



Town of Highland Park, Texas
TOWN COUNCIL MEETING
AGENDA

8:00 AM
September 16, 2025

4700 Drexel Drive Highland Park, TX 75205
Town Council Chambers

I. CALL TO ORDER

II. INVOCATION

III. PUBLIC COMMENT

This portion of the agenda is the public's opportunity to address the Town Council about any item listed on the agenda, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless otherwise required by law. Per the Texas Open Meetings Act, the Town Council is not permitted to take action on or discuss any item not listed on the agenda. Items suggested for action may be placed on a future agenda at the Town Council's sole discretion.

IV. CONSENT AGENDA

All items under the Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Council Member is made prior to the time of the Town Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.

- A. Take action authorizing the Town Administrator to execute Amendment No. 3 to the Interlocal Agreement with Dallas County for participation in the Household Hazardous Waste Program.
- B. Take action authorizing the Town Administrator to execute a construction contract for the Beverly Drive Reconstruction project.
- C. Take action authorizing the Town Administrator to execute an Interlocal Agreement between Dallas County and the Town of Highland Park for food establishment inspections and environmental health services.
- D. Take action on an ordinance to establish three locations as all-way stop intersections.
- E. Take action on an ordinance amending the Fiscal Year 2024-25 Adopted Budget.
- F. Take action on an ordinance granting to ATMOS Energy Corporation, a franchise to furnish, transport, and supply natural gas to the general public in the Town of Highland Park, Texas.
- G. Take action on the minutes of the Town Council meeting held on September 2, 2025.
- H. Take action on the minutes of the Town Council study session held on September 2, 2025.

V. MAIN AGENDA

- A. Review, discuss, and take action authorizing the Town Administrator to execute a service contract for janitorial services.
- B. Review, discuss, and take action authorizing the Town Administrator to execute a remediation and demolition construction contract for the Westside Court Apartments.
- C. Review, discuss, and take action authorizing the Town Administrator to execute a professional services agreement with Kimley-Horn and Associates, Inc. for the Hackberry Creek Phase I landscaping design.

VI. ADJOURNMENT

Any item on this posted agenda could be discussed in closed session as long as it is within one of the permitted categories under Sections 551.071 through 551.076 and 551.087 of the Texas Government Code.

A member of the public may address the governing body regarding an item on the agenda either before or during the body's consideration of the item, upon being recognized by the presiding officer or the consent of the body.

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS: Let us know if you need special assistance of any kind.

Please contact the Town of Highland Park Administrative staff at (214) 521-4161 from 7:30 a.m. - 4:30 p.m., Monday through Friday.



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

**Take action authorizing the Town Administrator to execute
Amendment No. 3 to the Interlocal Agreement with Dallas County
for participation in the Household Hazardous Waste Program.**

PRESENTED BY: Lori Chapin, Director of Engineering

BACKGROUND:

The Town has participated with Dallas County and 16 municipalities in the Dallas Area Household Hazardous Waste Network ("HHW Network") since its inception in 1994. The purpose of the HHW Network is to minimize or eliminate the improper disposal of household hazardous waste into landfills and/or stormwater infrastructure through reuse, recycling, education, collection, and disposal. Dallas County provides program project management and operation of the HHW Network at the Home Chemical Collection Center ("Collection Center"), located at 11234 Plano Road, in Dallas, Texas. The fixed operational and capital program cost of the HHW Network is shared by the member cities and is based on the percentage of service area derived from the number of single-family households.

The Town provides three forms of household hazardous waste ("HHW") collection services, including the Collection Center, an on-call collection service, and biannual local mobile collection events.

1. **Collection Center.** As a participant in the County program, Town residents can take HHW to the Collection Center for proper disposal. There is no direct charge to the residents for this service, but a driver's license and utility bill must be presented to the Collection Center as proof of residency.
2. **On-call Service.** The on-call service allows residents to contact the Town to request a pick-up of the HHW at their residence for a flat fee of \$160.00. This is scheduled during the week at the resident's convenience.
3. **Biannual Local Mobile Collection.** The collection events are held in Highland Park in the Pool parking lot (3800 block of Lexington Avenue). These events occur twice a year — once in the fall and once in the spring. There is no direct charge to residents for this service; however, a driver's license or utility bill must be presented as proof of residency.

The following summarizes program cost and participation over the last few years:

Year	Cost	Participants
FY 2021	\$26,438.93	362
FY 2022	\$27,084.46	349
FY 2023	\$26,233.15	288
FY 2024	\$30,574.32	381
FY 2025 (through May 2025)	\$23,397.29	289

RECOMMENDATION

Staff recommends approval for the Town Administrator to execute Amendment No. 3 to the Interlocal Agreement with Dallas County for participation in the Household Hazardous Waste Program. The agreement has been reviewed by the Town Attorney.

FINANCIAL IMPACT

The FY 2025-2026 budget provides \$32,000.00 to fund the HHW collection program costs, including the collection center, the on-call collection service, and the biannual mobile collection events.

ATTACHMENTS

FY26 HHW ILA Renewal - Amendment No. 3, FY23 HHW ILA

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**AMENDMENT NO. 3
 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
 (The "Agreement")
 BETWEEN
 DALLAS COUNTY
 AND
 TOWN OF HIGHLAND PARK
 (The "Town")
 A MEMBER CITY OF
 THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

WHEREAS, on, August 5, 2026, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.3, along with the attachment C2026, will serve to continue the Household Hazardous Waste Program through fiscal year 2026, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 3 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 3, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.
 PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.
 AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2025, through September 30, 2026.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed \$30,000.00 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the Town during the period from October 1, 2025 through September 30, 2026. This figure is based on the program's annual budget contained in **Exhibit C2026** which is incorporated herein for all purposes.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the Town at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. Local Mobile Collection, up to twice annually, dates to be determined and agreed upon by both parties.
 - d. On-call collection for Town residents with a 24-hour notice to the County before scheduled pick-up.
 - e. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2025 of the Agreement entitled *FY2025 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2026 entitled *FY2026 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and Town of Highland Park, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 3 to the Agreement.

EXECUTED THIS the 16 day of September, 2025.

DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

APPROVED AS TO FORM:*

John Creuzot
District Attorney

BY: Stephen Sibley

TOWN OF HIGHLAND PARK:

BY: Tobin E. Maples, AICP
Town Administrator

ATTESTED TO:

BY: Joann Mekeal
Town Secretary

APPROVED AS TO FORM:

BY: Dr. Susan Thomas
Town Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Exhibit C2026**FY2026 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2026 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 13, 2025, and replaces the language contained in Exhibit C2025 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 867,437
Operating Costs	\$ 323,275
Capital Expense	\$ 130,000
Sub-Total	\$ 1,320,712
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,548,000
TOTAL PROGRAM BUDGET	\$2,868,712

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN HIGHLAND PARK AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the Town of Highland Park Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact

Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

City Contact (Name, Title, Address, Phone, Fax)

Bill Lindley
Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, TX 75205
Ph. 214-559-9444

With Copy to:

Matthew C. G. Boyle
Town Attorney
4201 Wingren Drive, Suite 108
Irving, TX 75062

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.
3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed \$ 40,000.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
 - a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
 - b) The City agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

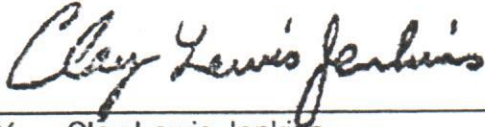
This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

HHW Interlocal Agreement 2023

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.



BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o, ou,
email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 08:59:31 -05'00'

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruezot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

HHW Interlocal Agreement 2023

CITY:

The Town of Highland Park has executed this Agreement, the 4th day of October , 2022.

EXECUTED THIS 4th DAY OF October, 2022.

Bill Lindley

BY: Bill Lindley
Town Administrator

APPROVED AS TO FORM:

MA G. B.

BY: Matthew C. G. Boyle
Town Attorney

Exhibit A2023 Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 581,001
Operating Costs	\$ 210,325
CAPITAL EXPENSE BUDGET	\$ 93,000
COLLECTION / DISPOSAL BUDGET	\$ 1,158,000
TOTAL PROGRAM BUDGET	\$2,042,326

Proportional Shares of FY2023 Operational and Capital Budget *

Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	\$ 2,479	\$2,937	\$734.25
Dallas	238,164	48.11%	\$ 391,795	\$391,779	\$97,944.75
De Soto	16,034	3.24%	\$ 22,155	\$26,389	\$6,597.25
Duncanville	11,436	2.31%	\$ 16,071	\$18,816	\$4,704.00
Farmers Branch	8,852	1.79%	\$ 12,092	\$14,581	\$3,645.25
Garland	62,807	12.69%	\$ 89,745	\$103,343	\$25,835.75
Highland Park	3,078	0.62%	\$ 4,807	\$5,054	\$1,263.50
Irving	42,602	8.60%	\$ 58,878	\$70,037	\$17,509.25
Mesquite	37,001	7.47%	\$ 54,292	\$60,835	\$15,208.75
Richardson	31,564	6.38%	\$ 42,360	\$51,959	\$12,989.75
Rowlett	18,957	3.83%	\$ 26,208	\$31,194	\$7,798.50
Sachse	7,638	1.54%	\$ 10,587	\$12,546	\$3,136.50
Seagoville	3,908	0.79%	\$ 5,333	\$6,438	\$1,609.50
Sunnyvale	2,667	0.54%	\$ 2,554	\$4,402	\$1,100.50
University Park	7,568	1.53%	\$ 10,437	\$12,464	\$3,116.00
Wilmer	937	0.19%	\$ 1,277	\$1,552	\$388.00
TOTAL	495,007	100%	\$751,070	\$814,326	\$203,581.50

Exhibit C2023**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the **"HHW Network"**).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

Exhibit D2023

II. AMENDED PROVISIONS

- A. The term of the Agreement shall be October 1, 2022, through September 30, 2023.
- B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:
 - 1. "A sum not to exceed \$40,000.00 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the Town during the period from October 1, 2022, through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Local Mobile Collection, up to twice annually, dates to be determined and agreed upon by both parties.
 - c. On-call collection for Town residents within a 24-hour notice to the County before scheduled pickup.
 - d. Operational and capital costs shall be paid quarterly in advance.
 - e. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Take action authorizing the Town Administrator to execute a construction contract for the Beverly Drive Reconstruction project.

PRESENTED BY:

BACKGROUND:

This item is provided as an opportunity for the Town Council to consider approval of the construction contract for the Beverly Drive Reconstruction project.

The project consists of the reconstruction of Beverly Drive between Westside Drive and Eastern Avenue and includes curb and gutter, sidewalks, full roadway concrete replacement, and asphalt overlay.

The project was advertised, and on September 4, 2025, eight bids were received. The bidding process for this contract was based on the submittal of a competitively sealed bid/proposal. In addition, selection was based on the lowest and most qualified, responsible bidder who offered the best value based on the weighted selection criteria as established in the bid documents. The result of the selection may not necessarily be the lowest bidder, but is the lowest qualified bidder to execute the work based on a combination of cost, qualifications, experience, reputation, and references.

Based on the selection criteria, Estrada Concrete Company submitted the lowest qualified bid in the amount of \$871,366. This amount includes a base bid of \$789,336 and an alternate bid of \$82,030, to allow the incorporation of flex base as the subgrade and an enhanced pavement section. Estrada Concrete Company has a strong reputation, an expansive resume, and experience with this type of work. Although they have not worked within the Town, staff have previous experience working with this contractor.

Construction is anticipated to begin following contract award and is estimated to be complete by early 2026, weather permitting.

RECOMMENDATION

Staff recommends authorizing the Town Administrator to execute the construction contract with Estrada Concrete Company for the Beverly Drive Reconstruction project for \$871,366 and authorizing a construction contingency of \$90,000.

The contingency will be used during the construction phase to address field changes. Use of the contingency funds will be documented with change order requests negotiated between staff and the contractor as construction progresses.

The Engineer's bid tabulation and recommendation for award are attached for reference.

FINANCIAL IMPACT

The total contract amount, inclusive of contingencies, is \$961,366. The design contract, in the amount of \$139,900, was previously approved by the Town Council on June 17, 2025, bringing the total project cost to \$1,101,266.

Funding for the project is allocated from the Fiscal Year 2025–2034 Capital Improvement Plan, which designates \$1,030,000 for this project. There are sufficient appropriations available within the Capital Projects Fund to cover the additional funding requirement of \$71,266.

ATTACHMENTS

Beverly Drive Reconstruction Bid Tab, Beverly Drive Reconstruction Recommendation Letter,
Beverly Dr Project Area Map



September 8, 2025

Ms. Lori Chapin, P.E.
Director of Engineering
Town of Highland Park
4700 Drexel Drive, Highland Park, TX 75205

RE: *Beverly Drive Reconstruction*

Ms. Chapin,

On September 4, 2025, the Town of Highland Park received bids for the Beverly Drive Reconstruction project. The following bids were received:

<u>Bidder</u>	<u>Base Bid + Bid Alternate</u>
Palmer Hall Construction, LLC	\$845,108.00
Estrada Concrete Company	\$871,366.00
Tejas Cutters LLC	\$908,759.00
Axis Contracting, Inc.	\$1,029,453.30
SYB Construction Co., Inc.	\$1,062,396.50
Capko Concrete Structures, LLC	\$1,123,192.00
HQS Construction, LLC	\$1,168,300.00
Cam-Crete Contracting, Inc.	\$1,411,355.00

Kimley-Horn and Associates, Inc. (Kimley-Horn) has reviewed the bidder's qualifications. Kimley-Horn has also completed a scoring exercise in accordance with the Evaluation Criteria provided in the project manual. The following scores were tabulated for the three lowest bidders:

<u>Bidder</u>	<u>Evaluation Score</u>
Estrada Concrete Company	90.49
Tejas Cutters LLC	89.09
Palmer Hall Construction, LLC	86.00

Kimley-Horn has verified that the bonding company for Estrada Concrete Company is licensed in the State of Texas. Based on the information provided, Kimley-Horn has no objections to awarding the contract to Estrada Concrete Company.

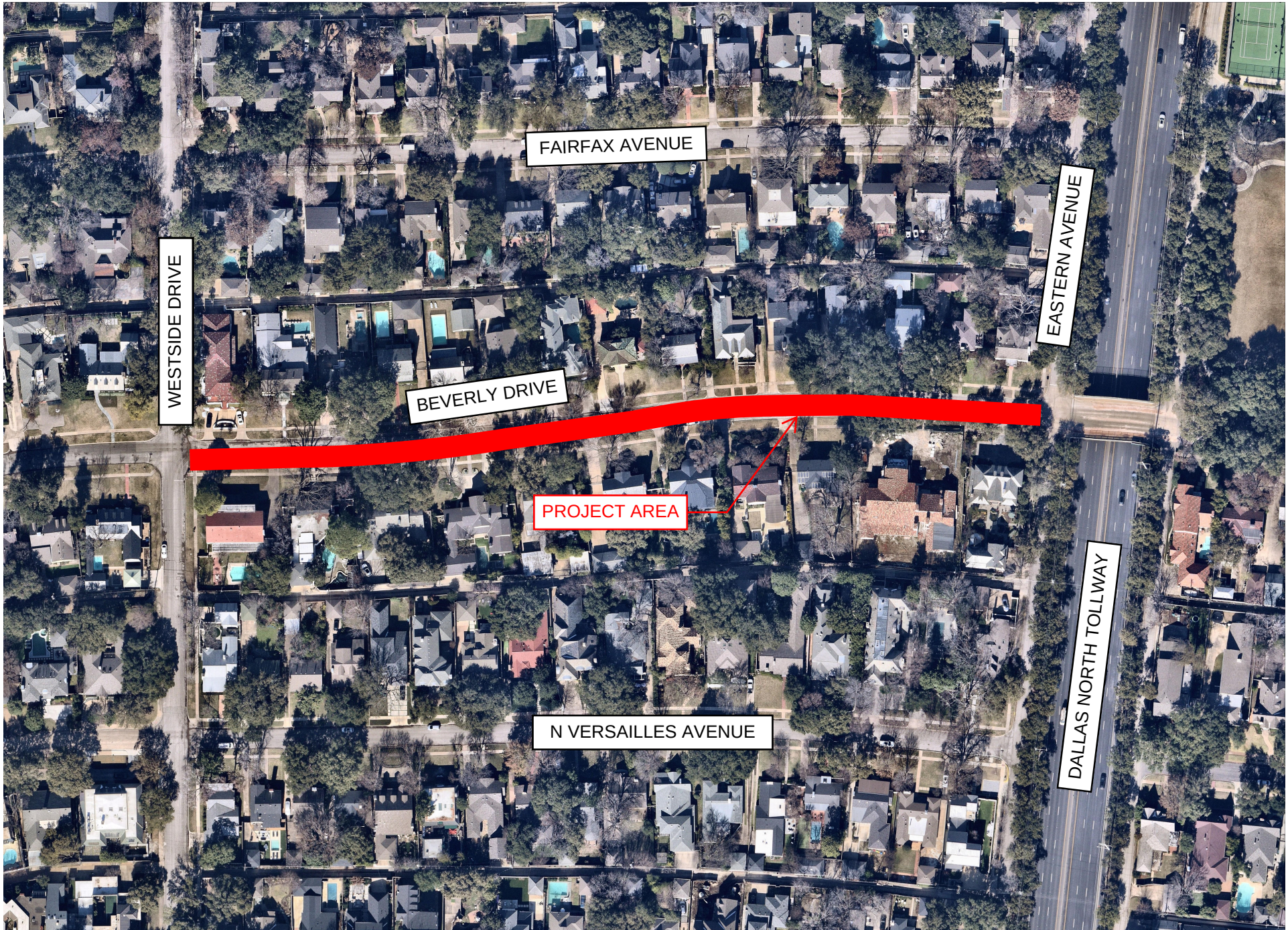
Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in black ink, appearing to read "Christina Noskin".

Christiana Noskin, P.E.



BEVERLY DRIVE RECONSTRUCTION
PROJECT AREA MAP
JUNE 2025



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Take action authorizing the Town Administrator to execute an Interlocal Agreement between Dallas County and the Town of Highland Park for food establishment inspections and environmental health services.

PRESENTED BY: Jeff Armstrong, Director of Community Development

BACKGROUND:

Dallas County provides a variety of public health services to the Town through an interlocal agreement. Services provided include restaurant inspections and mosquito monitoring and control when requested. The Town is responsible for obtaining food permits, collecting fees for those permits, and providing permit information to the County. The County provides two inspections of each food establishment annually and follow-up inspections as needed.

This is an annual agreement between the Town of Highland Park and Dallas County.

RECOMMENDATION

Staff recommends the Town Council approve authorizing the Town Administrator to execute the interlocal agreement.

FINANCIAL IMPACT

The Town would be responsible for restaurant inspection fees of \$210 for the year for each food establishment inspected, plus \$105 for any additional inspections requested by the Town. If spraying for mosquitoes becomes needed and is agreed to by the Town, the Town will pay a proportional share of the cost based on the number of acres sprayed. The fees are unchanged from the current year.

ATTACHMENTS

FY2026 Food Establishment Agreement (v2)_c8_21_25

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
	§	COUNTY HEALTH AND HUMAN SERVICES, AND
COUNTY OF DALLAS	§	CITY OF _____

SECTION 1: PARTIES

This Interlocal Agreement ("**Agreement**") is made by and between the City of _____, Texas ("**City**"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (the "**County**" or "**DCHHS**"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and Texas Health and Safety Code Chapter 121, Local Public Health Reorganization Act, along with Title 25 Texas Administrative Code, Part 1, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as a "**Party**", or collectively, as the "**Parties**".

SECTION 2: TERM

The term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2026 unless otherwise stated in this Agreement ("**Term**").

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The City shall be responsible for the administration of the permit for each food service establishment, retail food store, and temporary food service establishment, as defined by Texas Health and Safety Code Chapter 437, (hereinafter a "**Food Establishment**").
- B. The County will perform a minimum of two (2) risk-based inspections (one every six months), during the Term, of each Food Establishment for which the City has submitted an inspection request and for which a fee has been collected from the said Food Establishment for the inspection.
- C. Additional follow-up inspections will be performed as deemed necessary by the County.
- D. All fees contemplated within this Agreement must be in compliance with Texas Health and Safety Code Section 437.0126.
- E. Any additional request for follow-up inspections by the City of Food Establishments, including Food Establishments that are closed due to non-compliance with the state and other applicable rules and regulations may be charged additional fees, if permitted by law.
- F. Each Food Establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations.
- G. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210.00) per Term for each Food Establishment to be inspected.
- B. The City will collect One Hundred and Five 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a Food Establishment that has been closed due to non-compliance with Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- C. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.
- D. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all Food Establishment (and environmental health service, if applicable) inspection reports and will on a monthly basis send such inspection reports to the City. If either Party receives a third-party request for inspection records, the receiving Party will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act," including providing the other Party with notice and an opportunity to respond to the request by notifying the Texas Attorney General.

SECTION 7: TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) days' prior written notice to the other Party.
- B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of Food Establishments by a Registered Professional Sanitarian. The City may require the payment of a fee(s) by each Food Establishment, and all fees must be compliance with Senate Bill 1008, Acts of the 89th Texas Legislature, 2025. Ordinance enforcement shall remain the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

E. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY AND THE CITY'S GOVERNMENTAL IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY OR CITY HAS BY OPERATION OF LAW. NOTHING IN THIS

AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
500 Elm Street, Suite 7000
Dallas, Texas 75202

CITY

[Insert Contact info.]

With copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #800
Dallas, TX 75207

And to:

Dallas County District Attorney – Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the [REDACTED] City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance

shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2025. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form for Dallas County*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

BY: Brandon W. Carr
Assistant District Attorney

FOR CITY:

BY: _____
City Manager/Mayor

DATE: _____

Recommended (CITY):

BY: _____
Title: _____

Approved as to Form (CITY):

BY: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Take action on an ordinance to establish three locations as all-way stop intersections.

PRESENTED BY:

BACKGROUND:

The purpose of this item is to establish an all-way stop at three locations (refer to attached maps).

Lomo Alto Drive at Westway Avenue

Westway Avenue is widely used for access from Armstrong Parkway/Preston Road to Lomo Alto Drive. Traffic counts taken along Westway Avenue produced a total daily volume of 1,107 vehicles, which is high for a secondary roadway (October 2022 – given trends are likely higher today). The Westway Avenue intersection with Lomo Alto Drive is situated midway between Bowser Avenue to the south and Bordeaux Avenue to the north, making this intersection an ideal candidate for an all-way stop.

Staff recommend installing an all-way stop at Lomo Alto Drive and Westway Avenue for the following reasons:

- Provides additional traffic-calming along the corridor
- Add a stop in a location on a street that has higher volumes of traffic in multiple directions
- Adds a stop at two residential (through) streets of similar operating characteristics to improve traffic operations
- Spaces the all-way stop midway between Bowser Avenue and Bordeaux Avenue

Roland Avenue at Edmondson Avenue

Edmondson Avenue provides a stop sign for westbound traffic at its intersection with Roland Avenue. The Town has received several requests from residents to evaluate this intersection for the installation of an all-way stop. Residents' concerns focused primarily on speed and site distance.

When the Fairfax Park tennis courts were reconstructed in FY 2021, the overall footprint of the new court shifted west towards Roland Avenue. This reduced the amount of parkway and space between the court and the back of curb creating a smaller visibility cone at the intersection. At that time, Town staff evaluated the impact of the visibility cone and decided to monitor the intersection while keeping the landscaping trimmed to provide adequate site distance.

Staff recommend installing an all-way stop at Roland Avenue and Edmondson Avenue for the following reasons:

Lingering site distance concerns

- Adjacency to the park
- Provides additional traffic-calming
- Potential for speeding, as Roland serves as a service road to the Dallas North Tollway

Westway Avenue at LaSalle Avenue

LaSalle Avenue provides a stop sign for both north and southbound traffic at its intersection with Westway Avenue. LaSalle Avenue is approximately midway between Douglas Avenue and Lomo Alto Drive. The Town has received several resident requests to evaluate this intersection for the installation of an all-way stop. Residents' concerns focused on volume, speed, and children playing in the area.

As mentioned, traffic counts taken on Westway Avenue in late 2022 produced a daily volume of 1,107 vehicles per day. In addition, approximately half of those vehicles were traveling between 26–35 MPH. Approximately 16% of vehicles were traveling over 30 MPH.

Staff recommend installing an all-way stop at Westway Avenue and LaSalle Avenue for the following reasons:

- Traffic volumes are high for a secondary roadway
- Provides consistency through the corridor
- Provides additional traffic-calming
- LaSalle Avenue is approximately midway between Douglas Avenue and Lomo Alto Drive

RECOMMENDATION

Staff recommends approval of the ordinance to add all-way stop intersections at the following locations:

- Lomo Alto Drive at Westway Avenue
- Roland Avenue at Edmondson Avenue
- Westway Avenue at LaSalle Avenue

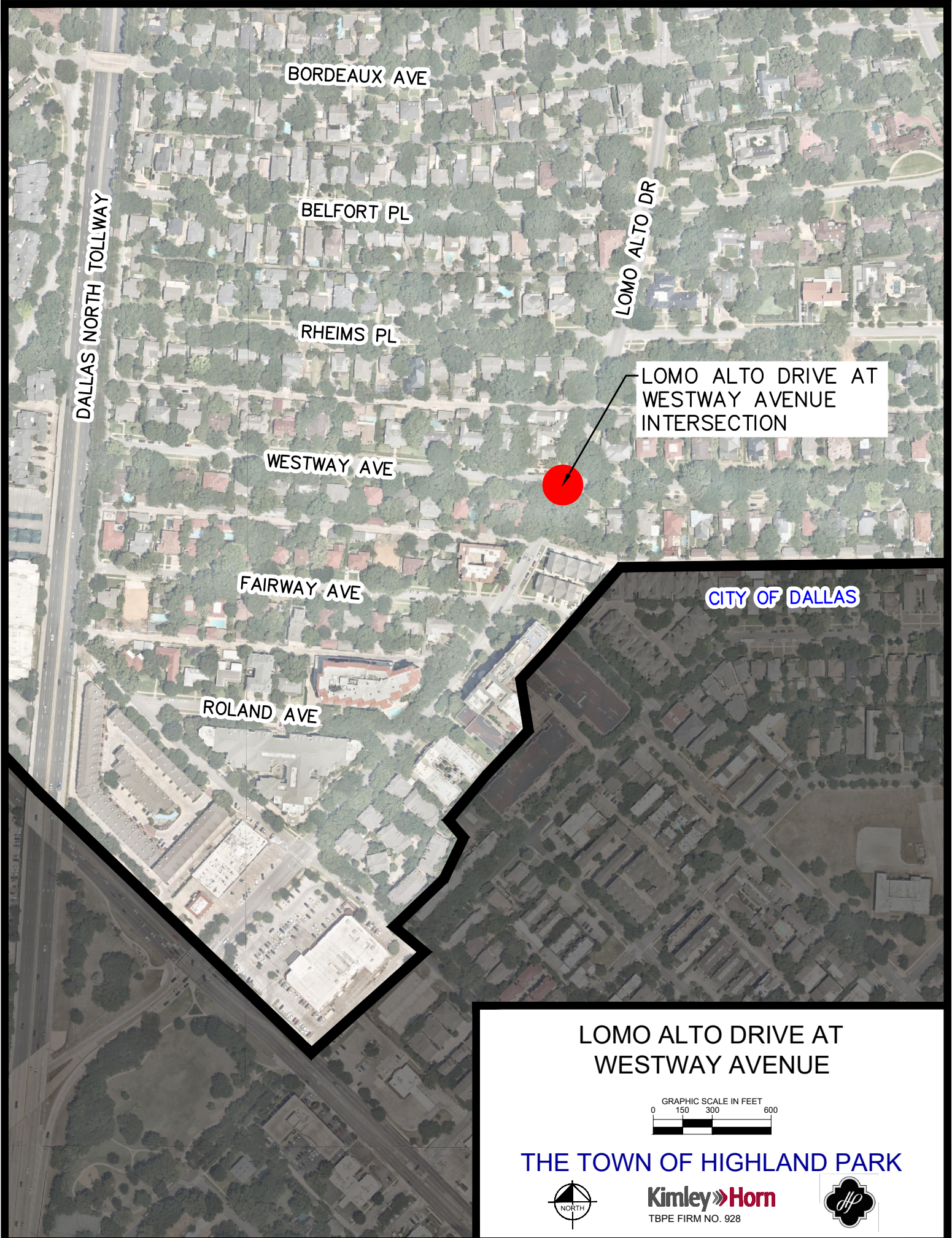
The existing stop on Edmondson Avenue at Roland Avenue was inadvertently omitted from the previous ordinance revision. The attached ordinance corrects that omission.

FINANCIAL IMPACT

Nominal cost associated with the purchase and installation of signs and striping, which will be funded within the approved FY 2025 Annual Budget.

ATTACHMENTS

Lomo Alto Drive at Westway Avenue Map, Roland Avenue at Edmondson Avenue Map, Westway Avenue at La Salle Avenue Map, Ordinance - Stop Signs - 8.29.25 REV SBT 2025.09.08 (1)



BORDEAUX AVE

BELFORT PL

RHEIMS PL

WESTWAY AVE

FAIRWAY AVE

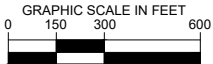
ROLAND AVE

LOMO ALTO DR

LOMO ALTO DRIVE AT
WESTWAY AVENUE
INTERSECTION

CITY OF DALLAS

LOMO ALTO DRIVE AT
WESTWAY AVENUE



THE TOWN OF HIGHLAND PARK



Kimley»Horn
TBPE FIRM NO. 928



CITY OF UNIVERSITY PARK

MOCKINGBIRD LN

SOUTHERN AVE

LIVINGSTON AVE

EDMONDSON AVE

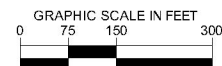
ARMSTRONG PKWY

FAIRFAX AVE

BEVERLY DR

ROLAND AVENUE AT
EDMONDSON AVENUE
INTERSECTION

ROLAND AVENUE AND
EDMONDSON AVENUE
INTERSECTION



THE TOWN OF HIGHLAND PARK



Kimley **Horn**
TBPE FIRM NO. 928





ARCADY AVE

BORDEAUX AVE

LOMO ALTO DR

BELFORT PL

RHEIMS PL

WESTWAY AVE

ARMSTRONG PKWY

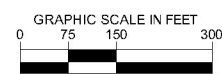
LA SALLE AVE

DOUGLAS AVE

WESTWAY AVENUE AT
LA SALLE AVENUE
INTERSECTION

CITY OF DALLAS

WESTWAY AVENUE AND LA SALLE AVENUE INTERSECTION



THE TOWN OF HIGHLAND PARK



Kimley-Horn
TBPE FIRM NO. 928



ORDINANCE NO. 2050

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, **CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.04 OPERATION OF VEHICLES GENERALLY, SECTION 12.04.006 STOP INTERSECTIONS**; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the “Town”), is a Home Rule municipality having full powers of self-government and may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the Texas Transportation Code, Section 542.202(a)(8) Powers of Local Authorities, grants the Town the authority to designate an intersection as a stop intersection and requiring each vehicle to stop at one or more entrances to the intersection; and

WHEREAS, the failure of a motorist to stop at a stop intersection is proscribed by the Texas Transportation Code; and

WHEREAS, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

WHEREAS, the Town has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the Town is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the Town of Highland Park.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Highland Park, Texas:

SECTION 1. That, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2. That, the Code of Ordinances of the Town of Highland Park, **CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.04 OPERATION OF VEHICLES GENERALLY, SECTION 12.04.006 STOP INTERSECTIONS** is amended by adding the following stop intersections:

Edmondson Avenue	At its intersection with Westside Drive, Eastern Avenue, Roland Avenue, Lomo Alto Drive, Armstrong Avenue, Douglas Avenue, Preston Road.
Lomo Alto Drive	At its intersection with Beverly Drive, Bordeaux Avenue, Bowser Avenue, Westway Avenue.
Roland Avenue	At its intersection with Edmondson Avenue, Beverly Drive, Belclaire Avenue, Bordeaux Avenue, Lomo Alto Drive, Rheims Place, Fairway Avenue, Westway Avenue.
Westway Avenue	At its intersection with Roland Avenue, Lomo Alto Drive, LaSalle Avenue, Douglas Avenue, Armstrong Parkway.

SECTION 3. That, all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

SECTION 4. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

SECTION 5. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 16th day of September, 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

**Take action on an ordinance amending the Fiscal Year 2024-25
Adopted Budget.**

PRESENTED BY: John Samford, Director of Finance

BACKGROUND:

On September 3, 2024, the Town Council adopted the Fiscal Year 2024–25 Budget (“FY25 Budget”) through Ordinance No. 2133. Since adoption, staff has identified a series of recommended amendments to ensure the budget remains aligned with operational needs and priorities. These proposed amendments were presented and reviewed with the Town Council during the September 2, 2025 Study Session. The following narrative summarizes the recommendations for formal Council consideration.

General Fund

1. Increase in appropriations within the Community Development Department in the amount of \$276,000.00 for zoning consulting services.

Funding Source: Recognition (increase) in estimated surplus in current fiscal year General Fund sales tax revenue in the amount of \$276,000.00.

2. Transfer of surplus Fiscal Year 2023-24 fund balance from the General Fund to the Capital Projects Fund in the amount of \$4,000,000.00.

Funding Source: Surplus General Fund Balance - By policy, operating surplus (revenues less expenditures less encumbrances) over the required minimum fund balance shall be transferred, by Council action, from the General Fund to the Capital Projects Fund.

3. Increase in appropriations for personnel services costs in the Administration Department in the amount of \$55,000.00.

Funding Source: Re-allocation of estimated personnel services cost savings from the Public Safety (\$20,000.00), Community Development (\$20,000.00), Information Technology (\$10,000.00), and the Finance (\$5,000.00) departments.

4. Increase in appropriations for higher-than-anticipated prosecution and magistrate services expenditures within the Municipal Court Department in the amount of \$22,500.00.

Funding Source: Recognition of estimated surplus in current fiscal year General Fund sales tax revenue in the amount of \$22,500.00.

The overall impact on the General Fund is a net decrease totaling \$4,000,000.00.

Capital Projects Fund

1. Transfer of surplus Fiscal Year 2023-24 General Fund balance to the Capital Projects Fund from the General Fund in the amount of \$4,000,000.00.

Funding Source: Surplus General Fund Balance - By policy, operating surplus (revenues less expenditures less encumbrances) over the required minimum fund balance shall be transferred, by Council action, from the General Fund to the Capital Projects Fund.

The overall impact to the Capital Projects Fund is an increase totaling \$4,000,000.00.

Utility Fund

1. Increase in appropriations within the Water Department in the amount of \$125,000.00 for higher than anticipated treated water purchase expenditure.

Each year, staff estimates the annual purchase cost of treated water from the Dallas County Park Cities Municipal Utility District, which fluctuates based on demand and weather conditions.

Funding Source: Recognition (increase) in water sales revenue in the amount of \$125,000.00.

2. Increase in appropriations within the Water Department in the amount of \$19,000.00 for utility vehicle damage repair expenditures.

In the prior fiscal year, a utility vehicle was in an accident, resulting in approximately \$19,000.00 in damage. The expenditures incurred to repair the utility vehicle were paid for in the current fiscal year; however, the insurance proceeds from the insurance claim, less deductible, were received in the prior fiscal year.

Funding Source: Use of available Utility Fund balance in the amount of \$19,000.00.

The overall impact on the Utility Fund is a net decrease totaling \$19,000.00.

Building Maintenance and Investment Fund

1. Increase in appropriations within the Municipal Building Department in the amount of \$36,600.00 for unanticipated expenditures associated with facility and furniture maintenance and repair.

Funding Source: Use of available Building Maintenance and Investment Fund balance in the amount of \$36,600.00.

The overall impact to the Building Maintenance and Investment Fund is a net decrease totaling \$36,600.00.

Reserve Fund

1. Increase in appropriations in the amount of \$18,800.00 and increase in rental of Town property revenue in the amount of \$7,900.00, representing the final financial activity associated with the Westside Court apartment complex located at 5000 Holland Avenue. The apartment complex is in the process of being demolished to prepare the property for municipal use.

Funding Source: Use of available Reserve Fund balance in the amount of \$10,900.00 for the current year's net operating loss.

The overall impact to the Reserve Fund is a net decrease totaling \$10,900.00.

Summary

Total Combined Increase in Revenue and Transfer In:	\$ 4,431,400.00
Total Combined Increase in Appropriations (Expenditures and Transfer Out):	<u>\$ 4,497,900.00</u>
Total Combined Net Decrease in Fund Balances:	\$ 66,500.00

RECOMMENDATION

The staff recommends approval of this Ordinance amending the FY25 Budget.

FINANCIAL IMPACT

The net impact of this Ordinance on the FY25 Budget is a combined reduction in Fund Balances in the amount of \$66,500.00.

ATTACHMENTS

Ordinance Amending FY25 Adopted Budget

ORDINANCE NO. 2151

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, AMENDING THE TOWN'S ADOPTED BUDGET FOR FISCAL YEAR 2024-25.

WHEREAS, the Town Council of the Town of Highland Park, Texas (the "Town") adopted the Fiscal Year 2024-25 Budget ("FY25 Budget") on September 3, 2024, by Ordinance No. 2133; and

WHEREAS, Texas Local Government Code Section 102.010 provides the Town may make changes to the budget for municipal purposes; and

WHEREAS, amendments are needed to the FY25 Budget within the General Fund, Utility Fund, Building Maintenance and Investment Fund, and the Reserve Fund to increase existing appropriations; and

WHEREAS, the increase in appropriations within the General Fund is related to expenditures associated with zoning consulting services, transfer of surplus fund balance to the Capital Projects Fund, re-allocation of personnel services appropriations within the General Fund, and Municipal Court prosecution and magistrate services; and

WHEREAS, the increase in appropriations within the Utility Fund is related to the purchase of treated water and utility vehicle repair; and

WHEREAS, the increase in appropriations within the Building Maintenance and Investment Fund is related to unanticipated building maintenance and repairs; and

WHEREAS, the increase in appropriations within the Reserve Fund is related to the final financial activity associated with the wind-down of operations at the Westside Court apartment complex located at 5000 Holland Avenue; and

WHEREAS, the proposed amendments increase the overall appropriations within the FY25 Budget by \$4,497,900; and

WHEREAS, changes in appropriated funds require the approval of the Town Council, in accordance with Chapter 9, Financial Administration, Section 9.07, Appropriations, of the Charter of the Town of Highland Park, Texas.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Highland Park, Texas, that the FY25 Budget is hereby amended as follows:

{Continued on Next Page}

General Fund Amendments:

Change in Revenue	
Increase in Sales Tax Revenue	\$ 298,500
Total Change in Revenue	<u>\$ 298,500</u>
Change in Appropriations Related to Strategic Initiatives	
Increase in Appropriations - Zoning Consulting Services	\$ 276,000
Total Change in Appropriations Related to Strategic Initiatives	<u>\$ 276,000</u>
Change in Appropriations - Surplus Funds Transfer to Capital Projects Fund	
Increase in Appropriations - Transfer Out to Capital Projects Fund	\$ 4,000,000
Total Change in Appropriations - Surplus Funds Transfer to Capital Projects Fund	<u>\$ 4,000,000</u>
Change in Appropriations - Personnel Costs	
Increase in Appropriations - Administration Department	\$ 55,000
Decrease in Appropriations - Community Development Department	(20,000)
Decrease in Appropriations - Public Safety Department	(20,000)
Decrease in Appropriations - Information Technology Department	(10,000)
Decrease in Appropriations - Finance Department	(5,000)
Total Change in Appropriations - Personnel Costs	<u>\$ -</u>
Change in Appropriations - Municipal Court Prosecution and Magistrate Services	
Increase in Appropriations - Municipal Court Prosecution and Magistrate Services	\$ 22,500
Total Change in Appropriations - Municipal Court Prosecution and Magistrate Services	<u>\$ 22,500</u>
Net Change to the General Fund Balance:	\$ (4,000,000)

Capital Projects Fund Amendments:

Change in Transfer In	
Increase in Transfer In From General Fund	\$ 4,000,000
Total Change in Transfer In	<u>\$ 4,000,000</u>
Net Change to the Capital Projects Fund Balance:	\$ 4,000,000

Utility Fund Amendments:

Change in Revenue	
Increase in Water Sales Revenue	\$ 125,000
Total Change in Revenue	<u>\$ 125,000</u>
Change in Appropriations - Water Department	
Increase in Appropriations Related to Water Purchase Expenditure	\$ 125,000
Increase in Appropriations Related to Utility Vehicle Repair	19,000
Total Change in Appropriations - Water Department	<u>144,000</u>
Net Change to the Utility Fund Balance:	\$ (19,000)

Building Maintenance & Investment Fund Amendments:

Change in Appropriations - Unanticipated Maintenance & Repairs

Increase in Appropriations Related to Unanticipated Maintenance & Repairs	\$ 36,600
---	-----------

Total Change in Appropriations - Unanticipated Maintenance & Repairs	\$ 36,600
--	-----------

Net Change to the Building Maintenance & Investment Fund:	\$ (36,600)
--	--------------------

Reserve Fund Amendments:

Change in Revenue

Increase in Rental of Town Property	\$ 7,900
-------------------------------------	----------

Total Change in Revenue	\$ 7,900
-------------------------	----------

Change in Appropriations - Reserve Fund

Increase in Appropriations Related to Apartment Operation Expenditures	\$ 18,800
--	-----------

Total Change in Appropriations - Reserve Fund	\$ 18,800
---	-----------

Net Change to the Reserve Fund:	\$ (10,900)
--	--------------------

Total Combined Increase in Revenue and Transfer In:	\$ 4,431,400
--	---------------------

Total Combined Increase in Appropriations (Expenditures and Transfer Out):	4,497,900
---	------------------

Total Combined Net Change in Fund Balances:	\$ (66,500)
--	--------------------

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 16th day of September, 2025.

APPROVED AS TO FORM:

APPROVED:

Susan Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Take action on an ordinance granting to ATMOS Energy Corporation, a franchise to furnish, transport, and supply natural gas to the general public in the Town of Highland Park, Texas.

PRESENTED BY: Tobin Maples, Town Administrator

BACKGROUND:

The purpose of this item is to approve a new 20-year franchise agreement with ATMOS Energy Corporation for the continued provision of natural gas services in the Town of Highland Park.

The Town Charter authorizes the Town Council to grant, renew, and extend all public utility franchises, subject to a maximum term of 20 years, a required public meeting, and a 30-day waiting period before effectiveness. The Town's prior franchise agreement with ATMOS expired several years ago; however, ATMOS has continued to honor its terms. Over the past three years, Town staff and ATMOS have collaborated on a modernized agreement.

Key Provisions

- Franchise Term: 20 years.
- Franchise Fee: Continuation of 5% of gross revenues.
- Updated definitions and modernized terms.
- Clear expectations outlining the responsibilities of both the Town and ATMOS.
- Effective 30 days after final passage and acceptance by ATMOS.

RECOMMENDATION

Staff recommends approval of the proposed 20 year franchise agreement with ATMOS Energy Corporation. The agreement modernizes the franchise framework, ensures compliance with the Town Charter, and secures continued revenue stability through the 5% franchise fee structure.

FINANCIAL IMPACT

Approval of the proposed franchise agreement will ensure the Town's continued receipt of franchise fees equal to 5% of gross revenues generated by ATMOS Energy within the Town. In calendar year 2024, these franchise fees totaled \$337,234.74.

ATTACHMENTS

Ord. No. 2152 HP-utilities and ROW-Atmos franchise

ORDINANCE NO. 2152

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH, TRANSPORT AND SUPPLY NATURAL GAS TO THE GENERAL PUBLIC IN THE TOWN OF HIGHLAND PARK, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REPEALING ALL PREVIOUS ATMOS ENERGY NATURAL GAS FRANCHISE ORDINANCES; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; PROVIDING FOR A TERM AND EFFECTIVE DATE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Town of Highland Park is the owner of valuable rights of way which have been utilized by Atmos Energy Corporation and its predecessors pursuant to a Franchise issued by the Town; and

WHEREAS, the Town of Highland Park is legally authorized to regulate and franchise the use of Town owned rights of way; and

WHEREAS, all legal prerequisites for the passage of this Ordinance have been met, including but not limited to the requirements of the Texas Open Meetings Act and the Town Charter; and

WHEREAS, Town Council has found that the passage of this Ordinance serves the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. GRANT OF AUTHORITY / LENGTH OF FRANCHISE / TERM AND CONDITIONS

(A) Grant of Authority. The Town of Highland Park, Texas, hereinafter called "Town," hereby grants to Atmos Energy Corporation, hereinafter called "Atmos Energy" or "Company," its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way of the Town for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport and distribute natural gas in, out of, and through Town and to sell natural gas to persons, firms, and corporations, including all the general public, within the Town's corporate limits.

(B) Length of Franchise. Said privilege and license being granted by this Ordinance is for a term ending December 31, 2045.

(C) Terms and Conditions. The provisions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, and maintain the System within the Town, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, the Town does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future generally applicable ordinances of the Town. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the Town shall be in full force and effect and subject to the exercise thereof by the Town at any time.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "Affiliate" shall mean in relation to the Company, a Person that controls, is controlled by, or is under common control with the Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

(B) "Town" shall mean the Town of Highland Park, Texas.

(C) "Town Administrator" means Highland Park's Town Administrator, or designee.

(D) “Company” shall mean Atmos Energy Corporation, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 6 entitled “No Third Party Beneficiaries.”

(E) “Gross Revenues” shall mean all revenue received from the sale of natural gas to all classes of customers within the corporate limits of Town.

(1) “Gross Revenues” shall also include:

- (a) the following ‘miscellaneous charges’:
 - i. charges to connect, disconnect, or reconnect natural gas within the Town;
 - ii. charges to handle returned checks from consumers within the Town;
 - iii. fees collected pursuant to this Agreement; and
 - iv. contributions in aid of construction (“CIAC”).
- (b) revenues billed but not ultimately collected or received by the Company;
- (c) State gross receipts tax;
- (d) all revenues received by Company from the transportation of natural gas through the System of Company within the Town to customers located within the Town ; and
- (e) the value of natural gas transported by Company for Transport Customers through the System of Company located in the Town’s Public Rights-of-Way (“Third Party Sales”), with the value of such natural gas to be established by utilizing Company’s monthly cost of gas charged to industrial customers in the Mid-Tex division, as reasonably near the time that the transportation service is performed.

(2) “Gross Revenues” shall not include:

- (a) the revenue of any affiliate or subsidiary of Atmos Energy; and
- (b) sales taxes and franchise fees paid to the Town; and

- (c) any interest or investment income earned by the Company; and
- (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Town's Public Right-of-Way.
- (e) any revenues related to the value of gas sold or transported to another gas utility not affiliated with Atmos Energy that resells the gas to customers within the Town of Highland Park.

(F) "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include the Town or any employee, agent, servant, representative or official of the Town.

(G) "Public Right-of-Way" or "Public Rights-of-Way" or "Rights-of-Way" or "Right-of-Way" shall mean public streets, including affected adjacent street right-of-way, alleys, highways, bridges, public easements, public thoroughfares, grounds, and sidewalks or authorized public places if allowed by law, of the Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Town, or in such territory as may hereafter be added to, consolidated or annexed to the Town. Public parks are not included in this definition and will require specific separate authorization from the Town Administrator.

(H) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, natural gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, and power, located in the Public Right-of-Way within the corporate limits of the Town.

(I) "Transport Customer" shall mean any Person for which Company transports natural gas through the System of Company within the Town's Public Rights-of-Way for delivery within the Town (excluding other natural gas utilities in Town who resell natural gas to their customers within the Town).

SECTION 4. EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES ACCEPTED AND PAID BY COMPANY

(A) If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Rights-of-Way

in a manner that, if applied to the Town, would result in a franchise fee greater than the amount otherwise due Town under this Ordinance, then the franchise fee to be paid by Company to Town pursuant to this Ordinance may, at the election of the Town, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to Town were the franchise fee provisions of that other franchise ordinance applied to Town. The Town acknowledges that the exercise of this right is conditioned upon the Town's acceptance of all terms and conditions of the other municipal franchise *in toto*. The Town may request waiver of certain terms, and the Company may grant, in its sole reasonable discretion, the waiver. Such waiver shall not be withheld except for good cause. Requesting such waiver shall not bind the Town to a decision to accept or reject any franchise ordinance terms.

SECTION 5. ACCEPTANCE OF TERMS OF FRANCHISE

(A) The Company shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the Town Secretary. If the Company does not file such written acceptance of this Franchise Ordinance, the Franchise Ordinance shall be rendered null and void. The effective date shall be determined in accordance with the requirements of Section 27, "Effective Date."

(B) At 11:59 P.M. on December 31, 2043, ALL rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

SECTION 6. NO THIRD PARTY BENEFICIARIES

This Franchise is made for the exclusive benefit of the Town and the Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party, except as to the named classes of indemnitees specifically set out in Section 21 "Indemnification, Legal Defense and to be Held Harmless."

SECTION 7. SUCCESSORS AND ASSIGNS

(A) The rights granted by this franchise inure to the benefit of the Company. The Company may, without consent by Town, transfer or assign the rights granted by this franchise to an Affiliate, provided that such Affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder. The Company shall give Town written notice thirty (30) days prior to such assignment.

(B) Pursuant to Section 10.04 of the Town's Charter, Highland Park Town Council will have the right to approve the transfer or assignment of the franchise, except as provided in Section 7(A). Town shall grant approval unless withheld for good cause. Any such assignment or transfer shall require that said Assignee assume all obligations of Company and be bound to

the same extent as Company hereunder. If within the first 90 days after assignment to Assignee, Town identifies a failure to comply with a material provision of this franchise, Town shall have the right, after notice and opportunity for hearing before Council, to terminate this franchise.

SECTION 8. COMPLIANCE WITH LAWS AND ORDINANCES

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions, the laws of the State of Texas, and all other generally applicable ordinances of the Town of Highland Park, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

SECTION 9. PREVIOUS ORDINANCES

When this Franchise becomes effective, all natural gas franchise ordinances and parts of franchise ordinances applicable to the Company or its predecessors in interest granted by the Town of Highland Park, Texas, are hereby repealed.

SECTION 10. NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (1) delivered in person to the address set forth below; (2) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (3) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

TOWN

Town Administrator
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

Phone: 214-521-4161

COMPANY

Manager of Public Affairs
Atmos Energy Corp.,
Mid-Tex Division
5420 LBJ Fwy. Suite 1800
Dallas, Texas 75240
Phone: 1-800-286-6700

With a copy to:
Messer Fort, PLLC
ATTN: Susan B. Thomas

6371 Preston Rd., Ste 200
Frisco, TX 75034
972-668-6400

SECTION 11. PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 12. CONDITIONS OF OCCUPANCY

(A) All construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the applicable ordinances, rules and regulations now in force and that may hereafter be adopted by the Town relating to the use of its Public Rights-of-Way. This Franchise Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.

(B) The Company shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment so as to comply with the ordinances, rules, and regulations of the Town that are not in conflict with this ordinance and so as to interfere as little as possible with the use of Public Rights-of-Way by the Town and others and shall promptly clean up and restore to an approximate original condition, at its cost, all Rights-of-Way. Public Rights-of-Way shall not be encumbered longer than necessary to execute the work. When reasonably feasible, Company shall bore under the Public Rights-of-Way, rather than saw-cutting, to minimize impact on the Public Rights-of-Way. The location of all mains, pipes, laterals and other appurtenant equipment shall be fixed under the supervision of the Town Administrator or designee and shall be consistent with ordinances and regulations of the Town as may be, from time to time, amended or revised by any subsequent ordinance. All work shall be done to Town standards. A permit shall be obtained prior to the initiation of any construction, repair, replacement, or other act within the Rights-of-Way. All permit applications submitted to Town by the Company or its contractors must bear the signature of a Company employee who shall serve as the Town's primary point of contact with the Company. The Company shall submit construction plans and/or drawings with the permit application and shall submit "as-built" drawings upon the completion of any construction project. Company or contractors working on behalf of Company shall not be required to pay for permits pertaining to street cutting, street excavation, or other special permits related to excavations in Public Rights-of-Way in connection with Company's operations in Public Rights-of-Way. Unless otherwise specifically

addressed in this ordinance, Town shall retain all of the powers of regulation of its streets and alleys given to it either by the Constitution of this State, by general law or Charter.

(C) The Company shall cooperate with the Town at all times by providing timely and complete information regarding the location of all natural gas lines within the corporate limits of the Town.

(D) The Company shall at all times take necessary precautions and use methods to protect other utilities located in Rights-of-Way.

(E) Town shall make its annual capital improvements plan publicly available on the Internet. Town shall notify Company as soon as reasonably possible of any projects that will affect Company's facilities located in the Public Rights-of-Way.

(F) If the Town believes that Company has failed to comply with any operational or maintenance standards as required by this Franchise Ordinance, Town shall give the Company written notice of such failure to comply. Company shall have the opportunity to cure such failure during a period not to exceed five (5) working days from receipt of the written notice. If the Company fails to cure the alleged failure to comply within the prescribed time period, the Company's alleged failure to comply shall be heard at a public meeting of the Town Council. The Company shall be given written notice of the public meeting no later than five (5) working days prior to the posting date of the agenda for the Town Council meeting at which such alleged failure is scheduled to be considered by the Council. The notice to the Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the Town that finds and determines a failure of Company to comply with operational or maintenance standards as required by this Franchise Ordinance, Company may be subject to termination as outlined in Section 23 titled "Termination."

SECTION 13. RELOCATION OF COMPANY FACILITIES

(A) Whenever by reason of any public right of way projects such as, but not limited to, widening or straightening of streets, or construction, reconstruction or repair of streets, drainage, water or sewer lines, traffic or transportation projects, or other utilities projects, Town requests that Company remove, alter, change, adapt, or conform the underground or aboveground System Facilities of Company to another part of the Public Rights-of-Way, such alterations shall be made by Company at Company's expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed Town facilities are determined by Town to be inconsistent with water, sewer, drainage, traffic or pavement industry standard safe operating practices for existing facilities or determined by Company to

be inconsistent with natural gas distribution industry standard safe operating practices for existing facilities. Town and Company shall collaborate on designs where there is the potential need for facilities to be relocated to a depth of greater than four (4) feet, and all construction shall be completed to applicable Town design criteria and standards where consistent with natural gas distribution industry standard safe operating practices and regulations. Where Town design criteria and standards and natural gas distribution industry standards conflict, the more stringent standard shall control. The duty to relocate shall also apply to any abandoned System Facilities that are deemed to be in conflict.

(B) When Company is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Company costs and expenses shall be included in any application by Town for reimbursement if Company submits its cost and expense documentation to Town prior to the filing of the application. Town shall provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to Town. Upon receipt of reimbursement of Company costs from a federal or state agency, the Town shall remit to the Company, within thirty (30) days of receipt, its portion related to the relocation or removal of its facilities. If Company is required by Town to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than any municipal public right of way projects, with such public right of way projects including, but not limited to, the construction, reconstruction or repair of streets, drainage, water or sewer lines, traffic or transportation projects or utilities by Town, Company shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation. Nothing in this Section 13 shall require the Town to seek reimbursement for such costs and expenses or to participate in any such federal, state, county, local or other programs for reimbursement. Nothing in this paragraph 13(B) shall cause Town to be responsible for Company's relocation expenses if reimbursement is not applied for or received.

(C) When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction by Town without reimbursement from Town, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of reasonable relocation costs when Company is required by Town to perform relocation. Town shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs. Notwithstanding the foregoing, the Town shall have the right to participate and challenge

any other capital cost or expenses of the Company and request full documentation to the full extent provided by state law.

(D) If Town abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way provided Company maintains its registration information and correct contact information with the Town and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation. The Town shall not be responsible for any arrangement made between Company and a private party.

SECTION 14. LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS

The Town may give written notice to the Company whenever the Town decides to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes. The Company will be provided the opportunity, at no expense to the Town, in advance of such public improvements, to repair or replace such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located.

Within ninety (90) days from receipt of written notice of the intention of the Town to make public improvements in any such Public Right-of-Way, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If the Company should fail to so proceed, and such street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for two (2) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the two (2) year period, except in response to an emergency or to initiate new service, shall be performed only upon written permission of the Town Administrator, under such terms and conditions as the Town Administrator may prescribe. Company shall give notice to the Town of emergency work as soon as possible after the commencement of such work. Notice shall be given by contacting the Town personnel designated by the Town and the Town Administrator for this purpose.

SECTION 15. INSTALLATION OF METERS

If a meter is to be installed in or near the Public Rights-of-Way, Company agrees to discuss with the Town Administrator the aesthetics of the meter appearance or placement. If the Town requires a meter upgrade, the Company will comply so long as the Town reimburses the Company for the reasonable costs incurred by the Company in changing meters; provided, however, that in no event shall underground meters be required.

SECTION 16. DUTY TO SERVE.

The Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for the Company to serve. In the event that a Person is refused service, said Person may request a hearing before the Town Council of the Town or its designee, said hearing to be held within forty-five calendar days from the date of the request for hearing. The Council may order the Company to provide service or take any other action necessary to bring the Company into compliance with the intent of the Council in granting this Franchise. The Council may render its opinion at its next regular meeting but in no event shall the Council be required to act in less than seven (7) days. Nothing herein stated shall preclude Company from appealing the final decision of the Town Council to a court or regulatory authority having jurisdiction.

SECTION 17. RATES.

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefore, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the Town copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in the Town shall be subject to revision and change by either the Town or Company in the manner provided by law.

SECTION 18. PAYMENTS TO THE TOWN

(A) In consideration of the privilege and license granted by Town to Company to use and occupy the Public Rights-of-Way in the Town for the conduct of its business, Company, its successors and assigns, agrees to pay and Town agrees to accept such franchise fees in the amount and manner described herein. Except as provided for in subsection (B) of this section, such payments shall be made on an annual basis, on or before the 15th day of February, 2026, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 15th day of February, 2045, except as stated in Section 18 "Payments to the Town" subsection (B) below. The franchise fees shall be a sum of money that shall be equivalent to five percent (5%) of the Gross Revenues as defined in the definition

section of this Franchise, Section 3(E) above, received by Atmos Energy during the preceding calendar year. The initial payment herein provided shall be for the privilege period January 1 through December 31, 2026, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made. The final payment shall be on or before February 15, 2045 and will be for the calendar year January 1 through December 31, 2045. Payments due prior to the beginning of the franchise will be paid pursuant to previous franchise terms.

(B) The franchise fee amounts based on “Contributions in Aid of Construction” (“CIAC”) shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30th each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment will be due on or before April 30, 2026, and will be based on the calendar year January 1 through December 31, 2025. The final payment of franchise fee amounts based on CIAC will be April 30, 2046, based on the calendar year ending December 31, 2045.

(C) It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees and rentals of whatsoever kind and character that Town may now impose or hereafter levy and collect from Company or Company’s agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property. Should Town not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then Town agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy’s obligations, if any, to pay any such occupation taxes, licenses, charges, fees, or rentals.

(D) If the Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by Town.

(E) Company may file with the Town a tariff or tariff amendment(s) to provide for the recovery of the franchise fee under this Agreement. Town agrees that: (1) as a regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of Company’s rates; (2) if Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company’s franchise fees is an issue, Town will take an affirmative position supporting 100% recovery of such franchise fees by Company; and (3) in the event of an appeal of any such regulatory

proceeding in which Town has intervened, Town will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company. Town further agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

(F) Town shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the Town, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the Town limits no later than sixty (60) days after receipt of notice from the Town. The annexed areas added to the Town limits will be included in future franchise fee payments in accordance with the effective date of the annexation if notice was timely received from Town. Upon request from Town, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 19. BOOKS AND RECORDS

(A) Company agrees that at the time of each annual payment, Company shall also submit to the Town a statement showing its Gross Revenues for the preceding calendar year as defined in the definition Section of this franchise. Town shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.

(B) Town may, if it sees fit, upon reasonable notice to the Company, have the books and records of Company examined by a representative of Town to ascertain the correctness of the reports agreed to be filed herein. The Company shall make available to the auditor such personnel and records as the Town may in its reasonable discretion request in order to complete such audit and shall make no charge to the Town therefor. The Company shall assist the Town in its review by providing all requested information no later than fifteen (15) business days after receipt of a request. The cost of the audit shall be borne by the Town unless the audit discloses that the Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to the Town by the Company. If such an examination reveals that Company has underpaid the Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Company shall undertake a review of the Town's claim and if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in accordance with the Section 18, titled "Payments to the Town" subsection (D). Should Company determine through examination of its books and records that Town has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, Town shall review Company's claim and if said

overpayment is confirmed, either remit the amount of overpayment to Company or allow a credit for the amount of overpayment at the time of the next franchise fee payment.

(C) If, after receiving reasonable notice from the Town of the Town's intent to perform an audit as provided herein, the Company fails to provide data, documents, reports, or information required to be furnished hereunder to the Town, or fails to reasonably cooperate with the Town during an audit conducted under the terms hereunder, the Town shall give the Company written notice of its intent to impose a fee and shall provide Company with a period to cure its failure, such period not to exceed five (5) working days. If the Company fails to cure the alleged failure within the prescribed time period, the Company's alleged failure to comply shall be heard at a public meeting of the Town Council. The Company shall be given written notice of the public meeting no later than five (5) working days prior to the posting date of the agenda for the Town Council meeting at which such failure is scheduled to be considered by the Council. The notice to the Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the Town that finds and determines a failure of Company to comply with the requirements of this Section, Company may be subject to termination as outlined in Section 23 entitled "Termination."

(D) If Atmos Energy provides confidential or proprietary information to the Town, Atmos Energy shall be solely responsible for identifying such information with markings calculated to bring the Town's attention to the proprietary or confidential nature of the information. The Town agrees to maintain the confidentiality of any non-public information obtained from Atmos Energy so designated to the extent allowed by law. Town shall not be liable to Atmos Energy for the release of any information the Town is required to release by law. If the Town receives a request under the Texas Public Information Act that includes Atmos Energy's proprietary or confidential information, Town will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The Town also will provide Atmos Energy with a copy of this notification, and thereafter Atmos Energy is responsible for establishing that an exception under the Texas Public Information Act allows the Town to withhold the information.

SECTION 20. RESERVATION OF RIGHTS: GENERAL

(A) The Town reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Franchise.

(B) The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and Town hereby expressly reserves the right to grant, at any time, like

privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing natural gas for light, heat, and power for Town and the inhabitants thereof.

(C) Town expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the Town and inhabitants thereof.

(D) Nothing herein shall impair the right of the Town to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the Town as same now exists or as such limits may be extended from time to time hereafter.

SECTION 21. RIGHT TO INDEMNIFICATION, LEGAL DEFENSE AND TO BE HELD HARMLESS

(A) IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (TOWN AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S OPERATIONS.

(B) THE COMPANY'S OBLIGATION TO INDEMNIFY INDEMNITEES UNDER THIS FRANCHISE ORDINANCE SHALL NOT EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED HEREUNDER THAT ARE CAUSED SOLELY OR CONTRIBUTED TO BY THE INTENTIONAL ACT OR NEGLIGENCE OF ONE OR MORE INDEMNITEES. BY ENTERING INTO THIS FRANCHISE ORDINANCE, TOWN DOES NOT CONSENT TO SUIT, WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW OR WAIVE ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(C) EXCEPT AS SET FORTH ABOVE, TOWN SHALL NOT AT ANY TIME BE REQUIRED TO PAY FROM ITS OWN FUNDS FOR INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE

WHATSOEVER ARISING OUT OF COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION OR DISMANTLING OF SYSTEM OR COMPANY'S PROVISION OF SERVICE.

(D) IN THE EVENT ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE INDEMNITEES BY REASON OF ANY MATTER FOR WHICH THE INDEMNITEES ARE INDEMNIFIED HEREUNDER, COMPANY SHALL, UPON NOTICE FROM ANY OF THE INDEMNITEES, AT COMPANY'S SOLE COST AND EXPENSE, RESIST AND DEFEND THE SAME WITH LEGAL COUNSEL SELECTED BY COMPANY; PROVIDED, HOWEVER, THAT COMPANY SHALL NOT ADMIT LIABILITY IN ANY SUCH MATTER ON BEHALF OF THE INDEMNITEES WITHOUT THEIR WRITTEN CONSENT AND PROVIDED FURTHER THAT INDEMNITEES SHALL NOT ADMIT LIABILITY FOR, NOR ENTER INTO ANY COMPROMISE OR SETTLEMENT OF, ANY CLAIM FOR WHICH THEY ARE INDEMNIFIED HEREUNDER, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. COMPANY'S OBLIGATION TO DEFEND SHALL APPLY REGARDLESS OF WHETHER TOWN IS CONCURRENTLY NEGLIGENT. THE INDEMNITEES SHALL GIVE COMPANY PROMPT NOTICE OF THE MAKING OF ANY CLAIM OR THE COMMENCEMENT OF ANY ACTION, SUIT OR OTHER PROCEEDING COVERED BY THE PROVISIONS OF THIS SECTION. NOTHING HEREIN SHALL BE DEEMED TO PREVENT THE INDEMNITEES AT THEIR ELECTION AND AT THEIR OWN EXPENSE FROM COOPERATING WITH COMPANY AND PARTICIPATING IN THE DEFENSE OF ANY LITIGATION BY THEIR OWN COUNSEL. IF COMPANY FAILS TO RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF INDEMNITEE'S WRITTEN NOTICE THAT INDEMNITEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS FRANCHISE, INDEMNITEES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND COMPANY SHALL BE LIABLE FOR ALL REASONABLE AND NECESSARY DEFENSE COSTS INCURRED BY INDEMNITEES.

(E) IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 21 "RIGHT TO INDEMNIFICATION, LEGAL DEFENSE AND TO BE HELD HARMLESS" THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 21(A), AND UPON RESOLUTION OF THIS CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 21(A), COMPANY

SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL REASONABLE ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT COMPANY AND INDEMNITEE WERE BOTH NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 21, INDEMNITY, IF ANY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

(F) This section does not waive any governmental immunity available to the Town under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the Town and the named classes of indemnitees. This section is not intended to limit the ability of the Town or Company to settle claims through alternative dispute resolution.

SECTION 22. INSURANCE

Company shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this franchise agreement insurance or provide self-insurance against all claims for injuries to person or damages to property that may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Atmos Energy, its agents, representatives or employees in accordance with the following minimum coverage:

(1) Commercial general or excess liability with minimum limits of five million dollars (\$5,000,000.00). To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) aggregate. This coverage shall include the following:

- (a) Completed operations to be maintained for one (1) year.
- (b) Personal and advertising injury.
- (c) Contractual liability
- (d) Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000.00) combined single limit. This coverage shall include all owned, hired and non-owned automobiles. Pollution liability insurance, with a minimum coverage of \$10,000,000 per occurrence shall be provided for bodily injury and property

damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall provide coverage for clean-up costs.

(3) Workers' compensation and employers' liability coverage: Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) Coverage B employers' liability is required.

Prior to commencement of operations pursuant to this Agreement, the Company shall furnish the Town with legally binding proof of insurance and a certificate of insurance shall be provided to the Town. The Company shall make the policy available for confidential review at its headquarters upon Town's request.

Company will require its self-insurance to respond to the same extent as if the Town is an additional insured and waive subrogation rights against the Town, and any excess coverage purchased solely to insure Company's obligations within the Town will name the Town as an additional insured.

As between Town and Company, Company's insurance shall be primary for liability pursuant to this franchise.

Company's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 23. TERMINATION

(A) Right to Terminate.

In addition to any rights set out elsewhere in this Franchise Ordinance, the Town reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of the Franchise.

(B) Procedures for Termination.

(1) The Town may, at any time, terminate this Franchise for a continuing material violation by the Company of any of the substantial terms hereof. In such event, the Town shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by certified mail, or personal delivery, addressed and delivered to the Company at the address set forth in the Section titled "Notices" hereof. Notice will be considered delivered if Company refuses to accept delivery or if Company has not provided Town with correct contact information. The Company shall

have sixty (60) calendar days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.

(2) Termination shall be declared only by written decision of the Town Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided notice in writing at least fifteen (15) working days prior to any public hearing concerning the termination of the Franchise. In addition, ten (10) days' notice shall be given by publication or, at the option of the Town, by posting on the Town's website, of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the Company.

(3) The Town, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the Town Council.

(4) Nothing herein stated shall preclude Company from appealing the final decision of the Town Council to a court or regulatory authority having jurisdiction.

(5) Nothing herein stated shall prevent the Town from seeking to compel compliance by suit in any court of competent jurisdiction if the Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 24. RENEGOTIATION

If either Town or Company requests renegotiation of any term of this Ordinance, Company and Town agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 25. SEVERABILITY

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 26. NO WAIVER

Either Town or the Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 27. EFFECTIVE DATE

This Franchise shall be effective thirty (30) days after final passage and approval by Town Council and provided that the Franchise shall only be effective if Company has filed its acceptance as provided by the Section 5 titled "Acceptance of Terms of Franchise" herein.

SECTION 28. OPEN MEETING

That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

PASSED AND APPROVED by the Highland Park Town Council on this 16th day of September, 2025.

APPROVED AS TO FORM:

APPROVED:

Susan B. Thomas
Town Attorney

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

**Take action on the minutes of the Town Council meeting held on
September 2, 2025.**

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council meeting held on September 2, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None

ATTACHMENTS

2025-09-02 TC Minutes - Final 2

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:00 A.M. ON TUESDAY, SEPTEMBER 2, 2025.

Mayor Will C. Beecherl, Mayor Pro Tem Don Snell, and Council Members Alan Friedman, Marc Myers, Lydia Novakov, and Leland White attended the meeting.

I. Mayor Will C. Beecherl called the meeting to order at 8:00 a.m.

II. Council Member Alan Friedman gave the Invocation.

III. PUBLIC COMMENT

Mayor Beecherl asked if anyone wished to address the Town Council about any item listed on the agenda and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Public comments are limited to three minutes per speaker unless otherwise required by law. Items suggested for action may be placed on a future agenda at the Town Council's discretion. There was no comment.

IV. CONSENT AGENDA

On a motion made by Council Member Lydia Novakov, seconded by Mayor Pro Tem Don Snell, the Town Council voted unanimously to approve Items A. through D. on the Consent Agenda. Prior to the vote, Mayor Beecherl explained that all items under the Consent Agenda are considered routine or discussed at a previous meeting. There will be no separate discussion of items unless a request by a Council Member is made prior to the Town Council voting on the motion.

- A. *Take action to authorize the Town Administrator to execute renewals with Cigna for employee medical, dental, and vision insurance plans and with Dearborn National for employer-paid and supplemental (voluntary) life, accidental death and dismemberment, and long-term disability plans for Fiscal Year 2025-26.*
- B. *Take action on the revised and updated Library Master Plan document for FY 2026-2028.*
- C. *Take action on the minutes of the Town Council meeting held on August 19, 2025.*
- D. *Take action on the minutes of the Town Council study session held on August 19, 2025.*

V. PUBLIC HEARING

A. *Conduct a public hearing to receive comments regarding the 2025 Tax Year Proposed Property Tax Rate.* John Samford, C.P.A., Director of Finance, explained that in accordance with the Texas Property Tax Code, when a taxing unit's governing body proposes a tax rate that exceeds the calculated no-new-revenue tax rate, it is required to schedule a public hearing. For the 2025 tax year, the Town has calculated its no-new-revenue tax rate for maintenance and operations and voter-approval tax rate to be \$0.192557 and \$0.199296 per \$100 of taxable assessed value, respectively. At its meeting on August 5, 2025, the Town Council set a proposed tax rate of

\$0.199296 per \$100 of taxable assessed value, equal to the voter-approval tax rate. The no-new-revenue tax rate represents the rate that, when applied to the current year's taxable value (excluding new construction), would yield the same amount of property tax revenue as the previous year. The voter-approval tax rate is the maximum rate the Town may adopt without requiring an election for voter approval. Mr. Samford presented the Town's 2025 Tax Rate Calculation Worksheet, highlighting two effective tax rate increases. The proposed rate of \$0.199296 represents a 3.81% increase over the total no-new-revenue rate of \$0.191974, and a 3.50% increase over the no-new-revenue rate for maintenance and operations (\$0.192557). The difference between these rates reflects adjustments for exemptions affecting taxable value. Although the proposed rate is lower than the 2024 adopted rate of \$0.208550, the Texas Property Tax Code defines any rate above the no-new-revenue rate as an effective tax increase. Mayor Beecherl opened the public hearing and invited comments. Beth Jaynes, 3615 Beverly Drive, questioned increased operational costs, particularly the hiring of a records manager and a civilian parking officer, as well as the purchase of a vehicle. She suggested using volunteers for parking enforcement. Ms. Jaynes also noted that salaries appear to be above market rates and asked for a careful evaluation of how taxpayer funds are allocated. Connie Karcher, 4420 Edmondson Avenue, thanked the Town Council for extending pool hours and requested further extension to at least 5:00 p.m., citing high demand and heat. She also expressed interest in keeping the pool open through November and noted the lack of shower facilities. Ms. Karcher referenced a recent resident survey and suggested involving one or two residents in the survey process. She recommended conducting a short survey at the pool to gather resident feedback on extended hours. With no further comments, Mayor Beecherl closed the public hearing and thanked the residents for their comments.

B. Conduct a public hearing to receive comments on proposed amendments to the Town's Master Fee Schedule reauthorizing and adjusting rates and fees, including, but not limited to, water, sewer, solid waste services, and storm water drainage, effective October 1, 2025. John Samford, C.P.A., Director of Finance, stated that the Town manages its various fees for services through the maintenance of its Master Fee Schedule. The Fiscal Year 2025-26 Proposed Budget ("FY26 Budget") includes fee changes to adjust for increases in service contracts, as well as to address increasing operating and capital costs. Storm water drainage fees are proposed to be increased by 100.0% to provide funding needed for capital improvements of the Town's storm water utility system identified in the Town's pay-as-you-go 10-year capital improvement program ("CIP"). Water and sewer rates are proposed to be increased by 3.9% and 3.0%, respectively. The change in water rates is driven in part by increases in the Town's rate charged for the purchase of water from the Dallas County Park Cities Municipal Utility District, while sewer rates are being adjusted in part due to an increase in the cost of wastewater treatment charged by the City of Dallas. Rates are also increasing due to increasing operational costs and funding the Town's CIP. Town staff propose to adjust solid waste collection and recycling charges by 3.5% based on an estimate of the service cost increase associated with the Town's contracted third-party service providers. Lastly, swimming pool fees are being revised and increased to reflect rising operational costs and enhanced pool services. Regular Open Season Pool Pass for the May through September swim season is proposed to increase from \$60 to \$65. A new fee of \$125 for the "All-in-One" Pool Pass, which allows for the extended swim season from April to November, is included. The Resident and Guest Day Pass is proposed to increase from \$7.00 to \$10.00. Mayor Beecherl opened the public hearing and asked if anyone would like to make a comment. No comments were made. Hearing none, Mayor Beecherl closed the public hearing.

VI. MAIN AGENDA

A. Review, discuss, and take action on an ordinance to adopt the Fiscal Year 2025-26 Proposed Budget, with amendments, in the amount of \$94,580,884, including interfund transfers of \$11,914,218. John Samford, C.P.A., Director of Finance, stated that the Fiscal Year 2025-26 Proposed Budget (“FY26 Budget”) provides, funding for existing Town-provided services and operations, a competitive pay and benefit environment for employees, adequate funding of operating and capital needs, and funding the annual capital transfer from the General Fund to the Capital Projects Fund for future capital needs. Mr. Samford summarized the proposed budget for all funds subject to appropriation. As originally proposed, this is an \$82.3M expenditure budget supported by \$72.9M in estimated revenue, with the balance of \$9.4M, funded by use of available fund balance. As amended, this is an \$82.7M proposed expenditure budget supported by \$73.2M in estimated revenue, with the balance of \$9.5M, funded by the use of available fund balance. In this budget, all funds with a required minimum fund balance are in compliance with policy. Amendments to the original Proposed Budget, as previously discussed in a Study Session meeting held on August 19, 2025, include revenues increased by three-tenths of a percent, expenditures increased by four-tenths of a percent, and overall ending fund balance decreased by five-tenths of a percent. Mayor Beecherl asked if there were any questions, to which there were none. On a motion made by Council Member Leland White, seconded by Council Member Lydia Novakov, Council Members Alan Friendman and Marc Myers, and Mayor Pro Tem Don Snell unanimously voted to approve an ordinance adopting the Fiscal Year 2025-26 Proposed Budget, with amendments, in the amount of \$94,580,884, including interfund transfers of \$11,914,218.

B. Review, discuss, and take action on an ordinance setting the Town's 2025 ad valorem tax rate at \$0.199296 per \$100 of taxable assessed valuation of all taxable property for the 2025 Tax Year, as determined by the Dallas Central Appraisal District. John Samford, C.P.A., Director of Finance, explained that the proposed tax rate set by the Town Council for Fiscal Year 2025-26 is \$0.199296 per \$100 of taxable assessed value and is equal to the voter-approved tax rate. Mr. Samford reviewed the impact of the proposed tax rate on the average residential property. The average home value in the Town of Highland Park is \$3.2 million in 2025, which is approximately \$288k or a 10% increase over the 2024 average value. The tax levy will effectively increase taxes on an average home by a little over \$300, which is a little over 5%. On a motion made by Mayor Pro Tem Don Snell, seconded by Council Member Lydia Novakov, Council Members Alan Friendman, Marc Myers, and Leland White unanimously voted to approve the property tax rate be increased by the adoption of a tax rate of \$0.199296, which is effectively a 3.81 percent increase in the tax rate.

C. Review, discuss, and take action ratifying a property tax increase of \$983,902, which represents an increase of 5.02 percent over last year's adjusted levy and includes \$298,073 in revenues generated from new property added to the tax roll. John Samford, C.P.A., Director of Finance, said that Section 102.007 of the Texas Local Government Code requires a separate vote of the governing body to ratify the property tax increase reflected in the budget if the adoption of the budget generates more revenue from property taxes than in the previous year. This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26 of the Texas Tax Code. The calculation of the increased revenues for the purpose of this item is based on the adjusted tax rolls for 2024, as opposed to the certified tax rolls for

2024, resulting in an increase in tax revenue of \$983,902. The additional tax revenue represents a 5.02% increase over last year's adjusted levy and includes \$298,073 in revenues generated from new property to the tax roll. On a motion made by Council Member Lydia Novakov, seconded by Council Member Marc Myers, the Town Council unanimously voted to ratify a property tax increase of \$983,902, which represents an increase of 5.02 percent over last year's adjusted levy and includes \$298,073 in revenues generated from new property added to the tax roll.

D. Review, discuss, and take action on a resolution amending the Town's Master Fee Schedule reauthorizing and adjusting rates and fees including, but not limited to, water, sewer, solid waste services and storm water drainage, effective October 1, 2025. John Samford, C.P.A., Director of Finance, explained that the Town of Highland Park manages its service-related fees through the Master Fee Schedule. Some fees are designed to fully recover the cost of the related services, such as solid waste collection and building services, while others, including swimming pool and library fees, are intended to partially offset service costs. Utility fees, such as those for water, sewer, and storm water drainage, are structured to support both current operations and future capital needs. As part of the Fiscal Year 2025–26 Proposed Budget, several fee adjustments are proposed to address increases in service contract costs, operating expenses, and capital improvement funding requirements. Stormwater drainage fees are proposed to increase by 100 percent to support capital improvements identified in the Town's 10-year pay-as-you-go Capital Improvement Program ("CIP"). Water and sewer rates are proposed to increase by 3.9 percent and 3.0 percent, respectively, reflecting higher costs from the Dallas County Park Cities Municipal Utility District and the City of Dallas, as well as rising operational expenses and funding needs for the Town's CIP. Solid waste and recycling charges are proposed to increase by 3.5 percent, based on projected increases from contracted third-party service providers. Swimming pool fees are also being revised to reflect higher operational costs and enhanced services. The Regular Open Season Pool Pass, covering May through September, is proposed to increase from \$60 to \$65. A new "All-in-One" Pool Pass, allowing access from April through November, is proposed at a rate of \$125. Additionally, the Resident and Guest Day Pass is proposed to increase from \$7.00 to \$10.00. On a motion made by Council Member Alan Friedman, seconded by Council Member Marc Myers, the Town Council unanimously voted to approve a resolution amending the Town's Master Fee Schedule reauthorizing and adjusting rates and fees, including, but not limited to, water, sewer, solid waste services, and storm water drainage, effective October 1, 2025.

E. Review, discuss, and take action on a resolution setting out the Town's compensation program and related pay plan effective October 1, 2025. John Samford, C.P.A., Director of Finance, addressed the Town Council regarding the Town of Highland Park's compensation program. The Town of Highland Park continues to maintain a competitive compensation program aimed at retaining and recruiting quality employees. Consistent with the prior fiscal year, the pay plan structure for FY 2025-26, encompassing pay ranges for sworn personnel, non-exempt hourly employees, and exempt employees, reflects a 3% increase. Regarding employee compensation, the resolution provides for specific merit-based pay adjustments. First responders will be eligible for a merit adjustment of up to 6 percent. Non-exempt civilian employees and all exempt employees will be eligible for a merit adjustment of up to 3.5 percent. Part-time and seasonal employees will also be eligible for certain pay adjustments as detailed in the resolution. All pay adjustments are limited to the maximum of each employee's respective pay range for their position. Furthermore, the resolution authorizes the Town Administrator to make adjustments to the compensation

program in the event of unusual or unexpected circumstances not otherwise contemplated. The compensation program and associated pay plan are included in the Proposed Budget for FY 2025-26, and the Town Council reviewed and discussed the matter during the budget process. In addition, Mr. Samford informed the Town Council that the Town has engaged a compensation consultant to conduct a comprehensive compensation and benefits study. The study is expected to be completed during FY 2026, and any resulting recommendations will be brought before the Town Council for consideration at a future date. On a motion made by Council Member Marc Myers, seconded by Mayor Pro Tem Don Snell, the Town Council unanimously voted to approve a resolution setting out the Town's compensation program and related pay plan effective October 1, 2025.

VII. Mayor Beecherl adjourned the Town Council meeting at 8:28 a.m.

APPROVED on the 16th day of September 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

**Take action on the minutes of the Town Council study session held
on September 2, 2025.**

PRESENTED BY: Joanna Mekeal, Town Secretary

BACKGROUND:

Attached are the minutes of the Town Council Study Session held on August 19, 2025.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

None.

ATTACHMENTS

2025-09-02 TCSS Minutes

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:34 A.M. ON TUESDAY, SEPTEMBER 2, 2025.

Mayor Will C. Beecherl, Mayor Pro Tem Don Snell, and Council Members Alan Friedman, Marc Myers, Lydia Novakov, and Leland White attended the meeting.

I. Mayor Will C. Beecherl called the meeting to order at 8:34 a.m.

II. PUBLIC COMMENT

Mayor Beecherl asked if anyone wished to address the Town Council about any item listed on the agenda and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Public comments are limited to three minutes per speaker unless otherwise required by law. Items suggested for action may be placed on a future agenda at the Town Council's discretion. There was no comment.

III. FUTURE AGENDA DISCUSSION

A. Review, discuss, and consider the opportunity for a Town Council Member to request an item to be placed on a future Town Council Meeting agenda. Mayor Beecherl asked if any Town Council Member would like to request that an item be placed on a future Town Council study session agenda for discussion or consideration. No items were suggested for a future meeting; however, Council Member Alan Friedman inquired if staff would follow up with the citizens who spoke during the public hearing at the Town Council Meeting. Tobin Maples, A.I.C.P., Town Administrator, confirmed that he spoke to one individual after the meeting and will contact the other.

B. Review and discuss proposed amendments to the Fiscal Year 2024-25 Adopted Budget. John Samford, C.P.A., Director of Finance, explained that since the FY 2024–25 budget was adopted on September 3, 2024, staff identified recommended amendments, including changes to revenues, appropriations, and inter-fund transfers. In the General Fund, proposed amendments include a \$276,000 increase for zoning consulting, a \$4 million transfer of surplus funds to the Capital Projects Fund, and minor adjustments for personnel and legal services, offset in part by increased sales tax revenue. The net result is a \$4 million decrease in the General Fund balance and a corresponding increase in the Capital Projects Fund. In the Utility Fund, \$144,000 in increased appropriations for water purchases and vehicle repairs is mostly offset by higher estimated water sales, resulting in a \$19,000 net decrease in fund balance. Insurance proceeds for the vehicle repairs were received in the prior year, minus the deductible. In the Building Maintenance & Investment Fund, about \$37,000 is proposed for unanticipated furniture and facility repairs, funded from the available balance. An additional \$19,000 in appropriations and \$8,000 in property rental revenue are proposed for final accounting of the Westside Court apartment operations. Overall, total resources are proposed to increase by approximately \$4.43 million, while total uses would rise by about \$4.5 million, resulting in a net decrease of roughly \$70,000 in available fund balances. In response to Council Member White, Mr. Samford confirmed

that operational expenditures are not outpacing capital allocations in the FY 2025-26 budget. Mayor Beecherl asked if there were any further questions, to which there were none.

IV. REPORTS

A. Review and discuss the 2025 Town of Highland Park Community Survey results. Chelsey Gordon, Director of Policy Development and Strategic Initiatives, stated that as part of its strategic planning process, the Town of Highland Park engaged ETC Institute to conduct a community survey in mid-2025 to gather resident input on long-term priorities affecting services such as public safety, parks, and community development. Jason Morado, Vice President and Director of Community Research with ETC Institute, presented a detailed review of the survey results and compared the results with nationwide results. The survey was distributed both by mail and online, promoted through various local channels, and received 487 responses, which is well above the target of 300. Results showed 99% resident satisfaction with life in Highland Park, with top concerns including traffic congestion, nearby urban development, and the loss of historic homes. Mayor Beecherl requested a review of the results comparing residents who have lived in the Town of Highland Park for a few years versus those who have lived in the Town for many years. Ms. Gordon confirmed that the requested data can be provided. She added that staff will be integrating the survey results into the strategic planning retreat.

Mayor Beecherl adjourned the meeting at 9:13 a.m.

APPROVED on the 16th day of September 2025.

APPROVED:

Will C. Beecherl
Mayor

ATTEST:

Joanna Mekeal
Town Secretary



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Review, discuss, and take action authorizing the Town Administrator to execute a service contract for janitorial services.

PRESENTED BY: Lori Chapin, Director of Engineering

BACKGROUND:

This item is provided as an opportunity for the Town Council to consider approval of a service contract for janitorial services for Town Hall, the pool, and the Service Center.

The Town's current janitorial service contract with Night Line Janitorial Inc. expires on September 30, 2025. While the current agreement provides an option to renew the existing contract for up to three additional 12-month terms, Town staff is electing to terminate the contract with Night Line Janitorial Inc. effective September 30, 2025.

In April 2025, the City of University Park ("UP") issued a request for proposals for janitorial services. UP received ten proposals. All responsive proposals were evaluated based on specific criteria, including cost, work plan, work history, and company stability. Based on the scoring process, UP staff selected four firms to interview. At the conclusion of the interviews, UP staff recommended CTJ Maintenance.

The Town has an interlocal agreement with UP, which allows the Town to cooperate in the purchase of goods and services. Under this agreement, Town staff procured a proposal from CTJ Maintenance for janitorial services. CTJ Maintenance, based in Irving, Texas, has been in business for 29 years and employs over 450 staff. They have worked with several DFW area government agencies, including Denton County, Tarrant County, Farmers Branch, and Carrollton, and their reference feedback was favorable. Based on the extensive selection process, references, and the value of services to be provided, the Town staff recommends initiating a contract with CTJ Maintenance. Janitorial services include the Town Hall, DPS Administration and living quarters, Service Center, and pool restrooms (when in season).

The FY 25-26 Operating Budget includes \$41,850 for janitorial services. The contract with CTJ Maintenance provides janitorial services for an amount of \$49,284. While the new annual contract is \$7,434 higher than budgeted, CTJ Maintenance will be providing enhanced cleaning services for areas not previously included. These areas comprise the DPS offices and living quarters, the basement gym, and the pool. Each has a specific cleaning frequency and, as detailed in the attached contract, includes daily, weekly, and monthly tasks for all areas.

The contract terms are for one year, with four optional annual renewals. Upon approval, CTJ

Maintenance will begin cleaning services on October 1, 2025.

RECOMMENDATION

Staff recommend approval authorizing the Town Administrator to execute the contract with CTJ Maintenance for janitorial services for an amount not to exceed \$49,284 annually, for a total maximum contract price of \$250,000 (total of five years). Funding is subject to the contract renewal terms, subsequent appropriated funds, and contractor performance.

The Town Attorney has reviewed and approved the contract and supporting documentation.

FINANCIAL IMPACT

The annual contract amount is \$49,284. Funding is derived from the FY 25-26 Operating Budget, which includes \$41,850 for janitorial services. At this time, a budget amendment is not required as it is anticipated that the shortfall of \$7,434 can be absorbed within the Town Hall and Service Center Maintenance Fund.

ATTACHMENTS

Executed ILA - City of University Park, HP Contract for Janitorial Services 2025-2026 - CTJ

INTERLOCAL PURCHASING AGREEMENT

This agreement ("Agreement") is made and entered into this 26th day of May, 2015, by and between the TOWN OF HIGHLAND PARK, TEXAS (hereinafter called "HP"), and the CITY OF UNIVERSITY PARK, TEXAS (hereinafter "UP"), each acting by and through its duly authorized officials;

WHEREAS, HP and UP (each a "party" and collectively the "parties") are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, HP and UP wish to enter into this Agreement pursuant to Chapter 271 of the Local Government Code and Chapter 791 of the Texas Government Code to set forth the terms and conditions upon which HP and UP may purchase various goods and services commonly utilized by each entity; and,

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of HP and UP through the anticipated savings to be realized and is of mutual concern to the contracting parties;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; HP and UP agree as follows:

1. HP and UP will cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts under this Cooperative Purchase Program;
2. HP and UP agree that they will share information as to any purchase(s) subject to competitive bidding requirements under State law on an as needed basis. HP and UP agree that if any purchase is made through a competitive purchasing process by a party, in accordance with State law, the other municipality may rely upon that process to make a similar purchase from the same vendor without the necessity to repeat the competitive purchase process.
3. Each municipality will enter into individual contracts with vendors under the Cooperative Purchasing Program created under this Agreement. HP and UP shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.
4. HP and UP agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative") to carry out the provisions of this Agreement.
5. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's

agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

6. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.
7. This Agreement will be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations.
8. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
10. Execution of this Agreement does not obligate HP or HP to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.
11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.
13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

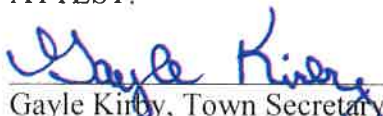
14. This Agreement shall be in full force and effect until terminated by either party. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated with or without cause by either party upon thirty (30) days' written notice to the other party.

EXECUTED this 26th day of May, 2015.

TOWN OF HIGHLAND PARK

By: 
Bill Lindley, Town Administrator

ATTEST:


Gayle Kirby, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

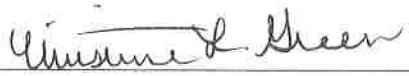

Town Attorney

EXECUTED this _____ day of _____, 2015.

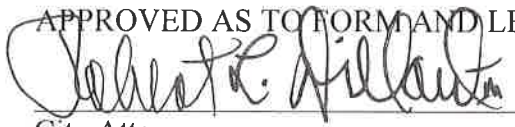
CITY OF UNIVERSITY PARK

By: 
Robbie Corder, City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

AGREEMENT FOR JANITORIAL SERVICES

This Agreement for JANITORIAL services (this “Agreement”) is made and entered into by and between the Town of Highland Park, Texas, a home-rule municipality (the “Town”) and CTJ Maintenance, Inc. authorized to do business in Texas (“Contractor”), located at 6565 N. MacArthur Boulevard, #225, Irving, Texas, 75039 (collectively, the “Parties”).

1. Scope of Services. Contractor shall undertake and complete the services specifically described in Exhibit A, “Scope of Services,” (the “Services”) of the Proposal Letter Agreement, attached hereto as Exhibit 1 and incorporated herein by reference for all purposes (the “Proposal”).
2. Schedule of Work. Contractor agrees to commence the Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit “1”, to the extent they do not conflict with this Agreement.
3. Term. This Agreement shall be for a term of one year (the “Initial Term”) with four (4) optional annual renewals (each a “Renewal Term”). The initial term of this Agreement shall begin on October 1, 2025, and continue until September 30, 2026, unless earlier terminated as provided herein. The option to extend the agreement for any Renewal Term shall be at the sole discretion of the Town.
4. Compensation and Method of Payment. In consideration for the Services performed by Contractor, the Town agrees to compensate the Contractor not to exceed the amount of \$49,284.00 during the Term. Contractor shall provide the Town with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit “1”. Upon approval, Town shall compensate Contractor as provided herein and in Exhibit “1” with the payment term being net 30 days after the date the Town is delivered a written invoice for Services completed. Contractor shall be responsible for payment of all subcontractors, and all labor, materials, equipment and supplies provided as required by this Agreement.

Additional Work. Services other than set forth in this Agreement and/or Exhibit “1”, when requested in writing by the Town, shall be charged at a rate to be agreed upon by the parties.

5. **WARRANTY AND DEGREE OF CARE. THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.**
6. Insurance. Contractor shall procure, at its own expense, insurance in an amount and form as provided in Exhibit 2, attached hereto and incorporated herein for all purposes.

7. **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY FOR THE PURPOSES OF THIS SECTION 8, THE “TOWN”) FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ACTIONS INVOLVING THE ERROR, OMISSION, OR INTENTIONAL MISCONDUCT BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT, OR SOLE NEGLIGENCE OF, OR BREACH BY THE TOWN AS DETERMINED IN A FINAL JUDGEMENT BY A COURT OF COMPETENT JURISDICTION. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE CONTRACTOR AND TOWN.

8. **Termination.** This Agreement may be terminated by the following:
- a) By mutual written agreement of the parties;
 - b) Immediately by the Town if Contractor defaults or breaches any of the terms or conditions of this Agreement;
 - c) By either party, upon thirty (30) days prior written notice. Should Contractor terminate the Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
 - d) By Town, if Contractor suffers an Event of Bankruptcy or Insolvency; “Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor's existence as a going business, insolvency, appointment of a receiver for any part of Contractor's property, and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof; or,

- e) By Town, if Town fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.
9. Independent Contractor. In performing this Contract, Contractor is acting as an independent contractor with respect to the Town, and neither the Contractor nor any Contractor staff shall be considered employees of the Town. In no event shall this Contract be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either party to act as an agent for the other, except to the extent herein provided. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to each party's personnel. Neither Contractor nor any Contractor staff shall be subject to any Town policies solely applicable to Town employees. Contractor agrees that any employment related claims, including but not limited to unemployment benefits, discrimination, harassment, hostile work environment and job-related injuries, made by Contractor's employees or subcontractors of the Contractor, shall be the sole responsibility of Contractor, and Town shall have no liability or responsibility, therefore.
10. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the Parties, any right or remedy under or by reason of this Agreement.
11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Dallas County, Texas.
12. Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state or local laws, including but not limited to the Town Code of Ordinances, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.
13. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision:

If to Town:

Town of Highland Park, Texas
Attn: Town Administrator
4700 Drexel Drive
Highland Park, TX 75205

If to Contractor:

CTJ Maintenance, Inc.
6565 N. MacArthur Blvd, #225

14. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.
15. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both Parties.
16. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the Services performed under this Agreement.
17. Counterparts. This Agreement may be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
18. Assignment. Neither Party shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other Party.
19. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Anti-Boycott Verification," shall survive termination of this Agreement until the statute of limitations has run.
20. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made pursuant to Section 2252.152, Texas Government Code, and excludes the Owner and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Iran, Sudan and Foreign Terrorist Organizations," shall survive termination of the Agreement until the statute of limitations has run.

21. Verifications Pursuant to Chapter 2276, Texas Government Code. The Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Verifications Pursuant to Chapter 2276, Texas Government Code," shall survive termination of the Agreement until the statute of limitations has run
22. Verification Pursuant to Chapter 2274, Texas Government Code. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any:
- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association during the term of this Agreement.

The foregoing verification is made pursuant to Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, "firearm entity" shall have the meaning assigned to such term in Section 2774.001(6), Texas Government Code, and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7), Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, Verification Pursuant to Chapter 2274, Texas Government Code", shall survive termination of the Agreement until the statute of limitations has run.

23. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate originals and effective as of the __ _ day of __ __, 2025 (the “Effective Date”).

CONTRACTOR:

NAME

By:



Name: Lorena Noguera-Rivello
Title: President

TOWN:

TOWN OF HIGHLAND PARK

By:

Tobin Maples
Town Administrator

EXHIBIT 1
PROPOSAL/SCOPE

**Proposal for Janitorial Services for
the Town of Highland Park**

The quote for cleaning Town buildings is \$4,107.00 monthly or \$49,284.00 annually broken down as follows:

	Monthly	Annual	Est. Hours	Frequency
Service Center	\$ 972.00	\$11,664.00	2	MTWRF
Library	\$ 972.00	\$11,664.00	2	MTWRF
Town Hall	\$ 1,457.00	\$17,484.00	3	MTWRF
DPS Office 2 nd Floor	\$ 486.00	\$ 5,832.00	1	MTWRF
DPS 3 rd Floor	\$ 146.00	\$ 1,752.00	2	E/O Friday
Basement Gym	\$ 49.00	\$ 588.00	1	E/O Friday
Pool	\$ 25.00	\$ 300.00	1	E/O Monday
	\$4,107.00	\$49,284.00		

The pool cleaning assumes an estimated 13 visits per year between Memorial Day and Thanksgiving but can be adjusted as requested.

This quote assumes we will follow the services agreement established by University Park. CTJ Maintenance will supply only labor. The town will supply equipment, consumables and chemicals needed for this cleaning.

Thank you for the opportunity to provide this quote!

Matthew Rivello, Vice President

6565 N. MACARTHUR BLVD. #225

IRVING, TX 75039

OFFICE: 214-624-5233

FAX: 214-624-5101

EMAIL: matthew.rivello@ctjmaintenance.com



Matthew Rivello

8/13/2025

Date

DAILY													WEEKLY						MONTHLY				
		Grab Rails	Glass	Sink	Toilets/Urinals/wall partitions	Restock Supplies	Coffee Pot/ Microwave	Wipe Down Counter/Shared Desk	Break Table(s)	Sweep/Mop Hard Surface Floors	Recycled	Trash	Dust Blinds	Door/sidelight Glass	Sweep/Mop Hard Surface Floors	Vacuum	Mop Floor Mat	Dust Furniture/Exercise Equipment	Wipe Down Counter/Shared Desk	Clean Walls / Partition /Doors	AC VENTS	Clean woodwork/doors	Cob web removal
Location	Space	x	x	x	x	x		x		x	x	x			x	x			x		x	x	x
City Hall/Library	Restrooms																						
City Hall/Library	Office																						
City Hall/Library	Break Rooms																						
City Hall/Library	Public Spaces/Hallways/Stairs																						
City Hall/Library	Elevator																						
City Hall/Library	Council Chambers																						
DPS	Police Locker Rooms																						
DPS	Restrooms																						
DPS	Office																						
DPS	Break Rooms																						
DPS	Public Spaces/Hallways/Stairs																						
DPS	Weight Room																						
DPS	Police Detail Room																						
DPS	Fire Dorm Rooms																						
Service Center	Office																						
Service Center	Conference Rooms																						
Service Center	Day Rooms																						
Service Center	Kitchen/Break Rooms																						
Service Center	Computer Lab																						
Service Center	Emergency Operations Center																						
Service Center	Restrooms/Locker Rooms																						
Service Center	Elevator																						
Service Center	Public Spaces/Hallways/ Stairs																						
Service Center	Exercise Room																						
BIWEEKLY																							
DPS	Dispatch Room																						
DPS	3rd Floor																						

EXHIBIT 2

INSURANCE REQUIREMENTS

Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by the Town, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Errors & Omissions:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The Town shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the Town shall be contained in all liability policies and the Workers Compensation policy.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
9. Insurance must be purchased from insurers that are financially acceptable to the Town.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions for the Town.

Upon request, Contractor shall furnish the Town with certified copies of all insurance policies.

All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Review, discuss, and take action authorizing the Town Administrator to execute a remediation and demolition construction contract for the Westside Court Apartments.

PRESENTED BY:

BACKGROUND:

This item is provided as an opportunity for the Town Council to consider approval of the remediation and demolition construction contract for the apartments located at 5008 Holland Avenue.

The Town purchased the property located at 5008 Holland Avenue, known as the Westside Court Apartments, in January 2024. The site consists of a two-story apartment building with a sub-grade parking garage (under the west portion of the building). The apartment complex has 18 units, a laundry room, a courtyard area, surface parking, utilities, and landscaped grounds. The apartments have been vacant since December 2024, and Town staff are preparing the site for demolition to allow for future municipal use of the property.

The Town hired Terracon Consultants, Inc. ("Terracon") to conduct an asbestos survey of the Westside Court Apartments to determine the level of remediation required ahead of demolition. The objective of the asbestos survey was to identify the presence and location of accessible friable and nonfriable ACM present in the survey areas, collect samples, and provide findings/recommendations. Terracon's survey confirmed the presence of asbestos and recommended remediation.

Terracon prepared an Asbestos Abatement Specification that will be used to perform the abatement. Because there are specific requirements for remediation and disposal, it is imperative that the Town hire a qualified, experienced contractor. Terracon has worked with many contractors in the area and recommended a few that could perform the work. The specification was provided to these contractors, and bid pricing was obtained as follows:

Contractor	Buyboard	Remediation Cost	Demolition Cost	Total Cost
HP EnviroVision	TIPS #22100201	\$ 126,169	\$ 177,500	\$ 303,669
The Demo Company	TIPS #23010402	\$ 199,820	\$ 179,670	\$ 379,490
Core Construction	OMNIA	\$ 527,318	INCLUDED	\$ 527,318

Two of the contractors are part of the TIPS buyboard program. The other contractor is part of a

similar cooperative purchasing program OMNIA; however, the price was significantly higher than the other bids provided. TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. For governmental agencies such as city governments, membership in a purchasing cooperative offers the following benefits:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with the purchasing process by qualified TIPS staff
- Access to pricing based on a “national” high-profile contract

The process to award a TIPS contract is similar to the Town’s bidding process, which includes posting and RFP/RFQ for specific services, advertising, opening and scoring proposals, and selecting the vendor.

Staff recommend awarding the remediation and demolition contract to HP EnviroVision for \$303,669. Staff confirmed with TIPS staff that the proposal provided is within the parameters of the vendor’s contract. Upon award, staff will provide the signed contract and the purchase order to TIPS and will receive a confirmation letter.

Site remediation and demolition activities will be overseen by Terracon. The hourly contract is estimated to be \$23,900 and includes on-site inspection and air monitoring, project management, and an abatement project report. The contract is provided for reference only as no action is required.

In addition, the Town will be required to pay a disposal fee in the amount of \$3,300 as required by the Texas Department of State Health Services.

RECOMMENDATION

Staff recommend approval authorizing the Town Administrator to execute a construction contract with HP EnviroVision for the remediation and demolition of the Westside Court Apartments located at 5008 Holland Avenue for a total contract price of \$303,669.

FINANCIAL IMPACT

Funding is derived from the FY 2025 Capital Improvement Plan, which includes \$400,000 within the Utility Fund.

ATTACHMENTS

Remediation and Demolition Contract - V1 - DRAFT, P94257972 - Town of Highland Park -

Westside Court Apts Asbestos Consulting Srvs Proposal-signed



Demolition of Westside Court Apartments 5000 Holland Avenue

AGREEMENT FOR REMEDIATION AND DEMOLITION SERVICES

This Agreement for _____ services (this "Agreement") is made and entered into by and between the Town of Highland Park, Texas, a home-rule municipality (the "Town") and _____ authorized to do business in Texas ("Contractor"), located at _____ (collectively, the "Parties").

1. Scope of Services. Contractor shall undertake and complete the services specifically described in Exhibit A, "Scope of Services," (the "Services") of the Proposal Letter Agreement, attached hereto as **Exhibit 1** and incorporated herein by reference for all purposes (the "Proposal").
2. Contract Documents. Contractor shall adhere to the provisions specifically described in Exhibit B, "Contract Documents," (the "Documents") and incorporated herein by reference for all purposes.
3. Commencement and Completion of Services. Contractor shall begin the Services immediately upon receipt of a fully executed copy of this Agreement and the Proposal. Contractor shall complete the Services in accordance with the Proposal ("Services Completion Date"). The Contractor may extend the Services Completion Date upon fifteen (15) days written request to the Town, and the Town's written consent within fifteen (15) days of receiving such request, which the Town may provide in its sole discretion.
4. Term. This Agreement shall be for a term (the "Initial Term") beginning on the Effective Date (as defined herein) and ending on the date that all of the following has occurred, unless otherwise terminated in accordance with the terms of this Agreement: a) the Services Completion Date (as may be extended) has passed; b) the services have been completed in general accordance with the Project Schedule included in the Proposal and the final deliverables accepted by the Town; c) the Compensation (as defined herein) has been fully paid.
5. Compensation. In consideration of the Services performed by Contractor, the Town agrees to pay Contractor in the amounts and manner indicated in the Proposal, provided that the total amount for services under this Agreement shall not exceed \$, except as the Services may be modified as provided herein.
6. **WARRANTY AND DEGREE OF CARE**. THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.

7. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the Town confidential and shall not release them without the consent of the Town. Upon completion of Services and payment of the Compensation owed, all documents created for the Town pursuant to this Agreement shall be the property of the Town and shall be provided to the Town by Contractor.
8. Insurance. Contractor shall procure, at its own expense, insurance in an amount and form as provided in Exhibit 2, attached hereto and incorporated herein for all purposes.
9. **INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY FOR THE PURPOSES OF THIS SECTION 8, THE "TOWN") FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ACTIONS INVOLVING THE ERROR, OMISSION, OR INTENTIONAL MISCONDUCT BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT, OR SOLE NEGLIGENCE OF, OR BREACH BY THE TOWN AS DETERMINED IN A FINAL JUDGEMENT BY A COURT OF COMPETENT JURISDICTION . OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE CONTRACTOR AND TOWN.**
10. Termination. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. Compensation for the Services shall be made only for those Services provided prior to the effective date of termination.
11. **Independent Contractor. In performing this Contract, Contractor is acting as an independent contractor with respect to the Town, and neither the Contractor nor any Contractor staff shall be considered employees of the Town. In no event shall this Contract be construed as establishing a partnership or joint venture or similar**

relationship between the Parties hereto, and nothing herein shall authorize either party to act as an agent for the other, except to the extent herein provided. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to each party's personnel. Neither Contractor nor any Contractor staff shall be subject to any Town policies solely applicable to Town employees. Contractor agrees that any employment related claims, including but not limited to unemployment benefits, discrimination, harassment, hostile work environment and job-related injuries, made by Contractor's employees or subcontractors of the Contractor, shall be the sole responsibility of Contractor and Town shall have no liability or responsibility therefore.

12. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the Parties, any right or remedy under or by reason of this Agreement.
13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Dallas County, Texas.
14. Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state or local laws, including but not limited to the Town Code of Ordinances, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.
15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision:

If to Town:

Town of Highland Park, Texas
Attn: Town Administrator
4700 Drexel Drive
Highland Park, TX 75205

If to Contractor:

-
16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.
17. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both Parties.
18. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the Services performed under this Agreement.
19. Counterparts. This Agreement may be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
20. Assignment. Neither Party shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other Party.
21. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Anti-Boycott Verification," shall survive termination of this Agreement until the statute of limitations has run.
22. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made pursuant to Section 2252.152, Texas Government Code, and excludes the Owner and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything

contained herein, the representations and covenants contained in this Section, "Iran, Sudan and Foreign Terrorist Organizations," shall survive termination of the Agreement until the statute of limitations has run.

23. Verifications Pursuant to Chapter 2276, Texas Government Code. The Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Verifications Pursuant to Chapter 2276, Texas Government Code," shall survive termination of the Agreement until the statute of limitations has run

24. Verification Pursuant to Chapter 2274, Texas Government Code. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any:

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association during the term of this Agreement.

The foregoing verification is made pursuant to Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, "firearm entity" shall have the meaning assigned to such term in Section 2774.001(6), Texas Government Code, and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7), Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Verification Pursuant to Chapter 2274, Texas Government Code", shall survive termination of the Agreement until the statute of limitations has run.

25. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295

has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate originals and effective as of the ____ day of _____, 2025 (the "Effective Date").

CONTRACTOR:

By: _____

Title: _____

TOWN:

TOWN OF HIGHLAND PARK

By: _____

Tobin Maples
Town Administrator

EXHIBIT 1
PROPOSAL/SCOPE



HP EnviroVision

August 15, 2025

PROPOSAL #Q2513-25

Mr. Garry Fitton
City of Highland Park

469.586.6759
Gfitton@hptx.org

RE: **Westside Court Apartments – Abatement & Demolition – TIPS Contract #22100201**
5000 Holland Avenue
Highland Park, Texas 75209

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal for the **abatement of asbestos containing materials and structural demolition** at the above referenced site as further identified in the scope of work section of this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a **"Lead Firm," Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (Quinn Johnsen), **#MRC 1545**.

Notification of regulatory agencies (DSHS / EPA) is required prior to performing this work. The **DSHS asbestos removal fee is not included with our bid and is to be paid by owner or others**. DSHS will send this removal fee invoice directly to the building owner representative for direct payment. Fees are determined by the quantity of asbestos to be abated. DSHS calculates fees at \$30 per Asbestos Reporting Unit (ARU) plus 3%; each 160 square feet or 260 linear feet of asbestos abated equals one ARU.

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Respectfully,

Quinn Johnsen
Vice President

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

SCOPE OF WORK

This bid proposal includes the following environmental services:

Westside Court Apartments, 5000 Holland Avenue, Highland Park, Texas:

Scope of Work to be Completed. The following items and quantities are included as part of HP's bid proposal as identified within the *Asbestos Abatement Specification* (dated April 11, 2025) prepared by Terracon Consultants and during the on-site visit conducted on August 12, 2025. HP has based this proposal on performing the work per our standard asbestos abatement work procedures and upon applicable federal and state regulations.

BASE BID: Asbestos Abatement

- The removal and disposal of ~ 12,722 square feet of gypsum board ceiling materials.
- The removal and disposal of ~ 34,986 square feet of gypsum board wall materials and associated interior door caulking.
- The removal and disposal of ~ 302 square feet of ceramic floor tile.
- The removal and disposal of ~ 340 linear feet of exterior door caulking. Proposal based upon NESHAP removal methods for all exterior door caulking.
- The removal and disposal of ~ 2,348 linear feet of interior and exterior window caulking. Proposal based upon removal with the same containment as the gypsum board listed above.
- The removal and disposal of ~ 85 windows and associated glazing. Proposal based upon removal with the same containment as the gypsum board listed above.

ALTERNATE #1: Building Demolition

- The demolition and disposal of the building/foundation, retaining wall, surface paving, and sub level parking garage (sidewalks, curb, and wood fence to remain). The only trees to be removed are those necessary for building demolition.

ALTERNATE #2: Parking Garage Back Fill

- The importing of back fill material to level the lot and provide positive drainage after below grade parking garage removal.

I. Site Specific Bid Qualifications:

- 1) Proposal based on adequate electricity and water at the site.
- 2) Proposal based upon all contents, furnishings, trash, etc. removed from the work areas by owner prior to the HP start date (if applicable).
- 3) Owner responsible for all utility disconnects and capping prior to demolition (after abatement complete).
- 4) Import fill excluded. Rough grade with on-site soils only. Or see ALT #2..
- 5) Installation of any erosion control devices excluded.
- 6) Installation of silt fence or SWPPP excluded.
- 7) Installation of temporary security fencing during demolition included.
- 8) Pier Survey excluded. If piers encountered, removal to four (4) feet below grade included in this proposal.

II. Work Area Preparation:

HP to prepare the abatement work area per the Terracon specification document.

III. Personnel Protective Equipment:

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPRs)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

IV. Air Testing / Consulting (by owner):

Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Contrast Microscopy (PCM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air testing lab / consultant are **not included in HP's bid** per state regulations.

PROJECT DURATION

Project duration for the asbestos abatement base bid is estimated at **15-20** working shifts. HP will work **Monday – Friday, day shifts, and up to 10 hours per work shift.**

WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal.

Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. This proposal is based upon the project electrician connecting HP's power panel to the on-site electrical panel at no charge to HP.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **Fire / Containment Watch;** excluded when HP not on site.
- 4) **Prevailing Wages;** excluded, proposal based upon typical market wages.
- 5) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 6) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 7) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 8) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 9) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.

- 10) **Air Testing - Consultant;** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 11) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
- 12) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- 13) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 14) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
- 15) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 16) **Regulatory Changes;** HP reserves the right to adjust pricing / time for a change in regulatory enforcement
- 17) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.
- 18) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials are encountered an additional charge will apply to remove each additional layer.
- 19) **Flooring materials;** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
- 20) **Flooring materials;** an additional charge may apply to abate excessive floor filler / leveler (>0.5 inch thick and/or covering >5% of the work area), non-asbestos mastics.
- 21) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 22) **See Site Specific Bid Qualifications.**
- 23) **Other hazardous materials,** if present, are excluded
- 24) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.

COMPENSATION FOR SERVICES: ABATEMENT BASE BID – TIPS CONTRACT # 22100201

Mobilization & Project Setup	\$ 695.00
Asbestos Abatement (See Page 2 Scope of Work)	\$ 125,474.00
Labor, Insurances, Overhead, Licensing, & Training	\$ Included
Materials & Containment (poly, tapes, suits, filters, solvents, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Asbestos Waste Manifest, Transportation & Disposal	\$ Included
File original or amend regulatory notice to DSHS	\$ Included
DSHS Notification Fees (~\$3,300.00 base bid estimate)	\$ by owner
Air Testing / Project Design / Consultant Services	\$ by owner
OSHA Compliance Testing of HP Employees	\$ <u>Included</u>
LUMP SUM TOTAL ABATEMENT BID:	\$ 126,169.00*

[One Hundred Twenty-Six Thousand, One Hundred and Sixty-Nine and 00/100 Dollars]

ALTERNATE #1

Building Demolition per page 2 Scope of Work

-Additional Cost \$ 106,633.00

ALTERNATE #2

Back fill with imported fill material after demolition per page 2 Scope of Work

-Additional Cost \$ 70,867.00

*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials. Bonds excluded (if required, add additional 2.95%).

TERMS:

Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Bonding Excluded (add 2.95% to bid for HP to provide P&P Bonds). Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary.

Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as **authority for HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

Company Name

Purchase Order # (if applicable)

Print Name
Authorized Representative

Title

Signature

____ / ____ /2025
Date

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050 (972) 399-0068, Fax 972-986-6013

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2025.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2025.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a Town) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said
(Name of Company)

company to the Town of Highland Park that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Company _____

Address _____

Phone _____

Email _____

Bidder (Signature) _____

Bidder (Print Name) _____

Position with Company _____

Signature of
Company Official
Authorizing This Bid _____

Company Official
(Printed Name)

Official Position

SUBSCRIBED AND SWORN TO BEFORE ME, this ____ day of _____, 202__.

(Notary Public in and for the State of Texas)

(Printed Name of Notary)

My commission expires _____

CONTRACT PROVISIONS

1. PROJECT DESCRIPTION

The project generally includes asbestos abatement and demolition of the Westside Court Apartments located at 5000 Holland Avenue, Highland Park, TX 75209.

This property has been purchased by the Town of Highland Park and is now unoccupied. An asbestos survey of the site has been completed and is provided in Appendix A of this document. The contractor will be required to perform asbestos abatement per the protocol provided in Appendix B of this document. Following abatement, the project will include full demolition of the building, concrete, asphalt and associated features of the property.

The site boundaries include a wooden fence line between this site and the Holland elevated storage tank site to the west and north, Holland Avenue on the south side, and a Town of Highland Park alley along the east side. All concrete, brick, and asphalt, including the existing apartment complex building, parking garage basement (including walls and foundation), and miscellaneous equipment on the site are to be demolished and removed. Large gravel should be removed as well. The basement is to be backfilled with compacted soil, and the site shall be graded to match existing grades and provide positive drainage towards the alley or Holland Avenue.

2. EXAMINATION OF SPECIFICATIONS AND SITE OF THE PROJECT

Bidders are required, prior to submitting any bid, to read the bid requirements and are encouraged to visit the site to examine conditions. Any bidder, by submitting a bid, represents and warrants that it has prepared the bid in accordance with the technical specifications.

3. DISPOSAL OF MATERIALS

Surplus excavation and other materials removed as a part of the construction may be deposited at a legal disposal site in accordance with all applicable federal, state and local laws and regulations.

4. SUBCONTRACTS

Each subcontract entered into by the Contractor shall provide that the provisions of this agreement shall apply to all subcontractors and their officers and employees in all respects as if they were employees of the Contractor.

5. PREPARATION:

- a) All required permits are the responsibility of the contractor; Town permit fees will be waived. Contractor must be/or become a registered contractor with the Town and submit a RAZE (Demolition) Packet – Multi-family/Commercial permit application. This packet is available digitally on the Town's website at hptx.org/150/Forms-Applications. The following table outlines the applicability of different permit requirements to this project:

Permit Requirement (see Remarks on application page 1)	Applicability to This Project
1. Deed submittal	Not required
2. \$500 deposit	Not required - waived
3. Sewer and water disconnects	By owner
4. Advance extermination	Required
5. Utility terminations	By owner
6. Erosion control plans	TBD
7. Asbestos Abatement Certification	Required
8. \$500 RAZE permit	Not required – waived
9. Air quality control	Required

- b) If any lane closures are necessary, contractor will be required to submit a traffic plan to the Town of Highland Park for Town approval.
- c) Protect existing landscaping materials, appurtenances, and structures that will not be demolished.
- d) Site shall be secured to protect safety of citizens and protect debris from leaving the site. At minimum, a temporary construction fence shall enclose all areas of work.
- e) Contractor shall provide any necessary stormwater, erosion, sediment, and dust control.
- f) Construction water will be available to the contractor from the fire hydrant located at the southwest corner of Holland Avenue and Westside Drive. The Town shall provide a water meter, subject to a \$1,500 deposit from the contractor. The contractor shall not incur charges for water usage; the Town will provide water at no charge. The contractor is responsible for hoses, hose ramps, and other equipment required to deliver water to the project site.
- g) “Dry utility” disconnects (gas, cable, phone, etc.) are the responsibility of the owner. The electrical service to the building has previously been disconnected. Oncor has set a new temporary power drop to provide site power during abatement and demolition activities. The contractor shall not incur charges for electricity usage; the Town will pay for usage.
- h) Vehicular access for residential units via the alley east of the project site shall not be impeded.
- i) Utility service (water, sewer, gas, electric, cable, phone, internet, other) to residential properties adjacent to the project site shall not be impacted or disconnected. Contractor shall mark location of existing utilities and protect/maintain utilities not to be demolished.
- j) Town shall notify adjacent property owners prior to commencement of work. Contractor shall give Town at least one week of advance notice prior to mobilization.

- k) Demolition equipment shall not traverse or infringe upon adjacent private properties. Any equipment that will traverse adjacent Town-owned property (such as the Public Works Service Center site or new elevated storage tank site) shall be coordinated with the Town in advance.
- l) Any roll-off containers or dumpsters must be approved by the Town. Parking and dumpster locations are marked on Exhibit A in this document.
- m) Conduct demolition to minimize interference with adjacent structures or pavements to remain
- n) Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.
- o) Sprinkle work area with water to minimize dust if needed. Any hoses and water connections shall be provided by the contractor for this purpose.
- p) Comply with governing regulations pertaining to environmental protection.
- q) Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.
- r) Return adjacent areas to condition existing prior to start of work.

6. ABATEMENT AND DEMOLITION:

- a) Contractor shall provide Senate Bill 509 form as part of the Town's demolition permit application. Completed asbestos survey is attached to this document (Appendix A).
- b) Prior to demolition of the project site, Contractor shall perform abatement on hazardous materials (asbestos) per the attached protocol (Appendix B). Town shall retain third-party consultant for on-site monitoring.
- c) Standard demolition activities shall commence only following closeout of asbestos abatement.
- d) Structures may be removed intact when acceptable to the Town and authorities having jurisdiction.
- e) Completely fill below grade areas and voids resulting from demolition or removal of structures using fill soil free from debris, trash, frozen materials, roots, and other organic matter. Clean fill shall be compacted in place to eliminate voids and settling.
- f) Areas to be filled shall be free of standing water or unsuitable material, trash, and debris prior to fill placement.
- g) All materials and debris resulting from the demolition operations shall be disposed of by the Contractor in a manner that will comply with all local, State and Federal

regulations. The Contractor shall be responsible for any soil contamination resulting from the Contractor's actions associated with removing, storing, handling and disposing of any hazardous materials from the site.

- h) A suitable disposal site shall be arranged for and secured by the Contractor, and the Contractor shall assume full responsibility for acceptable disposal of the material as well as for any damages resulting from his disposal operations. The Contractor shall pay for any required permits or dumping fees. As a condition of final acceptance, the Contractor shall provide the Town with information and evidence concerning disposal details and arrangements. Written verification that all demolished materials have been delivered to a salvage yard complying with all local, State and Federal regulations shall be provided by the Contractor to the Town. The Contractor shall also obtain from the salvage yard and provide to the Town written verification that all other demolished materials resulting from this project have been delivered by the salvage yard to a foundry to be smelted.
- i) All components of the site shall be the responsibility of the Contractor upon execution of the contract.
- j) Upon completion of demolition, Contractor shall grade site as necessary to prevent pooling of water or severely uneven surfaces.

7. PROJECT CLEAN-UP

- a) The Contractor shall keep the project site in a neat and orderly condition. Clean up work shall be done as directed by the Town as the work progresses or as needed. Clean up work shall include, but not be limited to:
 - Removing the trash, paper, rubbish and debris resulting from operations
 - Sweeping streets clean of dirt or debris
 - Alleviating any dust nuisance in the work area or surrounding area
 - Storing excess material in appropriate and organized manner
 - Keeping trash of any kind off neighboring property
- b) Upon completion of the project, Contractor shall completely clean and remove from the site all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. Contractor shall leave the site in a neat and orderly condition. Surplus and waste materials removed from the site shall be disposed of at locations satisfactory to the Town, and at the Contractor's sole cost. No extra payment will be made for any clean-up required on the project.

8. PURCHASE ORDERS AND PAYMENT

- a) PURCHASE ORDERS: A purchase order(s) shall be generated by the Town to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The Town will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made

for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

- b) **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the Town, prior to commencement of any work pursuant to the agreement provisions.
- c) **FUNDING:** The Town is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding is not available.
- d) **TAXES:** The Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the Town and furnished upon request by the Finance Division.
- e) **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the Town in this document. Prompt payment discounts may be used by the Town in determining the lowest responsible bidder.
- f) **INVOICES:** Invoices must be submitted by the successful bidder to: hcerda@hptx.org

9. CONTRACT

- a) **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the Town of Highland Park not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.HPTX.org.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

- b) **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas

Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

- c) APPLICABLE LAW: Contractor shall comply with all federal, state and Highland Park laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
- d) CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Within ten days of being notified of award of a contract by the Town of Highland Park, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the Town of Highland Park Engineering Department (**within 10 days of being notified of award of a contract**).

The Town of Highland Park is required to notify the commission, using the commission's filing application, of receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

10. CONFLICT OF INTEREST QUESTIONNAIRE

Upon Town request, Bidder shall complete Conflict of Interest Questionnaire contained within the Contract Documents and submit within five (5) calendar days after the bid opening.

11. PATENT RIGHTS

In consideration for the Town's receipt and processing of the bid, the Bidder agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.

Site Photo Book

Exhibit A: Parking/Dumpster Locations



Appendix A: Asbestos Survey Report

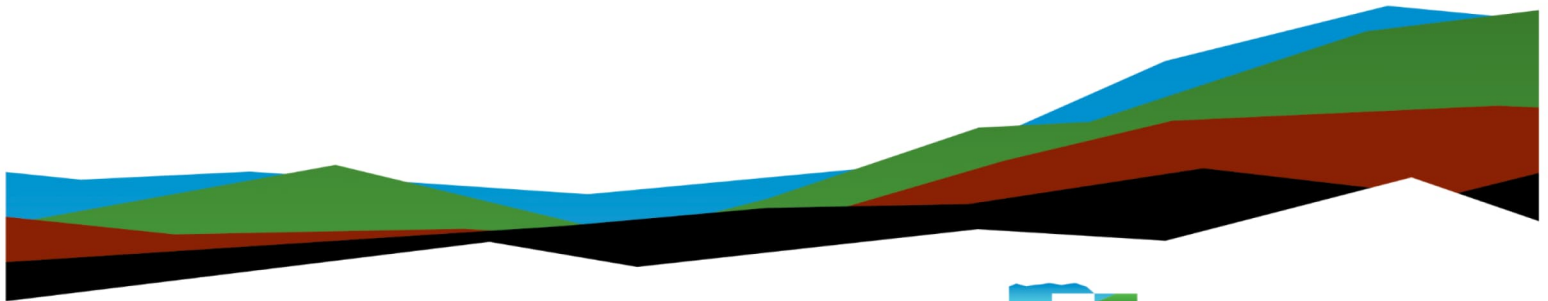
Asbestos Survey Report

Westside Court Apartments
5000 Holland Avenue
Highland Park, Texas 75205

February 25, 2025 | Project Number: 94247F87

Prepared for:

Town of Highland Park
4700 Drexel Drive
Dallas, TX 75205



1801 Handley Ederville Road
Fort Worth, Texas 76118
P (214) 268-8600
F (817) 268-8602



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials

SIGNATURE PAGE

Oriol Alonzo

Oriol Alonzo
Field Work
Asbestos Inspector
TDSHS License No. 60-4059

Michael Mendoza

Michael Mendoza
Field Work / Report Preparation
Asbestos Inspector
TDSHS License No. 60-0350

Tony Sanders

Tony Sanders
Field Work
Asbestos Inspector
TDSHS License No. 60-3491

Roger Beahm, Jr.

Roger Beahm, Jr., REM, Principal
Technical Review
Asbestos Consultant
TDSHS License No. 10-5675

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
1.1	Project Objective.....	1
1.2	Limitations	1
2.0	BUILDING AND SURVEY AREA DESCRIPTION	2
3.0	FIELD ACTIVITIES.....	2
3.1	Visual Assessment	2
3.2	Physical Assessment	2
3.3	Sample Collection	3
3.4	Sample Analysis	3
4.0	FINDINGS AND RECOMMENDATIONS	3
4.1	Findings	3
4.2	Recommendations	6
5.0	GENERAL COMMENTS	6

Appendices

Appendix A	Asbestos Survey Sample Summary
Appendix B	Drawings
Appendix C	Site Photographs
Appendix D	Regulatory Overview
Appendix E	Asbestos Laboratory Analytical Report
Appendix F	Licenses & Certifications

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted an asbestos survey of the Westside Court Apartments (Survey Area) as defined in Section 2.0 in general accordance with Terracon Proposal No. P94247F87 dated December 16, 2024, and the Agreement for Services dated January 13, 2025, authorized by Town of Highland Park (Client).

1.1 Project Objective

The objective of the asbestos survey was to identify the presence and location of accessible friable and nonfriable ACM present in the survey areas, collect samples, and report our findings. This survey was requested by the Client prior to demolition of the Survey Area as defined below.

1.2 Limitations

The scope of the survey was limited to the interior, exterior, and roof, at the request of Client. Destructive sampling was not conducted as indicated in Terracon's proposal.

The following areas and/or materials were inaccessible during our inspection:

- Areas above hard ceilings
- Crawl space
- Mechanical chases

Ceiling Systems - Terracon was not able to assess areas above the hard ceiling systems and did not observe additional suspect ACM, except where noted in this report. The potential exists for additional suspect ACM or quantities of ACM to be present above ceiling systems.

Floor Coverings - Terracon lifted floor coverings in several areas in the building, where feasible, but did not observe additional floor coverings or layers, except where noted in this report. However, as Terracon could not assess beneath all floor coverings in all areas, there may be isolated areas of additional suspect asbestos-containing material present beneath existing coverings.

Mirrors - Terracon observed mirrors that were mechanically attached to walls, however if adhesive mastic is encountered during demolition, Terracon recommends this material be sampled prior to any disturbance of the material.

Ceramic Tile Systems - Terracon observed ceramic tiles in the Survey Areas which appeared to be affixed with grout and thinset/mastic. Terracon was able to access this material by

forcibly removing the ceramic tile and exposing the grout and thinset/mastic. However, as Terracon could not assess beneath all ceramic floor/wall coverings in all areas, there may be isolated areas of additional suspect asbestos-containing material present beneath existing ceramic tile coverings.

2.0 BUILDING AND SURVEY AREA DESCRIPTION

General Building Information	
Survey Area	The survey area included interior/exterior/roof areas, as applicable, of eighteen apartment units.
Structure Type	Multifamily Housing.
Typical Interior Walls	Textured drywall with joint compound and ceramic wall tile on drywall.
Typical Interior Ceilings	Textured drywall and drywall/joint compound.
Typical Interior Floors	Luxury vinyl tile and ceramic tile on wood flooring (2 nd floor) and concrete substrate (1 st floor).
Additional Information	Spray-on fireproofing was not observed.

3.0 FIELD ACTIVITIES

Terracon conducted the asbestos survey in general accordance with protocols established in EPA regulation 40 CFR 763 the Asbestos Hazard Emergency Response Act (AHERA), EPA regulation 40 CFR 61 the National Emission Standard for Hazardous Air Pollutants (NESHAP), and the Texas Department of State Health Services (DSHS) regulations promulgated under the Texas Asbestos Health Protection Rules (TAHPR). The following sections present a summary of our survey activities.

3.1 Visual Assessment

Our survey activities began with visual observation in the survey area(s) to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color, texture, and date of application. Building materials identified as glass, wood, masonry, metal, or rubber were not considered suspect ACM. The assessment was conducted throughout visually accessible portions of the survey area(s).

3.2 Physical Assessment

Terracon conducted a physical assessment of each identified HA of suspect ACM to assess the friability and condition of the materials. EPA defines a friable material as a material which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Terracon assessed friability by physically touching suspect ACM.

3.3 Sample Collection

Based on the results of the visual observation, Terracon collected random bulk samples from each identified HA of suspect ACM observed in general accordance with AHERA sampling protocols. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using indelible ink.

3.4 Sample Analysis

Terracon delivered bulk samples under chain of custody to a laboratory that is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques per EPA Method 600/R-93/116. The percentage of asbestos where applicable was determined by microscopic visual estimation.

4.0 FINDINGS AND RECOMMENDATIONS

4.1 Findings

Terracon conducted the asbestos survey on January 22, 23, and 30, 2025 and collected 249 bulk samples from 40 HAs of suspect ACM. The following personnel participated in the field work during the survey:

- Mr. Oriol Alonzo an EPA accredited Asbestos Inspector (No. 60-4059)
- Mr. Tony Sanders an EPA accredited Asbestos Inspector (No. 60-3491)
- Mr. Michael Mendoza an EPA accredited Asbestos Inspector (No. 60-0350)

A summary of samples collected is presented in Appendix A. Drawings are provided in Appendix B. Site Photographs are presented in Appendix C. The Regulatory Overview is provided in Appendix D. The Asbestos Laboratory Analytical Report is included in Appendix E. Licenses and Certifications are provided in Appendix F.

Terracon's findings are based upon laboratory results and field observations:

Materials Reported to Contain Asbestos

Sample ID	Material	Material Location	Asbestos Content	Friability	Assessed Condition	Estimated Quantity
18, 19, 20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset	Bathroom in Unit 17	2% Chrysotile	Category II Nonfriable	Damaged	302 SF
97, 98, 99, 100	Window Glazing Compound (interior, grey/white)	Units 1, 6, 7, and 8	2% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	135 SF
121, 122, 123, 124, 125, 126	Window Glazing Compound (white/grey)	Units 1, 7, 8, 15, 16, and 19	3% Chrysotile	Category II Nonfriable	Damaged	155 SF
130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144	Window Frame Sealant (exterior, white/grey)	Units 1, 3, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19	3% Chrysotile 5% Chrysotile	Category II Nonfriable	Damaged	178 SF
145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162	Window Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	5% Chrysotile 3% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	213 SF
163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180	Door Frame Sealant (exterior, white/grey)	Units 1-12 and 14-19	3% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	109 SF

Materials Reported to Contain Asbestos

Sample ID	Material	Material Location	Asbestos Content	Friability	Assessed Condition	Estimated Quantity
181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198	Door Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	2% Chrysotile	Category II Nonfriable	Damaged	109 SF
199, 200, 201, 202, 203	Finished Drywall w/Texture (orange peel) Wall	Units 3, 5, 11, 14, and 16 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	18,216 SF
204, 205, 206, 207, 208	Finished Drywall w/Texture (orange peel) Ceiling	Units 2, 3, 4, 5, and 14 at Interior Ceilings	2% Chrysotile	Friable	Good	12,608 SF
209, 210, 211, 212	Finished Drywall w/Texture (semi smooth) Wall	Units 1, 7, 17, and 19 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	15,468 SF
213, 214, 215, 216	Finished Drywall w/Texture (semi smooth) Ceiling	Units 1, 8, 10, and 19 at Interior Ceilings	2% Chrysotile	Friable	Good	6,308 SF
217, 218, 219	Finished Drywall w/Texture (wavy) Wall	Unit 6 at Interior Wall	2% Chrysotile	Friable	Significantly Damaged	2,268 SF
220, 221, 222	Finished Drywall w/Texture (wavy) Ceiling	Unit 6	2% Chrysotile	Friable	Good	656 SF
223, 224, 225	Finished Drywall w/Texture (sandy) Wall	Unit 9, 10, and 15 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	6,584 SF
227, 228, 229	Finished Drywall w/Texture (sandy) Ceiling	Unit 9, 10, and 15 at Interior Ceilings	2% Chrysotile	Friable	Good	2,648 SF
230, 231, 232	Finished Drywall w/Texture (crow's foot) Wall	Unit 18 at Interior Wall	2% Chrysotile	Friable	Significantly Damaged	2,258 SF
233, 234, 235	Finished Drywall w/Texture (crow's foot)	Unit 18 at Interior Ceiling	2% Chrysotile	Friable	Significantly Damaged	768 SF

4.2 Recommendations

Based upon our findings, Terracon makes the following recommendations (refer to the Regulatory Overview in Appendix D for additional information):

1. Abatement of interior ACM that will be disturbed must be performed by a State of Texas licensed asbestos contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be performed during the abatement by a licensed asbestos consultant.
2. It is important to note that the NESHAP requires written notification be submitted before beginning renovation projects that include the disturbance of certain quantities of ACM in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the EPA or the state/local governing agency at least 10 working days prior to the commencement of asbestos abatement or demolition activities. These activities must be performed in accordance with the current EPA and OSHA guidelines.

5.0 GENERAL COMMENTS

Terracon conducted this asbestos survey in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our inspection. The information contained in this report is relevant to the dates on which this inspection was performed and should not be relied upon to represent conditions later.

This report has been prepared on behalf of and exclusively for use by Client for specific application to their project. This report is not a bidding document. Contractors, consultants, or others reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

APPENDIX A

ASBESTOS SURVEY SAMPLE SUMMARY

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13	Ceramic Wall Tile (multi-size) with Grout & Thinset	Bathrooms in Units 2, 3, 4, 5, 6, 9, 10, 11, 12, 14, 15, 16, and 18	No
14, 15, 16, 17	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset	Bathrooms in Units 1, 7, 8, and 17	No
18, 19, 20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset	Bathroom in Unit 17	2% Chrysotile
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38	Luxury Vinyl Tile (wood) With Mastic on Subfloor (various)	Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19	No
39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56	Paint (white) Coat & Brick & Mortar	Units 1–12 and 14-19	No
57, 58, 59	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout	Unit 17	No
60, 61, 62	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown)	Units 18 and 19	No
63, 64, 65	Glass Tile (grey, multi-size) w/Bedding (white) & Grout (grey)	Units 18 and 19	No
66, 67, 68	Glass Tile (blue, multi-size) w/Bedding & Grout (white)	Units 9 & 10	No
69, 70, 71	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey)	Unit 7	No
72, 73, 74	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white)	Unit 1	No
75, 76, 77	Wood Laminate Countertop Mastic (black)	Unit 15	No
78, 79, 80	Wood Base Adhesive (tan)	Unit 15	No
81, 82, 83	Sink Undercoating (white/grey)	Units 1, 7, and 15	No
84, 85, 86, 87, 88	Sink Undercoating (grey)	Units 2, 6, 9, 10, and 19	No

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
89, 90, 91, 92, 93, 94, 95, 96	Sink Undercoating (black)	Units 3, 4, 5, 8, 11, 12, 14, and 16	No
97, 98, 99, 100	Window Glazing Compound (interior, grey/white)	Units 1, 6, 7, and 8	2% Chrysotile 2% Chrysotile
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113., 114, 115, 116, 117	Fixture Caulk	Units 1-12 and 14-18	No
118, 119, 120	Shower Caulk	Units 10, 11, and 12	No
121, 122, 123, 124, 125, 126	Window Glazing Compound (white/grey)	Units 1, 7, 8, 15, 16, and 19	3% Chrysotile
127, 128, 129	Window Glazing Compound (white/sticky)	Units 17 and 18	No
130, 131, 132,133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144	Window Frame Sealant (exterior, white/grey)	Units 1, 3, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19	3% Chrysotile 5% Chrysotile
145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162	Window Frame Sealant (Interior, white/grey)	Units 1-12 and 14-19	5% Chrysotile 3% Chrysotile 2% Chrysotile

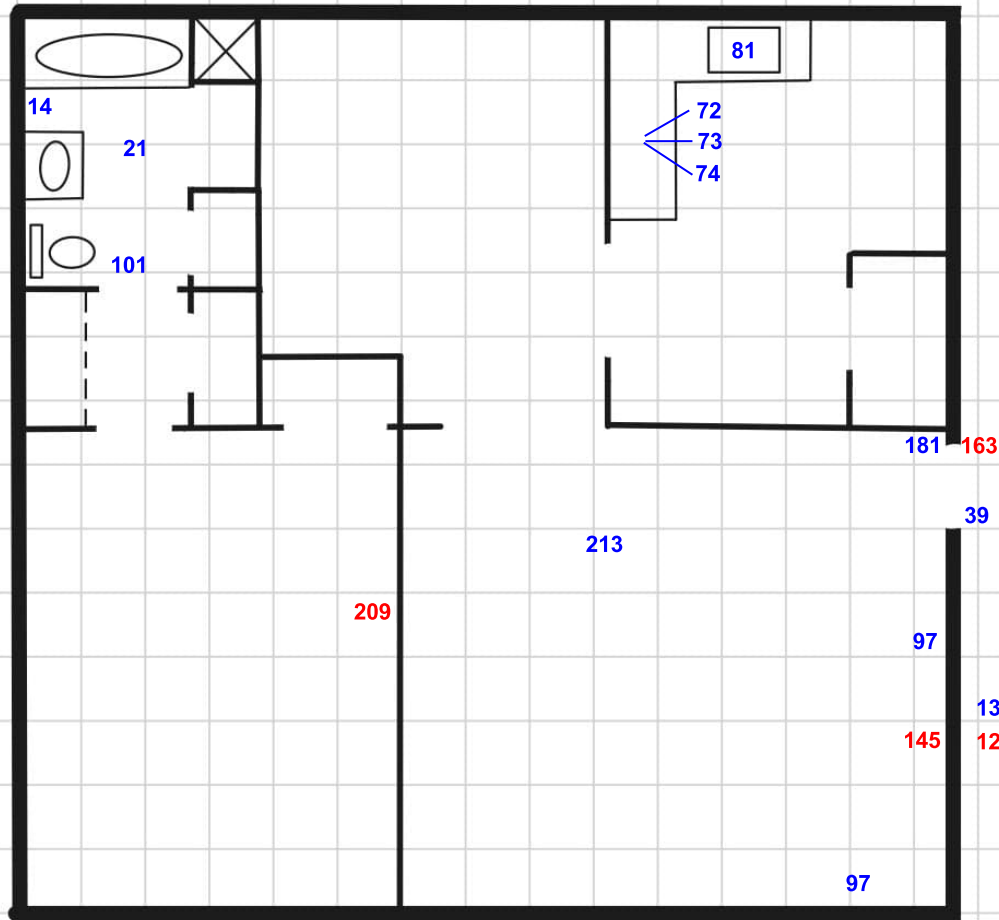
APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180	Door Frame Sealant (exterior, white/grey)	Units 1-12 and 14-19	3% Chrysotile 2% Chrysotile
181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198	Door Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	2% Chrysotile
199, 200, 201, 202, 203	Finished Drywall w/Texture (orange peel) Wall	Units 3, 5, 11, 14, and 16 at Interior Walls	2% Chrysotile
204, 205, 206, 207, 208	Finished Drywall w/Texture (orange peel) Ceiling	Units 2, 3, 4, 5, and 14 at Interior Ceilings	2% Chrysotile
209, 210, 211, 212	Finished Drywall w/Texture (semi smooth) Wall	Units 1, 7, 17, and 19 at Interior Walls	2% Chrysotile
213, 214, 215, 216	Finished Drywall w/Texture (semi smooth) Ceiling	Units 1, 8, 10, and 19 at Interior Ceilings	2% Chrysotile
217, 218, 219	Finished Drywall w/Texture (wavy) Wall	Unit 6 at Interior Wall	2% Chrysotile
220, 221, 222	Finished Drywall w/Texture (wavy) Ceiling	Unit 6	2% Chrysotile
223, 224, 225	Finished Drywall w/Texture (sandy) Wall	Unit 9, 10, and 15 at Interior Walls	2% Chrysotile
226 Not used	N/A	N/A	N/A
227, 228, 229	Finished Drywall w/Texture (sandy) Ceiling	Unit 9, 10, and 15 at Interior Ceilings	2% Chrysotile
230, 231, 232	Finished Drywall w/Texture (crow's foot) Wall	Unit 18 at Interior Wall	2% Chrysotile
233, 234, 235	Finished Drywall w/Texture (crow's foot) Ceiling -	Unit 18 at Interior Ceiling	2% Chrysotile

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
236, 237, 238	Finished Drywall w/Texture (semi smooth)	Laundry Room in Garage	No
239, 240, 241	Ceramic Floor Tile (multi-size) w/Bedding (grey) & Grout (grey)	Laundry Room Floor in Garage	No
242, 243, 244	Pipe Insulation Wrap (silver, black, brown)	Garage, Laundry Room, Mechanical Room	No
245, 246, 247	Concrete Column Texture	Garage, Laundry Room, and Mechanical Room	No
248, 249, 250	Roof Shingle (black, gravel) & Tar Paper (black)	Roof, South, North and East Ends	No

APPENDIX B DRAWINGS



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)



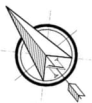
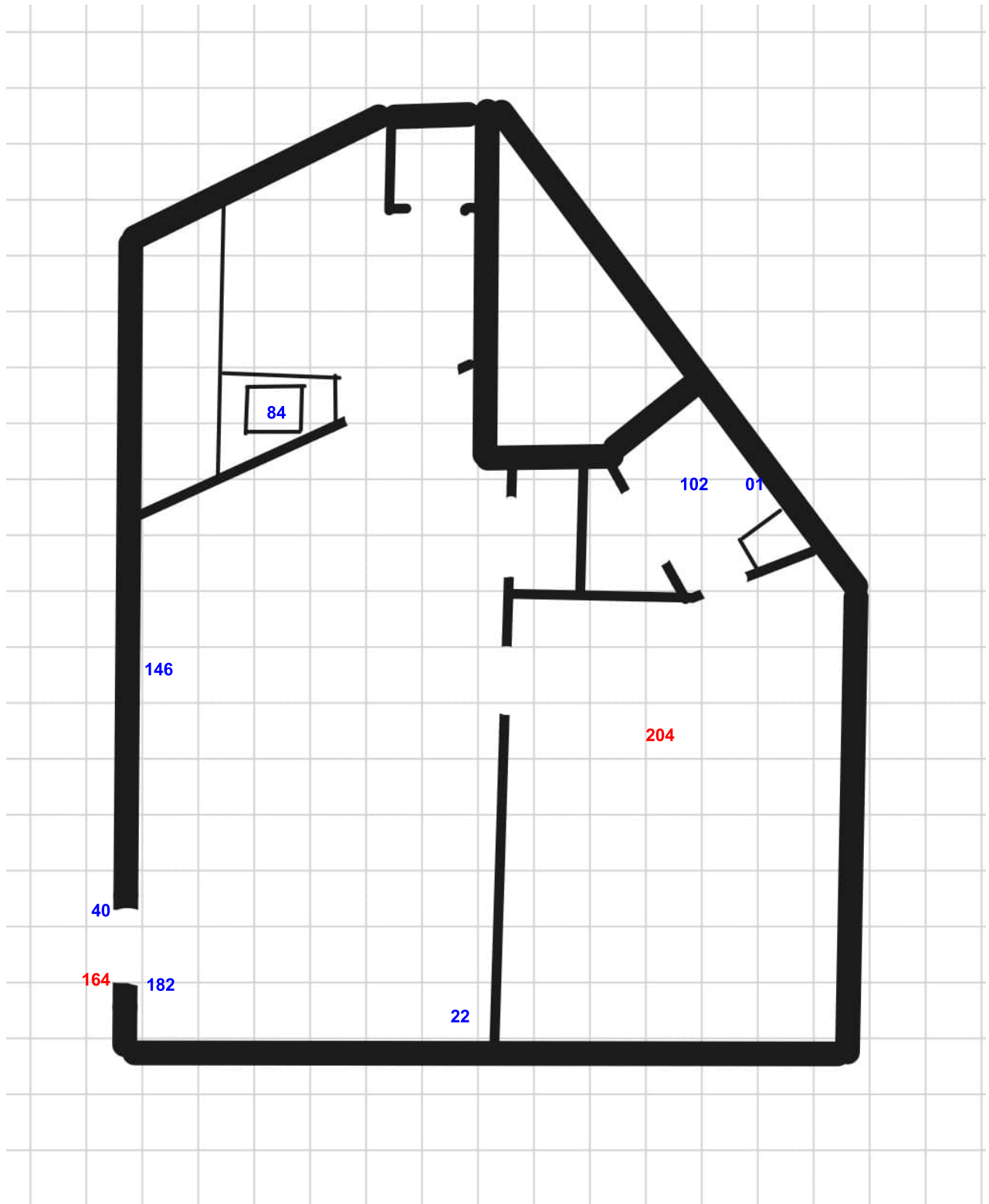
Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 1
5000 Holland Avenue
Dallas, Texas 75209

Exhibit
1



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

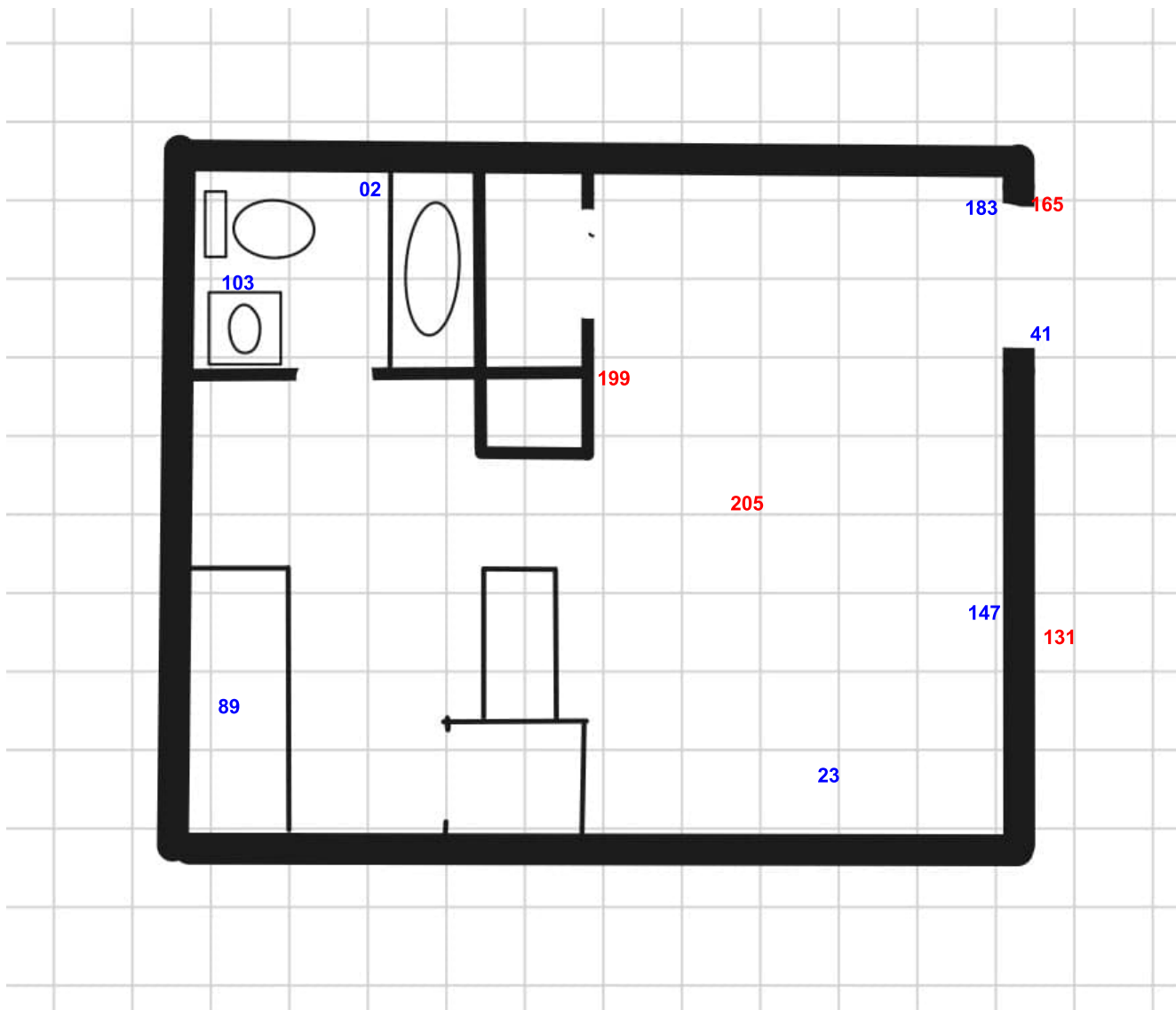


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 2
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

2



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

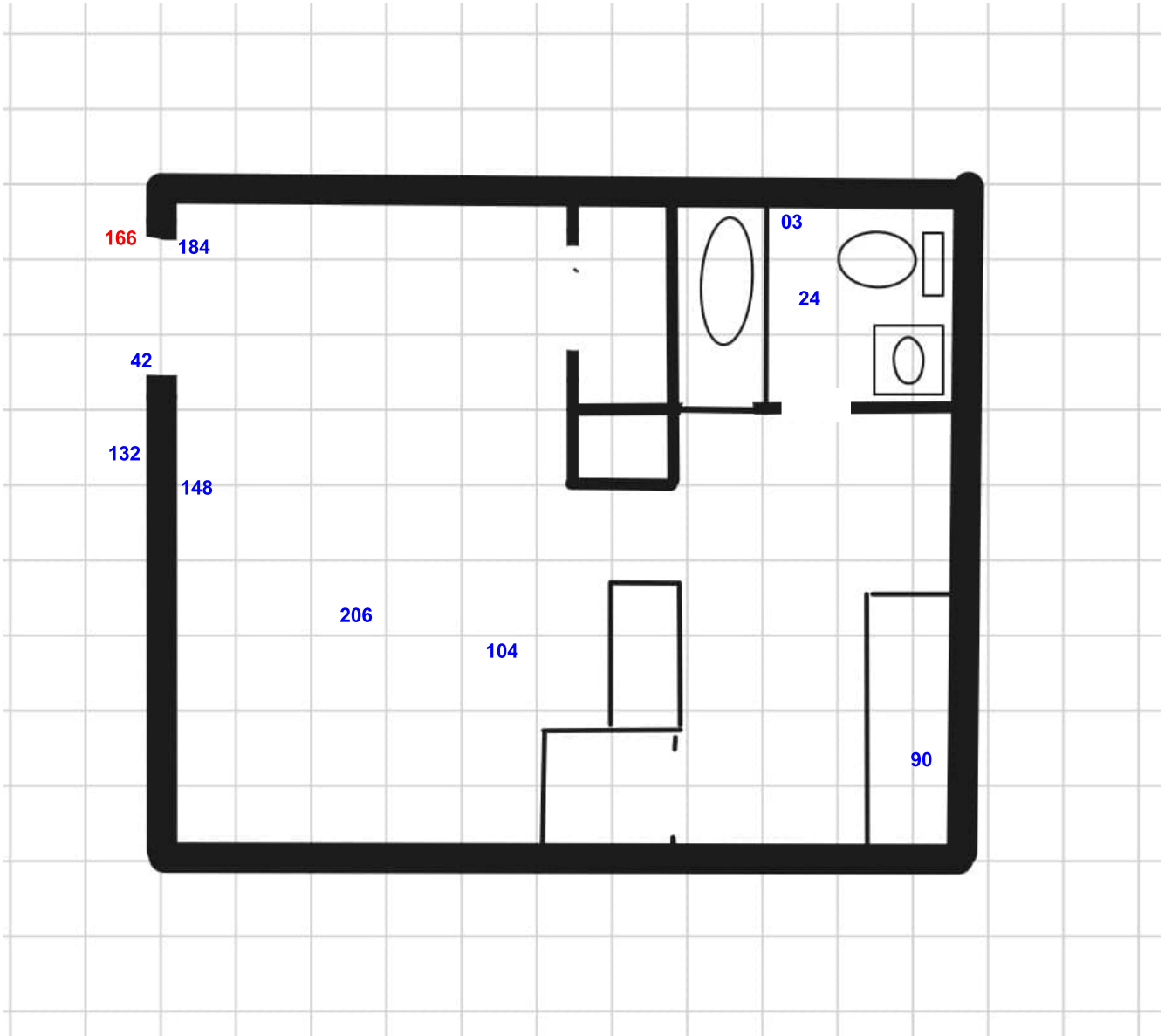


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 3
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

3



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

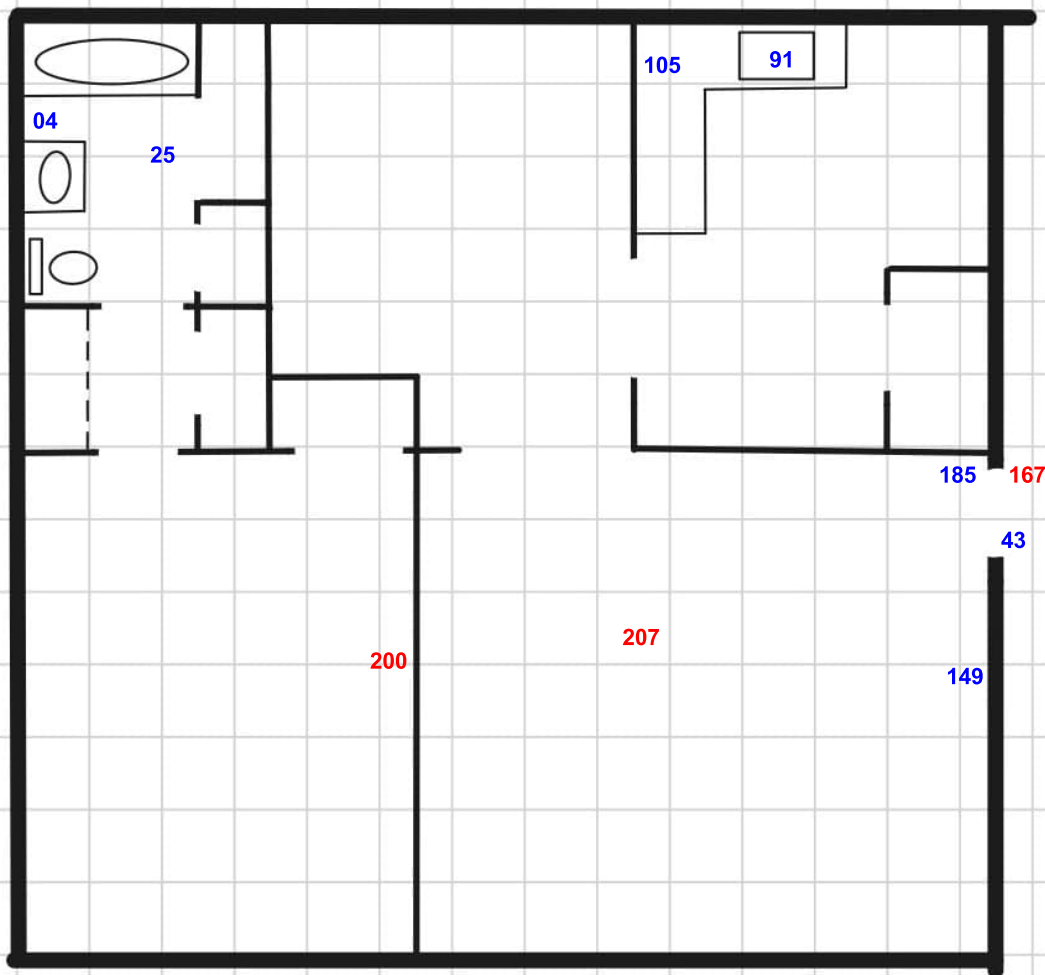


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 4
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

4



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

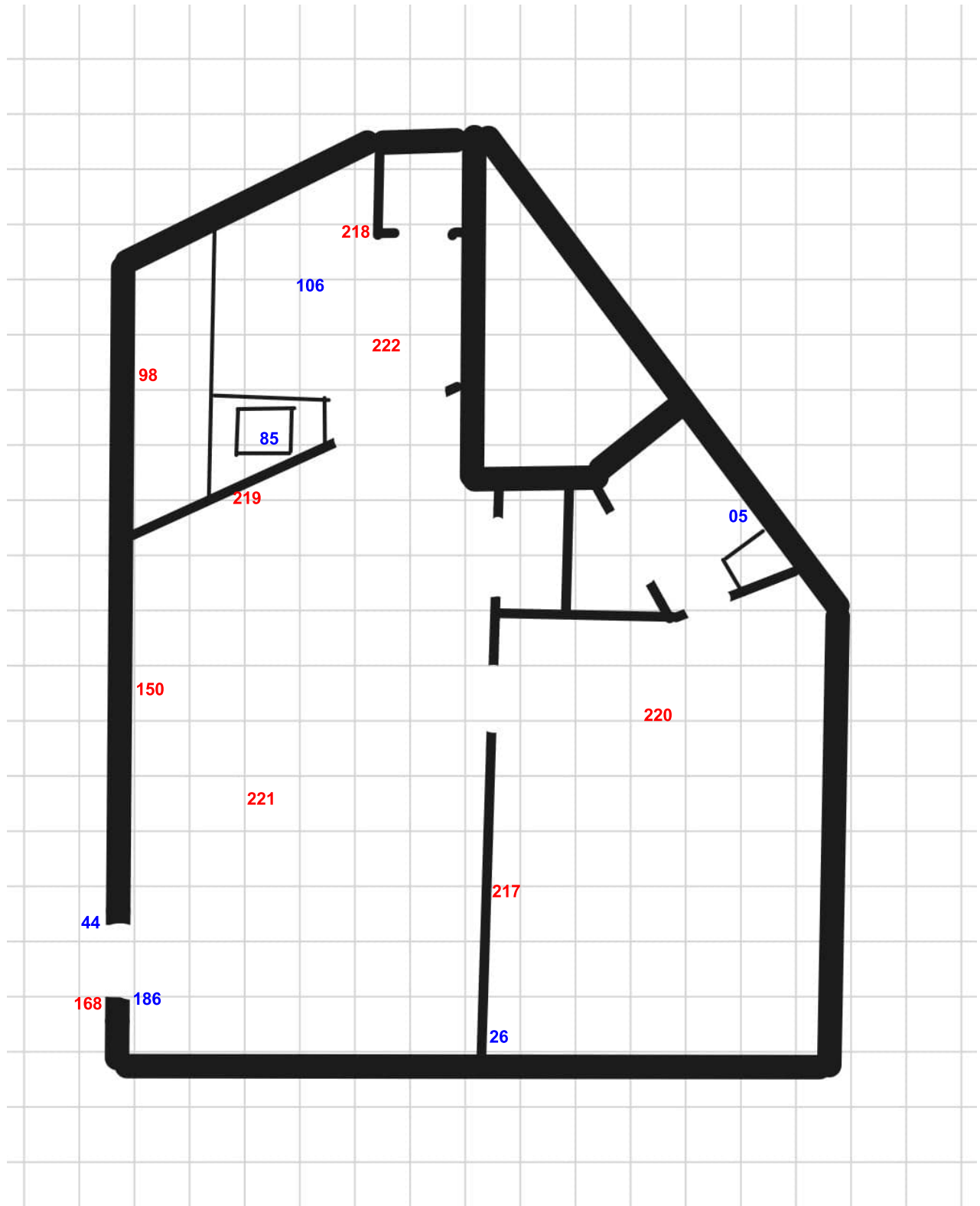


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 5
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

5



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

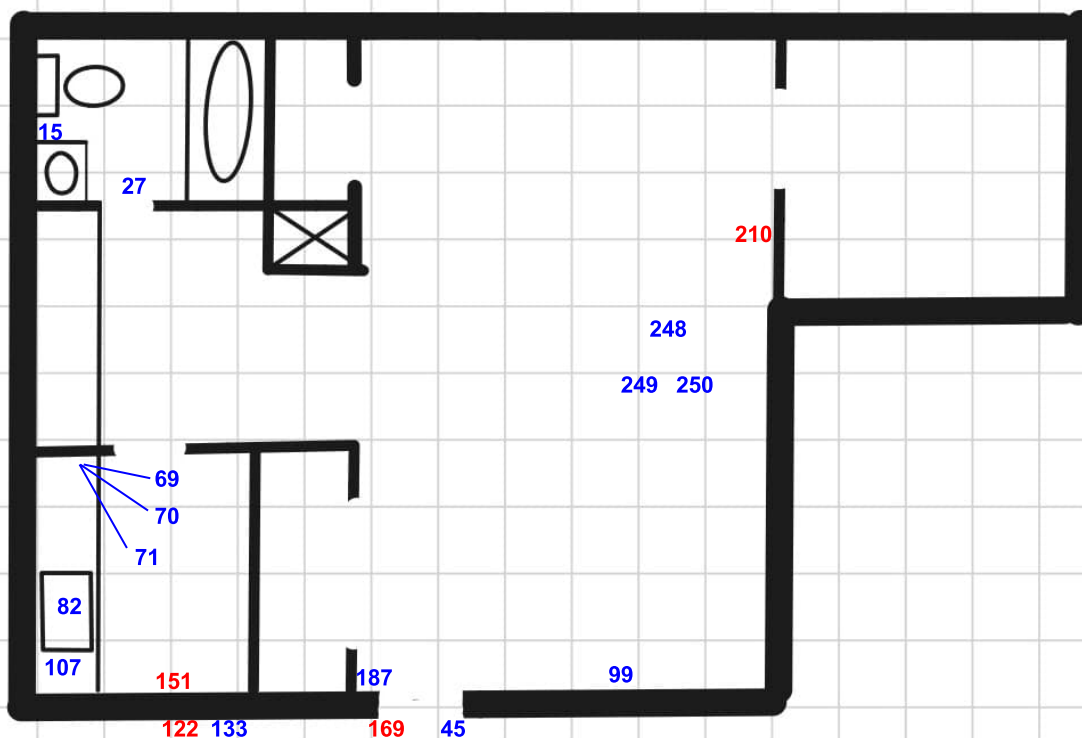


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 6
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

6



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

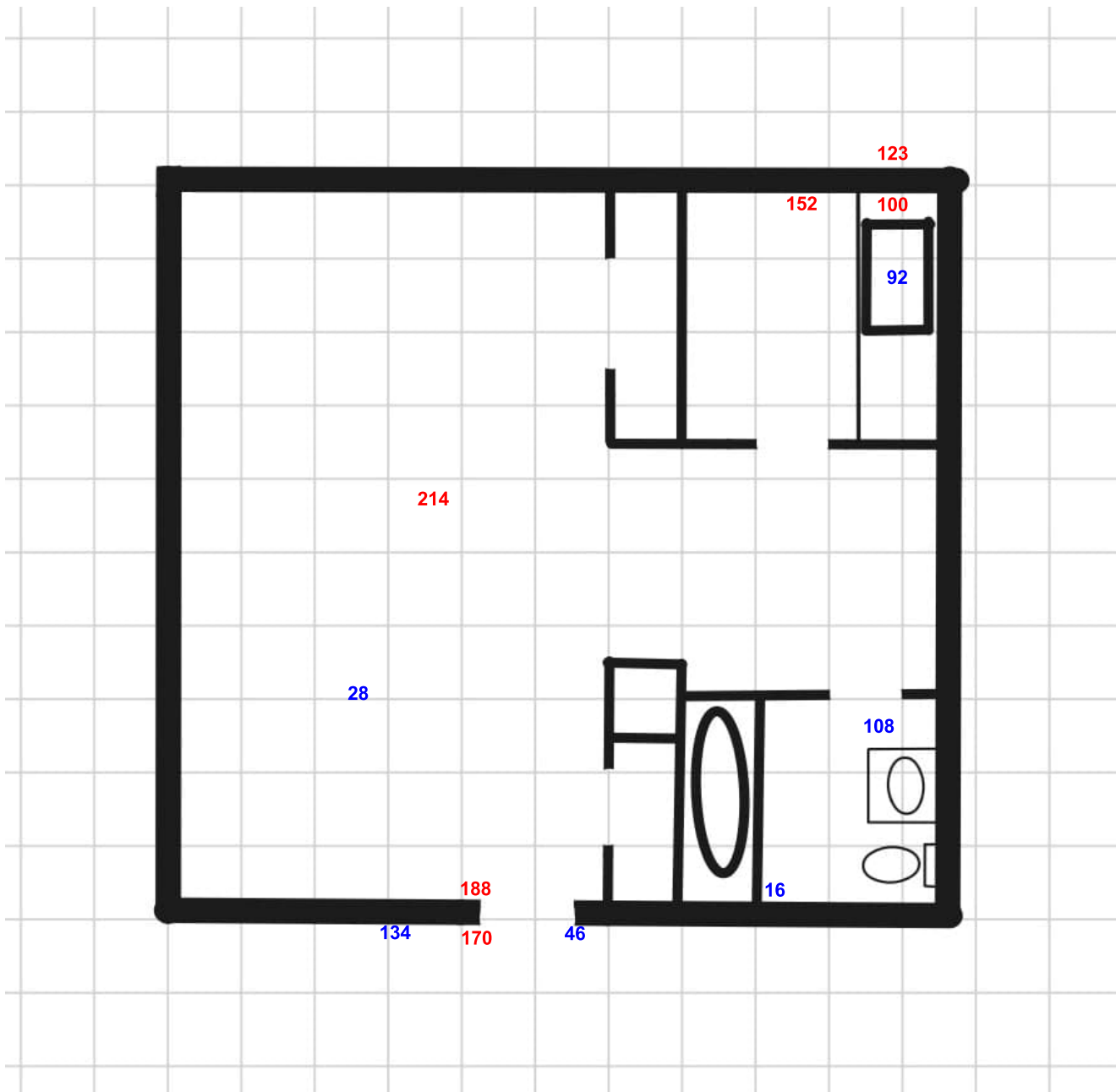


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 7
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

7



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

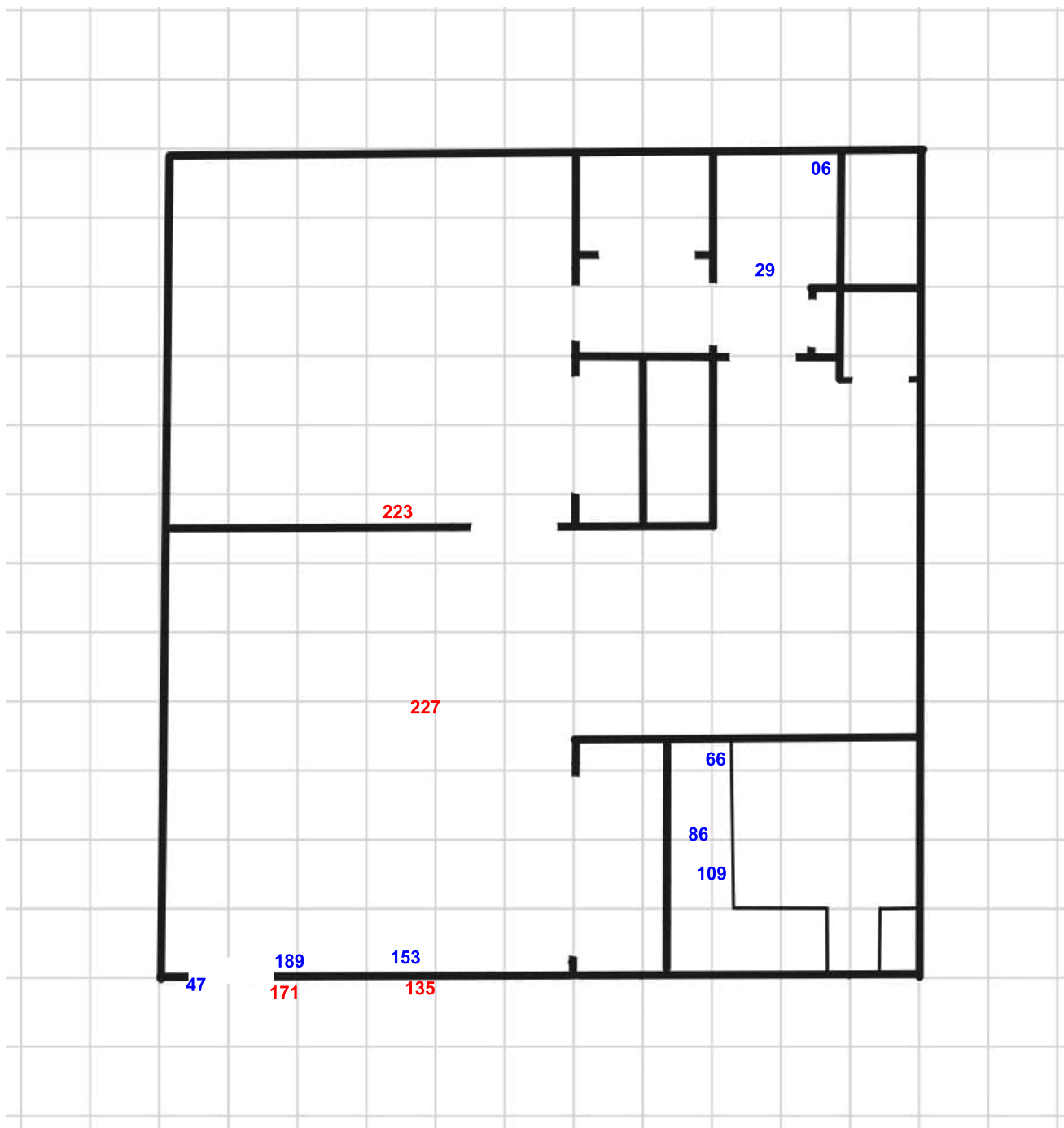


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 8
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

8



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

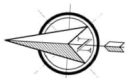
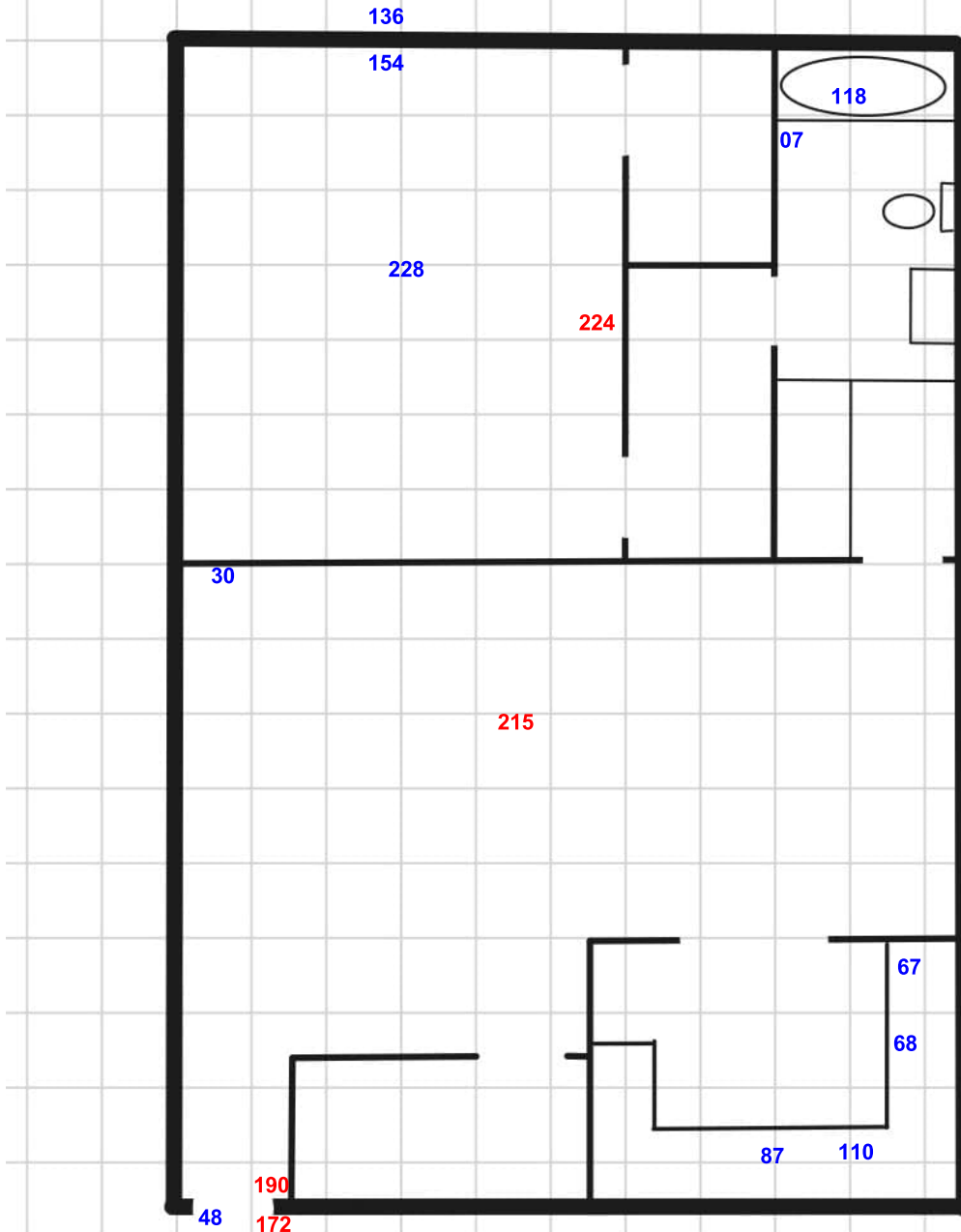


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 9
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

9



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

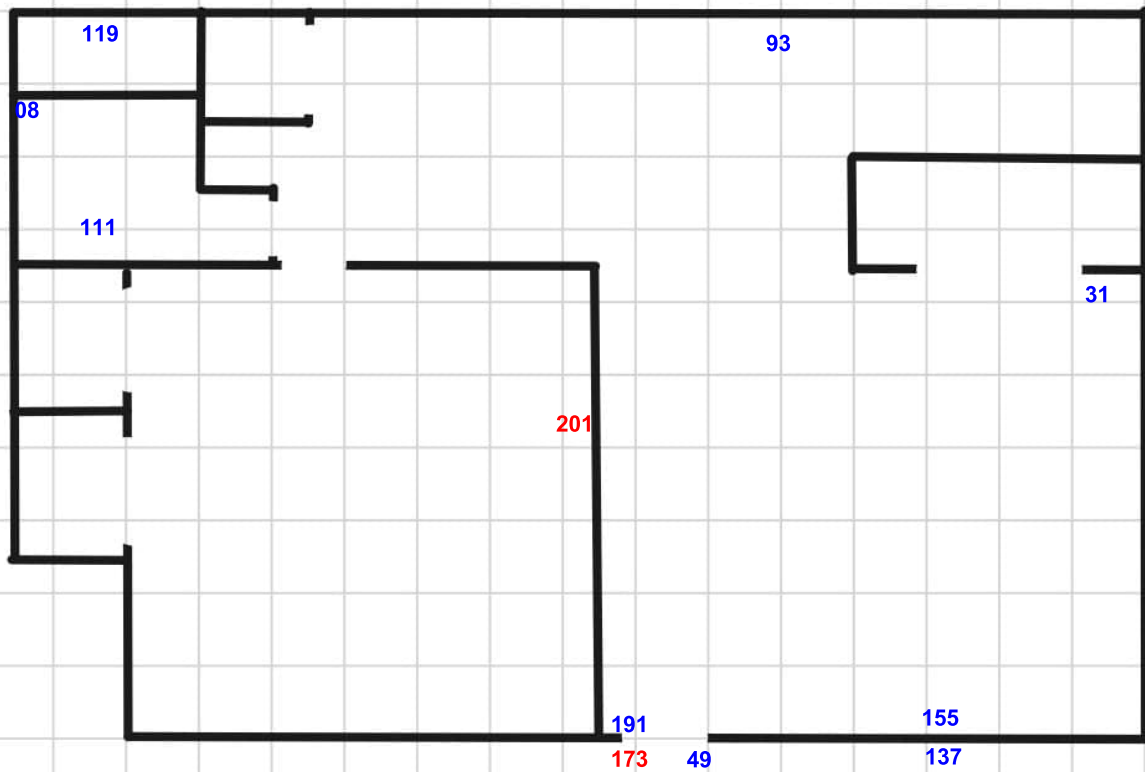


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 10
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

10



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

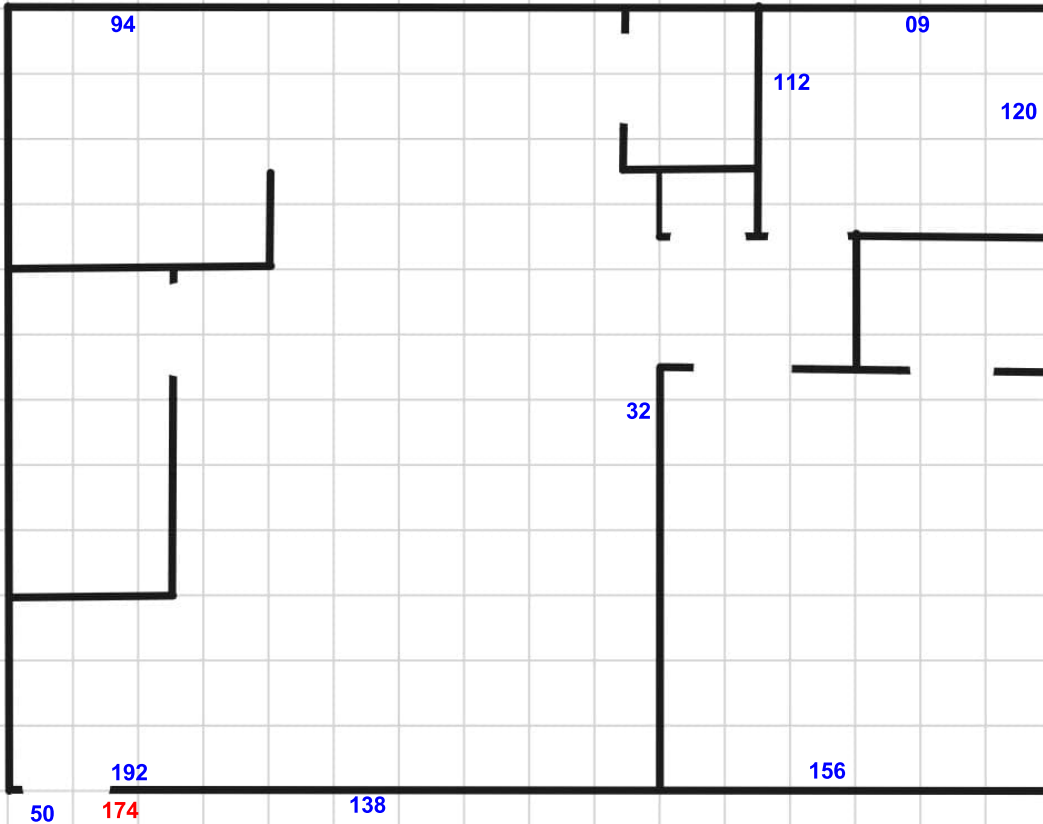


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 11
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

11



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

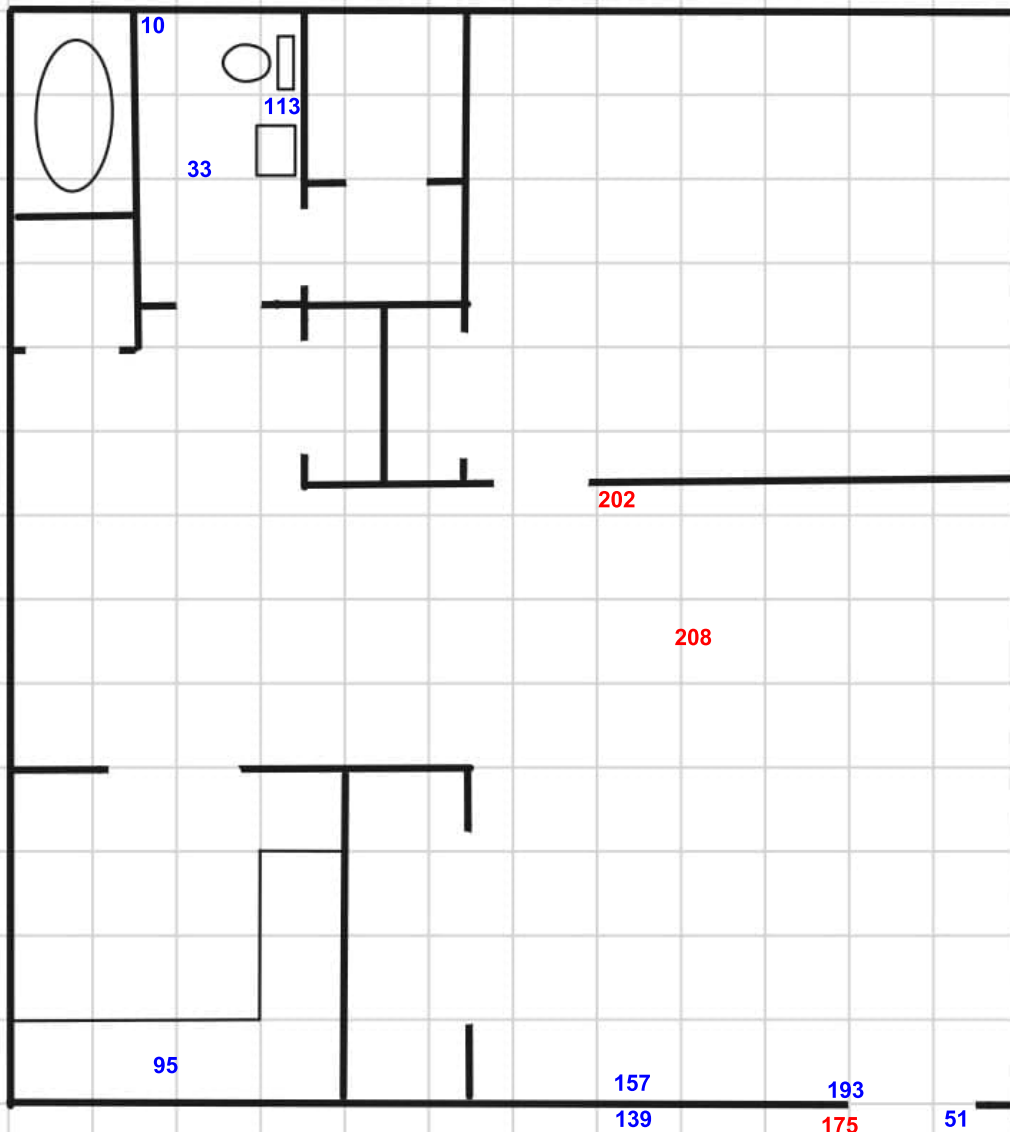


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 12
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

12



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

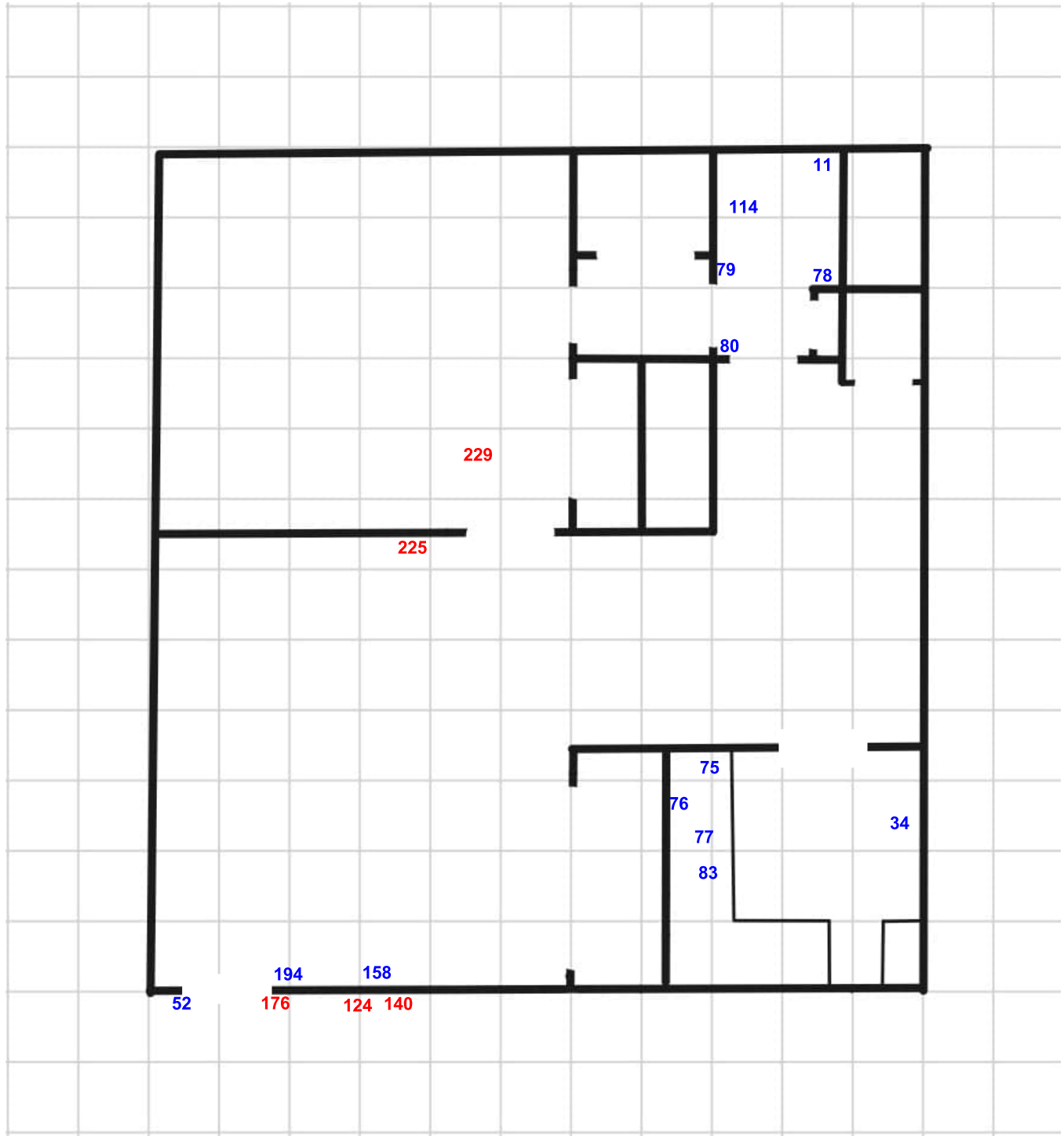


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 14
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

13



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

Terracon

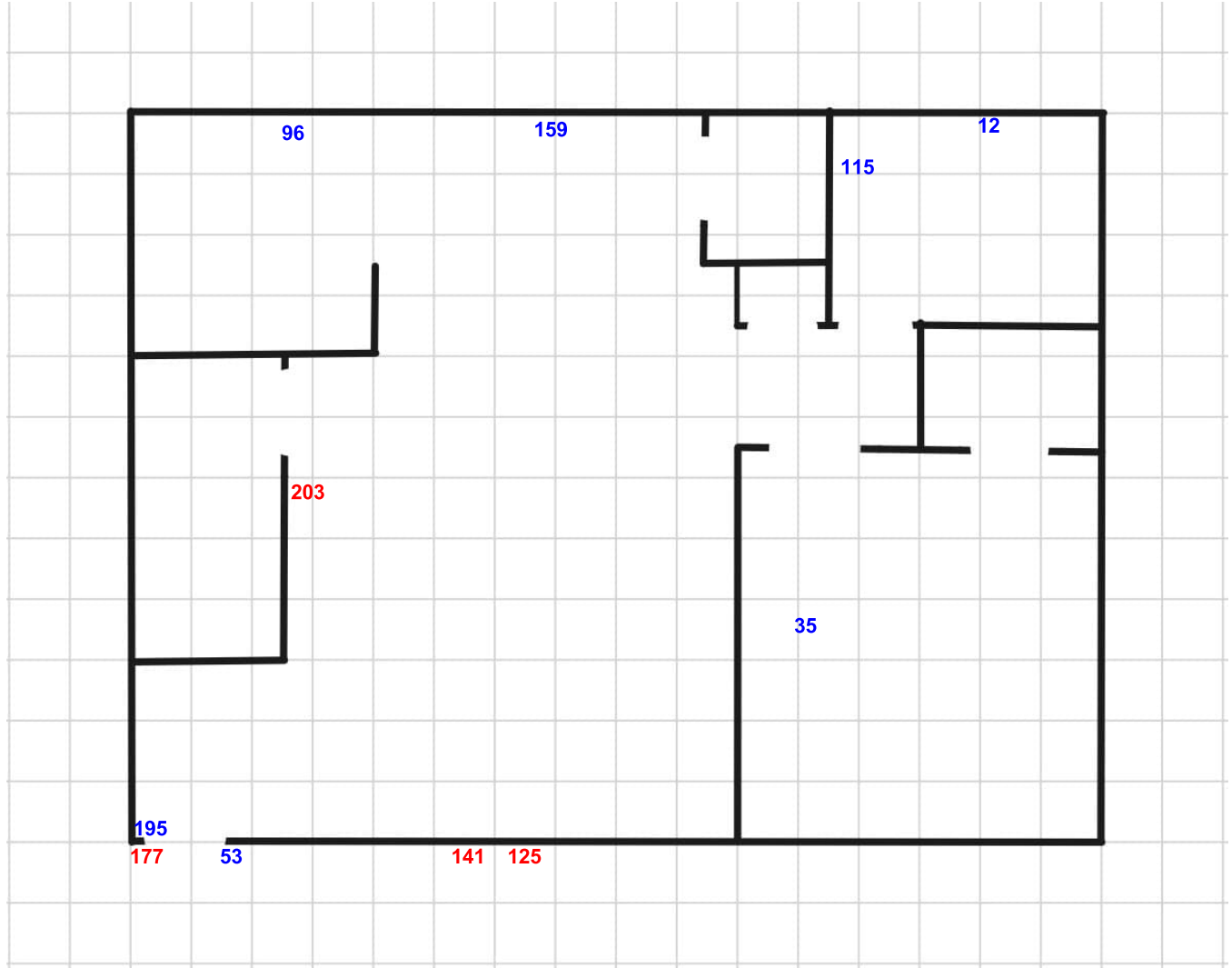
1801 Handley Ederville Road Fort Worth, Texas 76118
 PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 15
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit

14



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



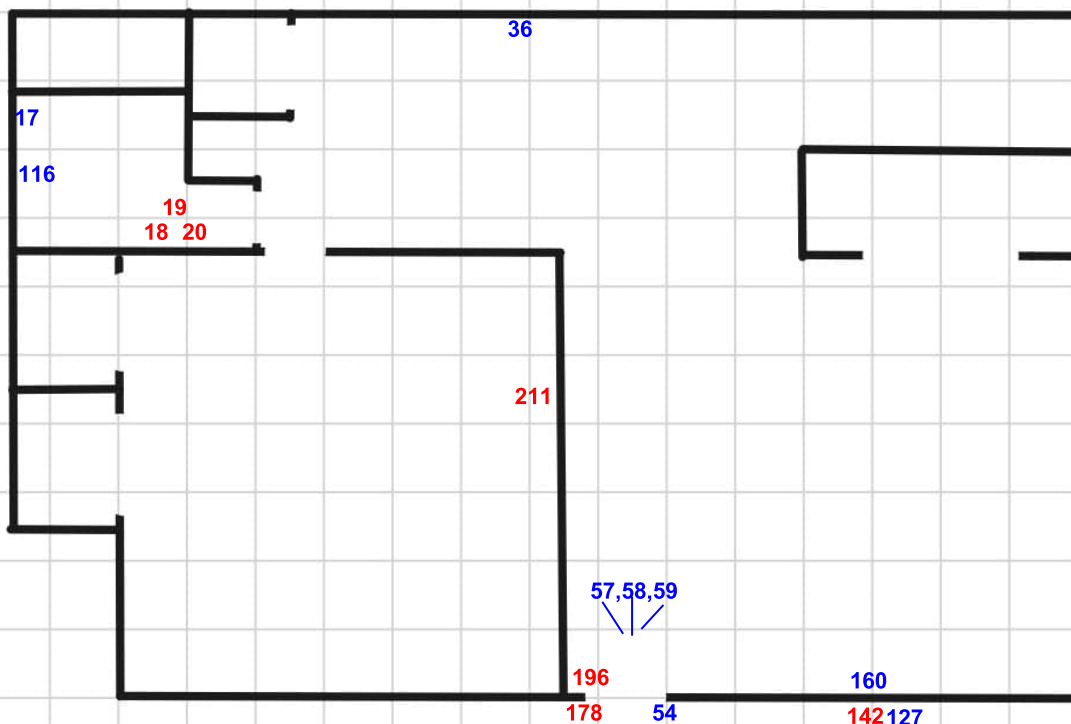
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 16
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

15



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

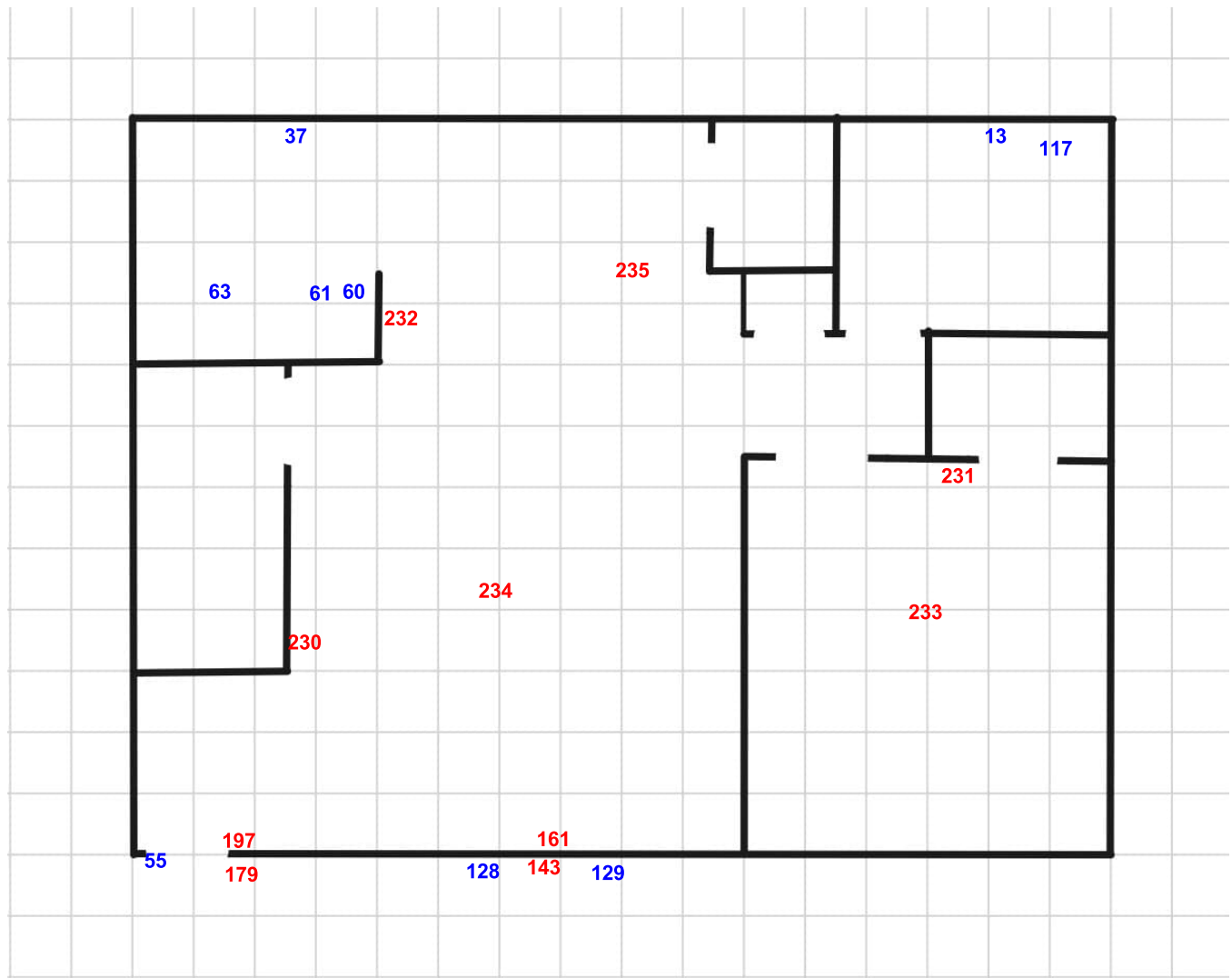


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 17
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

16



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

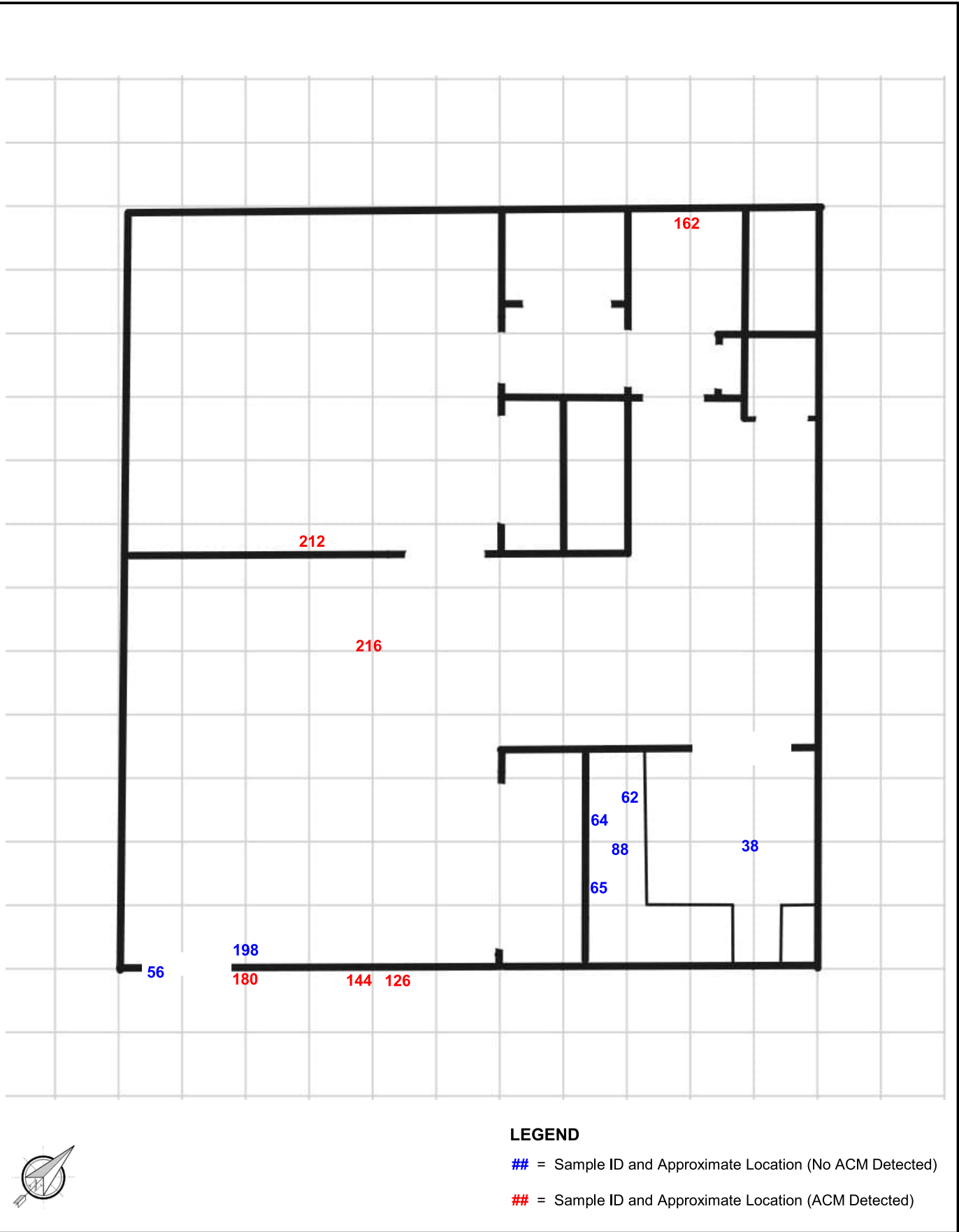


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 18
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

17



LEGEND

- ## = Sample ID and Approximate Location (No ACM Detected)
- ## = Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



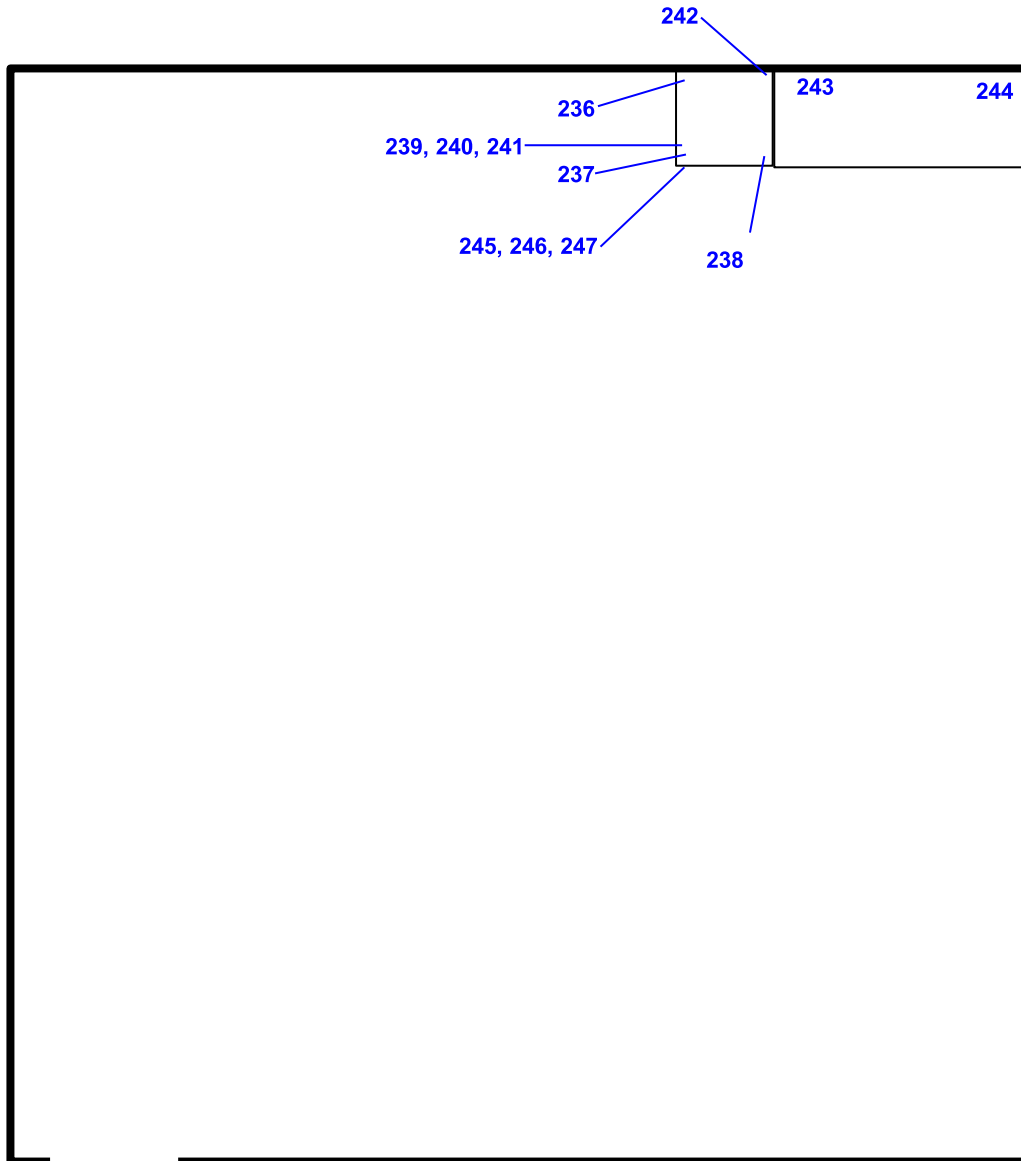
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 19
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

18



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

**WESTSIDE COURT APARTMENTS – PARKING
GARAGE, LAUNDRY, & MECHANICAL ROOM**
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

19

APPENDIX C SITE PHOTOGRAPHS

SITE PHOTOGRAPHS



Photo #1 View of white ceramic floor tile with asbestos-containing thinset in Unit 17.



Photo #2 View of window with asbestos-containing interior window glazing compound.



Photo #3 View of asbestos-containing exterior window glazing compound.

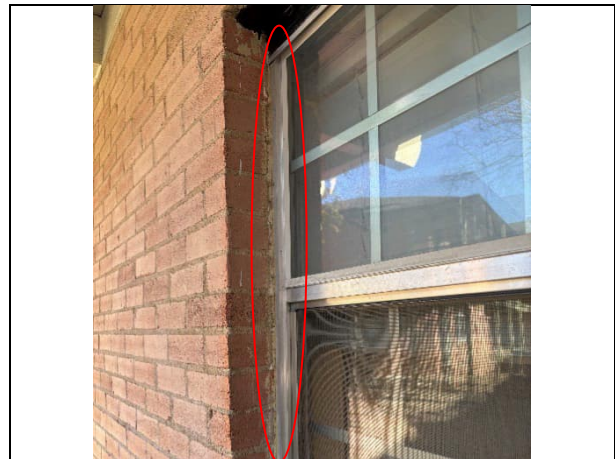


Photo #4 View of asbestos-containing exterior window frame sealant.



Photo #5 View of asbestos-containing interior window frame sealant.



Photo #6 View of asbestos-containing exterior door frame sealant.

SITE PHOTOGRAPHS - CONTINUED



Photo #7 View of asbestos-containing interior door frame sealant.



Photo #8 Asbestos-containing finished drywall wall with texture (orange peel).



Photo #9 Asbestos containing finished drywall ceiling with texture (orange peel).



Photo #10 Asbestos containing finished drywall wall with texture (semi-smooth).



Photo #11 Asbestos containing finished drywall ceiling with texture (semi-smooth).



Photo #12 Asbestos containing finished drywall wall with texture (wavy).

SITE PHOTOGRAPHS - CONTINUED



Photo #13 Asbestos containing finished drywall ceiling with texture (wavy).



Photo #14 Asbestos containing finished drywall wall with texture (sandy).



Photo #15 Asbestos containing finished drywall ceiling with texture (sandy).

APPENDIX D REGULATORY OVERVIEW

REGULATORY OVERVIEW

State Regulations

Title 25, Part 1, Chapter 296, the TAHPR, regulates asbestos fiber emission and asbestos waste disposal practices for public buildings. The TAHPR also requires the identification and classification of existing asbestos-containing building materials prior to demolition or renovation activity. Under TAHPR, asbestos containing building materials are classified as either friable or nonfriable ACM containing 1% or more asbestos. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

The TAHPR requires any asbestos-related activity be performed by DSHS licensed individuals. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance activities, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

The TAHPR require abatement in public buildings be performed by a DSHS licensed asbestos abatement contractor in accordance with a project design prepared by a DSHS licensed asbestos consultant. In addition, a DSHS licensed asbestos consultant agency must perform third party air monitoring during the abatement activities.

The TAHPR require that written notification be submitted before beginning renovation projects which include the disturbance of any quantity of ACM in a public or commercial building or facility, and before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the DSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

Federal Regulations

40 CFR Part 61 Subpart M, the asbestos NESHAP, regulates asbestos fiber emission and asbestos waste disposal practices for commercial buildings and facilities. The NESHAP requires the identification and classification of existing asbestos containing building materials prior to demolition or renovation activity. Under NESHAP, building materials containing >1% asbestos are classified as either friable, Category I nonfriable or Category II nonfriable ACM. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Category I nonfriable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products. Category II nonfriable ACM are any nonfriable materials other than those classified as Category I materials.

Friable ACM, Category I and II nonfriable ACM in poor condition, that have become friable, or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The NESHAP requires that written notification be submitted before beginning renovation projects which include the disturbance of greater than 160 square feet, 260 linear feet, or 35 cubic feet of RACM in any building or facility, or before the demolition of any building or facility, even when no asbestos is present. This written notification must be provided at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

29 CFR 1926.1101, the Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry, regulates workplace exposure to asbestos. The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions employers must follow when engaging in each class of regulated work. The OSHA standard also requires employee exposure to airborne asbestos fibers be maintained below the Permissible Exposure Limit (PEL) of 0.1 asbestos fibers per cubic centimeter (f/cc) of air as an 8-hour Time Weighted Average (TWA).

APPENDIX E

ASBESTOS LABORATORY ANALYTICAL REPORT

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 1 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345428	01	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 2, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345429	02	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 3, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345430	03	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 4, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345431	04	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 5, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345432	05	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 6, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345433	06	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 9, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345434	07	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 10, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345435	08	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 11, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345436	09	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 12, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345437	10	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 14, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345438	11	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 15, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 2 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345439	12	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 16, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345440	13	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 18, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345441	14	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 1, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345442	15	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 7, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345443	16	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 8, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345444	17	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Yellow Mastic
CL1345445	18	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset
CL1345446	19	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset
CL1345447	20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 3 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345448	21	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 1, Bathroom	None Detected - Flooring 1 None Detected - Yellow Mastic None Detected - Flooring 2 None Detected - Clear Adhesive None Detected - Concrete
CL1345449	22	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 2, Living Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood None Detected - Vapor Barrier
CL1345450	23	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 3, Bedroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood
CL1345451	24	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 4, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345452	25	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 5, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345453	26	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 6, Bedroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345454	27	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 7, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Ceramic Floor Tile None Detected - Thinset
CL1345455	28	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 8, Living Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood None Detected - Vapor Barrier

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 4 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345456	29	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 9, Bathroom	None Detected - Flooring None Detected - Clear Mastic
CL1345457	30	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 10, Living Area	None Detected - Flooring None Detected - Clear Mastic
CL1345458	31	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 11, Living Area	None Detected - Flooring None Detected - Green Mastic
CL1345459	32	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 12, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345460	33	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 14, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345461	34	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 15, Kitchen	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Concrete
CL1345462	35	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 16, Bedroom	None Detected - Flooring None Detected - Yellow Mastic
CL1345463	36	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 17, Dining Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Concrete
CL1345464	37	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 18, Kitchen	None Detected - Flooring None Detected - Yellow Mastic
CL1345465	38	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 19, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345466	39	Paint (white) Coat & Brick & Mortar - Unit 1, Exterior by Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 5 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345467	40	Paint (white) Coat & Brick & Mortar - Unit 2, Exterior by Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345468	41	Paint (white) Coat & Brick & Mortar - Unit 3, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345469	42	Paint (white) Coat & Brick & Mortar - Unit 4, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345470	43	Paint (white) Coat & Brick & Mortar - Unit 5, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345471	44	Paint (white) Coat & Brick & Mortar - Unit 6, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345472	45	Paint (white) Coat & Brick & Mortar - Unit 7, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345473	46	Paint (white) Coat & Brick & Mortar - Unit 8, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345474	47	Paint (white) Coat & Brick & Mortar - Unit 9, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345475	48	Paint (white) Coat & Brick & Mortar - Unit 10, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345476	49	Paint (white) Coat & Brick & Mortar - Unit 11, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 6 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345477	50	Paint (white) Coat & Brick & Mortar - Unit 12, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345478	51	Paint (white) Coat & Brick & Mortar - Unit 14, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345479	52	Paint (white) Coat & Brick & Mortar - Unit 15, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345480	53	Paint (white) Coat & Brick & Mortar - Unit 16, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345481	54	Paint (white) Coat & Brick & Mortar - Unit 17, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345482	55	Paint (white) Coat & Brick & Mortar - Unit 18, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345483	56	Paint (white) Coat & Brick & Mortar - Unit 19, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345484	57	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material
CL1345485	58	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material
CL1345486	59	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

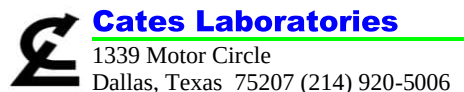
Page 7 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345487	60	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 18 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345488	61	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 18 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345489	62	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 19 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345490	63	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 18 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345491	64	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 19 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345492	65	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 19 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345493	66	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 9 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345494	67	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 10 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

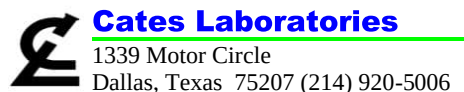
Page 8 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345495	68	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 10 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345496	69	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345497	70	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345498	71	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345499	72	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345500	73	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345501	74	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345502	75	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345503	76	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345504	77	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345505	78	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345506	79	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345507	80	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345508	81	Sink Undercoating (white/grey) - Unit 1 at Kitchen Sink	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 9 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345509	82	Sink Undercoating (white/grey) - Unit 7 at Kitchen Sink	None Detected
CL1345510	83	Sink Undercoating (white/grey) - Unit 15 at Kitchen Sink	None Detected
CL1345511	84	Sink Undercoating (grey) - Unit 2 at Kitchen Sink	None Detected
CL1345512	85	Sink Undercoating (grey) - Unit 6 at Kitchen Sink	None Detected
CL1345513	86	Sink Undercoating (grey) - Unit 9 at Kitchen Sink	None Detected
CL1345514	87	Sink Undercoating (grey) - Unit 10 at Kitchen Sink	None Detected
CL1345515	88	Sink Undercoating (grey) - Unit 19 at Kitchen Sink	None Detected
CL1345516	89	Sink Undercoating (black) - Unit 3 at Kitchen Sink	None Detected
CL1345517	90	Sink Undercoating (black) - Unit 4 at Kitchen Sink	None Detected
CL1345518	91	Sink Undercoating (black) - Unit 5 at Kitchen Sink	None Detected
CL1345519	92	Sink Undercoating (black) - Unit 8 at Kitchen Sink	None Detected
CL1345520	93	Sink Undercoating (black) - Unit 11 at Kitchen Sink	None Detected
CL1345521	94	Sink Undercoating (black) - Unit 12 at Kitchen Sink	None Detected
CL1345522	95	Sink Undercoating (black) - Unit 14 at Kitchen Sink	None Detected
CL1345523	96	Sink Undercoating (black) - Unit 16 at Kitchen Sink	None Detected
CL1345524	97	Window Glazing Compound (interior, grey/white) - Unit 1 at Living Area	None Detected
CL1345525	98	Window Glazing Compound (interior, grey/white) - Unit 6 at Kitchen	2% Chrysotile
CL1345526	99	Window Glazing Compound (interior, grey/white) - Unit 7 at Living Area	None Detected
CL1345527	100	Window Glazing Compound (interior, grey/white) - Unit 8 at Kitchen	<1% Chrysotile
CL1345528	101	Fixture Caulk - Unit 1 at Bathroom/Kitchen	None Detected
CL1345529	102	Fixture Caulk - Unit 2 at Bathroom/Kitchen	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

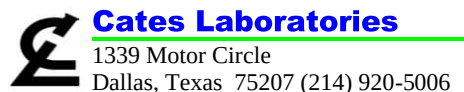
Page 10 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345530	103	Fixture Caulk - Unit 3 at Bathroom/Kitchen	None Detected
CL1345531	104	Fixture Caulk - Unit 4 at Bathroom/Kitchen	None Detected
CL1345532	105	Fixture Caulk - Unit 5 at Bathroom/Kitchen	None Detected
CL1345533	106	Fixture Caulk - Unit 6 at Bathroom/Kitchen	None Detected
CL1345534	107	Fixture Caulk - Unit 7 at Bathroom/Kitchen	None Detected
CL1345535	108	Fixture Caulk - Unit 8 at Bathroom/Kitchen	None Detected
CL1345536	109	Fixture Caulk - Unit 9 at Bathroom/Kitchen	None Detected
CL1345537	110	Fixture Caulk - Unit 10 at Bathroom/Kitchen	None Detected
CL1345538	111	Fixture Caulk - Unit 11 at Bathroom/Kitchen	None Detected
CL1345539	112	Fixture Caulk - Unit 12 at Bathroom/Kitchen	None Detected
CL1345540	113	Fixture Caulk - Unit 14 at Bathroom/Kitchen	None Detected
CL1345541	114	Fixture Caulk - Unit 15 at Bathroom/Kitchen	None Detected
CL1345542	115	Fixture Caulk - Unit 16 at Bathroom/Kitchen	None Detected
CL1345543	116	Fixture Caulk - Unit 17 at Bathroom/Kitchen	None Detected
CL1345544	117	Fixture Caulk - Unit 18 at Bathroom/Kitchen	None Detected
CL1345545	118	Shower Caulk - Unit 10 at Shower/Tub	None Detected
CL1345546	119	Shower Caulk - Unit 11 at Shower/Tub	None Detected
CL1345547	120	Shower Caulk - Unit 12 at Shower/Tub	None Detected
CL1345548	121	Window Glazing Compound (white/grey) - Unit 1 at Living Area	None Detected
CL1345549	122	Window Glazing Compound (white/grey) - Unit 7 at Living Area	None Detected
CL1345550	123	Window Glazing Compound (white/grey) - Unit 8 at Living Area	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 11 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345551	124	Window Glazing Compound (white/grey) - Unit 15 at Living Area	3% Chrysotile
CL1345552	125	Window Glazing Compound (white/grey) - Unit 16 at Living Area	None Detected
CL1345553	126	Window Glazing Compound (white/grey) - Unit 19 at Living Area	None Detected
CL1345554	127	Window Glazing Compound (white/sticky) - Unit 17 at Living Area	None Detected
CL1345555	128	Window Glazing Compound (white/sticky) - Unit 18 at Living Area	None Detected
CL1345556	129	Window Glazing Compound (white/sticky) - Unit 18 at Living Area	None Detected
CL1345557	130	Window Frame Sealant (exterior, white/grey) - Unit 1	None Detected
CL1345558	131	Window Frame Sealant (exterior, white/grey) - Unit 3	None Detected - White Sealant 3% Chrysotile - Beige Sealant
CL1345559	132	Window Frame Sealant (exterior, white/grey) - Unit 4	None Detected
CL1345560	133	Window Frame Sealant (exterior, white/grey) - Unit 7	None Detected
CL1345561	134	Window Frame Sealant (exterior, white/grey) - Unit 8	None Detected
CL1345562	135	Window Frame Sealant (exterior, white/grey) - Unit 9	None Detected - White Sealant 3% Chrysotile - Beige Sealant
CL1345563	136	Window Frame Sealant (exterior, white/grey) - Unit 10	None Detected
CL1345564	137	Window Frame Sealant (exterior, white/grey) - Unit 11	None Detected
CL1345565	138	Window Frame Sealant (exterior, white/grey) - Unit 12	None Detected
CL1345566	139	Window Frame Sealant (exterior, white/grey) - Unit 14	None Detected
CL1345567	140	Window Frame Sealant (exterior, white/grey) - Unit 15	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345568	141	Window Frame Sealant (exterior, white/grey) - Unit 16	None Detected - White Sealant 5% Chrysotile - Beige Sealant

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 12 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345569	142	Window Frame Sealant (exterior, white/grey) - Unit 17	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345570	143	Window Frame Sealant (exterior, white/grey) - Unit 18	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345571	144	Window Frame Sealant (exterior, white/grey) - Unit 19	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345572	145	Window Frame Sealant (Interior, white/grey) - Unit 1	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345573	146	Window Frame Sealant (Interior, white/grey) - Unit 2	None Detected
CL1345574	147	Window Frame Sealant (Interior, white/grey) - Unit 3	None Detected
CL1345575	148	Window Frame Sealant (Interior, white/grey) - Unit 4	None Detected
CL1345576	149	Window Frame Sealant (Interior, white/grey) - Unit 5	None Detected
CL1345577	150	Window Frame Sealant (Interior, white/grey) - Unit 6	10% Chrysotile
CL1345578	151	Window Frame Sealant (Interior, white/grey) - Unit 7 at Kitchen	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345579	152	Window Frame Sealant (Interior, white/grey) - Unit 8 at Kitchen	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345580	153	Window Frame Sealant (Interior, white/grey) - Unit 9	None Detected
CL1345581	154	Window Frame Sealant (Interior, white/grey) - Unit 10	None Detected
CL1345582	155	Window Frame Sealant (Interior, white/grey) - Unit 11	None Detected
CL1345583	156	Window Frame Sealant (Interior, white/grey) - Unit 12 at Bedroom	None Detected
CL1345584	157	Window Frame Sealant (Interior, white/grey) - Unit 14 at Living Area	None Detected
CL1345585	158	Window Frame Sealant (Interior, white/grey) - Unit 15	None Detected
CL1345586	159	Window Frame Sealant (Interior, white/grey) - Unit 16 at Dining	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

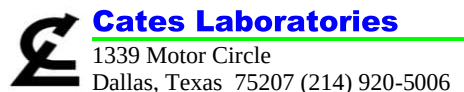
Page 13 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345587	160	Window Frame Sealant (Interior, white/grey) - Unit 17	None Detected
CL1345588	161	Window Frame Sealant (Interior, white/grey) - Unit 18	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345589	162	Window Frame Sealant (Interior, white/grey) - Unit 19 Bathroom	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345590	163	Door Frame Sealant (exterior, white/grey) - Unit 1 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345591	164	Door Frame Sealant (exterior, white/grey) - Unit 2 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345592	165	Door Frame Sealant (exterior, white/grey) - Unit 3 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345593	166	Door Frame Sealant (exterior, white/grey) - Unit 4 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345594	167	Door Frame Sealant (exterior, white/grey) - Unit 5 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345595	168	Door Frame Sealant (exterior, white/grey) - Unit 6 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345596	169	Door Frame Sealant (exterior, white/grey) - Unit 7 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345597	170	Door Frame Sealant (exterior, white/grey) - Unit 8 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345598	171	Door Frame Sealant (exterior, white/grey) - Unit 9 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345599	172	Door Frame Sealant (exterior, white/grey) - Unit 10 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345600	173	Door Frame Sealant (exterior, white/grey) - Unit 11 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

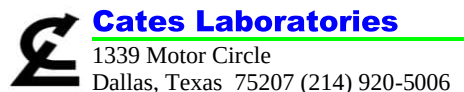
Page 14 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345601	174	Door Frame Sealant (exterior, white/grey) - Unit 12 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345602	175	Door Frame Sealant (exterior, white/grey) - Unit 14 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345603	176	Door Frame Sealant (exterior, white/grey) - Unit 15 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345604	177	Door Frame Sealant (exterior, white/grey) - Unit 16 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345605	178	Door Frame Sealant (exterior, white/grey) - Unit 17 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345606	179	Door Frame Sealant (exterior, white/grey) - Unit 18 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345607	180	Door Frame Sealant (exterior, white/grey) - Unit 19 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345608	181	Door Frame Sealant (interior, white/grey) - Unit 1 at Door Way	None Detected
CL1345609	182	Door Frame Sealant (interior, white/grey) - Unit 2 at Door Way	None Detected
CL1345610	183	Door Frame Sealant (interior, white/grey) - Unit 3 at Door Way	None Detected
CL1345611	184	Door Frame Sealant (interior, white/grey) - Unit 4 at Door Way	None Detected
CL1345612	185	Door Frame Sealant (interior, white/grey) - Unit 5 at Door Way	None Detected
CL1345613	186	Door Frame Sealant (interior, white/grey) - Unit 6 at Door Way	None Detected
CL1345614	187	Door Frame Sealant (interior, white/grey) - Unit 7 at Door Way	None Detected
CL1345615	188	Door Frame Sealant (interior, white/grey) - Unit 8 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345616	189	Door Frame Sealant (interior, white/grey) - Unit 9 at Door Way	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 15 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345617	190	Door Frame Sealant (interior, white/grey) - Unit 10 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345618	191	Door Frame Sealant (interior, white/grey) - Unit 11 at Door Way	None Detected
CL1345619	192	Door Frame Sealant (interior, white/grey) - Unit 12 at Door Way	None Detected
CL1345620	193	Door Frame Sealant (interior, white/grey) - Unit 14 at Door Way	None Detected
CL1345621	194	Door Frame Sealant (interior, white/grey) - Unit 15 at Door Way	None Detected
CL1345622	195	Door Frame Sealant (interior, white/grey) - Unit 16 at Door Way	None Detected
CL1345623	196	Door Frame Sealant (interior, white/grey) - Unit 17 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345624	197	Door Frame Sealant (interior, white/grey) - Unit 18 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345625	198	Door Frame Sealant (interior, white/grey) - Unit 19 at Door Way	None Detected
CL1345626	199	Finished Drywall w/Texture (orange peel) Wall - Unit 3 Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345627	200	Finished Drywall w/Texture (orange peel) Wall - Unit 5 Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345628	201	Finished Drywall w/Texture (orange peel) Wall - Unit 11 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 16 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345629	202	Finished Drywall w/Texture (orange peel) Wall - Unit 14 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345630	203	Finished Drywall w/Texture (orange peel) Wall - Unit 16 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345631	204	Finished Drywall w/Texture (orange peel) Ceiling - Unit 2 at Interior Ceiling	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345632	205	Finished Drywall w/Texture (orange peel) Ceiling - Unit 3 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345633	206	Finished Drywall w/Texture (orange peel) Ceiling - Unit 4 at Interior Ceiling	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345634	207	Finished Drywall w/Texture (orange peel) Ceiling - Unit 5 at Interior Ceiling	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 17 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345635	208	Finished Drywall w/Texture (orange peel) Ceiling - Unit 14 at Interior Ceiling	None Detected - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345636	209	Finished Drywall w/Texture (semi smooth) Wall - Unit 1 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345637	210	Finished Drywall w/Texture (semi smooth) Wall - Unit 7 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345638	211	Finished Drywall w/Texture (semi smooth) Wall - Unit 17 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345639	212	Finished Drywall w/Texture (semi smooth) Wall - Unit 19 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345640	213	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 1 at Interior Ceiling	None Detected - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345641	214	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 8 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 18 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345642	215	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 10 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345643	216	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 19 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345644	217	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345645	218	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345646	219	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345647	220	Finished Drywall w/Texture (wavy) Ceiling - Unit 6	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 19 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345648	221	Finished Drywall w/Texture (wavy) Ceiling - Unit 6 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345649	222	Finished Drywall w/Texture (wavy) Ceiling - Unit 6 at Interior Ceiling	None Detected - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345650	223	Finished Drywall w/Texture (sandy) Wall - Unit 9 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345651	224	Finished Drywall w/Texture (sandy) Wall - Unit 10 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345652	225	Finished Drywall w/Texture (sandy) Wall - Unit 15 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345653	227	Finished Drywall w/Texture (sandy) Ceiling - Unit 9 at Interior Ceilings	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345654	228	Finished Drywall w/Texture (sandy) Ceiling - Unit 10 at Interior Ceilings	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 20 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345655	229	Finished Drywall w/Texture (sandy) Ceiling - Unit 15 at Interior Ceilings	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345656	230	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345657	231	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345658	232	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345659	233	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345660	234	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 21 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345661	235	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345662	236	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345663	237	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345664	238	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345665	239	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345666	240	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345667	241	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345668	242	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 22 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345669	243	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation
CL1345670	244	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation
CL1345671	245	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345672	246	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345673	247	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345674	248	Roof Shingle (black, gravel) & Tar Paper (black) - Roof South End	None Detected - Roofing Shingle None Detected - Backing Sheet
CL1345675	249	Roof Shingle (black, gravel) & Tar Paper (black) - Roof North End	None Detected - Roofing Shingle None Detected - Backing Sheet
CL1345676	250	Roof Shingle (black, gravel) & Tar Paper (black) - Roof East End	None Detected - Roofing Shingle None Detected - Backing Sheet

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 23 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein.

STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the U.S. EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples as found in 40 CFR, Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A), or the current U.S. EPA method (EPA Method 600/R-93/116) for the analysis of asbestos in building materials, by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst:

Kathy Schosek, Chris Munch,
Liliana Castillo, Curtis Grigg

Laboratory Director: John R. Cates, P.G.

Approved Signatory:



TESTING
NVLAP LAB CODE 200569-0

APPENDIX F

LICENSES & CERTIFICATIONS





Texas Department of State Health Services

TERRACON CONSULTANTS INC

is certified to perform as an

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked.*



License Number: 100157

Expiration Date: 11/30/2026

Control Number: 97714


Jennifer Shuford, MD, MPH,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Texas Department of State Health Services

CATES LABORATORIES INC

is certified to perform as an

Asbestos Laboratory
PCM, PLM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked*



License Number: 300287

Control Number: 96696



Expiration Date: 04/07/2025

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200569-0

Cates Laboratories, Inc.
Dallas, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2024-04-01 through 2025-03-31
Effective Dates




For the National Voluntary Laboratory Accreditation Program

**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

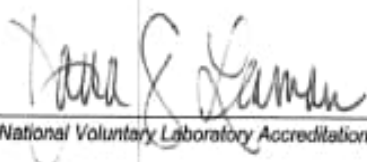
Cates Laboratories, Inc.
1339 Motor Circle
Dallas, TX 75207
Mr. John R. Cates
Phone: 214-920-5006 Fax: 1-972-767-0167
Email: jrcates@cateslab.com
<http://www.cateslab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200569-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials


For the National Voluntary Laboratory Accreditation Program

Effective 2024-04-01 through 2025-03-31

Page 1 of 1

Appendix B: Asbestos Abatement Specification

Asbestos Abatement Specification

Westside Court Apartments
5000 Holland Avenue
Highland Park, Texas 75205

April 11, 2025 (revised August 18, 2025)

Project Number: 94257336

Prepared for:

Town of Highland Park
4700 Drexel Drive
Dallas, TX 75205



1801 Handley Ederville Rd.
Fort Worth, Texas 76118
P (817) 268-8600
F (817) 268-8602
Terracon.com

Richard Klenke III - Asbestos Consultant
TDSHS License No. 10-5937 / 09.25.26



Explore with us

Nationwide
Terracon.com

- Facilities
- Environmental
- Geotechnical
- Materials

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	MATERIAL DESCRIPTIONS AND QUANTITIES	1
3.0	Abatement notes	2
3.1	Respiratory Protection.....	2
3.2	Protective Clothing	2
3.3	Decontamination System – Negative-Pressure Containments	3
3.3.1	Changing Room (aka Clean Room)	3
3.3.2	Shower Room	3
3.3.3	Equipment Room (Contaminated Area)	4
3.3.4	Equipment Area (Regulated Area Removal)	5
3.4	Work Areas.....	6
3.4.1	Negative pressure enclosure	6
3.4.2	Exterior Regulated Area	6
3.5	Waste Load-Out (Bag-Out)	7
3.6	Removal.....	8
3.6.1	Negative Pressure Enclosure	8
3.6.2	Exterior Regulated Area	8
3.7	Disposal	9
3.8	Clearance	10
3.8.1	Visual Inspection.....	10
3.8.2	Air Clearance Testing (negative pressure enclosure)	10
3.8.3	Air Clearance Testing (exterior regulated area)	10
4.0	CONTRACTOR SUBMITTALS	11
5.0	CONSTRUCTION NOTES	12
6.0	PRODUCTS	13
7.0	AIR MONITORING SERVICES	14
7.1	Air Monitoring	15
7.1.1	Work Area Isolation	15
7.1.2	Inside Work Area.....	15
7.1.3	Outside Work Area	15
7.2	Analytical Methods.....	16
7.3	Sample Protocols.....	16
7.3.1	Schedule of Samples for Full Negative-Pressure Containments	16
7.3.2	Schedule of Samples for Regulated Areas	16
8.0	CONSULTANT’S INSPECTIONS	17
8.1	Inspection of Work Area Prior to Start of Abatement.....	17
8.2	Second Key Inspection	17
8.3	Third Key Inspection	17
8.4	Fourth Key Inspection	17
8.5	Final Key Inspection.....	17
9.0	PERSONAL MONITORING	18
APPENDICES		
Appendix A	Specification Drawing(s)	
Appendix B	Asbestos Survey Report	

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



1.0 INTRODUCTION

This project is being performed for Town of Highland Park, henceforth referred to as **OWNER**. Terracon Consultants, Inc. (**CONSULTANT**) prepared these work procedures. The licensed asbestos abatement contractor (**CONTRACTOR**) is responsible for completing the work that will include the abatement of asbestos-containing materials identified in Terracon's Asbestos Survey Report dated February 25, 2025 (Terracon Project No. 94247F87).

2.0 MATERIAL DESCRIPTIONS AND QUANTITIES

The scope of work is summarized as removal and disposal of the following ACM:

Material	Quantity ¹
Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset	302 SF
Window Glazing Compound (interior, grey/white)	135 SF
Window Glazing Compound (white/grey)	155 SF
Window Frame Sealant (exterior, white/grey)	178 SF
Window Frame Sealant (interior, white/grey)	213 SF
Door Frame Sealant (exterior, white/grey)	109 SF
Door Frame Sealant (interior, white/grey)	109 SF
Finished Drywall w/Texture Wall Systems	44,128 SF
Finished Drywall w/Texture Ceiling Systems	12,608 SF

¹ Quantities listed are estimates only. **CONTRACTOR** is responsible for verifying quantity estimates prior to submission of bid. The **CONTRACTOR** will perform work for materials and locations indicated, regardless of actual quantities, and no increase in Contract amount will be allowed for quantity adjustment.

3.0 ABATEMENT NOTES

Movable objects will be removed from the work area; these items are to be pre-cleaned by wet-wiping and HEPA-vacuuming prior to removal from the work area. Non-movable objects in the work area are to be pre-cleaned by wet-wiping and HEPA-vacuuming, then wrapping in a minimum of two (2) layers of 4-mil polyethylene sheeting or a single layer of 6-mil polyethylene sheeting secured in place.

CONTRACTOR shall maintain personnel on-site when any portion of the work area(s) is open or not properly secured. **CONTRACTOR** will ensure that at least one (1) **CONTRACTOR** representative is on-site during work hours, including during lunch break. **CONTRACTOR** will ensure that work areas are secure at the end of each workday. **CONTRACTOR** may elect to have a company representative stay on-site to maintain security during times other than normal working hours.

Prior to commencement of preparations, **CONTRACTOR** shall verify site conditions with the **OWNER** and **CONSULTANT**. All damage not noted during this pre-job survey will be assumed caused by the **CONTRACTOR** and the **CONTRACTOR** shall repair to the satisfaction of the **OWNER**.

If a Texas Department of State Health Services (TDSHS) inspector conducts a regulatory inspection, the **CONTRACTOR'S** abatement project supervisor must immediately cease all abatement activities and give his complete and undivided attention to the inspector. Should the TDSHS inspector don personal protective equipment (PPE) and enter the containment, the abatement project supervisor will also don PPE and enter the containment to accompany the inspector. If the TDSHS inspector notes any deficiency/deficiencies, the abatement project supervisor will direct the workers to immediately correct the deficiency/deficiencies to the inspector's satisfaction.

The abatement project supervisor will accompany the TDSHS inspector throughout the duration of the inspection process, whether inside or outside the containment or regulated areas. Upon the TDSHS inspector's departure from the site, the supervisor will resume abatement activities.

3.1 Respiratory Protection

The **CONTRACTOR** shall provide respirators which are applicable and suitable for the purpose intended in accordance with OSHA 1910.134 – Respirator Standard throughout the project. The **CONTRACTOR** will ensure that the respirators are equipped with filter cartridges designed for asbestos-containing dusts and mists, vapors, and color-coded in accordance with ANSI Z228.2 (1980).

3.2 Protective Clothing

During removal in negative pressure containments, each worker will wear at least one disposable protective suit and proper respiratory protection. The **CONTRACTOR** will make boots and gloves available to each worker as needed. All protective suits will be disposed of properly at the conclusion of each work-shift. Prior to exiting the work area, the workers performing the abatement will decontaminate thoroughly in a three-chambered wet decontamination system attached to each containment.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.3 Decontamination System – Negative-Pressure Containments

Disposable “pop-up” units displaying excessive use or wear are not permitted.

The **CONTRACTOR** shall provide a Personnel Decontamination Unit consisting of a serial arrangement of the following connected rooms or spaces:

Provide splash-proof entrances to the Work Area and the building/exterior with doors arranged as follows:

- Changing Room (aka Clean Room);
- Shower Room; and
- Equipment Room.

The **CONTRACTOR** shall require all persons, without exception, to pass through this decontamination unit for entry into and exit from the work area for any purpose. The **CONTRACTOR** shall not allow parallel routes for entry or exit.

3.3.1 Changing Room (aka Clean Room)

The **CONTRACTOR** shall provide a Changing Room physically and visually separated from the rest of the building for workers to change into protective clothing. Construct this room using minimum 6-mil polyethylene sheeting to provide an airtight seal between the Changing Room and the rest of the building. Locate Changing Room so the Equipment Room and Work Area are accessible only through the Shower Room. Separate the Changing Room from the rest of the building by a doorway of overlapping minimum 6-mil polyethylene sheeting flaps; arrange these flaps so that any air movement out of the Clean Room will cause the flaps to seal against the door frame.

Always keep the Changing Room floor clean and dry. Do not allow overflow water from Shower Room to wet floor in Changing Room.

- Damp-wipe all Clean Room surfaces with a disinfectant solution twice after each shift change.
- Provide a continuously adequate supply of disposable bath towels.
- Provide posted information for all emergency phone numbers and procedures.

3.3.2 Shower Room

The **CONTRACTOR** shall provide a completely water-tight operational shower for showering by workers exiting the Work Area after undressing in the Equipment Room or for transit by cleanly-dressed workers entering the Work Area from the Changing Room.

Construct the Shower Room using a shower pan and two shower walls in a configuration that causes water running down walls to drip into shower pan. Install a freely draining floor in the shower pan at an elevation that is at the top of pan.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



Separate the Shower Room from the Changing Room, Equipment Room, and the rest of the building with airtight walls fabricated of minimum 6-mil polyethylene sheeting.

Provide splash-proof entrances to Changing Room and Equipment Room with doors arranged as follows:

- At each entrance to the Shower Room construct a doorframe of lumber, PVC Pipe, or equivalent.
- Attach two overlapping minimum 6-mil polyethylene sheeting flaps fastened at the head (top) and jambs (sides) of this frame.
- Overlap these flaps to present a shingle-like configuration to direct the shower water stream inward and downward to the shower pan and that that water from showering does not splash into the Changing Room or Equipment Room.
- Arrange these flaps so that any air movement out of the Work Area will cause the flaps to seal against the door frame.

Provide temporary extensions of existing hot and cold water, temperature and flow controls, a flexible hose shower head, and drainage, as necessary to present a complete and operable shower.

Provide a continuously adequate supply of soap.

Maintain sanitary conditions in the Shower Room. Damp wipe all Shower Room surfaces with a disinfectant solution after workers enter containment at the beginning of a work shift or after lunch break and after all workers exit the Shower Room at the end of a work shift.

Provide 20- and 5-micron wastewater filters in-line to sanitary sewer drain or wastewater storage for use in amended water. Change filters a minimum of once per workday; change filters more frequently, if necessary.

Provide Hose Bib.

3.3.3 Equipment Room (Contaminated Area)

The Equipment Room is an asbestos-contaminated area for temporary storage or staging of asbestos-contaminated work equipment, footwear, gloves, and work clothing. Workers will use the Equipment Room to remove asbestos-contaminated clothing and equipment prior to entering the Shower Room.

Separate the Equipment Room from the Shower Room, Work Area, and the rest of the building with airtight walls fabricated of minimum 6-mil polyethylene sheeting.

Locate Equipment Room so the Clean Room is accessible only through the Shower Room. Separate the Equipment Room from the Work Area by a doorway of overlapping minimum 6-mil polyethylene sheeting flaps; arrange these flaps so that any air movement out of the Clean Room will cause the flaps to seal against the door frame.

Do not allow equipment, clothing, etc. to accumulate in the Equipment Room. Keep the Equipment Room clear for safe, unimpeded transit from the Work Area or Shower Room.

Damp-wipe all Equipment Room surfaces and dispose of all soiled clothing at each shift change.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



Where airborne asbestos fiber concentrations in the Work Area are expected to be high (e.g., dry removal, highly friable ACM, or friable ACM with asbestos concentrations above 50%), construct an intermediate space between the Equipment Room and the Work Area for workers to conduct additional personal decontamination. Do not allow equipment, clothing, etc. to accumulate in this area. Keep this area clear for safe, unimpeded transit from the Work Area or Equipment Room. Install a dropcloth of minimum 6-mil polyethylene sheeting in this area. Dispose of all soiled clothing, damp wipe all surfaces, and replace the dropcloth at each shift change.

3.3.4 Equipment Area (Regulated Area Removal)

The **CONTRACTOR** shall provide an Equipment Area for decontamination of employees and their equipment immediately adjacent to the regulated Work Area.

The **CONTRACTOR** shall require all persons, without exception, to pass through this Equipment Area for entry into and exit from the regulated Work Area for any purpose. The **CONTRACTOR** shall not allow parallel routes for entry or exit. Where a centrally located Equipment Room/Area is employed, the **CONTRACTOR** shall restrict access to the paths of transit between the Equipment Room and Work Area to project personnel only.

The Equipment Area shall consist of an area covered by an impermeable drop cloth of minimum 6-mil polyethylene sheeting. The Equipment Area must be of sufficient size to accommodate workers removing PPE, cleaning equipment, processing ACM waste for disposal, etc. without spreading contamination beyond the Equipment Area (as determined by visible accumulations).

Keep the Equipment Area clean and dry. Do not allow contaminated equipment or soiled disposable suits to accumulate.

- Dispose of or damp wipe Equipment Area drop cloth with a disinfectant solution twice after each shift change.
- Provide a continuously adequate supply of fresh water, soap, and disposable bath towels to accommodate employee face and hand washing.
- Provide posted information for all emergency phone numbers and procedures.

All equipment and surfaces of ACM container(s) must be cleaned prior to removing the from the Equipment Area.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.4 Work Areas

3.4.1 Negative pressure enclosure

All interior ACM, except exterior Window Glazing, exterior Window Frame Sealant, and exterior Door Frame Sealant, will be abated in a series of full negative-pressure containments described as follows:

1. Work areas with porous walls, floors, and/or ceilings shall consist of critical barriers, two layers of minimum 4-mil polyethylene sheeting on wall surfaces not specified for abatement, two layers of minimum 6-mil polyethylene sheeting on floor surfaces not specified for abatement, and one layer of 4-mil polyethylene sheeting on ceiling surfaces not specified for abatement. 6-mil polyethylene sheeting covering the floors shall extend a minimum twelve inches (12") up all walls (including those being removed) and be sealed in place with spray adhesive and a continuous line of duct tape, creating a "bowl effect" to capture the maximum amount of debris and water possible.
2. Where feasible, a viewing window must be included in the wall for each 260 feet or a fraction of that distance allowing at least 51% of the abatement work area to be clearly visible. At least one viewing window must be included in the wall, unless the licensed asbestos consultant specifies that a viewing window is not feasible. The window must be constructed of transparent, shatter-resistant panel, acrylic glass or comparable, which measures approximately 18"x18". The window must be a reasonable height for viewing.
3. Each work area shall include negative pressure, and a three-chambered wet decontamination system as described in the section titled Decontamination System – Negative-Pressure Enclosures or Containments.
4. Install HEPA filtration units in a number sufficient to provide negative pressure of at least 0.02 column inches of differential between the containment and the area outside the containment and to produce a minimum of four complete air changes per hour within the containment. Where technically feasible, exhaust negative pressure ventilation system to the outside of the building.
5. Install a minimum of one 'backup' HEPA filtration unit for immediate activation in the event of unit failure or loss of negative pressure.

3.4.2 Exterior Regulated Area

Exterior nonfriable ACM window glazing, window frame sealant, and door frame sealant removal will be conducted in accordance with the NESHAP within a regulated area, employing asbestos warning signs and barrier tape at all approaches to the work area, minimum 6-mil polyethylene sheeting dropcloths covering all non-abatement surfaces (e.g., soil or grass, roof decks, floors, walls, etc.) within $\geq 3'$ in all directions around abatement areas, appropriate asbestos barrier tape and warning signs, HEPA ventilation, and an adjacent equipment room/area for decontamination of employees and their equipment as defined in Section 3.3.4.

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state and federal regulations.

A handwritten signature in blue ink, appearing to read 'Richard Klenke III'.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.5 Waste Load-Out (Bag-Out)

Where feasible, the **CONTRACTOR** shall establish a Waste Load-Out (Bag-Out). Locate the Waste Load-Out in an area(s) separated from non-project personnel or passersby and to minimize the distance waste materials must be conveyed to the transport trailer or disposal container.

Separate the Waste Load-Out from the Work Area and the rest of the building with airtight walls fabricated of minimum 6-mil polyethylene sheeting. Construct the Waste Load-Out chamber with a minimum two layers of minimum 6-mil polyethylene sheeting on the floors, and a minimum one layer of minimum 6-mil polyethylene sheeting on the walls and ceiling. Polyethylene sheeting covering the floors shall extend a minimum twelve inches (12") up all walls and be sealed in place with spray adhesive and a continuous line of duct tape, creating a "bowl effect" to capture any debris or water escaping the Work Area.

Provide splash-proof entrances to the Work Area and the building/exterior with doors arranged as follows:

- At each entrance to the Waste Load-Out construct a doorframe of lumber, PVC Pipe, or equivalent.
- Attach two overlapping minimum 6-mil polyethylene sheeting flaps fastened at the head (top) and jambs (sides) of this frame
- Overlap these flaps to present a shingle-like configuration to direct any water stream inward and downward to the floor and that water from the Work Area does not splash into the Waste Load-Out.
- Arrange these flaps so that any air movement out of the Work Area will cause the flaps to seal against the door frame.

Maintain sanitary conditions in the Waste Load-Out. Damp wipe all Waste Load-Out surfaces at the conclusion of each phase of waste load-out.

Pump any water accumulating in the Waste Load-Out through 20- and 5-micron wastewater filters in-line to sanitary sewer drain or wastewater storage for use in amended water. Change filters a minimum of once per workday; change filters more frequently, if necessary.

Entrances to the Waste Load-Out shall be sealed air-tight when not in use.

During active waste load-out, the area between the Waste Load-Out and transport trailer or disposal container shall be covered with a dropcloth of minimum 6-mil polyethylene sheeting and cordoned off with asbestos warning tape.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.6 Removal

3.6.1 Negative Pressure Enclosure

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state, and federal regulations.

All interior ACM, except assumed mirror mastic, removal and cleanup of asbestos dust and debris shall be completed using:

- A full negative-pressure containment in accordance with these specifications and applicable regulations.
- Promptly transfer ACM waste into disposal containers. Do not allow ACM waste to accumulate in the Work Area or impede transit from the Work Area to the Equipment Room.

3.6.2 Exterior Regulated Area

The **CONTRACTOR** will perform the removal and disposal in accordance with current local, state and federal regulations. Exterior nonfriable ACM (e.g. window glazing, window frame sealant, and door frame sealant) will be abated in accordance with the NESHAP within a regulated area as described in Section 3.4.2. The **CONTRACTOR** will employ engineering controls as necessary to prevent generation of visible emissions (e.g. airborne dust or liquid effluent). Use of mechanical methods or power tools (e.g. grinders) or other means that render the ACM friable is prohibited.

Prior to commencing removal, the **CONTRACTOR** will adequately spray the ACM with water to prevent the release of visible emissions. The **CONTRACTOR** will continue to spray the work area with water as necessary to prevent visible emissions throughout the abatement process. The **CONTRACTOR** will ensure that the ACM remains adequately wet throughout the removal process and take care to prevent excess liquid runoff.

NOTE: liquid seepage/leakage from the regulated area is considered a visible emission. Liquids utilized for or generated by the abatement process will be disposed of as ACM waste or properly filtered through a HEPA filtration system prior to removal from the regulated area. The **CONTRACTOR** will demonstrate proper operation of the liquid capture system and filtration system prior to commencing abatement operations.

Spray asbestos containing materials with amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate the material. Do not over saturate to cause excess dripping. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative.

The **CONTRACTOR** will encapsulate the clean surfaces after passing a visual inspection conducted by the **CONSULTANT'S** on-site representative.

Promptly transfer ACM waste into disposal containers. Do not allow ACM waste to accumulate in the Work Area or impede transit from the Work Area to the Equipment Area.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.7 Disposal

Prepare a closed-top transport trailer or disposal container by covering all internal surfaces with a minimum two layers of minimum 6-mil polyethylene sheeting secured in place with spray-glue and duct tape. Seams in polyethylene sheeting shall overlap a minimum of six inches (6"). No seams shall be located at wall-to-wall, wall-to-ceiling, or wall-to-floor corners.

6-mil polyethylene sheeting covering the floors shall extend a minimum twelve inches (12") up all walls and be sealed in place with spray adhesive and a continuous line of duct tape, creating a "bowl effect" to capture the maximum amount of debris and water possible in the event of a ruptured disposal bag(s).

Install asbestos warning tape on all exterior walls of the transport trailer or disposal container. Install asbestos warning signs on both interior and exterior sides of the transport trailer or disposal container door in accordance with 29 CFR 1910.1200(f), the OSHA Hazard Communication Standard.

Following removal, double-bag and label ACM waste in accordance with applicable TAPR and OSHA guidelines. Affix preprinted generator labels to each bag or wrapped component prior to placing in the prepared transport trailer or disposal container.

The use of bladder bags, onion bags or any other disposal container deemed unconventional by the CONSULTANT is prohibited unless authorized in writing prior to contract award or commencement of abatement.

All waste bags or wrapped components will be labeled in accordance with 29 CFR 1910.1200(f), the OSHA Hazard Communication Standard, and will contain the following information at a minimum:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

During active waste load-out, the area between the Waste Load-Out and transport trailer or disposal container shall be covered with a dropcloth of minimum 6-mil polyethylene sheeting and cordoned off with asbestos warning tape.

A TDSHS licensed Asbestos Transporter will transport ACM waste to an approved landfill as identified on the Demolition/Renovation Notification Form.

CONTRACTOR will provide **OWNER** verification of disposal at the approved landfill via the Uniform Hazardous Waste Manifest signed by the landfill.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



3.8 Clearance

3.8.1 Visual Inspection

The **CONSULTANT'S** delegated representative and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of the Work Area. All surfaces will be inspected for visual evidence of residual ACM or ACM debris. Based on the results of the inspection, the **CONTRACTOR** will perform additional removal/cleaning or proceed with encapsulation as authorized by the **CONSULTANT'S** delegated representative. The **CONTRACTOR** shall not apply encapsulant until noted deficiencies or discrepancies have been corrected to the **CONSULTANT'S** delegated representative's satisfaction.

3.8.2 Air Clearance Testing (negative pressure enclosure)

HEPA air filtration units shall remain operational until clearance air sampling and analysis are complete. A minimum of eight complete air changes will occur within any containment or negative pressure enclosure prior to collection of clearance air samples.

The **CONSULTANT** shall perform final clearance sampling in containments and negative pressure enclosures in accordance with the TAHPR 296.211(h)(1)(C). The **CONSULTANT** shall collect clearance samples using aggressive sampling techniques as described in TAHPR 296.211(h)(1)(C).

Prior to air monitoring, floors, ceiling and walls shall be swept with the exhaust of a leaf blower. Equipment used in aggressive sampling shall be properly cleaned and decontaminated before use.

The **CONSULTANT** shall collect a minimum of three (3) samples inside the containment of negative pressure enclosure; at the **CONSULTANT'S** discretion, one additional sample will be collected for each 10,000 cubic feet of containment volume (or fraction thereof) in excess of 30,000 cubic feet. The minimum sample volume is 1,250 liters (L) of air.

The **CONSULTANT** will perform PCM analysis of clearance air samples in accordance with the most current NIOSH 7400 Method and A Counting Rule. The release criteria for PCM analysis is complete when the fiber concentration for all PCM clearance air samples is determined below 0.01 fibers per cubic centimeter (f/cc) of air. If PCM analytical results fail to meet this release criteria, the decontamination is deemed incomplete; recleaning and retesting of the containment are required. **CONSULTANT'S** observations, the **CONTRACTOR** will be instructed to either perform additional removal/cleaning or be provided clearance to proceed with encapsulation.

3.8.3 Air Clearance Testing (exterior regulated area)

The **CONSULTANT** will collect air samples up and downwind of the exterior regulated Work Area.

If air sample analysis identifies airborne fiber concentrations above the OSHA Permissible Exposure Limit (PEL) of 0.1 fibers per cubic centimeter (f/cc) of air as an 8-hour Time Weighted Average (TWA), the **CONTRACTOR** will halt abatement operations pending institution of engineering controls or alternative work methods to reduce fiber concentrations below the PEL. Work shall not recommence until authorized by the **CONSULTANT**.

A handwritten signature in blue ink, appearing to read 'Richard Klenke III', is positioned above a horizontal line.

Richard Klenke III - Asbestos Consultant
TDSHS License 10-5937 / 09.25.26

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



4.0 CONTRACTOR SUBMITTALS

Submittals required for proper execution include, but are not limited to, the following:

Pre-Construction Submittals (submitted to **CONSULTANT** at submission of bid):

Regulatory Notification Information

Plan of Action

Fire Action Plan

Emergency Phone List

Project Schedule

Copy of Written Respirator Program which conforms to 29 CFR 1910.134(b)

OSHA Material Safety and Data Sheets (Product Handling)

Construction Submittals (submitted to **CONSULTANT** before start of work on-site)

TDSHS Licenses: Contractor, Contractor Supervisor, Waste Transporter(s)

Roster of Workers

TDSHS Certificates: Workers

Current Refresher Training: all personnel

Current Physical Examination: all personnel

Current Respiratory Fit Test Certificate: all personnel provided respirators Personal Air Monitoring Lab Results

Project Closeout (submitted to **CONSULTANT**)

Contractor Supervisor's Daily Log

Certificate of Completion (if required)

Releases, Occupancy Permits (if applicable)

Personal Air Monitoring Lab Results

Copies of Waste Disposal Manifest(s)

RESUBMISSION

The **CONTRACTOR** shall revise and resubmit submittals as required by **CONSULTANT'S** review. Indicate any changes made other than those requested by **CONSULTANT**.

CONTRACTOR'S RESPONSIBILITIES

Illegible submittals will be rejected and returned for re-submittal.

Schedule submittals according to general flow of Work and to allow for adequate and timely review of submittals by **CONSULTANT**.

Review submittals prior to submission and submit to **CONSULTANT** in accordance with provisions herein.

Verify field measurements, construction criteria, catalog numbers and similar data.

Coordinate submittals with requirements of Work and Contract Documents.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



CONTRACTOR'S responsibility for errors or omissions is not relieved by **CONSULTANT'S** review.

CONTRACTOR'S responsibility for deviations from requirements of Contract Documents is not relieved by **CONSULTANT'S** review, unless **CONSULTANT** is notified of deviations in writing at time of submittal and gives written review of specific deviations.

Do not begin work which requires submittals until reviewed submittals have been reviewed and approved by **CONSULTANT**.

If required, reproduce and distribute copies after **CONSULTANT'S** review.

CONSULTANT'S RESPONSIBILITIES

The **CONSULTANT'S** inspections do not relieve the **CONTRACTOR** of Contract obligations and are not designed to locate all project discrepancies. The **CONTRACTOR** is responsible for project quality.

Review submittals within two working days or indicate in writing reasons for reviews which require additional time.

Review for conformance with design concept of project and information given in Contract Documents.

Indicate results of review and return submittals to **CONTRACTOR** for distribution.

CONSULTANT is not responsible for verification of field measurements, construction criteria, catalog numbers and other similar data.

Review of separate items does not constitute review of an assembly in which items function.

5.0 CONSTRUCTION NOTES

The **CONTRACTOR** shall file and manage the Demolition/Renovation Notification Form to TDSHS. The **CONTRACTOR** shall provide proper written notification (and revisions or amendments, as required) to the appropriate regulatory agencies on the agencies' designated form. The Notification form shall be complete and accurate and contain a statement indicating the Scope of Work and accurate quantities of ACM specified for removal. On Notification form, **OWNER** shall be listed as stated on front cover.

The **CONTRACTOR** is responsible for the accuracy and timelines of the notification. The execution of a Contract/Work Order for this project by the **OWNER** shall constitute written authorization for the **CONTRACTOR** to complete and sign the Notification on the **OWNER'S** behalf. Unless other written arrangements are made, the **OWNER** shall be responsible for payment of notification fees incurred with Demolition/Renovation Notification Form.

The **CONTRACTOR** will be responsible for routing water and electricity to the work areas. Water and electrical service are present on the site.

The **CONTRACTOR** is to be current and in good standing on all asbestos abatement notification fees.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



The **OWNER** reserves the right to verify **CONTRACTOR'S** standing.

The **CONTRACTOR** shall maintain all records required by TDSHS Texas Asbestos Health Protection Rules Section 295.62 Operations: Recordkeeping

CONTRACTOR parking and disposal dumpster areas will be as designated by the **OWNER**. The **CONTRACTOR** will keep work and parking areas clean.

Prior to any asbestos abatement activities, the **CONTRACTOR** will provide a licensed electrician to provide power lock-out and tag-out of all circuits to be affected by the asbestos abatement activities. Lock-out/Tag-out must meet OSHA 1910.147 requirements. All electrical circuits in the regulated and/or contained area shall have ground-fault interrupter (GFCI) units installed.

Exhaust negative pressure ventilation system to the outside of the building.

The **CONTRACTOR** shall be responsible for installing hard barriers in any window openings utilized for exhaust of negative pressure and shall ensure that the building can be secured between work periods. If necessary, a hard barrier decontamination unit shall be constructed at the site to ensure building security.

The **CONTRACTOR** shall arrange the use of on-site toilet facilities with the **OWNER** or provide temporary self-contained toilet units for use by **CONTRACTOR'S** and **CONSULTANT'S** personnel throughout the duration of abatement activities.

The **CONTRACTOR** shall install one fire extinguisher in the work area for each 1,000 square feet of work area or fraction thereof. Additional fire extinguishers shall be installed in the Equipment Room and Clean Room of the decontamination unit.

The **CONTRACTOR** shall conduct a safety meeting for **CONTRACTOR'S** employees with emphasis on operation of fire extinguishers and emergency exits in case of fire.

CONTRACTOR shall have posted emergency phone numbers for the fire department and police.

CONTRACTOR shall store a minimum of volatile substances on the job site and in fire resistant containers only.

6.0 PRODUCTS

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material.

Disposal Bags: Provide as a minimum, individual, true 6-mil thick, leak-tight, manufactured polyethylene bags.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



Disposal Bag Labels: Provide labels with **OWNER'S** name, **CONTRACTOR'S** name, project site address and the following warnings and labels, in accordance with regulatory requirements. Labels shall be lettered with indelible ink.

First Label:

**CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH**

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH**

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances Final Rule:

**RQ HAZARDOUS
SUBSTANCE,
CLASS 9,
NA 2212, PG III
(ASBESTOS)**

Polyethylene Wrap: Provide minimum 6-mil polyethylene sheeting as a wrapping for large sections of rigid waste material and for construction of floors and critical barriers in the containment areas. Provide minimum 4-mil polyethylene sheeting for construction of walls of the containment.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of ACM. Utilize an encapsulant that will meet or exceed the results produced by use of Amended Water, as described above.

7.0 AIR MONITORING SERVICES

The **CONSULTANT** shall verify that the Work performed complies with applicable regulations and that the building areas beyond the Work Area and the outside environment remain free of contamination. This section also sets forth airborne fiber levels both inside and outside the Work Area as permissible exposure limits (PELs), and describes the action required by the **CONTRACTOR** if a permissible exposure limit is met or exceeded.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



7.1 Air Monitoring

The **CONSULTANT** will conduct air monitoring throughout the course of the project. The **CONSULTANT** will perform field analysis of the air samples. At the **CONSULTANT'S** option, a microscope and field laboratory will be set up at the jobsite in order that verbal reports of air monitoring may be obtained promptly after collection and analysis.

The **CONSULTANT'S** reports to the **OWNER** will include air monitoring data and pertinent information on work being conducted such as: work hours, number of workers, procedures used, **CONTRACTOR** discrepancies and corrective measures, containment methods and construction, and amount of ACM removed.

7.1.1 Work Area Isolation

The **CONSULTANT** will monitor airborne fiber counts outside the Work Area. The purpose of this air monitoring will be to detect faults in the Work Area isolation including, but not limited to, contamination of the building outside of the Work Area with airborne asbestos fibers, failure of filtration or rupture in the ventilation system, or contamination of the exterior of the building with airborne asbestos fibers.

Should any of the above occur, the **CONTRACTOR** shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the **CONSULTANT**.

The **CONSULTANT** will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the integrity of Work Area isolation procedures that protect the balance of the building or outside of the building from contamination by airborne fibers.

7.1.2 Inside Work Area

Maintain an average airborne count in the Work Area of less than 0.1 fibers per cubic centimeter (f/cc) of air. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any Work shift or 8-hour period exceeds 0.1 f/cc, stop work, and leave ventilation system in operation. Do not recommence work until authorized by the **CONSULTANT**.

7.1.3 Outside Work Area

Maintain an average airborne count outside the Work Area of less than the Permissible Exposure Limit (PEL) of 0.1 f/cc of air.

If any air sample taken outside the Work Area exceeds the PEL, immediately stop work until the source of the elevated fiber readings can be determined by the **CONSULTANT**. Immediately take corrective as instructed by the **CONSULTANT**.

Decontaminate the affected area in accordance industry standard methods.

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



7.2 Analytical Methods

The following methods will be utilized at the discretion of the **CONSULTANT** in collecting and analyzing air samples:

Phase Contrast Microscopy (NIOSH 7400 Method, Issue 2, Revision 3, or OSHA Reference Method)

7.3 Sample Protocols

The number and volume of air samples taken by the **CONSULTANT** will be in general accordance with the following schedule. Sample quantities, locations, volumes, and methodologies may vary depending upon the analytical method, project layout, procedures used and at the discretion of the **CONSULTANT**.

7.3.1 Schedule of Samples for Full Negative-Pressure Containments

The **CONSULTANT** will generally take the following samples, as applicable. The number of samples may vary according to site plan and on authorization of **CONSULTANT**.

Location Sampled	Minimum # of Samples	Minimum Sample Volume	Analytical Method
Baseline Samples			
Each Work Area	3	1,250 L	PCM
Daily Samples			
Each Interior Work Area	1	500 L	PCM
Outside Each Interior Work Area/Inside Building	1	500 L	PCM
Decontamination Unit Clean Room	1	500 L	PCM
Output of Negative Pressure Ventilation System	1	500 L	PCM
Clearance Samples			
Each Interior Work Area	3 Section 3.8.2	1,250 Liters	PCM

When airborne fiber counts exceed baseline limits, additional samples will be taken (and classified as retests) as necessary to monitor fiber levels and confirm sources.

7.3.2 Schedule of Samples for Regulated Areas

Location Sampled	Minimum # of Samples	Minimum Sample Volume	Analytical Method
Exterior Regulated Area			
Upwind	2 Section 3.8.3	500 L	PCM
Downwind	2 Section 3.8.3	500 L	PCM

8.0 CONSULTANT'S INSPECTIONS

The **CONSULTANT**, in addition to providing air monitoring services, will provide full-time, on-site inspection of work activities. Work shall not proceed without prior notice to the **CONSULTANT** and presence of the **CONSULTANT** on the work site (requires 48 hours advance notice of work).

The **CONSULTANT** will conduct the following key Project inspections and no work by the **CONTRACTOR** will proceed beyond these points until all discrepancies noted during the inspection have been corrected.

The **CONSULTANT'S** inspections do not relieve the **CONTRACTOR** of Contract obligations and are not designed to locate all project discrepancies. The **CONTRACTOR** is responsible for project quality.

The following inspections are not necessarily single events. Failed inspections will be repeated, and time classified as retests and charged back to the **CONTRACTOR** in accordance with the project documents. Inspections will require 24 hours advance notice to the **CONSULTANT**.

8.1 Inspection of Work Area Prior to Start of Abatement

Removal operations shall not proceed until the **CONSULTANT** has completed inspection of the Work Area preparations and until all discrepancies noted have been corrected.

8.2 Second Key Inspection

Abatement or other regulated activities work shall not be conducted unless the **CONSULTANT** is on the project site. The **CONSULTANT** shall conduct daily inspection of the Work Area and work practices; upon discovery and report of a discrepancy the **CONTRACTOR** shall immediately stop work and correct the discrepancy.

8.3 Third Key Inspection

At the completion of abatement but prior to application of encapsulant, the **CONSULTANT** and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of the Work Area and removal surfaces. Neither encapsulation nor Work Area disassembly shall proceed until discrepancies noted have been corrected.

8.4 Fourth Key Inspection

After encapsulation and final clean-up of the Work Area, but prior to removal of Critical Barriers, the **CONSULTANT** will conduct a visual inspection. Neither clearance testing nor Work Area disassembly shall proceed until discrepancies noted have been corrected.

8.5 Final Key Inspection

After the **CONTRACTOR** has removed all barrier tape, drop-cloths, equipment, and supplies, the **CONSULTANT** and the **CONTRACTOR'S** on-site supervisor shall conduct a visual inspection of all areas

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



impacted by the **CONTRACTOR'S** operations. The **CONSULTANT** will provide a project "Punch List" of any items requiring correction or completion to the **CONTRACTOR'S** on-site supervisor. Punch List items shall be completed prior to **CONTRACTOR** demobilization or final departure from the project site.

9.0 PERSONAL MONITORING

The **CONTRACTOR** shall perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) and excursion limit fiber counts for types of respiratory protection provided. The **OWNER** will not be providing air monitoring services to meet these OSHA requirements. Note: Results of Personal Monitoring shall be submitted to the **CONSULTANT** within 72-hours of the time samples are obtained. A listing of all personal monitoring results obtained during the project shall be submitted to the **CONSULTANT** with the **CONTRACTOR** closeout submittals.

A handwritten signature in blue ink, appearing to read 'Richard Klenke III', is positioned above a horizontal line.

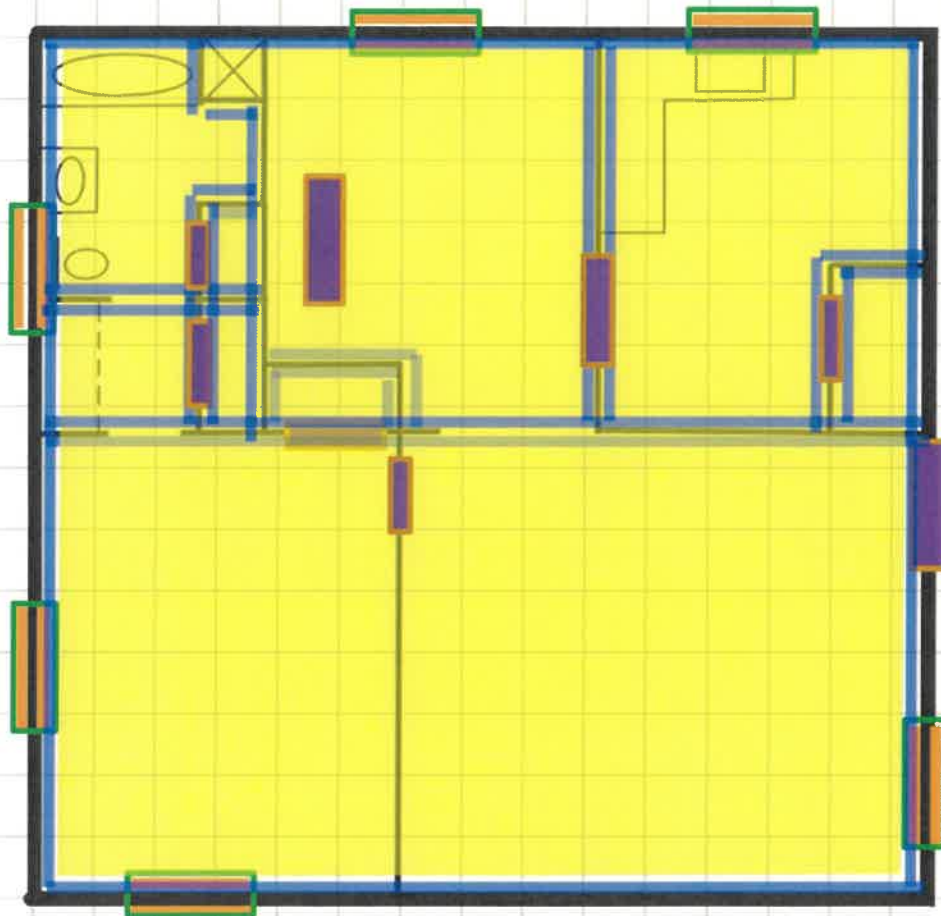
Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



**APPENDIX A
SPECIFICATION DRAWING(S)**



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	8-18-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 1
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

1



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 2
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

2



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK	Project No.	94247F87
Drawn by:	MM	Scale:	N.T.S.
Checked by:	RLB	File Name:	--
Approved by:	RLB	Date:	8-18-2025

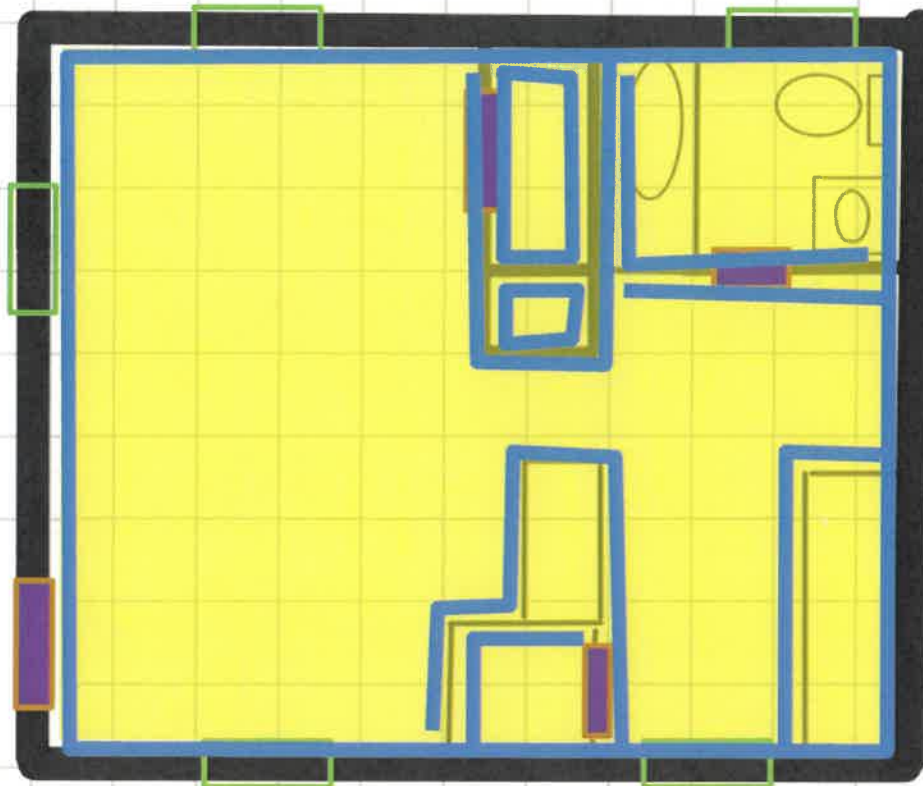

1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 3
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit

3



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



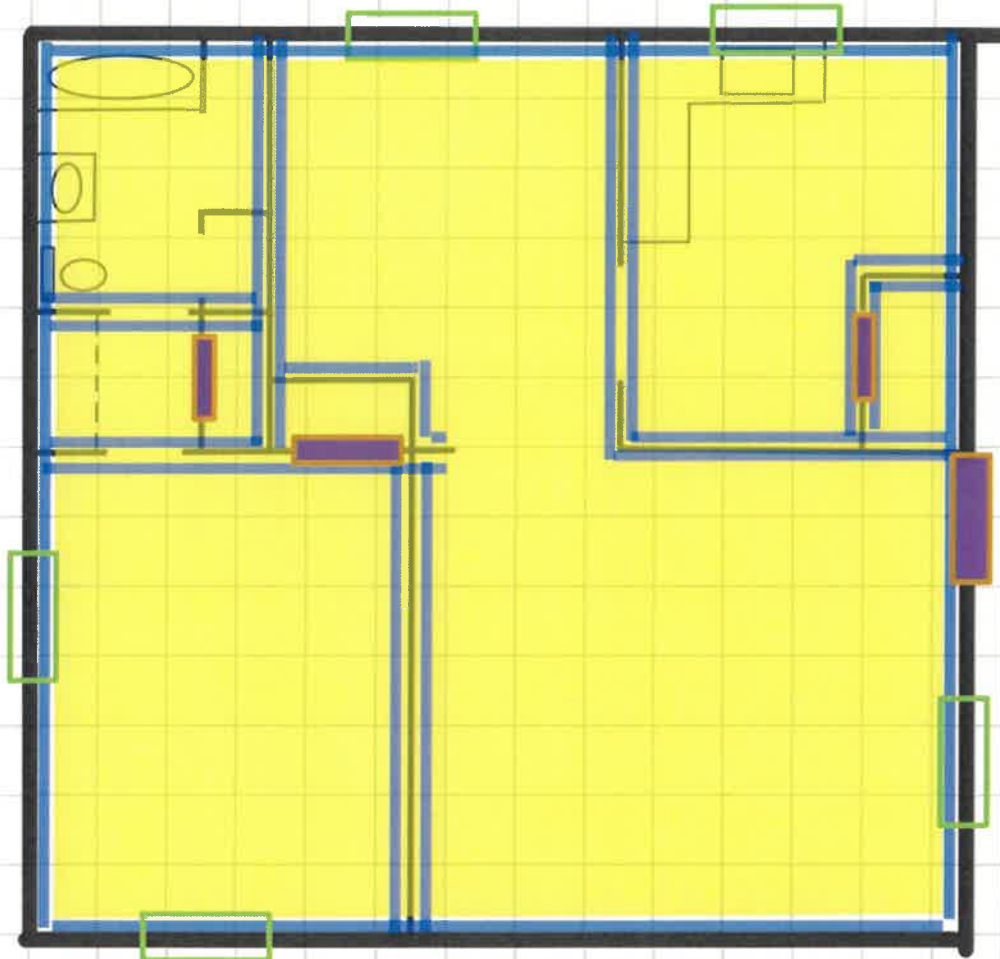
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 4
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

4



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



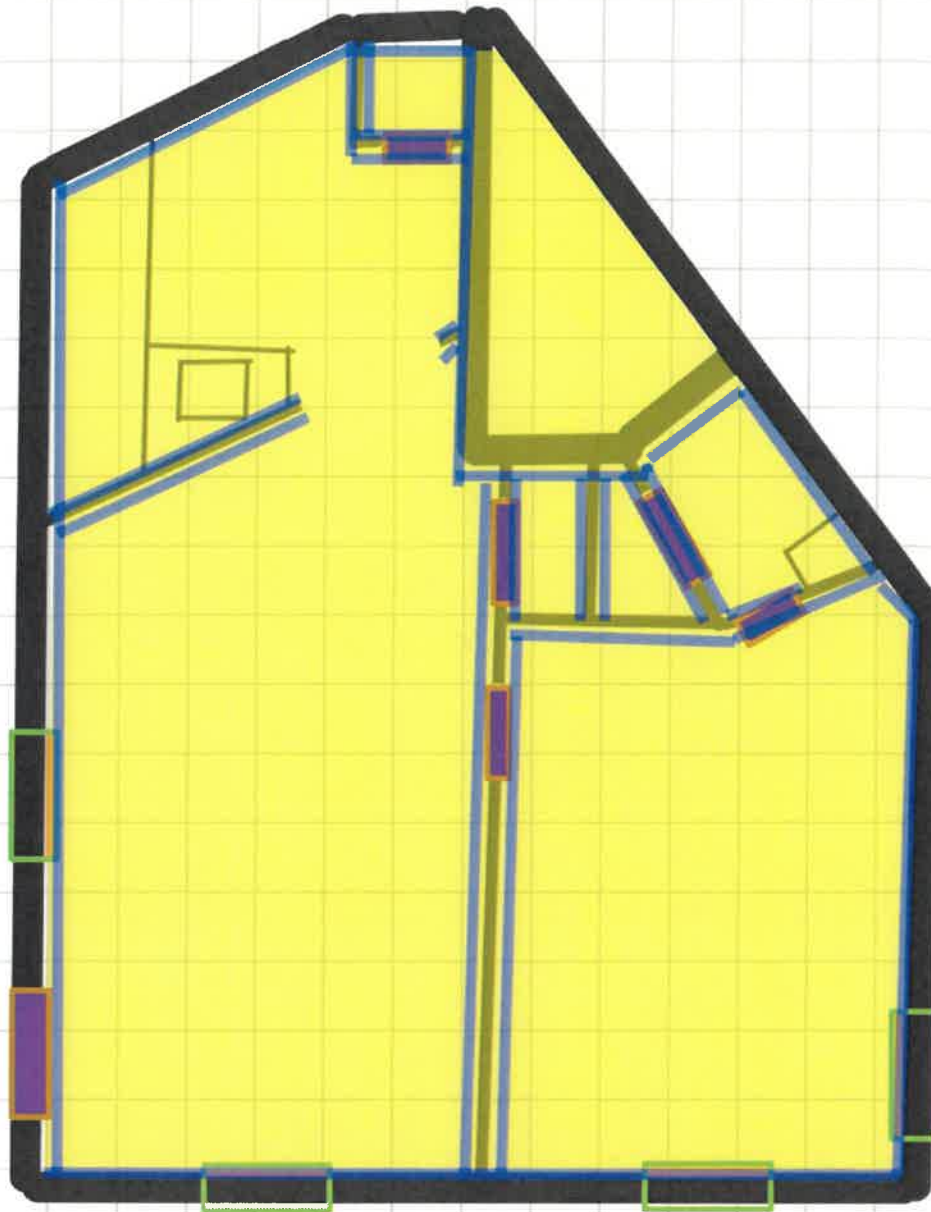
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 5
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

5



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK	Project No.	94247F87
Drawn by:	MM	Scale:	N.T.S.
Checked by:	RLB	File Name:	- -
Approved by:	RLB	Date:	8-18-2025



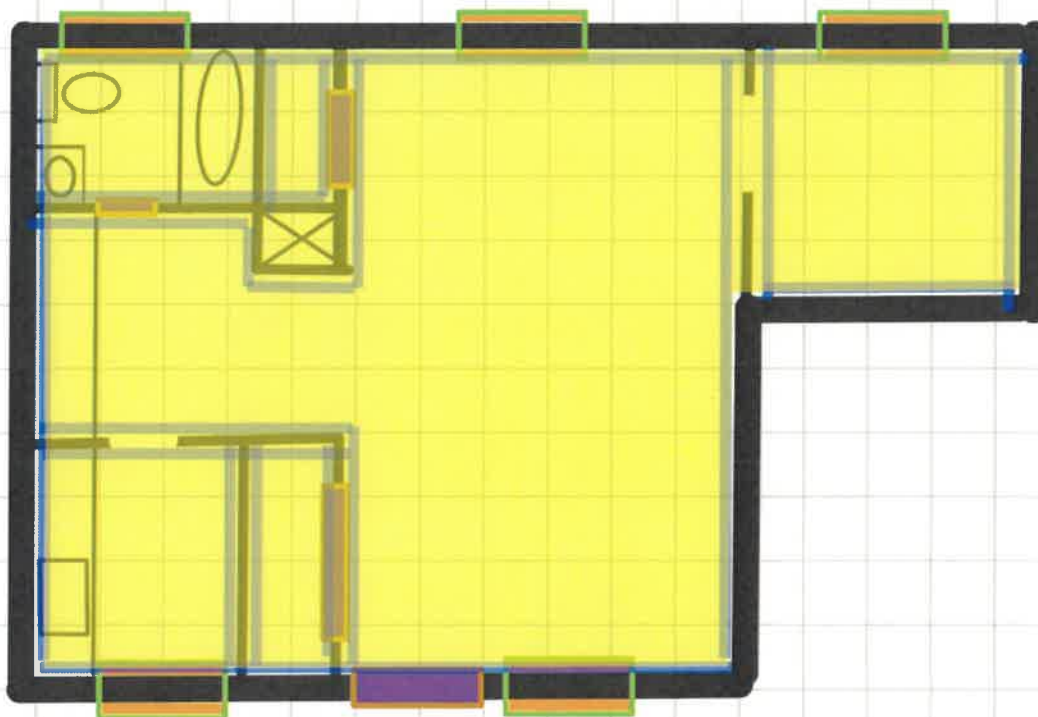
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 6
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

6



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



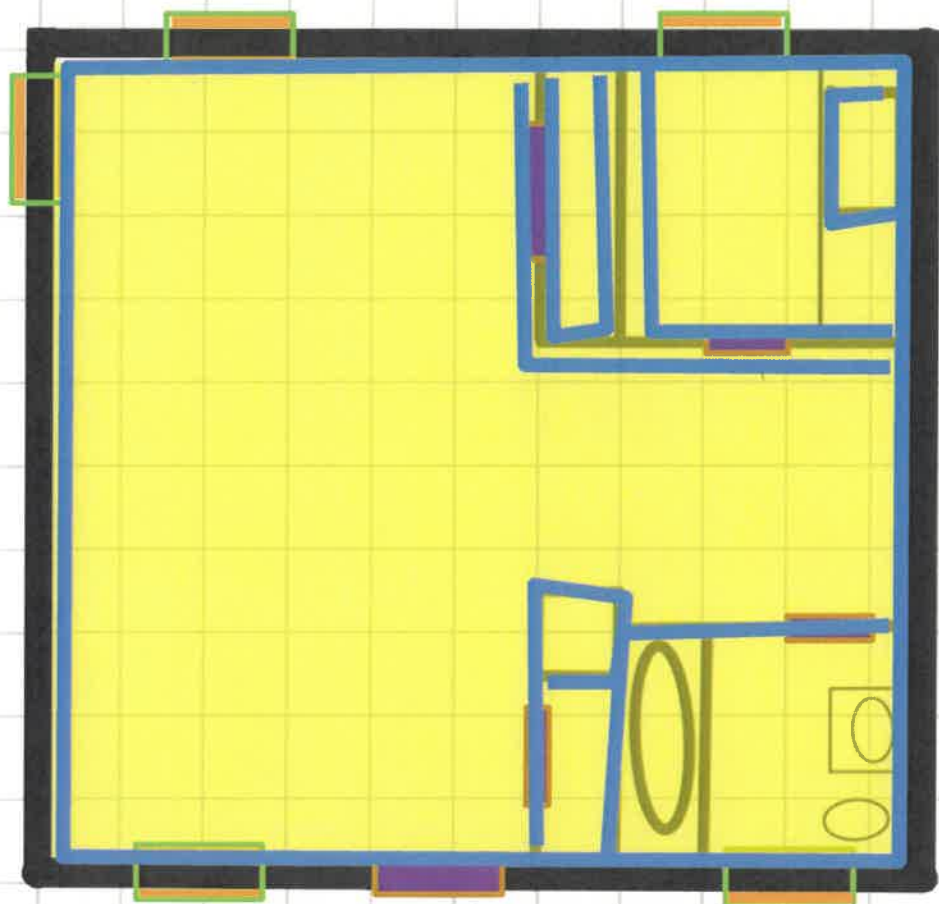
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 7
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

7



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	8-18-2025



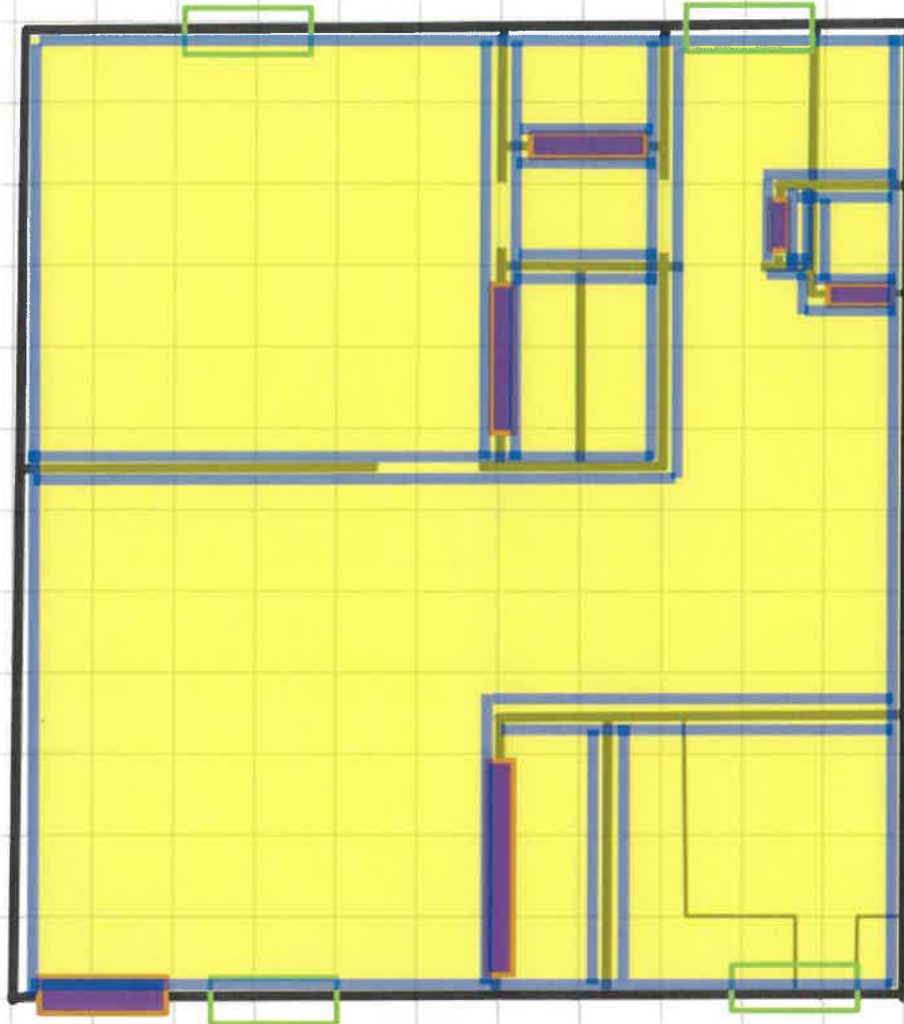
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 8
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

8



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



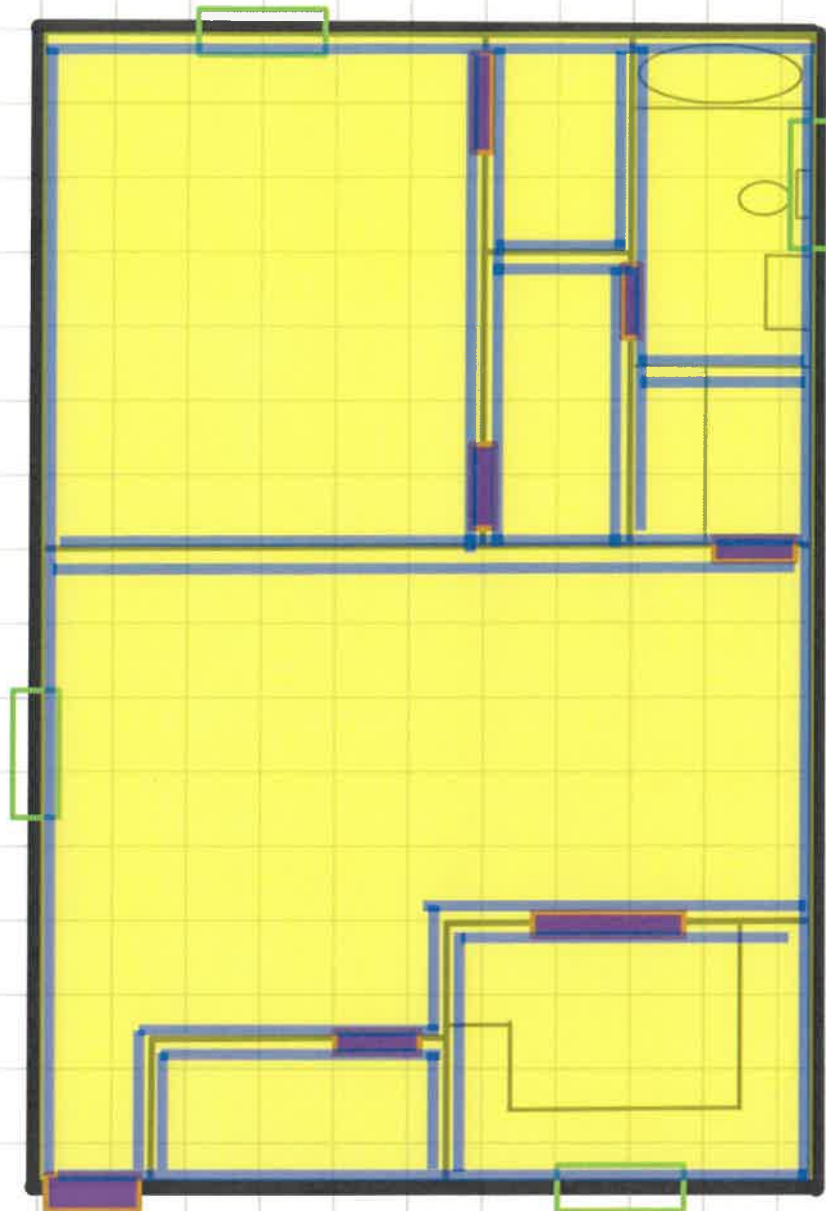
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 9
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

9



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB

Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	8-18-2025

Terracon

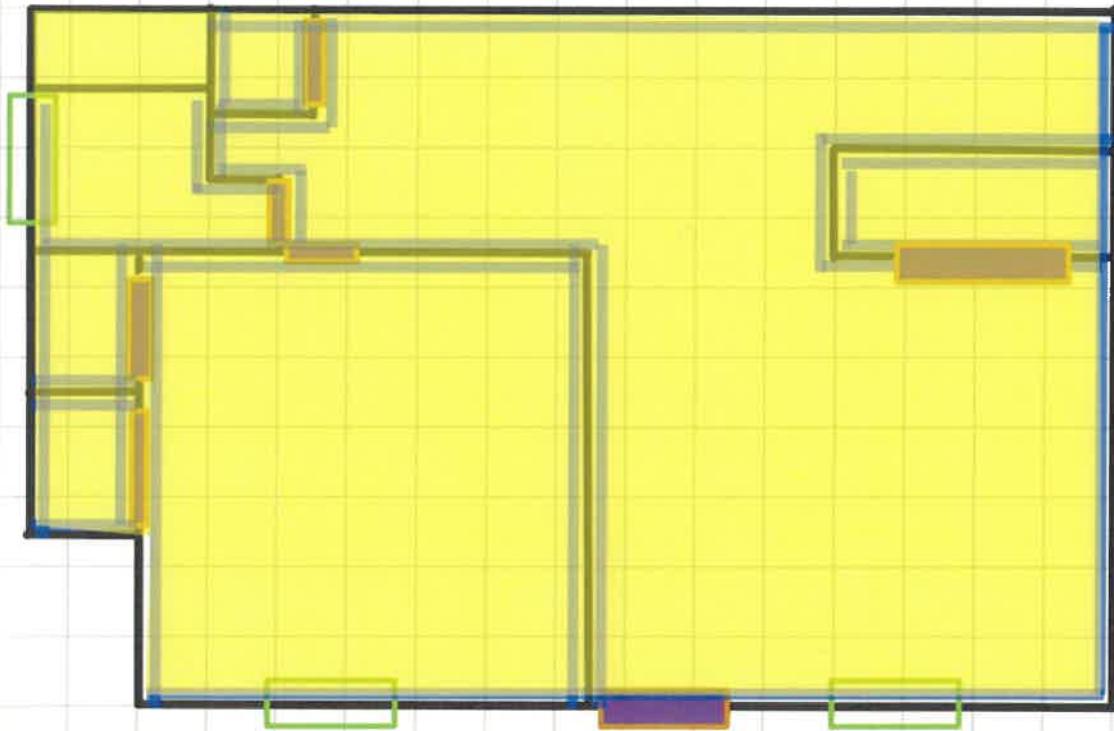
1801 Handley Ederville Road Fort Worth, Texas 76118
 PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 10
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit

10



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



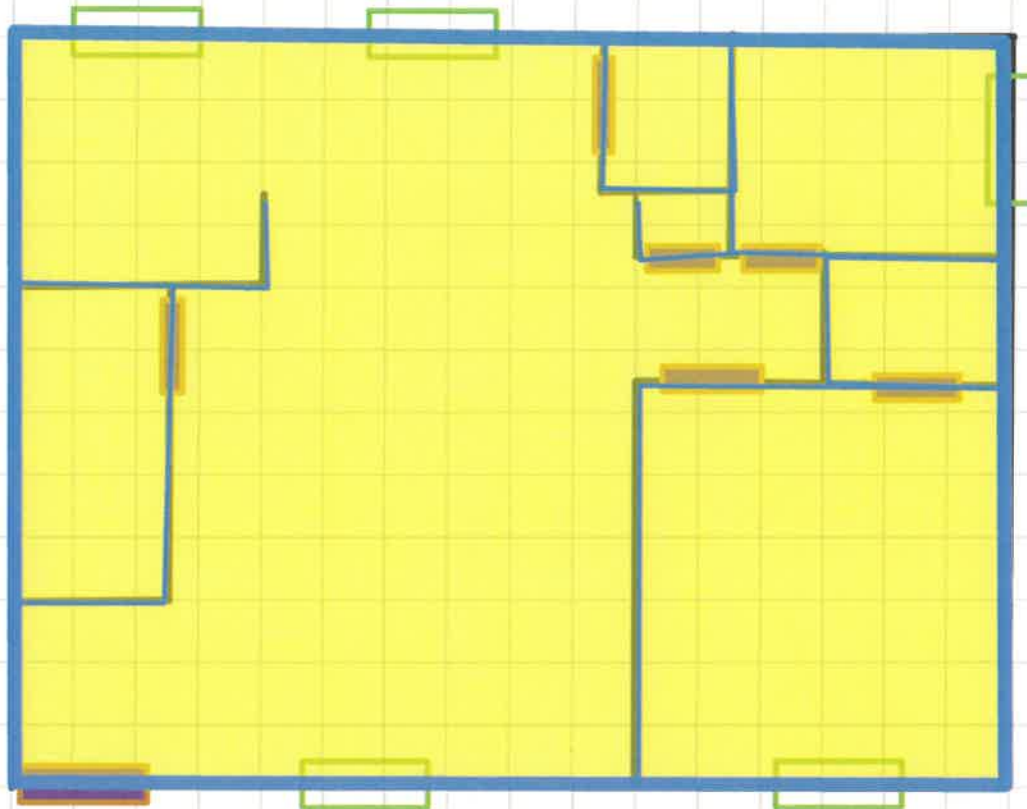
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 11
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

11



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	8-18-2025



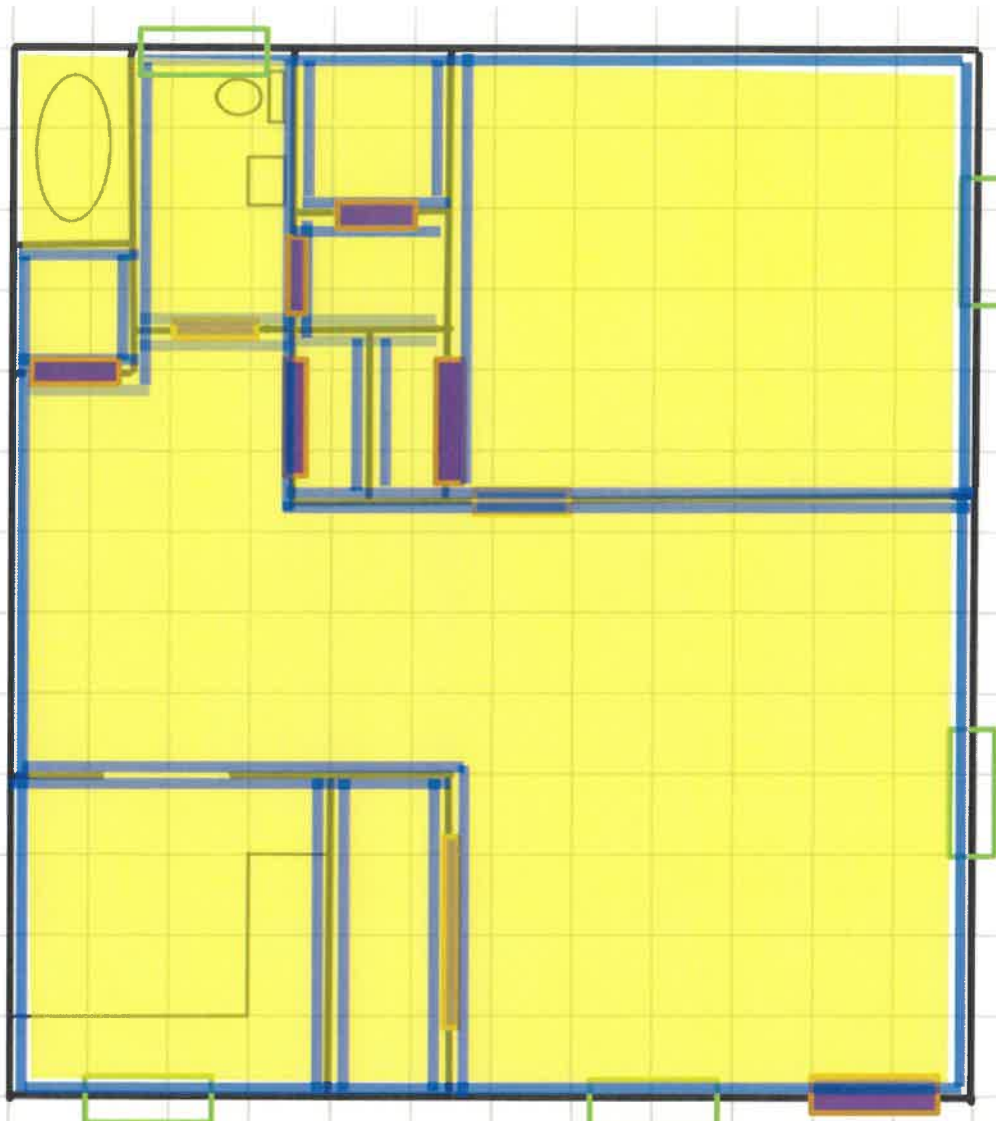
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 12
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

12



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK	Project No.	94247F87
Drawn by:	MM	Scale:	N.T.S.
Checked by:	RLB	File Name:	- -
Approved by:	RLB	Date:	8-18-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 14
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

13



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	8-18-2025



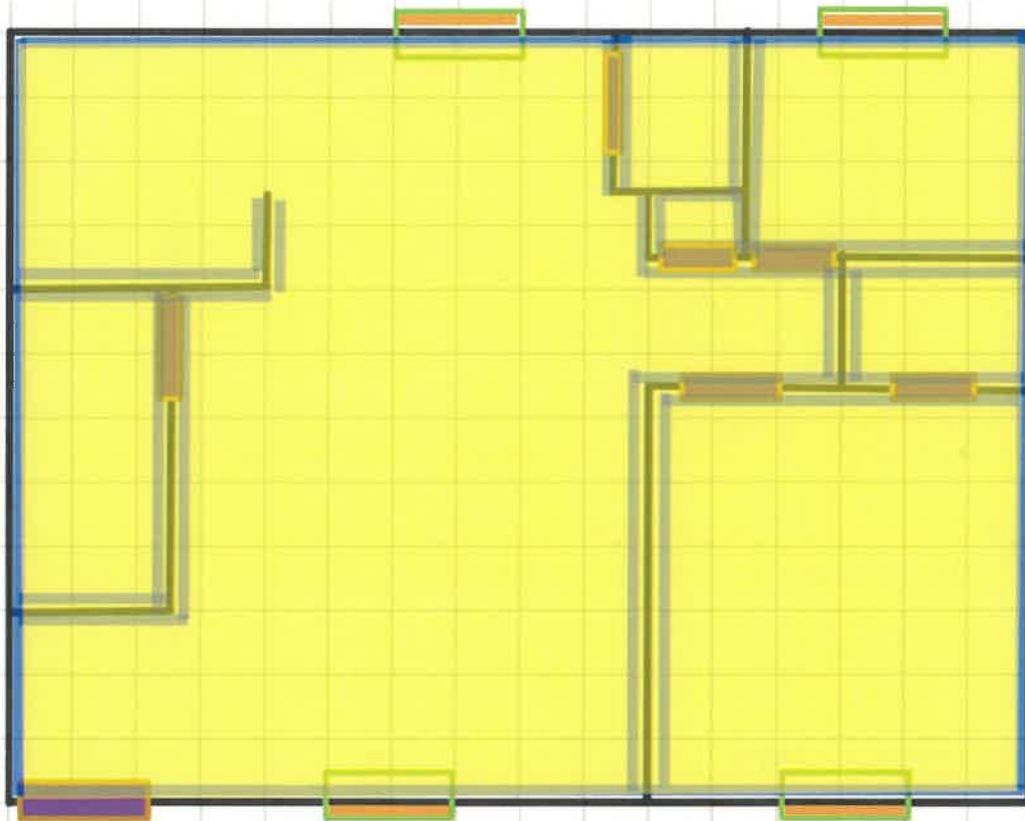
1801 Handley Edenville Road Fort Worth, Texas 76118
PH. (817) 265-8600 FAX. (817) 265-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 15
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

14



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK	Project No.	94247F87
Drawn by:	MM	Scale:	N.T.S.
Checked by:	RLB	File Name:	- -
Approved by:	RLB	Date:	8-18-2025



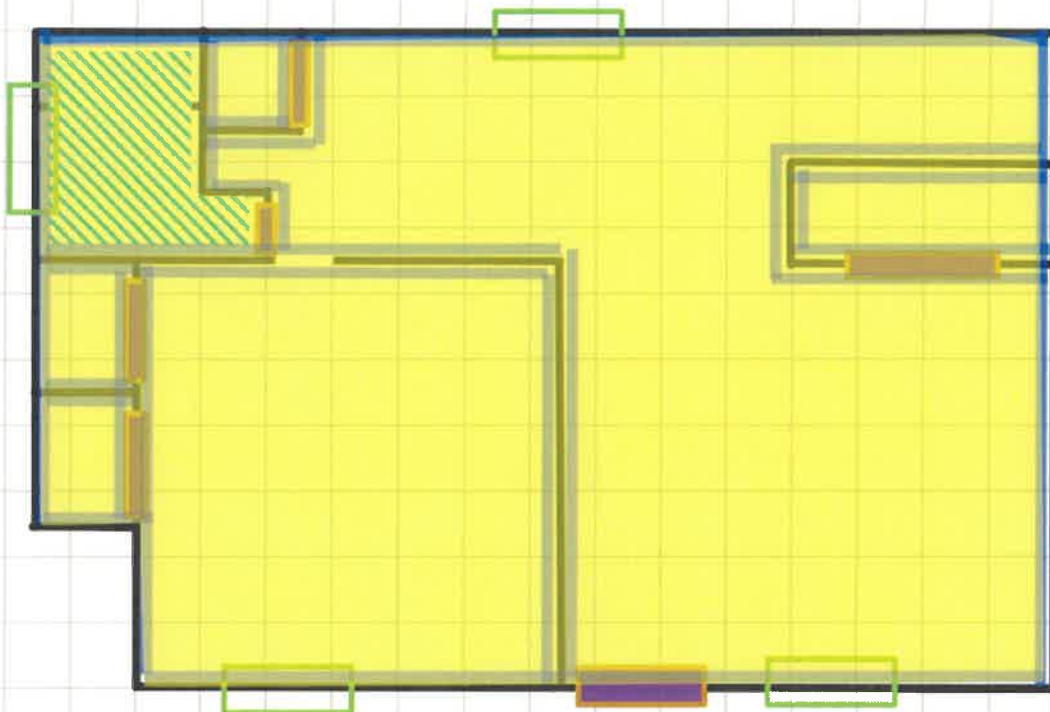
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 16
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

15



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK	Project No.	94247F87
Drawn by:	MM	Scale:	N.T.S.
Checked by:	RLB	File Name:	--
Approved by:	RLB	Date:	8-18-2025

Terracon

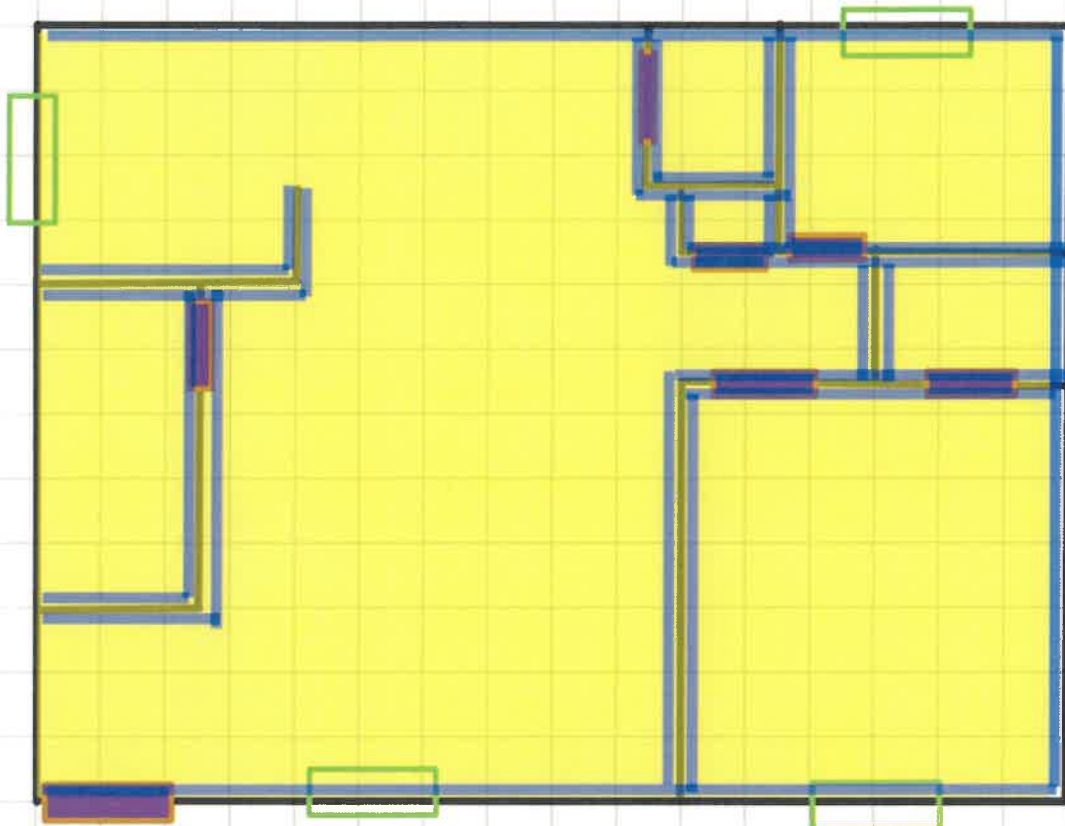
1801 Handley Ederville Road Fort Worth, Texas 76118
 PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 17
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit

16



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	--
Date:	04-11-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 18
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

17



LEGEND

-  = Ceramic Floor Tile w/ Thinset and Grout
-  = Interior / Exterior Window Frame Sealant
-  = Interior / Exterior Door Frame Sealant
-  = Interior / Exterior Window Glazing Compound
-  = Drywall Wall with Textured Finish
-  = Drywall Ceiling with Textured Finish



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	8-18-2025



1801 Handley Edenville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

MATERIAL LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 19
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

18

Scope of Work for Asbestos Abatement

Westside Court Apartments | Highland Park, Texas

April 11, 2025 (revised August 18, 2025) | Terracon Project No. 94257336



**APPENDIX B
ASBESTOS SURVEY REPORT**

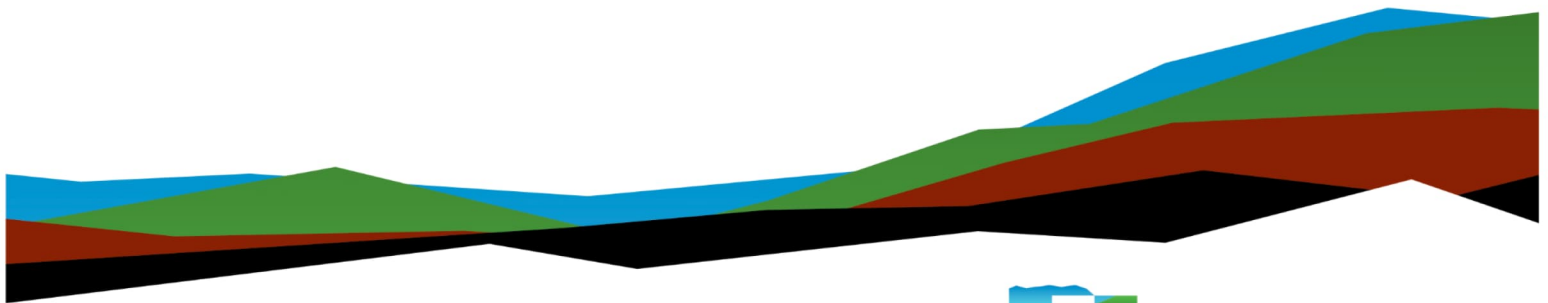
Asbestos Survey Report

Westside Court Apartments
5000 Holland Avenue
Highland Park, Texas 75205

February 25, 2025 | Project Number: 94247F87

Prepared for:

Town of Highland Park
4700 Drexel Drive
Dallas, TX 75205



1801 Handley Ederville Road
Fort Worth, Texas 76118
P (214) 268-8600
F (817) 268-8602



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials

SIGNATURE PAGE

Oriol Alonzo

Oriol Alonzo
Field Work
Asbestos Inspector
TDSHS License No. 60-4059

Michael Mendoza

Michael Mendoza
Field Work / Report Preparation
Asbestos Inspector
TDSHS License No. 60-0350

Tony Sanders

Tony Sanders
Field Work
Asbestos Inspector
TDSHS License No. 60-3491

Roger Beahm, Jr.

Roger Beahm, Jr., REM, Principal
Technical Review
Asbestos Consultant
TDSHS License No. 10-5675

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
1.1	Project Objective.....	1
1.2	Limitations	1
2.0	BUILDING AND SURVEY AREA DESCRIPTION	2
3.0	FIELD ACTIVITIES.....	2
3.1	Visual Assessment	2
3.2	Physical Assessment	2
3.3	Sample Collection	3
3.4	Sample Analysis	3
4.0	FINDINGS AND RECOMMENDATIONS	3
4.1	Findings	3
4.2	Recommendations	6
5.0	GENERAL COMMENTS	6

Appendices

Appendix A	Asbestos Survey Sample Summary
Appendix B	Drawings
Appendix C	Site Photographs
Appendix D	Regulatory Overview
Appendix E	Asbestos Laboratory Analytical Report
Appendix F	Licenses & Certifications

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted an asbestos survey of the Westside Court Apartments (Survey Area) as defined in Section 2.0 in general accordance with Terracon Proposal No. P94247F87 dated December 16, 2024, and the Agreement for Services dated January 13, 2025, authorized by Town of Highland Park (Client).

1.1 Project Objective

The objective of the asbestos survey was to identify the presence and location of accessible friable and nonfriable ACM present in the survey areas, collect samples, and report our findings. This survey was requested by the Client prior to demolition of the Survey Area as defined below.

1.2 Limitations

The scope of the survey was limited to the interior, exterior, and roof, at the request of Client. Destructive sampling was not conducted as indicated in Terracon's proposal.

The following areas and/or materials were inaccessible during our inspection:

- Areas above hard ceilings
- Crawl space
- Mechanical chases

Ceiling Systems - Terracon was not able to assess areas above the hard ceiling systems and did not observe additional suspect ACM, except where noted in this report. The potential exists for additional suspect ACM or quantities of ACM to be present above ceiling systems.

Floor Coverings - Terracon lifted floor coverings in several areas in the building, where feasible, but did not observe additional floor coverings or layers, except where noted in this report. However, as Terracon could not assess beneath all floor coverings in all areas, there may be isolated areas of additional suspect asbestos-containing material present beneath existing coverings.

Mirrors - Terracon observed mirrors that were mechanically attached to walls, however if adhesive mastic is encountered during demolition, Terracon recommends this material be sampled prior to any disturbance of the material.

Ceramic Tile Systems - Terracon observed ceramic tiles in the Survey Areas which appeared to be affixed with grout and thinset/mastic. Terracon was able to access this material by

forcibly removing the ceramic tile and exposing the grout and thinset/mastic. However, as Terracon could not assess beneath all ceramic floor/wall coverings in all areas, there may be isolated areas of additional suspect asbestos-containing material present beneath existing ceramic tile coverings.

2.0 BUILDING AND SURVEY AREA DESCRIPTION

General Building Information	
Survey Area	The survey area included interior/exterior/roof areas, as applicable, of eighteen apartment units.
Structure Type	Multifamily Housing.
Typical Interior Walls	Textured drywall with joint compound and ceramic wall tile on drywall.
Typical Interior Ceilings	Textured drywall and drywall/joint compound.
Typical Interior Floors	Luxury vinyl tile and ceramic tile on wood flooring (2 nd floor) and concrete substrate (1 st floor).
Additional Information	Spray-on fireproofing was not observed.

3.0 FIELD ACTIVITIES

Terracon conducted the asbestos survey in general accordance with protocols established in EPA regulation 40 CFR 763 the Asbestos Hazard Emergency Response Act (AHERA), EPA regulation 40 CFR 61 the National Emission Standard for Hazardous Air Pollutants (NESHAP), and the Texas Department of State Health Services (DSHS) regulations promulgated under the Texas Asbestos Health Protection Rules (TAHPR). The following sections present a summary of our survey activities.

3.1 Visual Assessment

Our survey activities began with visual observation in the survey area(s) to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color, texture, and date of application. Building materials identified as glass, wood, masonry, metal, or rubber were not considered suspect ACM. The assessment was conducted throughout visually accessible portions of the survey area(s).

3.2 Physical Assessment

Terracon conducted a physical assessment of each identified HA of suspect ACM to assess the friability and condition of the materials. EPA defines a friable material as a material which, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Terracon assessed friability by physically touching suspect ACM.

3.3 Sample Collection

Based on the results of the visual observation, Terracon collected random bulk samples from each identified HA of suspect ACM observed in general accordance with AHERA sampling protocols. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using indelible ink.

3.4 Sample Analysis

Terracon delivered bulk samples under chain of custody to a laboratory that is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques per EPA Method 600/R-93/116. The percentage of asbestos where applicable was determined by microscopic visual estimation.

4.0 FINDINGS AND RECOMMENDATIONS

4.1 Findings

Terracon conducted the asbestos survey on January 22, 23, and 30, 2025 and collected 249 bulk samples from 40 HAs of suspect ACM. The following personnel participated in the field work during the survey:

- Mr. Oriol Alonzo an EPA accredited Asbestos Inspector (No. 60-4059)
- Mr. Tony Sanders an EPA accredited Asbestos Inspector (No. 60-3491)
- Mr. Michael Mendoza an EPA accredited Asbestos Inspector (No. 60-0350)

A summary of samples collected is presented in Appendix A. Drawings are provided in Appendix B. Site Photographs are presented in Appendix C. The Regulatory Overview is provided in Appendix D. The Asbestos Laboratory Analytical Report is included in Appendix E. Licenses and Certifications are provided in Appendix F.

Terracon's findings are based upon laboratory results and field observations:

Materials Reported to Contain Asbestos

Sample ID	Material	Material Location	Asbestos Content	Friability	Assessed Condition	Estimated Quantity
18, 19, 20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset	Bathroom in Unit 17	2% Chrysotile	Category II Nonfriable	Damaged	302 SF
97, 98, 99, 100	Window Glazing Compound (interior, grey/white)	Units 1, 6, 7, and 8	2% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	135 SF
121, 122, 123, 124, 125, 126	Window Glazing Compound (white/grey)	Units 1, 7, 8, 15, 16, and 19	3% Chrysotile	Category II Nonfriable	Damaged	155 SF
130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144	Window Frame Sealant (exterior, white/grey)	Units 1, 3, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19	3% Chrysotile 5% Chrysotile	Category II Nonfriable	Damaged	178 SF
145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162	Window Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	5% Chrysotile 3% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	213 SF
163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180	Door Frame Sealant (exterior, white/grey)	Units 1-12 and 14-19	3% Chrysotile 2% Chrysotile	Category II Nonfriable	Damaged	109 SF

Materials Reported to Contain Asbestos

Sample ID	Material	Material Location	Asbestos Content	Friability	Assessed Condition	Estimated Quantity
181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198	Door Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	2% Chrysotile	Category II Nonfriable	Damaged	109 SF
199, 200, 201, 202, 203	Finished Drywall w/Texture (orange peel) Wall	Units 3, 5, 11, 14, and 16 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	18,216 SF
204, 205, 206, 207, 208	Finished Drywall w/Texture (orange peel) Ceiling	Units 2, 3, 4, 5, and 14 at Interior Ceilings	2% Chrysotile	Friable	Good	12,608 SF
209, 210, 211, 212	Finished Drywall w/Texture (semi smooth) Wall	Units 1, 7, 17, and 19 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	15,468 SF
213, 214, 215, 216	Finished Drywall w/Texture (semi smooth) Ceiling	Units 1, 8, 10, and 19 at Interior Ceilings	2% Chrysotile	Friable	Good	6,308 SF
217, 218, 219	Finished Drywall w/Texture (wavy) Wall	Unit 6 at Interior Wall	2% Chrysotile	Friable	Significantly Damaged	2,268 SF
220, 221, 222	Finished Drywall w/Texture (wavy) Ceiling	Unit 6	2% Chrysotile	Friable	Good	656 SF
223, 224, 225	Finished Drywall w/Texture (sandy) Wall	Unit 9, 10, and 15 at Interior Walls	2% Chrysotile	Friable	Significantly Damaged	6,584 SF
227, 228, 229	Finished Drywall w/Texture (sandy) Ceiling	Unit 9, 10, and 15 at Interior Ceilings	2% Chrysotile	Friable	Good	2,648 SF
230, 231, 232	Finished Drywall w/Texture (crow's foot) Wall	Unit 18 at Interior Wall	2% Chrysotile	Friable	Significantly Damaged	2,258 SF
233, 234, 235	Finished Drywall w/Texture (crow's foot)	Unit 18 at Interior Ceiling	2% Chrysotile	Friable	Significantly Damaged	768 SF

4.2 Recommendations

Based upon our findings, Terracon makes the following recommendations (refer to the Regulatory Overview in Appendix D for additional information):

1. Abatement of interior ACM that will be disturbed must be performed by a State of Texas licensed asbestos contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be performed during the abatement by a licensed asbestos consultant.
2. It is important to note that the NESHAP requires written notification be submitted before beginning renovation projects that include the disturbance of certain quantities of ACM in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the EPA or the state/local governing agency at least 10 working days prior to the commencement of asbestos abatement or demolition activities. These activities must be performed in accordance with the current EPA and OSHA guidelines.

5.0 GENERAL COMMENTS

Terracon conducted this asbestos survey in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our inspection. The information contained in this report is relevant to the dates on which this inspection was performed and should not be relied upon to represent conditions later.

This report has been prepared on behalf of and exclusively for use by Client for specific application to their project. This report is not a bidding document. Contractors, consultants, or others reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

APPENDIX A

ASBESTOS SURVEY SAMPLE SUMMARY

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13	Ceramic Wall Tile (multi-size) with Grout & Thinset	Bathrooms in Units 2, 3, 4, 5, 6, 9, 10, 11, 12, 14, 15, 16, and 18	No
14, 15, 16, 17	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset	Bathrooms in Units 1, 7, 8, and 17	No
18, 19, 20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset	Bathroom in Unit 17	2% Chrysotile
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38	Luxury Vinyl Tile (wood) With Mastic on Subfloor (various)	Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19	No
39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56	Paint (white) Coat & Brick & Mortar	Units 1–12 and 14-19	No
57, 58, 59	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout	Unit 17	No
60, 61, 62	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown)	Units 18 and 19	No
63, 64, 65	Glass Tile (grey, multi-size) w/Bedding (white) & Grout (grey)	Units 18 and 19	No
66, 67, 68	Glass Tile (blue, multi-size) w/Bedding & Grout (white)	Units 9 & 10	No
69, 70, 71	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey)	Unit 7	No
72, 73, 74	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white)	Unit 1	No
75, 76, 77	Wood Laminate Countertop Mastic (black)	Unit 15	No
78, 79, 80	Wood Base Adhesive (tan)	Unit 15	No
81, 82, 83	Sink Undercoating (white/grey)	Units 1, 7, and 15	No
84, 85, 86, 87, 88	Sink Undercoating (grey)	Units 2, 6, 9, 10, and 19	No

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
89, 90, 91, 92, 93, 94, 95, 96	Sink Undercoating (black)	Units 3, 4, 5, 8, 11, 12, 14, and 16	No
97, 98, 99, 100	Window Glazing Compound (interior, grey/white)	Units 1, 6, 7, and 8	2% Chrysotile 2% Chrysotile
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113., 114, 115, 116, 117	Fixture Caulk	Units 1-12 and 14-18	No
118, 119, 120	Shower Caulk	Units 10, 11, and 12	No
121, 122, 123, 124, 125, 126	Window Glazing Compound (white/grey)	Units 1, 7, 8, 15, 16, and 19	3% Chrysotile
127, 128, 129	Window Glazing Compound (white/sticky)	Units 17 and 18	No
130, 131, 132,133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144	Window Frame Sealant (exterior, white/grey)	Units 1, 3, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19	3% Chrysotile 5% Chrysotile
145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162	Window Frame Sealant (Interior, white/grey)	Units 1-12 and 14-19	5% Chrysotile 3% Chrysotile 2% Chrysotile

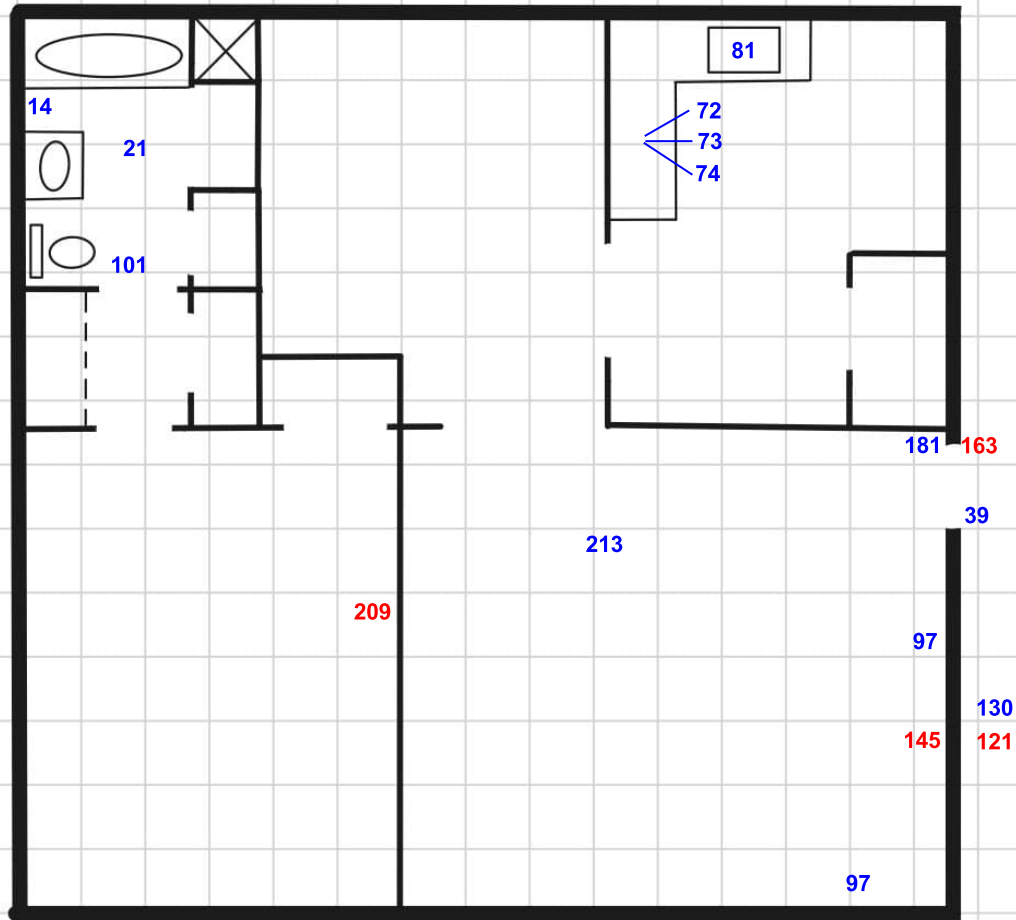
APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180	Door Frame Sealant (exterior, white/grey)	Units 1-12 and 14-19	3% Chrysotile 2% Chrysotile
181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198	Door Frame Sealant (interior, white/grey)	Units 1-12 and 14-19	2% Chrysotile
199, 200, 201, 202, 203	Finished Drywall w/Texture (orange peel) Wall	Units 3, 5, 11, 14, and 16 at Interior Walls	2% Chrysotile
204, 205, 206, 207, 208	Finished Drywall w/Texture (orange peel) Ceiling	Units 2, 3, 4, 5, and 14 at Interior Ceilings	2% Chrysotile
209, 210, 211, 212	Finished Drywall w/Texture (semi smooth) Wall	Units 1, 7, 17, and 19 at Interior Walls	2% Chrysotile
213, 214, 215, 216	Finished Drywall w/Texture (semi smooth) Ceiling	Units 1, 8, 10, and 19 at Interior Ceilings	2% Chrysotile
217, 218, 219	Finished Drywall w/Texture (wavy) Wall	Unit 6 at Interior Wall	2% Chrysotile
220, 221, 222	Finished Drywall w/Texture (wavy) Ceiling	Unit 6	2% Chrysotile
223, 224, 225	Finished Drywall w/Texture (sandy) Wall	Unit 9, 10, and 15 at Interior Walls	2% Chrysotile
226 Not used	N/A	N/A	N/A
227, 228, 229	Finished Drywall w/Texture (sandy) Ceiling	Unit 9, 10, and 15 at Interior Ceilings	2% Chrysotile
230, 231, 232	Finished Drywall w/Texture (crow's foot) Wall	Unit 18 at Interior Wall	2% Chrysotile
233, 234, 235	Finished Drywall w/Texture (crow's foot) Ceiling -	Unit 18 at Interior Ceiling	2% Chrysotile

APPENDIX A - ASBESTOS SURVEY SAMPLE SUMMARY

Sample ID	Material	Material Location	Asbestos Containing
236, 237, 238	Finished Drywall w/Texture (semi smooth)	Laundry Room in Garage	No
239, 240, 241	Ceramic Floor Tile (multi-size) w/Bedding (grey) & Grout (grey)	Laundry Room Floor in Garage	No
242, 243, 244	Pipe Insulation Wrap (silver, black, brown)	Garage, Laundry Room, Mechanical Room	No
245, 246, 247	Concrete Column Texture	Garage, Laundry Room, and Mechanical Room	No
248, 249, 250	Roof Shingle (black, gravel) & Tar Paper (black)	Roof, South, North and East Ends	No

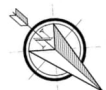
APPENDIX B DRAWINGS



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

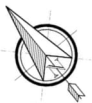
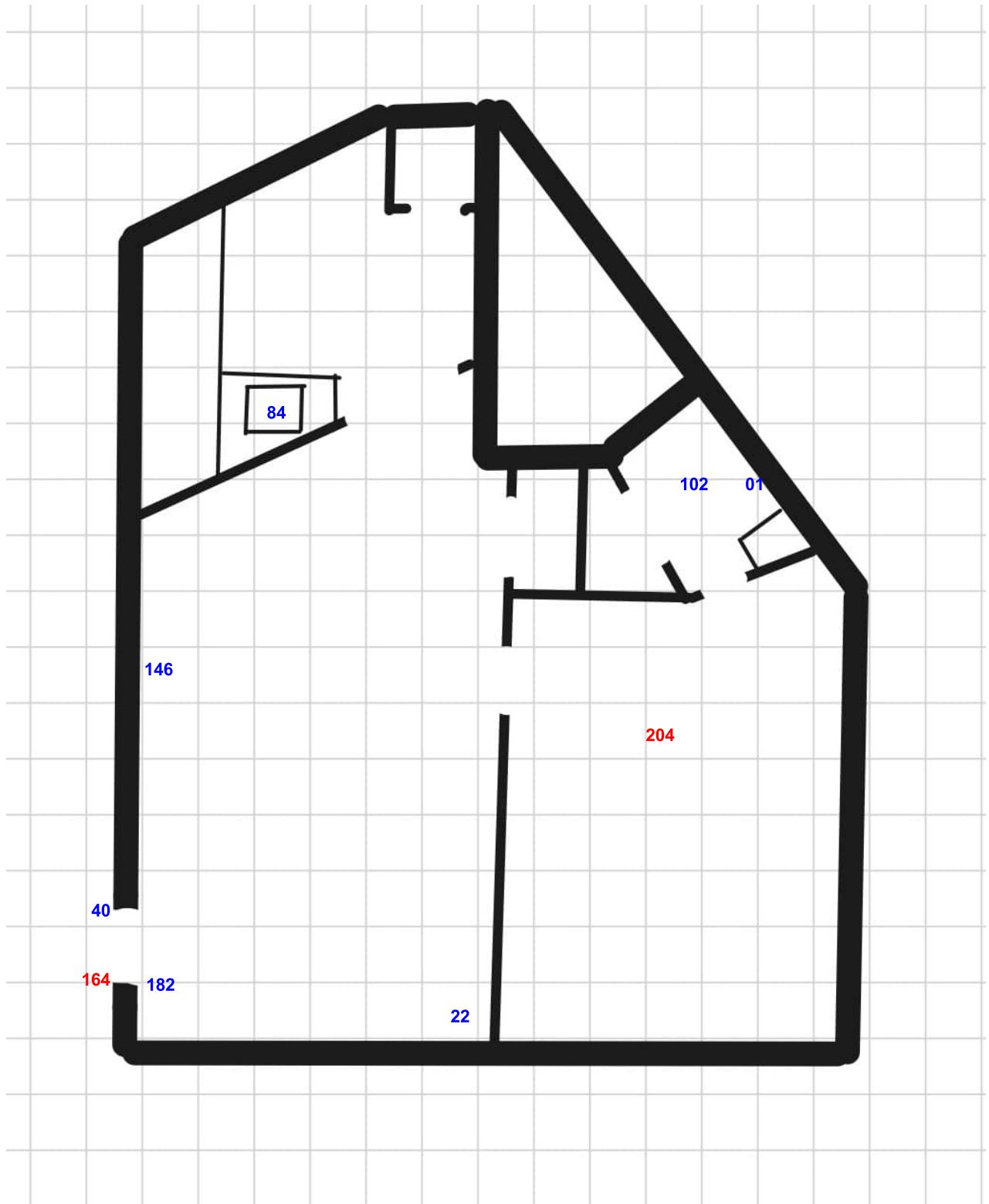


Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



SAMPLE LOCATION DRAWING
WESTSIDE COURT APARTMENTS - UNIT 1
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit
1



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

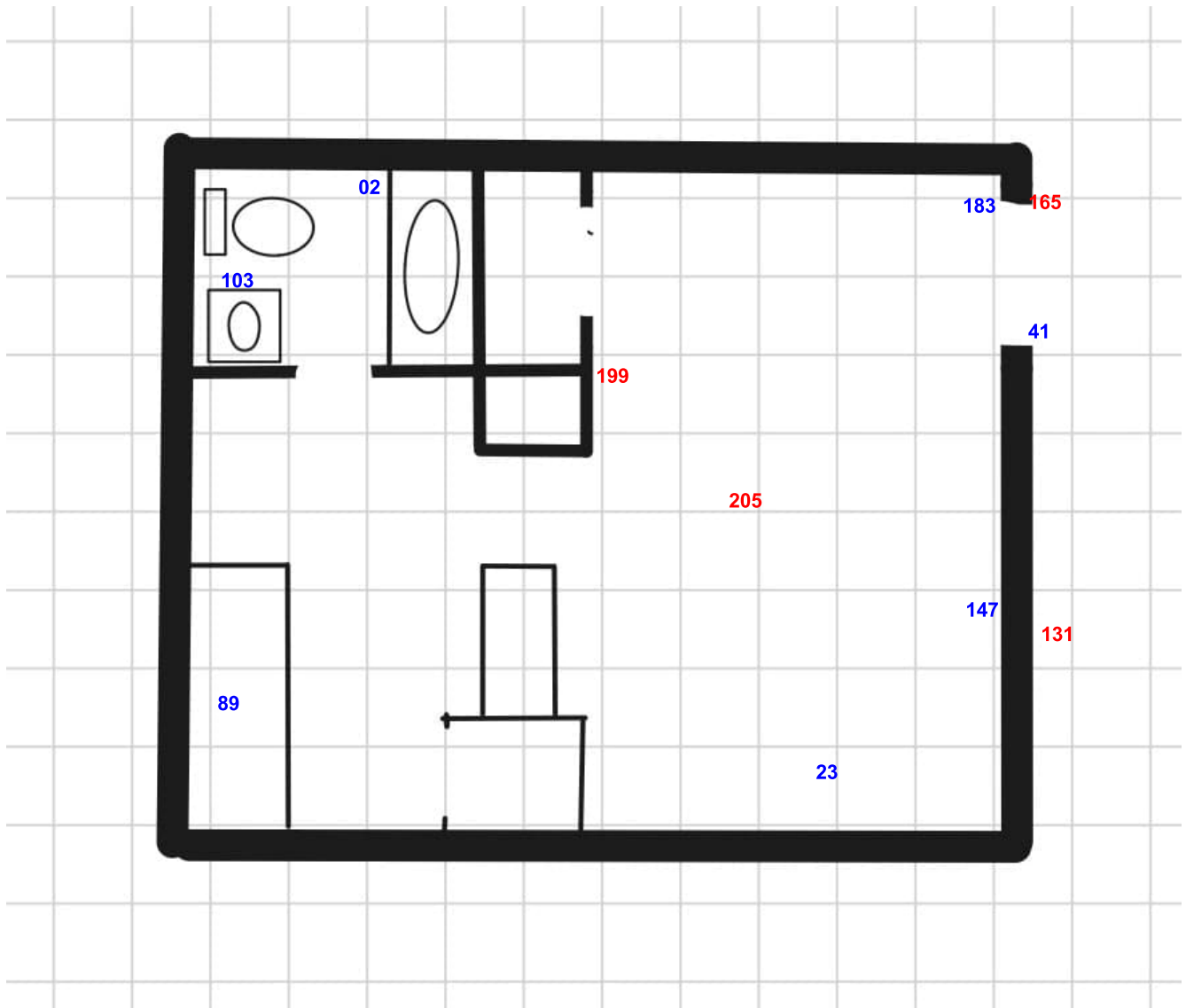
= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



SAMPLE LOCATION DRAWING
WESTSIDE COURT APARTMENTS - UNIT 2
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit
2



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

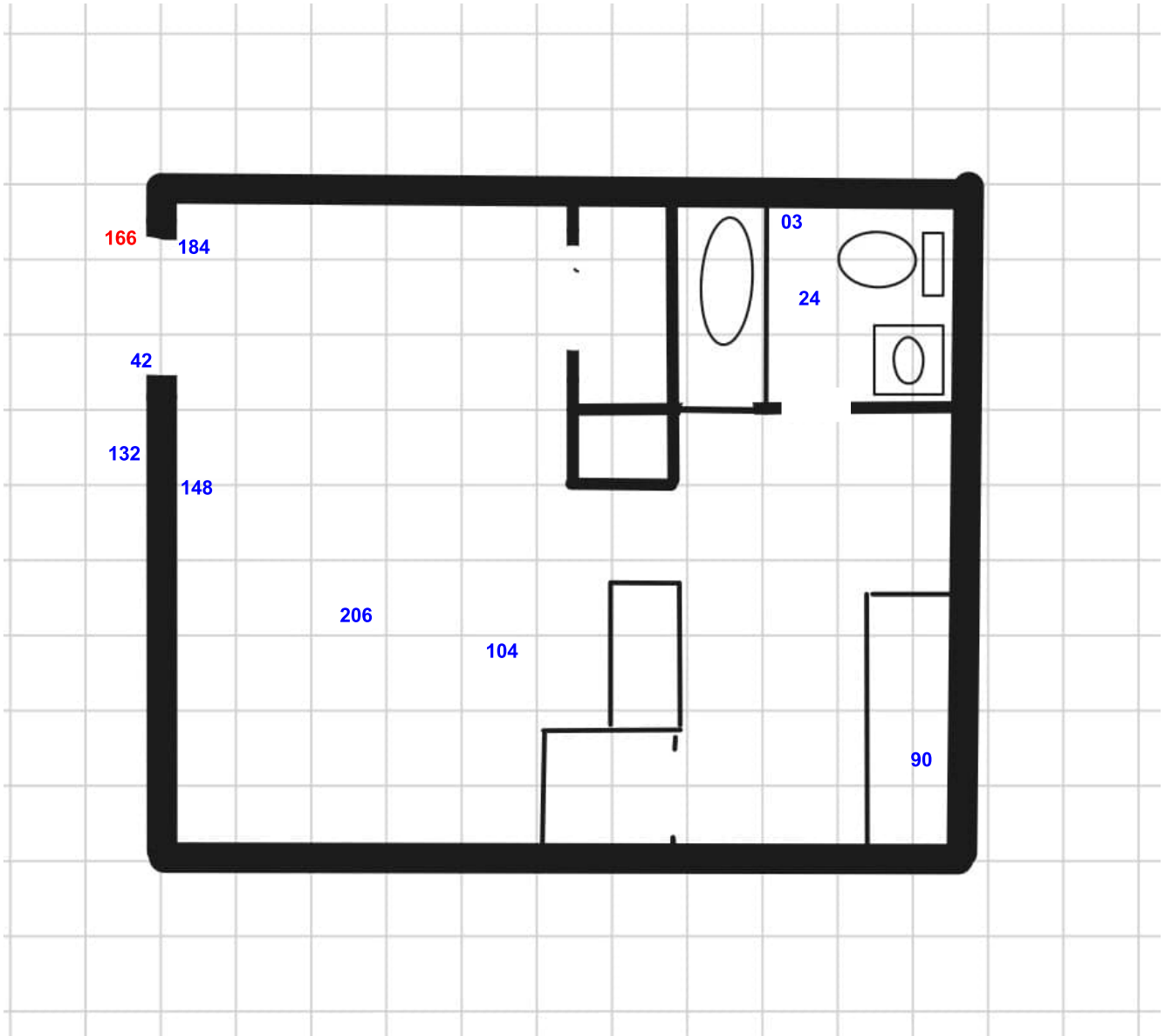


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 3
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

3



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

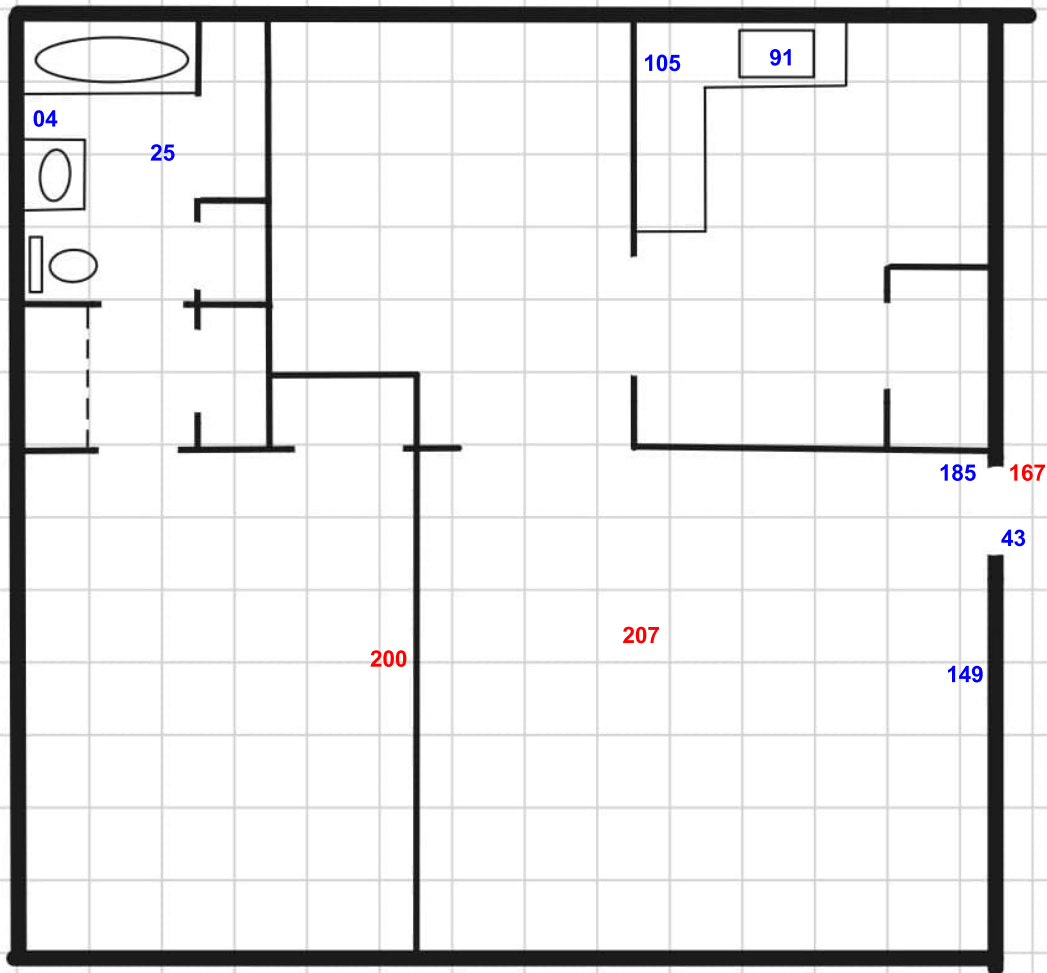


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 4
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

4



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

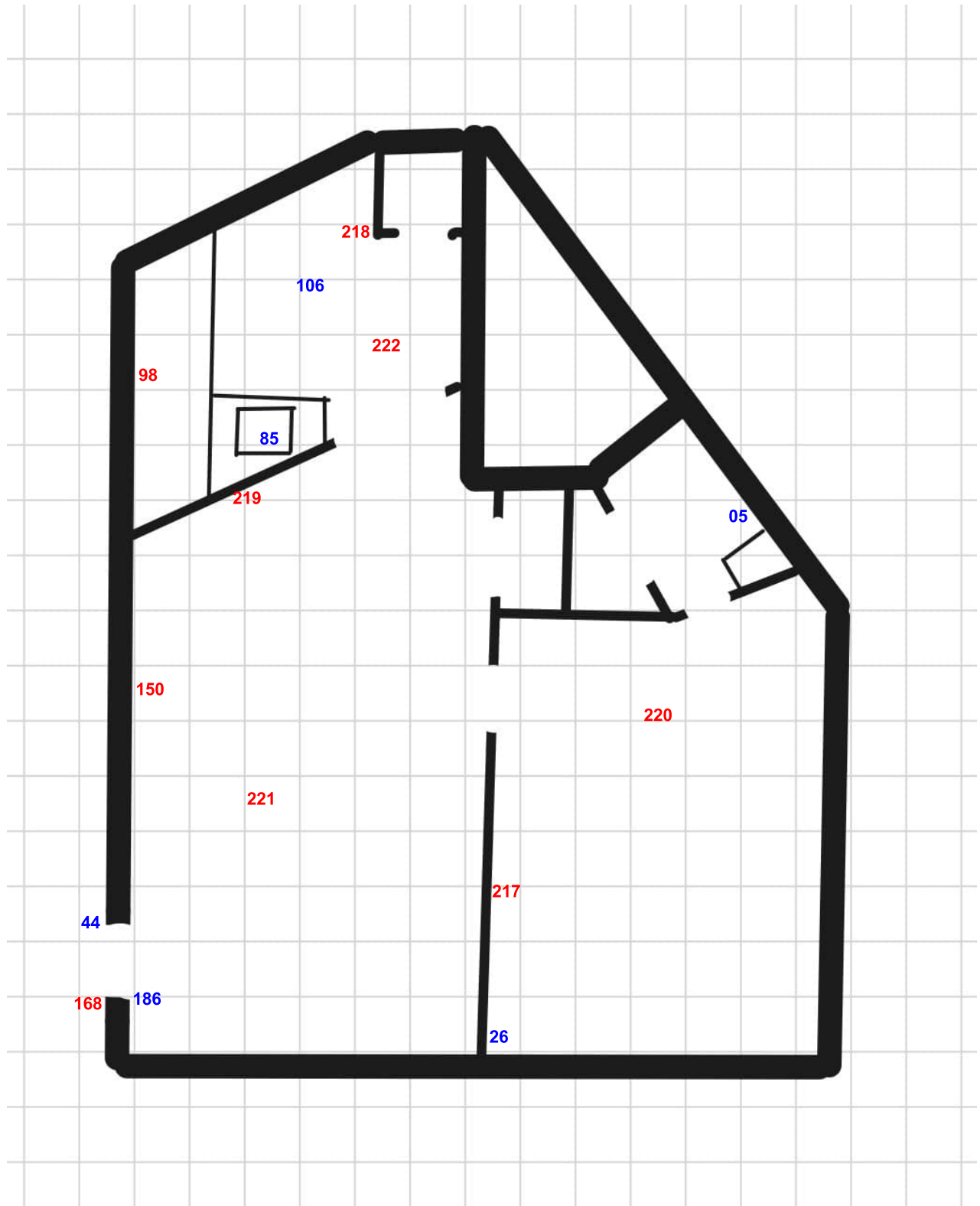


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 5
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

5



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



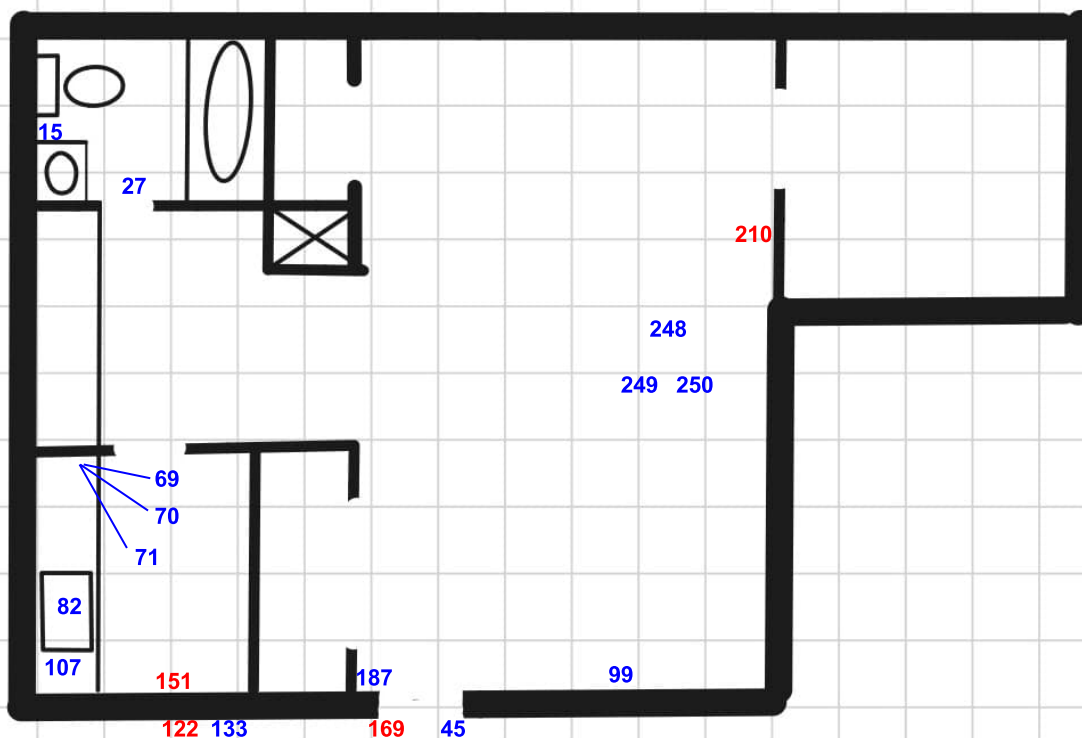
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 6
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

6



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

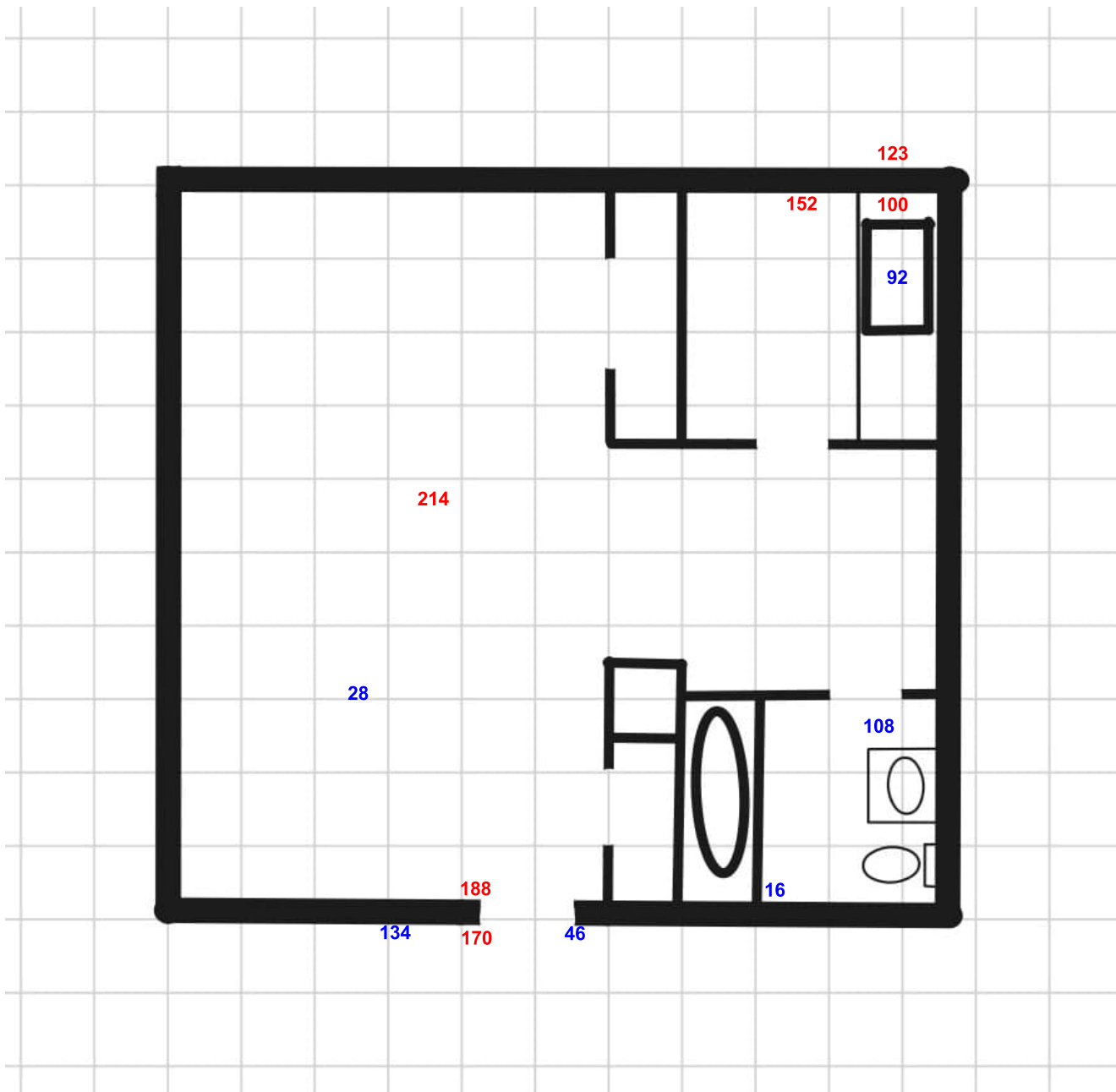


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 7
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

7



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

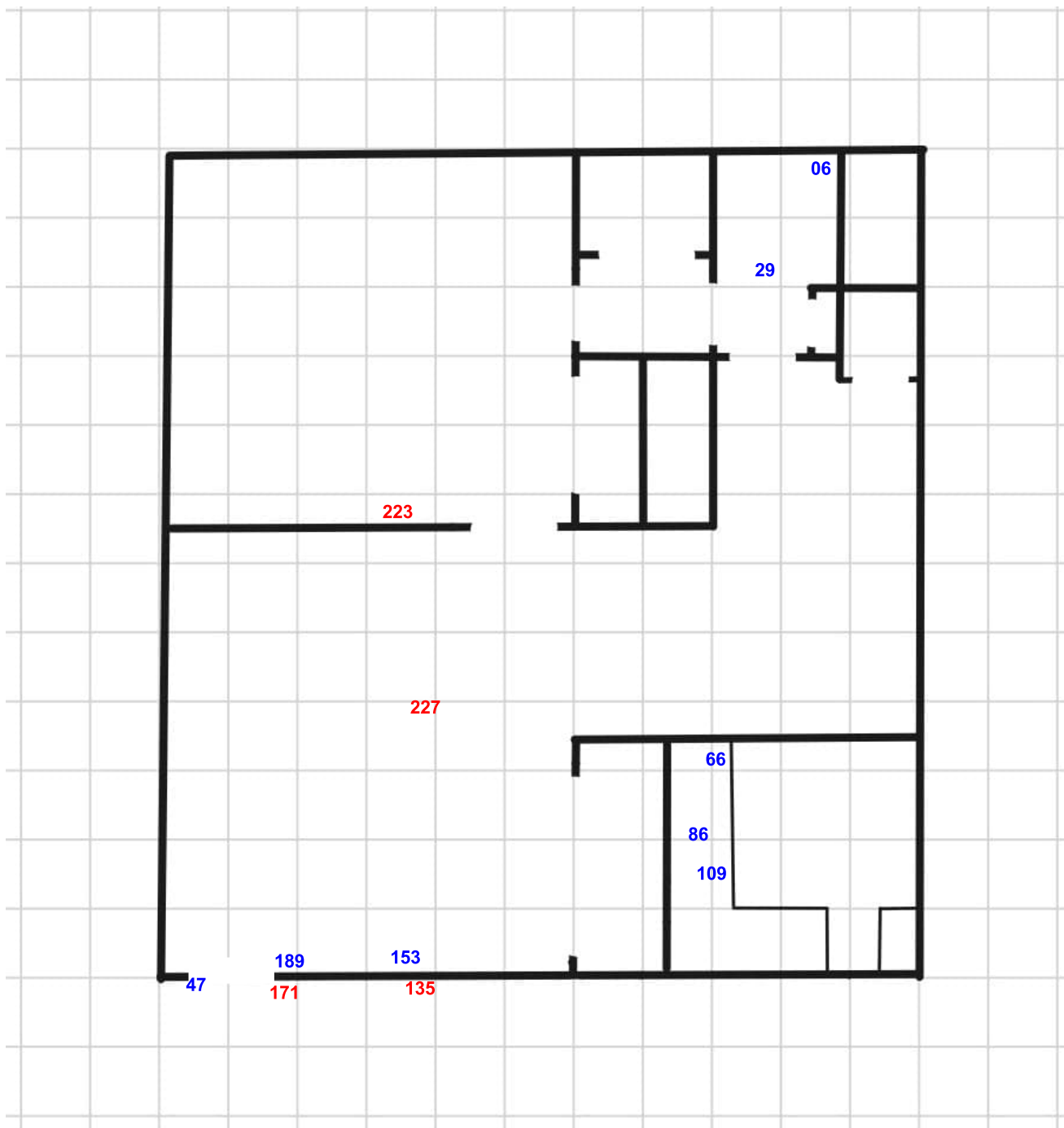


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 8
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

8



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

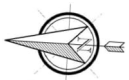
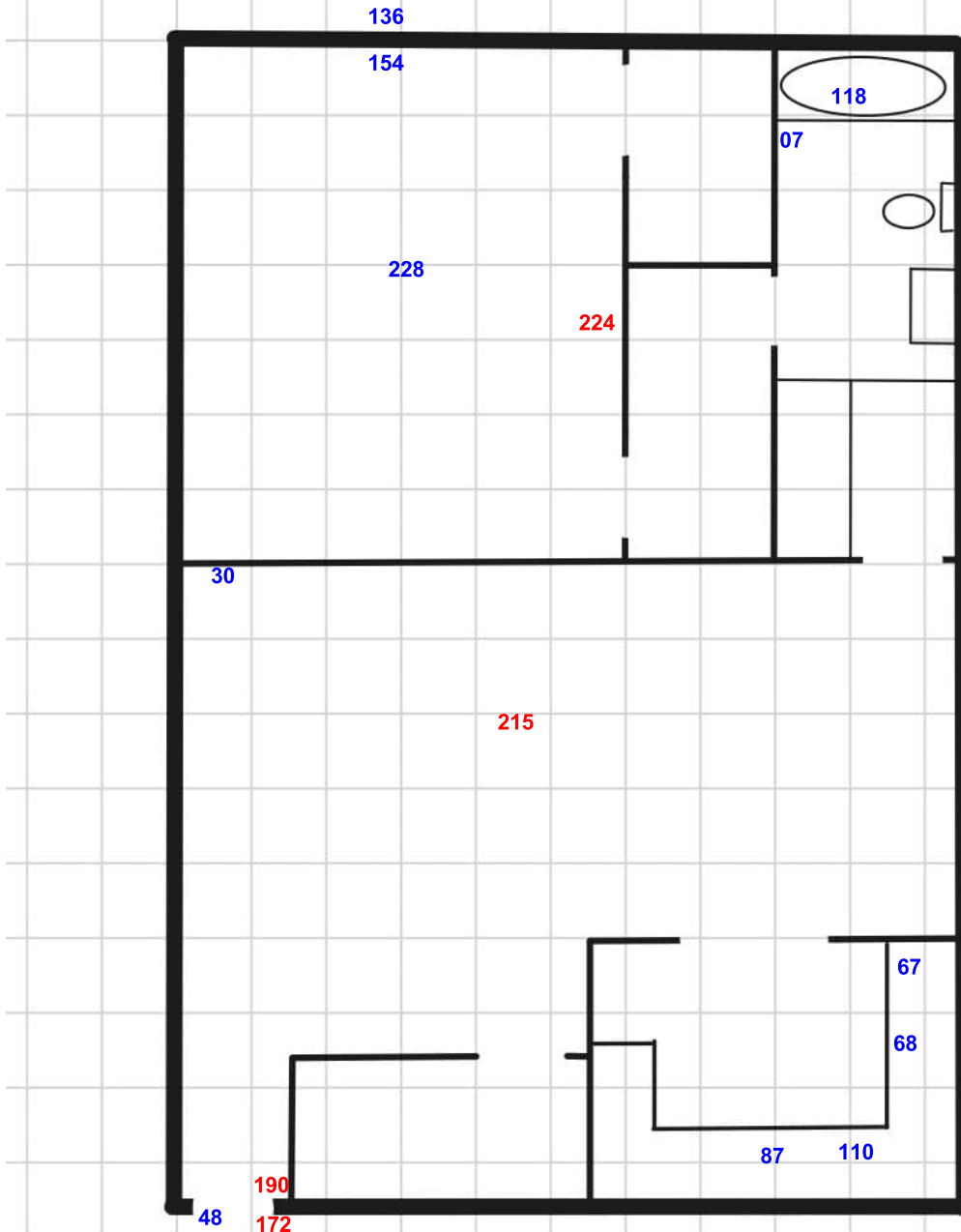


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 9
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

9



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

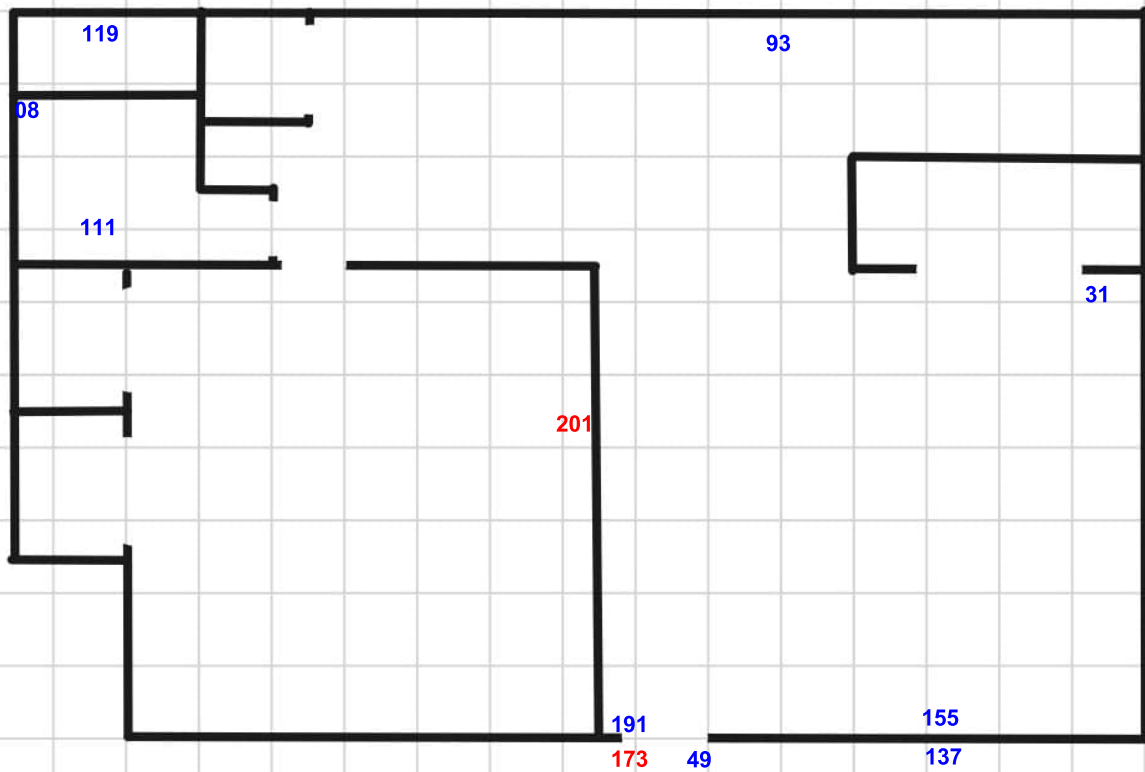
Terracon

1801 Handley Ederville Road Fort Worth, Texas 76118
 PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 10
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit
10



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

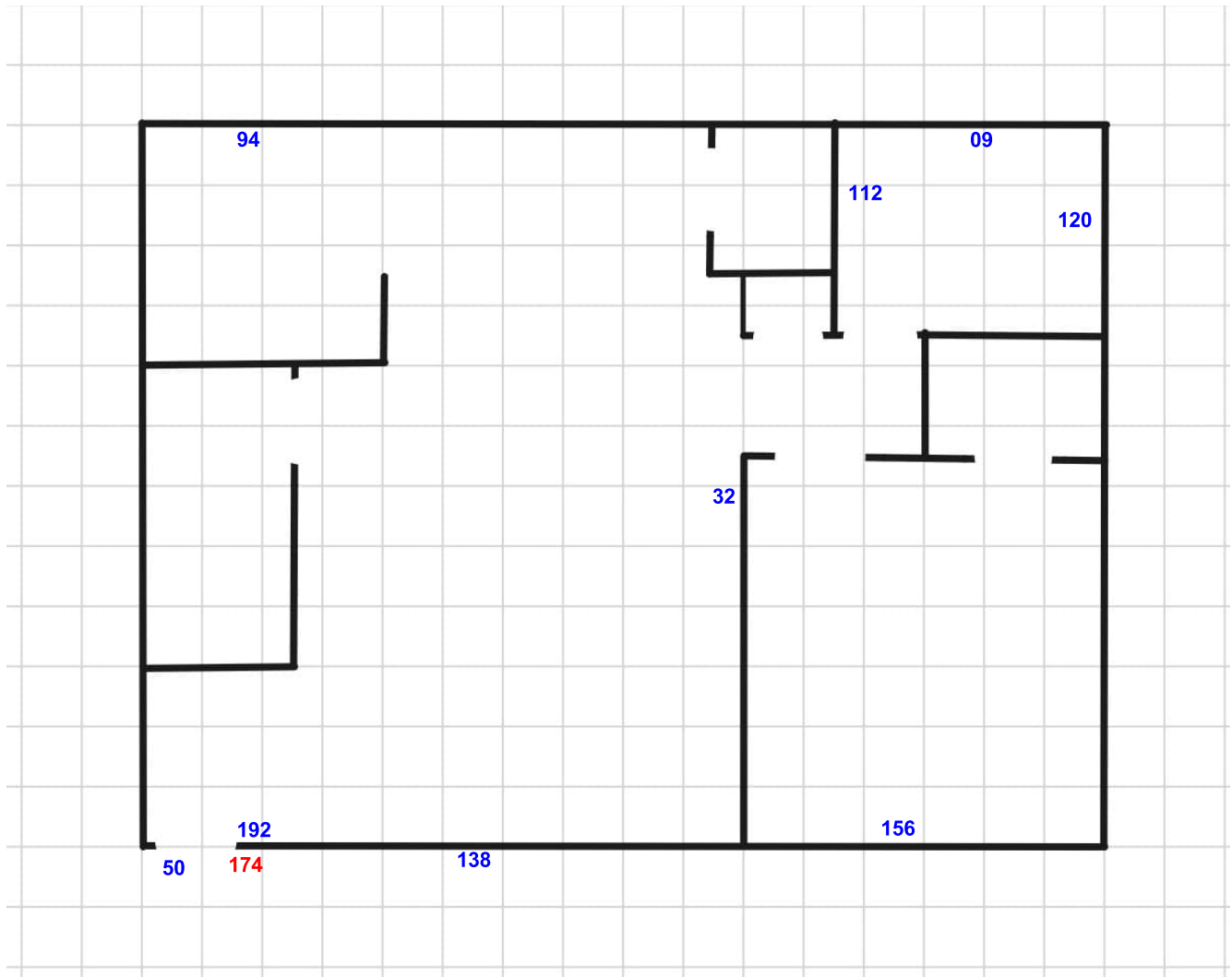


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 11
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

11



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

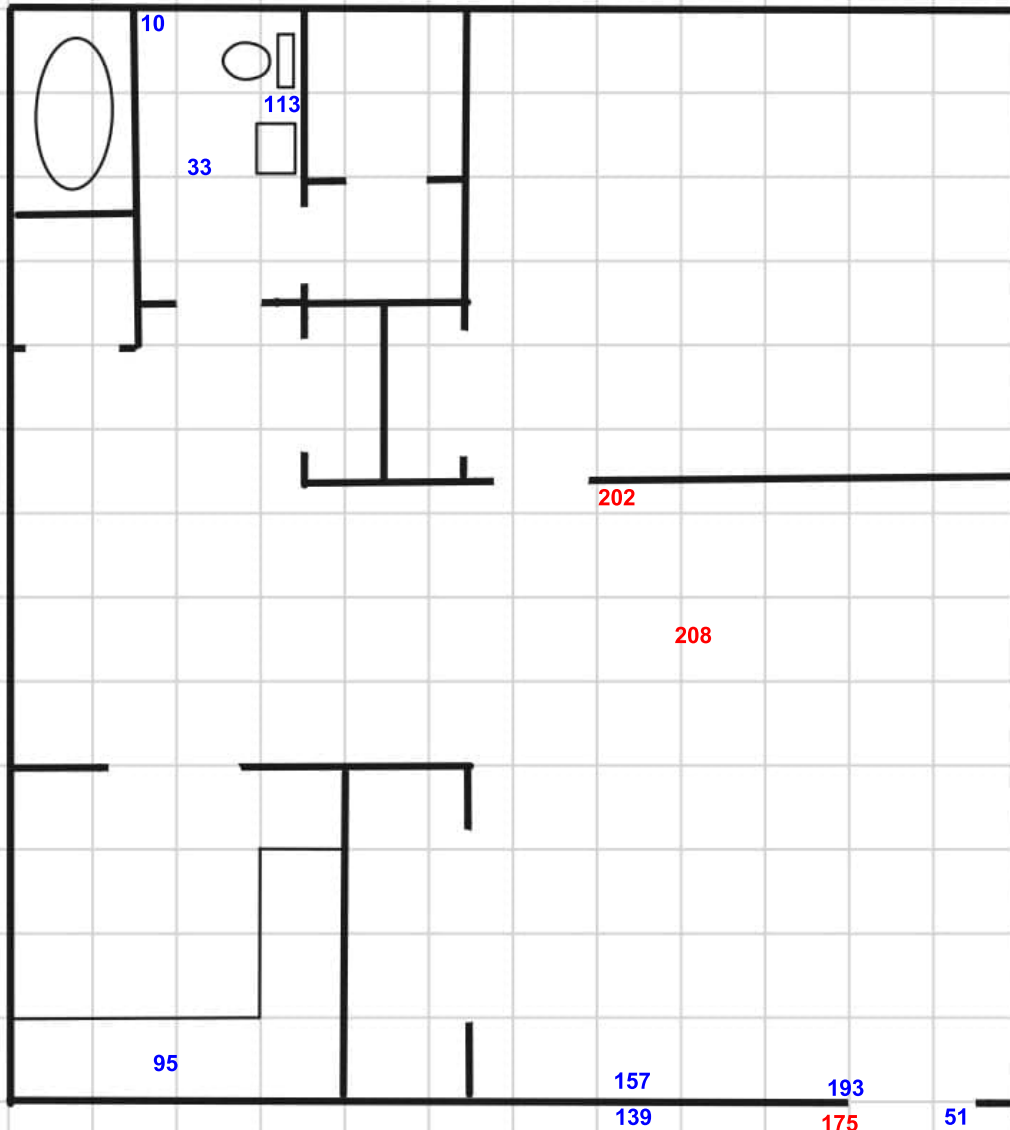


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 12
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

12



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

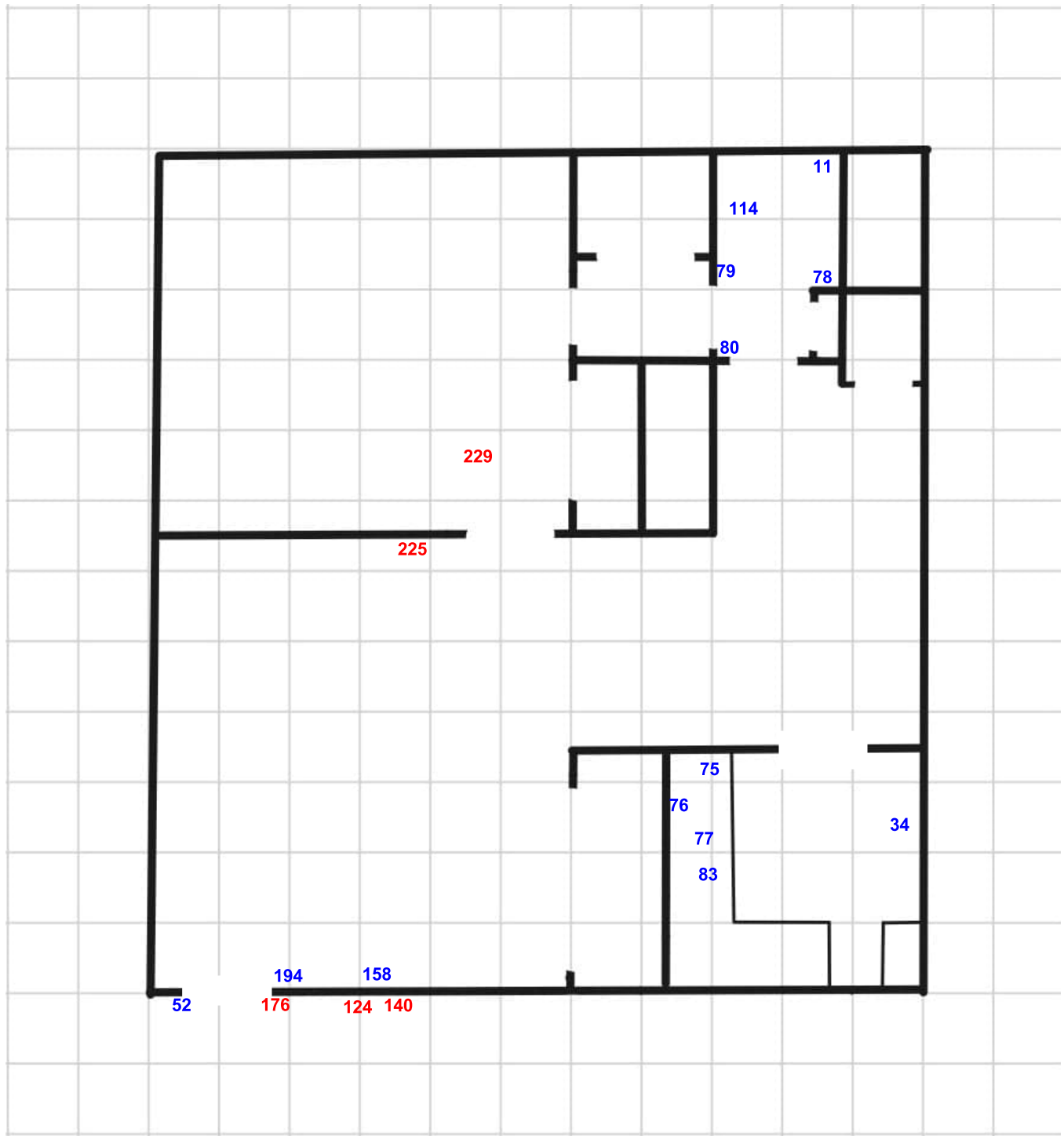


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 14
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

13



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

Terracon

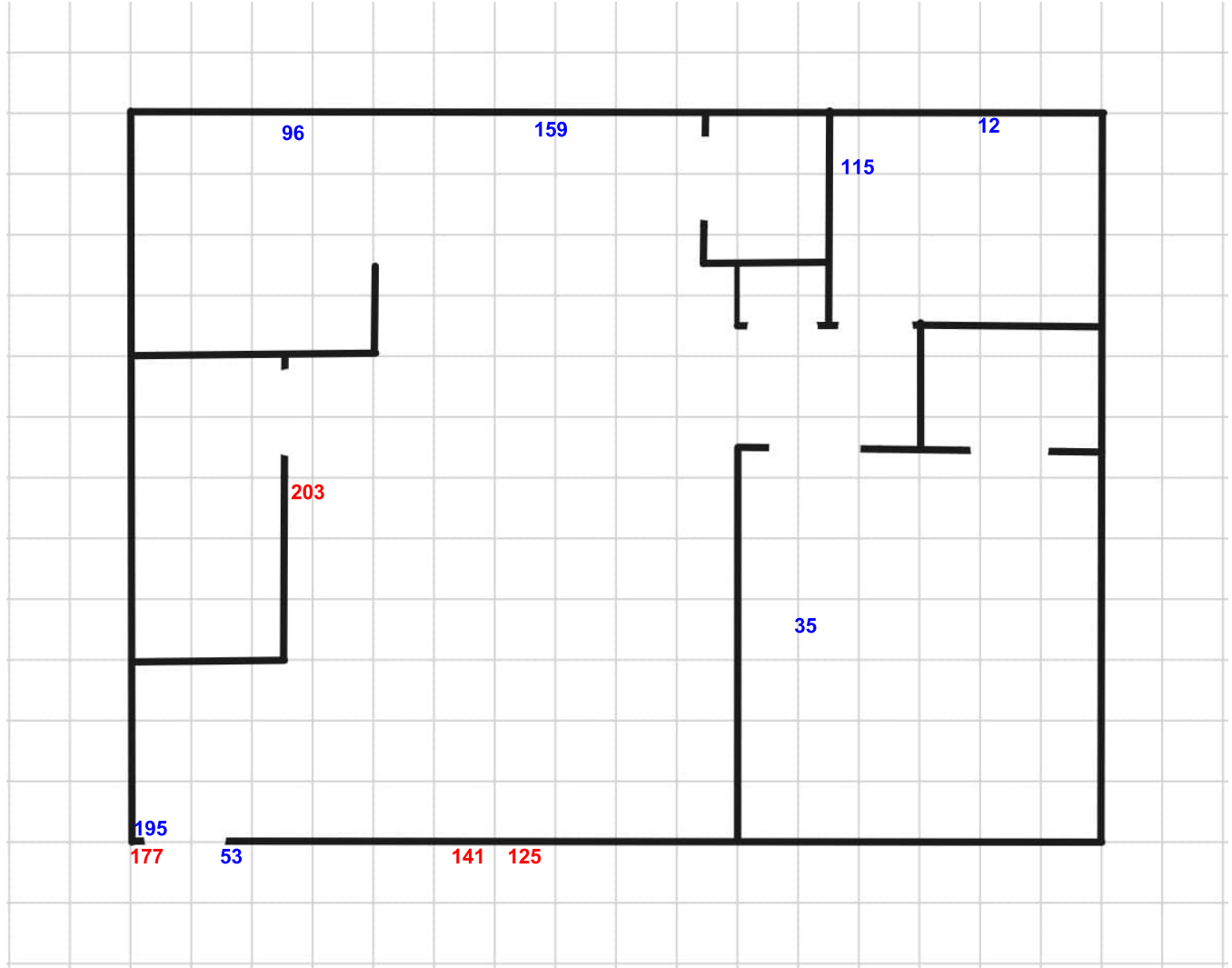
1801 Handley Ederville Road Fort Worth, Texas 76118
 PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 15
 5000 Holland Avenue
 Dallas, Texas 75209

Exhibit

14



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

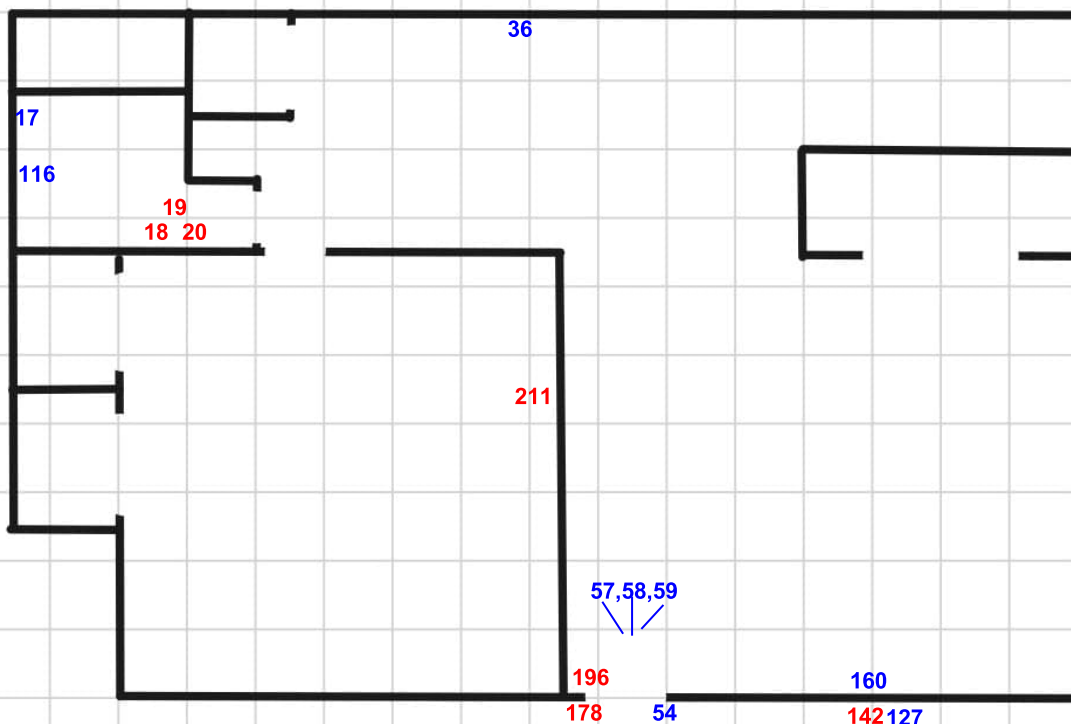


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 16
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

15



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)



Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



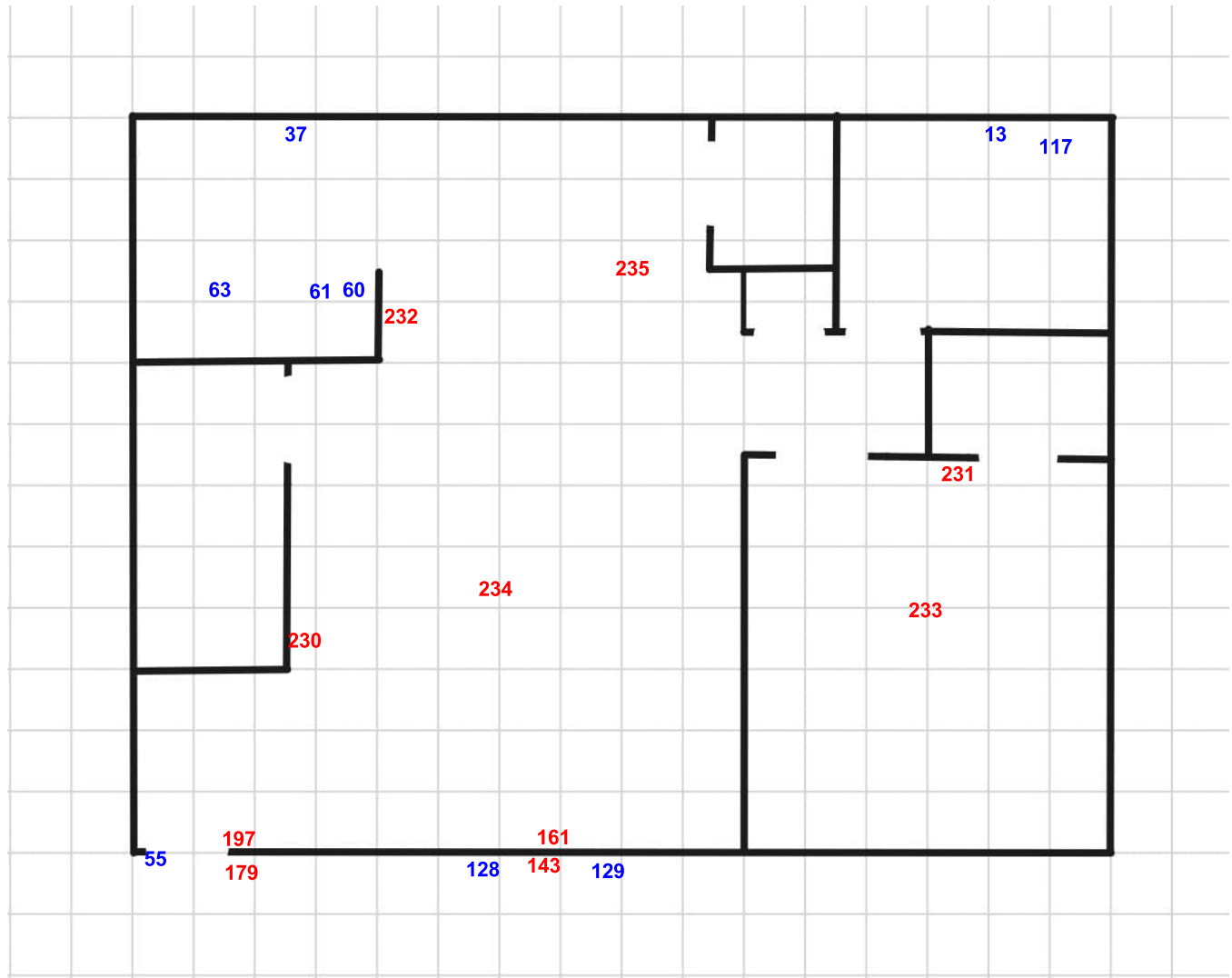
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 17
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

16



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



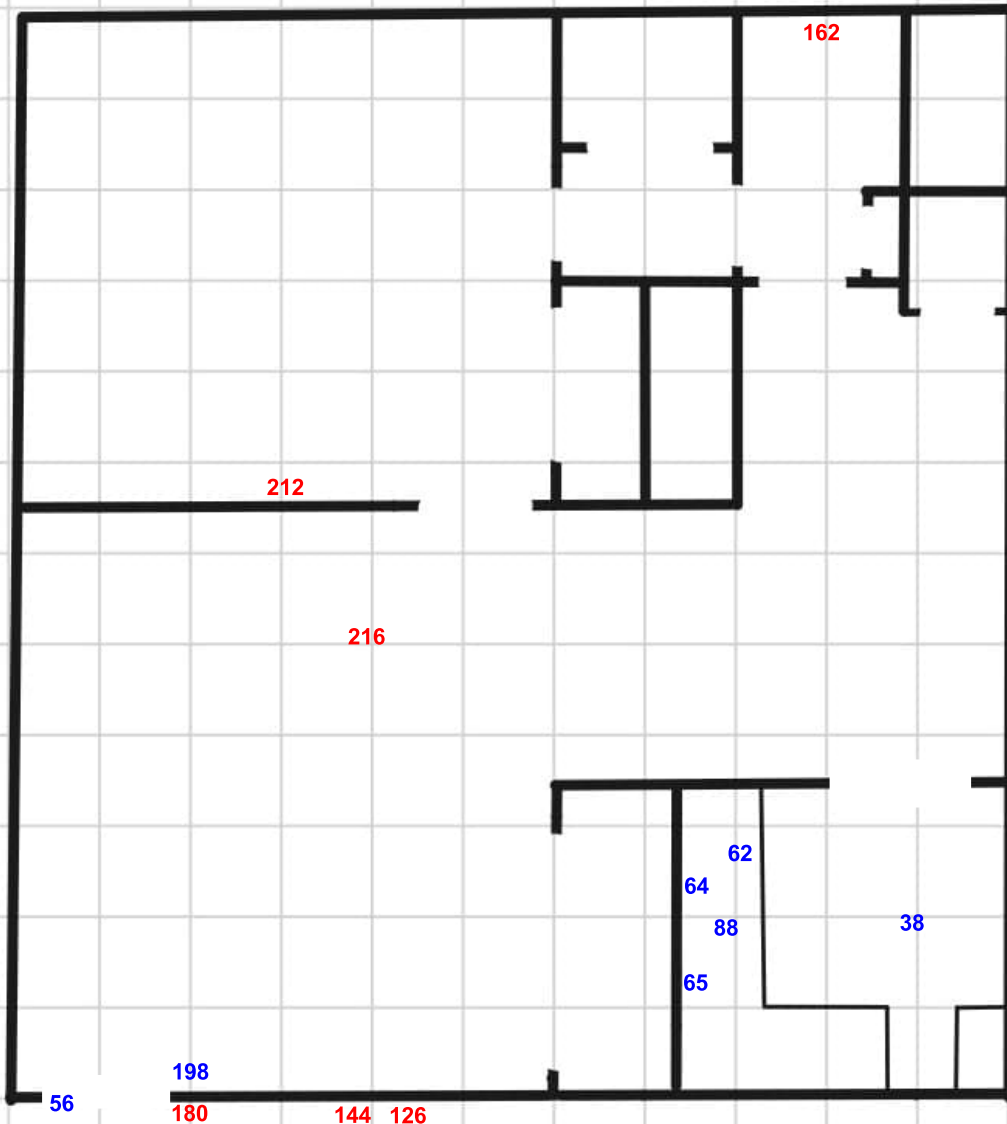
1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 18
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

17



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025

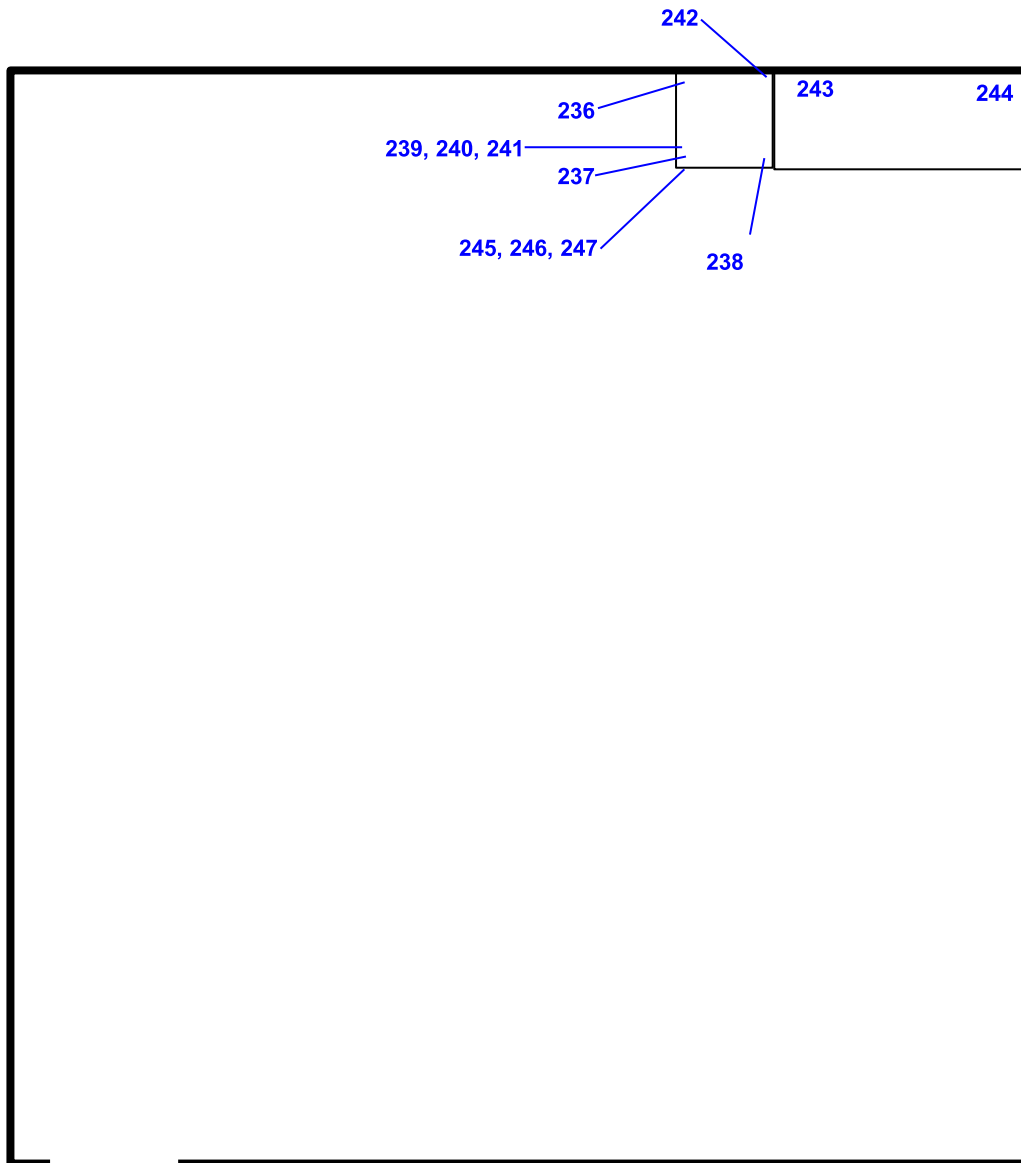


SAMPLE LOCATION DRAWING

WESTSIDE COURT APARTMENTS - UNIT 19
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

18



LEGEND

= Sample ID and Approximate Location (No ACM Detected)

= Sample ID and Approximate Location (ACM Detected)

Project Manager:	NK
Drawn by:	MM
Checked by:	RLB
Approved by:	RLB
Project No.	94247F87
Scale:	N.T.S.
File Name:	- -
Date:	02-25-2025



1801 Handley Ederville Road Fort Worth, Texas 76118
PH. (817) 268-8600 FAX. (817) 268-8602

SAMPLE LOCATION DRAWING

**WESTSIDE COURT APARTMENTS – PARKING
GARAGE, LAUNDRY, & MECHANICAL ROOM**
5000 Holland Avenue
Dallas, Texas 75209

Exhibit

19

APPENDIX C SITE PHOTOGRAPHS

SITE PHOTOGRAPHS



Photo #1 View of white ceramic floor tile with asbestos-containing thinset in Unit 17.



Photo #2 View of window with asbestos-containing interior window glazing compound.



Photo #3 View of asbestos-containing exterior window glazing compound.



Photo #4 View of asbestos-containing exterior window frame sealant.



Photo #5 View of asbestos-containing interior window frame sealant.



Photo #6 View of asbestos-containing exterior door frame sealant.

SITE PHOTOGRAPHS - CONTINUED



Photo #7 View of asbestos-containing interior door frame sealant.



Photo #8 Asbestos-containing finished drywall wall with texture (orange peel).



Photo #9 Asbestos containing finished drywall ceiling with texture (orange peel).



Photo #10 Asbestos containing finished drywall wall with texture (semi-smooth).



Photo #11 Asbestos containing finished drywall ceiling with texture (semi-smooth).



Photo #12 Asbestos containing finished drywall wall with texture (wavy).

SITE PHOTOGRAPHS - CONTINUED



Photo #13 Asbestos containing finished drywall ceiling with texture (wavy).



Photo #14 Asbestos containing finished drywall wall with texture (sandy).



Photo #15 Asbestos containing finished drywall ceiling with texture (sandy).

APPENDIX D REGULATORY OVERVIEW

REGULATORY OVERVIEW

State Regulations

Title 25, Part 1, Chapter 296, the TAHPR, regulates asbestos fiber emission and asbestos waste disposal practices for public buildings. The TAHPR also requires the identification and classification of existing asbestos-containing building materials prior to demolition or renovation activity. Under TAHPR, asbestos containing building materials are classified as either friable or nonfriable ACM containing 1% or more asbestos. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

The TAHPR requires any asbestos-related activity be performed by DSHS licensed individuals. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance activities, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

The TAHPR require abatement in public buildings be performed by a DSHS licensed asbestos abatement contractor in accordance with a project design prepared by a DSHS licensed asbestos consultant. In addition, a DSHS licensed asbestos consultant agency must perform third party air monitoring during the abatement activities.

The TAHPR require that written notification be submitted before beginning renovation projects which include the disturbance of any quantity of ACM in a public or commercial building or facility, and before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the DSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

Federal Regulations

40 CFR Part 61 Subpart M, the asbestos NESHAP, regulates asbestos fiber emission and asbestos waste disposal practices for commercial buildings and facilities. The NESHAP requires the identification and classification of existing asbestos containing building materials prior to demolition or renovation activity. Under NESHAP, building materials containing >1% asbestos are classified as either friable, Category I nonfriable or Category II nonfriable ACM. Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Category I nonfriable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products. Category II nonfriable ACM are any nonfriable materials other than those classified as Category I materials.

Friable ACM, Category I and II nonfriable ACM in poor condition, that have become friable, or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

The NESHAP requires that written notification be submitted before beginning renovation projects which include the disturbance of greater than 160 square feet, 260 linear feet, or 35 cubic feet of RACM in any building or facility, or before the demolition of any building or facility, even when no asbestos is present. This written notification must be provided at least 10 working days prior to the commencement of asbestos abatement or demolition activities.

29 CFR 1926.1101, the Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry, regulates workplace exposure to asbestos. The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions employers must follow when engaging in each class of regulated work. The OSHA standard also requires employee exposure to airborne asbestos fibers be maintained below the Permissible Exposure Limit (PEL) of 0.1 asbestos fibers per cubic centimeter (f/cc) of air as an 8-hour Time Weighted Average (TWA).

APPENDIX E

ASBESTOS LABORATORY ANALYTICAL REPORT

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 1 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345428	01	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 2, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345429	02	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 3, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345430	03	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 4, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345431	04	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 5, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345432	05	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 6, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345433	06	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 9, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345434	07	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 10, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345435	08	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 11, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345436	09	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 12, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345437	10	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 14, Bathroom	None Detected - Grout None Detected - White Mastic
CL1345438	11	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 15, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 2 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345439	12	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 16, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345440	13	Ceramic Wall Tile (multisize) w/Grout & Thinset - Unit 18, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic
CL1345441	14	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 1, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345442	15	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 7, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345443	16	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 8, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
CL1345444	17	Ceramic Wall Tile (4" X 4" white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Yellow Mastic
CL1345445	18	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset
CL1345446	19	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset
CL1345447	20	Ceramic Floor Tile (4" X 4", white) w/Grout & Thinset - Unit 17, Bathroom	None Detected - Ceramic Tile None Detected - Grout None Detected - White Mastic 2% Chrysotile - Thinset

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 3 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345448	21	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 1, Bathroom	None Detected - Flooring 1 None Detected - Yellow Mastic None Detected - Flooring 2 None Detected - Clear Adhesive None Detected - Concrete
CL1345449	22	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 2, Living Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood None Detected - Vapor Barrier
CL1345450	23	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 3, Bedroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood
CL1345451	24	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 4, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345452	25	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 5, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345453	26	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 6, Bedroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Wood
CL1345454	27	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 7, Bathroom	None Detected - Flooring None Detected - Yellow Mastic None Detected - Ceramic Floor Tile None Detected - Thinset
CL1345455	28	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 8, Living Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Wood None Detected - Vapor Barrier

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 4 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345456	29	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 9, Bathroom	None Detected - Flooring None Detected - Clear Mastic
CL1345457	30	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 10, Living Area	None Detected - Flooring None Detected - Clear Mastic
CL1345458	31	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 11, Living Area	None Detected - Flooring None Detected - Green Mastic
CL1345459	32	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 12, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345460	33	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 14, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345461	34	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 15, Kitchen	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Concrete
CL1345462	35	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 16, Bedroom	None Detected - Flooring None Detected - Yellow Mastic
CL1345463	36	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 17, Dining Area	None Detected - Flooring None Detected - Yellow Mastic None Detected - Leveling Compound None Detected - Concrete
CL1345464	37	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 18, Kitchen	None Detected - Flooring None Detected - Yellow Mastic
CL1345465	38	Luxury Vinyl Tile (wood) w/Mastic on Subfloor (various) - Unit 19, Living Area	None Detected - Flooring None Detected - Yellow Mastic
CL1345466	39	Paint (white) Coat & Brick & Mortar - Unit 1, Exterior by Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 5 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345467	40	Paint (white) Coat & Brick & Mortar - Unit 2, Exterior by Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345468	41	Paint (white) Coat & Brick & Mortar - Unit 3, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345469	42	Paint (white) Coat & Brick & Mortar - Unit 4, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345470	43	Paint (white) Coat & Brick & Mortar - Unit 5, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345471	44	Paint (white) Coat & Brick & Mortar - Unit 6, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345472	45	Paint (white) Coat & Brick & Mortar - Unit 7, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345473	46	Paint (white) Coat & Brick & Mortar - Unit 8, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345474	47	Paint (white) Coat & Brick & Mortar - Unit 9, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345475	48	Paint (white) Coat & Brick & Mortar - Unit 10, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345476	49	Paint (white) Coat & Brick & Mortar - Unit 11, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 6 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345477	50	Paint (white) Coat & Brick & Mortar - Unit 12, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345478	51	Paint (white) Coat & Brick & Mortar - Unit 14, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345479	52	Paint (white) Coat & Brick & Mortar - Unit 15, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345480	53	Paint (white) Coat & Brick & Mortar - Unit 16, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345481	54	Paint (white) Coat & Brick & Mortar - Unit 17, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345482	55	Paint (white) Coat & Brick & Mortar - Unit 18, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345483	56	Paint (white) Coat & Brick & Mortar - Unit 19, at Entry Doorway	None Detected - Paint Layer None Detected - Brick None Detected - Mortar
CL1345484	57	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material
CL1345485	58	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material
CL1345486	59	Ceramic Floor Tile (12" X 12" Beige) w/Bedding, no Grout - Unit 17 at Entry	None Detected - Ceramic Tile None Detected - Bedding Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 7 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345487	60	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 18 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345488	61	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 18 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345489	62	Countertop (black) w/Grout (black) Bedding (grey) & Board (brown) - Unit 19 at Kitchen	None Detected - Countertop Material None Detected - Grout None Detected - Bedding Material None Detected - Sheet Laminate None Detected - Yellow Mastic
CL1345490	63	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 18 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345491	64	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 19 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345492	65	Glass Tile (grey, multisize) w/Bedding (white) & Grout (grey) - Unit 19 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345493	66	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 9 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345494	67	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 10 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

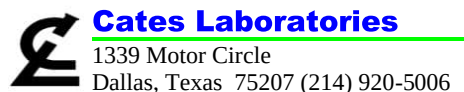
Page 8 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345495	68	Glass Tile (blue, multisize) w/Bedding & Grout (white) - Unit 10 at Kitchen	None Detected - Tile None Detected - Grout None Detected - Bedding Material
CL1345496	69	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345497	70	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345498	71	Ceramic Tile (light blue, hexagon) w/Bedding (white) & Grout (grey) - Unit 7 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345499	72	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345500	73	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345501	74	Ceramic Tile (black/white, hexagon) w/Bedding (grey) & Grout (white) - Unit 1 at Kitchen	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345502	75	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345503	76	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345504	77	Wood Laminate Countertop Mastic (black) - Unit 15 at Kitchen	None Detected
CL1345505	78	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345506	79	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345507	80	Wood Base Adhesive (tan) - Unit 15 at Bathroom	None Detected
CL1345508	81	Sink Undercoating (white/grey) - Unit 1 at Kitchen Sink	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 9 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345509	82	Sink Undercoating (white/grey) - Unit 7 at Kitchen Sink	None Detected
CL1345510	83	Sink Undercoating (white/grey) - Unit 15 at Kitchen Sink	None Detected
CL1345511	84	Sink Undercoating (grey) - Unit 2 at Kitchen Sink	None Detected
CL1345512	85	Sink Undercoating (grey) - Unit 6 at Kitchen Sink	None Detected
CL1345513	86	Sink Undercoating (grey) - Unit 9 at Kitchen Sink	None Detected
CL1345514	87	Sink Undercoating (grey) - Unit 10 at Kitchen Sink	None Detected
CL1345515	88	Sink Undercoating (grey) - Unit 19 at Kitchen Sink	None Detected
CL1345516	89	Sink Undercoating (black) - Unit 3 at Kitchen Sink	None Detected
CL1345517	90	Sink Undercoating (black) - Unit 4 at Kitchen Sink	None Detected
CL1345518	91	Sink Undercoating (black) - Unit 5 at Kitchen Sink	None Detected
CL1345519	92	Sink Undercoating (black) - Unit 8 at Kitchen Sink	None Detected
CL1345520	93	Sink Undercoating (black) - Unit 11 at Kitchen Sink	None Detected
CL1345521	94	Sink Undercoating (black) - Unit 12 at Kitchen Sink	None Detected
CL1345522	95	Sink Undercoating (black) - Unit 14 at Kitchen Sink	None Detected
CL1345523	96	Sink Undercoating (black) - Unit 16 at Kitchen Sink	None Detected
CL1345524	97	Window Glazing Compound (interior, grey/white) - Unit 1 at Living Area	None Detected
CL1345525	98	Window Glazing Compound (interior, grey/white) - Unit 6 at Kitchen	2% Chrysotile
CL1345526	99	Window Glazing Compound (interior, grey/white) - Unit 7 at Living Area	None Detected
CL1345527	100	Window Glazing Compound (interior, grey/white) - Unit 8 at Kitchen	<1% Chrysotile
CL1345528	101	Fixture Caulk - Unit 1 at Bathroom/Kitchen	None Detected
CL1345529	102	Fixture Caulk - Unit 2 at Bathroom/Kitchen	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

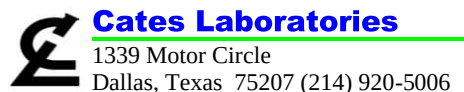
Page 10 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345530	103	Fixture Caulk - Unit 3 at Bathroom/Kitchen	None Detected
CL1345531	104	Fixture Caulk - Unit 4 at Bathroom/Kitchen	None Detected
CL1345532	105	Fixture Caulk - Unit 5 at Bathroom/Kitchen	None Detected
CL1345533	106	Fixture Caulk - Unit 6 at Bathroom/Kitchen	None Detected
CL1345534	107	Fixture Caulk - Unit 7 at Bathroom/Kitchen	None Detected
CL1345535	108	Fixture Caulk - Unit 8 at Bathroom/Kitchen	None Detected
CL1345536	109	Fixture Caulk - Unit 9 at Bathroom/Kitchen	None Detected
CL1345537	110	Fixture Caulk - Unit 10 at Bathroom/Kitchen	None Detected
CL1345538	111	Fixture Caulk - Unit 11 at Bathroom/Kitchen	None Detected
CL1345539	112	Fixture Caulk - Unit 12 at Bathroom/Kitchen	None Detected
CL1345540	113	Fixture Caulk - Unit 14 at Bathroom/Kitchen	None Detected
CL1345541	114	Fixture Caulk - Unit 15 at Bathroom/Kitchen	None Detected
CL1345542	115	Fixture Caulk - Unit 16 at Bathroom/Kitchen	None Detected
CL1345543	116	Fixture Caulk - Unit 17 at Bathroom/Kitchen	None Detected
CL1345544	117	Fixture Caulk - Unit 18 at Bathroom/Kitchen	None Detected
CL1345545	118	Shower Caulk - Unit 10 at Shower/Tub	None Detected
CL1345546	119	Shower Caulk - Unit 11 at Shower/Tub	None Detected
CL1345547	120	Shower Caulk - Unit 12 at Shower/Tub	None Detected
CL1345548	121	Window Glazing Compound (white/grey) - Unit 1 at Living Area	None Detected
CL1345549	122	Window Glazing Compound (white/grey) - Unit 7 at Living Area	None Detected
CL1345550	123	Window Glazing Compound (white/grey) - Unit 8 at Living Area	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 11 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345551	124	Window Glazing Compound (white/grey) - Unit 15 at Living Area	3% Chrysotile
CL1345552	125	Window Glazing Compound (white/grey) - Unit 16 at Living Area	None Detected
CL1345553	126	Window Glazing Compound (white/grey) - Unit 19 at Living Area	None Detected
CL1345554	127	Window Glazing Compound (white/sticky) - Unit 17 at Living Area	None Detected
CL1345555	128	Window Glazing Compound (white/sticky) - Unit 18 at Living Area	None Detected
CL1345556	129	Window Glazing Compound (white/sticky) - Unit 18 at Living Area	None Detected
CL1345557	130	Window Frame Sealant (exterior, white/grey) - Unit 1	None Detected
CL1345558	131	Window Frame Sealant (exterior, white/grey) - Unit 3	None Detected - White Sealant 3% Chrysotile - Beige Sealant
CL1345559	132	Window Frame Sealant (exterior, white/grey) - Unit 4	None Detected
CL1345560	133	Window Frame Sealant (exterior, white/grey) - Unit 7	None Detected
CL1345561	134	Window Frame Sealant (exterior, white/grey) - Unit 8	None Detected
CL1345562	135	Window Frame Sealant (exterior, white/grey) - Unit 9	None Detected - White Sealant 3% Chrysotile - Beige Sealant
CL1345563	136	Window Frame Sealant (exterior, white/grey) - Unit 10	None Detected
CL1345564	137	Window Frame Sealant (exterior, white/grey) - Unit 11	None Detected
CL1345565	138	Window Frame Sealant (exterior, white/grey) - Unit 12	None Detected
CL1345566	139	Window Frame Sealant (exterior, white/grey) - Unit 14	None Detected
CL1345567	140	Window Frame Sealant (exterior, white/grey) - Unit 15	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345568	141	Window Frame Sealant (exterior, white/grey) - Unit 16	None Detected - White Sealant 5% Chrysotile - Beige Sealant

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 12 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345569	142	Window Frame Sealant (exterior, white/grey) - Unit 17	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345570	143	Window Frame Sealant (exterior, white/grey) - Unit 18	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345571	144	Window Frame Sealant (exterior, white/grey) - Unit 19	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345572	145	Window Frame Sealant (Interior, white/grey) - Unit 1	None Detected - White Sealant 5% Chrysotile - Beige Sealant
CL1345573	146	Window Frame Sealant (Interior, white/grey) - Unit 2	None Detected
CL1345574	147	Window Frame Sealant (Interior, white/grey) - Unit 3	None Detected
CL1345575	148	Window Frame Sealant (Interior, white/grey) - Unit 4	None Detected
CL1345576	149	Window Frame Sealant (Interior, white/grey) - Unit 5	None Detected
CL1345577	150	Window Frame Sealant (Interior, white/grey) - Unit 6	10% Chrysotile
CL1345578	151	Window Frame Sealant (Interior, white/grey) - Unit 7 at Kitchen	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345579	152	Window Frame Sealant (Interior, white/grey) - Unit 8 at Kitchen	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345580	153	Window Frame Sealant (Interior, white/grey) - Unit 9	None Detected
CL1345581	154	Window Frame Sealant (Interior, white/grey) - Unit 10	None Detected
CL1345582	155	Window Frame Sealant (Interior, white/grey) - Unit 11	None Detected
CL1345583	156	Window Frame Sealant (Interior, white/grey) - Unit 12 at Bedroom	None Detected
CL1345584	157	Window Frame Sealant (Interior, white/grey) - Unit 14 at Living Area	None Detected
CL1345585	158	Window Frame Sealant (Interior, white/grey) - Unit 15	None Detected
CL1345586	159	Window Frame Sealant (Interior, white/grey) - Unit 16 at Dining	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

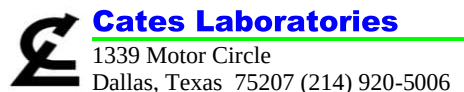
Page 13 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345587	160	Window Frame Sealant (Interior, white/grey) - Unit 17	None Detected
CL1345588	161	Window Frame Sealant (Interior, white/grey) - Unit 18	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345589	162	Window Frame Sealant (Interior, white/grey) - Unit 19 Bathroom	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345590	163	Door Frame Sealant (exterior, white/grey) - Unit 1 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345591	164	Door Frame Sealant (exterior, white/grey) - Unit 2 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345592	165	Door Frame Sealant (exterior, white/grey) - Unit 3 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345593	166	Door Frame Sealant (exterior, white/grey) - Unit 4 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345594	167	Door Frame Sealant (exterior, white/grey) - Unit 5 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345595	168	Door Frame Sealant (exterior, white/grey) - Unit 6 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345596	169	Door Frame Sealant (exterior, white/grey) - Unit 7 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345597	170	Door Frame Sealant (exterior, white/grey) - Unit 8 at Door Wall	None Detected - White Sealant 3% Chrysotile - White Sealant
CL1345598	171	Door Frame Sealant (exterior, white/grey) - Unit 9 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345599	172	Door Frame Sealant (exterior, white/grey) - Unit 10 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345600	173	Door Frame Sealant (exterior, white/grey) - Unit 11 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 14 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345601	174	Door Frame Sealant (exterior, white/grey) - Unit 12 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345602	175	Door Frame Sealant (exterior, white/grey) - Unit 14 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345603	176	Door Frame Sealant (exterior, white/grey) - Unit 15 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345604	177	Door Frame Sealant (exterior, white/grey) - Unit 16 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345605	178	Door Frame Sealant (exterior, white/grey) - Unit 17 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345606	179	Door Frame Sealant (exterior, white/grey) - Unit 18 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345607	180	Door Frame Sealant (exterior, white/grey) - Unit 19 at Door Wall	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345608	181	Door Frame Sealant (interior, white/grey) - Unit 1 at Door Way	None Detected
CL1345609	182	Door Frame Sealant (interior, white/grey) - Unit 2 at Door Way	None Detected
CL1345610	183	Door Frame Sealant (interior, white/grey) - Unit 3 at Door Way	None Detected
CL1345611	184	Door Frame Sealant (interior, white/grey) - Unit 4 at Door Way	None Detected
CL1345612	185	Door Frame Sealant (interior, white/grey) - Unit 5 at Door Way	None Detected
CL1345613	186	Door Frame Sealant (interior, white/grey) - Unit 6 at Door Way	None Detected
CL1345614	187	Door Frame Sealant (interior, white/grey) - Unit 7 at Door Way	None Detected
CL1345615	188	Door Frame Sealant (interior, white/grey) - Unit 8 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345616	189	Door Frame Sealant (interior, white/grey) - Unit 9 at Door Way	None Detected

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 15 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345617	190	Door Frame Sealant (interior, white/grey) - Unit 10 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345618	191	Door Frame Sealant (interior, white/grey) - Unit 11 at Door Way	None Detected
CL1345619	192	Door Frame Sealant (interior, white/grey) - Unit 12 at Door Way	None Detected
CL1345620	193	Door Frame Sealant (interior, white/grey) - Unit 14 at Door Way	None Detected
CL1345621	194	Door Frame Sealant (interior, white/grey) - Unit 15 at Door Way	None Detected
CL1345622	195	Door Frame Sealant (interior, white/grey) - Unit 16 at Door Way	None Detected
CL1345623	196	Door Frame Sealant (interior, white/grey) - Unit 17 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345624	197	Door Frame Sealant (interior, white/grey) - Unit 18 at Door Way	None Detected - White Sealant 2% Chrysotile - Tan Sealant
CL1345625	198	Door Frame Sealant (interior, white/grey) - Unit 19 at Door Way	None Detected
CL1345626	199	Finished Drywall w/Texture (orange peel) Wall - Unit 3 Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345627	200	Finished Drywall w/Texture (orange peel) Wall - Unit 5 Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345628	201	Finished Drywall w/Texture (orange peel) Wall - Unit 11 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 16 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345629	202	Finished Drywall w/Texture (orange peel) Wall - Unit 14 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345630	203	Finished Drywall w/Texture (orange peel) Wall - Unit 16 Interior Wall	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345631	204	Finished Drywall w/Texture (orange peel) Ceiling - Unit 2 at Interior Ceiling	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345632	205	Finished Drywall w/Texture (orange peel) Ceiling - Unit 3 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345633	206	Finished Drywall w/Texture (orange peel) Ceiling - Unit 4 at Interior Ceiling	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345634	207	Finished Drywall w/Texture (orange peel) Ceiling - Unit 5 at Interior Ceiling	None Detected - Paint Texture 1 2% Chrysotile - Paint Texture 2 None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 17 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345635	208	Finished Drywall w/Texture (orange peel) Ceiling - Unit 14 at Interior Ceiling	None Detected - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345636	209	Finished Drywall w/Texture (semi smooth) Wall - Unit 1 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345637	210	Finished Drywall w/Texture (semi smooth) Wall - Unit 7 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345638	211	Finished Drywall w/Texture (semi smooth) Wall - Unit 17 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345639	212	Finished Drywall w/Texture (semi smooth) Wall - Unit 19 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345640	213	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 1 at Interior Ceiling	None Detected - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345641	214	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 8 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 18 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345642	215	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 10 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345643	216	Finished Drywall w/Texture (semi smooth) Ceiling - Unit 19 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345644	217	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345645	218	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345646	219	Finished Drywall w/Texture (wavy) Wall - Unit 6 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345647	220	Finished Drywall w/Texture (wavy) Ceiling - Unit 6	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 19 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345648	221	Finished Drywall w/Texture (wavy) Ceiling - Unit 6 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345649	222	Finished Drywall w/Texture (wavy) Ceiling - Unit 6 at Interior Ceiling	None Detected - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345650	223	Finished Drywall w/Texture (sandy) Wall - Unit 9 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Paper None Detected - Wallboard Material
CL1345651	224	Finished Drywall w/Texture (sandy) Wall - Unit 10 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345652	225	Finished Drywall w/Texture (sandy) Wall - Unit 15 at Interior Walls	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345653	227	Finished Drywall w/Texture (sandy) Ceiling - Unit 9 at Interior Ceilings	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345654	228	Finished Drywall w/Texture (sandy) Ceiling - Unit 10 at Interior Ceilings	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 20 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345655	229	Finished Drywall w/Texture (sandy) Ceiling - Unit 15 at Interior Ceilings	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345656	230	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345657	231	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345658	232	Finished Drywall w/Texture (crow's foot) Wall - Unit 18 at Interior Wall	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345659	233	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345660	234	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 21 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345661	235	Finished Drywall w/Texture (crow's foot) Ceiling - Unit 18 at Interior Ceiling	2% Chrysotile - Paint Texture None Detected - Joint Tape 2% Chrysotile - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345662	236	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345663	237	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345664	238	Finished Drywall w/Texture (semi smooth) - Laundry Room in Garage	None Detected - Paint Texture None Detected - Joint Tape None Detected - Joint Compound None Detected - Paper None Detected - Wallboard Material
CL1345665	239	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345666	240	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345667	241	Ceramic Floor Tile (multisize) w/Bedding (grey) & Grout (grey) - Laundry Room Floor in Garage	None Detected - Ceramic Tile None Detected - Grout None Detected - Bedding Material
CL1345668	242	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 22 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Client Field I.D.	Sample Description/Location	Asbestos Content
CL1345669	243	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation
CL1345670	244	Pipe Insulation Wrap (silver, black, brown) - Garage, Laundry Room, Mechanical Room	None Detected - Wrap None Detected - Insulation
CL1345671	245	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345672	246	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345673	247	Concrete Column Texture - Garage, Laundry Room, Mechanical Room	None Detected - Paint Layer None Detected - Concrete
CL1345674	248	Roof Shingle (black, gravel) & Tar Paper (black) - Roof South End	None Detected - Roofing Shingle None Detected - Backing Sheet
CL1345675	249	Roof Shingle (black, gravel) & Tar Paper (black) - Roof North End	None Detected - Roofing Shingle None Detected - Backing Sheet
CL1345676	250	Roof Shingle (black, gravel) & Tar Paper (black) - Roof East End	None Detected - Roofing Shingle None Detected - Backing Sheet

These samples were analyzed by layers. The overall percent asbestos for the sample is reported when relevant. The EPA considers a material to be asbestos containing only if it contains greater than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials that are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. CatesLab utilizes CVAE on a routine basis and does not include point counting unless specifically requested by the client. The results may not be reproduced except in full.

PLM REPORT SUMMARY



Cates Laboratories

1339 Motor Circle
Dallas, Texas 75207 (214) 920-5006

NVLAP Lab No. 200569-0
TDSHS License No. 30-0287

Client: Terracon
Project (Line 1): Westside Court Apartments
Project (Line 2): 5000 Holland Ave., Highland Park, TX
Project No: 94247F87
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy/Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116

Lab Job No.: PLM-39754
Set No.: 57475
Report Date: 2/7/2025
Sample Date: 1/30/2025

Page 23 of 23

On 2/3/2025, two-hundred forty-nine (249) bulk samples were submitted by Mr. Michael Mendoza of Terracon for asbestos analysis by PLM/DS. Copies of the lab data sheets are attached; additional information may be found therein.

STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the U.S. EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples as found in 40 CFR, Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A), or the current U.S. EPA method (EPA Method 600/R-93/116) for the analysis of asbestos in building materials, by polarized light microscopy. The results of each bulk sample relate only to the material tested and the results shall not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst:

Kathy Schosek, Chris Munch,
Liliana Castillo, Curtis Grigg

Laboratory Director: John R. Cates, P.G.

Approved Signatory:



TESTING
NVLAP LAB CODE 200569-0

APPENDIX F LICENSES & CERTIFICATIONS





Texas Department of State Health Services

TERRACON CONSULTANTS INC

is certified to perform as an

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked.*



License Number: 100157

Expiration Date: 11/30/2026

Control Number: 97714


Jennifer Shuford, MD, MPH,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Texas Department of State Health Services

CATES LABORATORIES INC

is certified to perform as an

Asbestos Laboratory

PCM, PLM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas
Asbestos Health Protection, as long as this license is not suspended or revoked*



License Number: 300287

Control Number: 96696



Expiration Date: 04/07/2025

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200569-0

Cates Laboratories, Inc.
Dallas, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2024-04-01 through 2025-03-31
Effective Dates




For the National Voluntary Laboratory Accreditation Program

**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

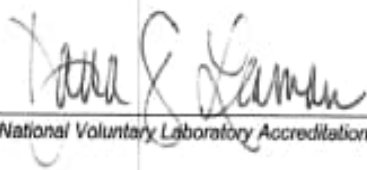
Cates Laboratories, Inc.
1339 Motor Circle
Dallas, TX 75207
Mr. John R. Cates
Phone: 214-920-5006 Fax: 1-972-767-0167
Email: jrcates@cateslab.com
<http://www.cateslab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200569-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials


For the National Voluntary Laboratory Accreditation Program

Effective 2024-04-01 through 2025-03-31

Page 1 of 1



1801 Handley Ederville Road
Fort Worth, TX 76118
P (817) 268-8600
F (817) 268-8602
Terracon.com

August 15, 2025

Town of Highland Park
4700 Drexel Drive
Dallas, TX 75205-3107

Attn: Ms. Heather Cerda
P: (214) 559-9358
E: hcerda@hptx.org

RE: Proposal for Asbestos Abatement Consulting Services
Westside Court Apartments
5000 Holland Avenue
Highland Park, Texas
Terracon Proposal No. P94257972

Ms. Cerda:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Town of Highland Park (Client) for your consideration. The following sections describe our participation and related conditions and fees.

1.0 PROJECT INFORMATION

Client has or will retain a licensed asbestos abatement contractor to remove asbestos materials from the referenced project site and has requested Terracon to provide asbestos consulting services related to the abatement process. These services will generally include abatement design, air monitoring and oversight, project management and reporting. Based upon this understanding, Terracon has prepared the following scope of services.

If the assumptions or our understandings of this project are incorrect, we request the opportunity to review this proposal and modify it accordingly prior to resubmittal to your attention.

2.0 SCOPE OF SERVICES

2.1 Project Oversight & Monitoring

Terracon will provide a TDSHS licensed asbestos consultant (AC) and project manager (PM) for the duration of the abatement project. Terracon's AC and PM will coordinate and provide

documentation of the abatement activities and air monitoring results for the duration of the abatement project.

The PM will be on-site during the abatement project to perform on-site air monitoring, which includes analysis of up to 8 air samples per 10-hour shift (portal to portal). The PM will also perform on-site inspection services during the asbestos abatement to evaluate the regulated work area for compliance with project specifications and applicable state and federal regulations.

Once the abatement is completed, the PM will perform a final visual inspection of the abated areas in accordance with current EPA Asbestos Health Emergency Response Act (AHERA), EPA National Emission Standards (NESHAP), and TDSHS regulations, as applicable. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

Terracon will not be responsible for the Contractor's activities related to site safety during the project. If Terracon identifies safety concerns at the site, the Client will be notified of the concern and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

2.2 Report

Terracon will prepare a written Asbestos Abatement Report (Report). The Report will include a description of the abatement activities and results of the air sampling program. Our report will be submitted to Client in portable document format (pdf) via e-mail.

3.0 SCHEDULE & CONDITIONS

3.1 Schedule

Terracon understands the abatement contractor is responsible for filing the required 10-day notification to TDSHS. Our anticipated schedule follows, but it is subject to change based upon the asbestos abatement contractor's schedule and performance of the scope of work.

Task	Anticipated Schedule
On-Site Inspection and Air Monitoring	Duration of Project
Report Preparation	Delivered to Client within ten days from our receipt of the abatement contractor's close out documents

3.2 Conditions

To complete the project in accordance with this proposal the client should provide the following items at the time of project authorization:

- Signed Change Order.
- The client must provide timely right of entry to conduct the described services, as well as access to building interiors.
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work.
- The results of all prior asbestos surveys related to this project should be provided for inclusion in the abatement project design.

3.3 Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

4.0 COMPENSATION

Terracon will conduct the above-described Scope of Services for the following fees:

DESCRIPTION	COST
On-Site Inspection and Air Monitoring ¹ (20 days @ \$985.00 per day, up to 10 hours/day)	\$19,700.00
Project Management ¹ (20 hours @ \$150.00/hour)	\$ 3,000.00
Abatement Project Report	\$ 1,200.00
Total ²	\$ 23,900.00

¹ – Based on an estimated schedule provided by the abatement contractor. This schedule is subject to change based on the abatement contractor's schedule and performance of the work. Terracon will invoice for the number of days on-site. If additional On-Site Monitoring or Project Management hours are required, Client will be billed at a rate of \$135.00/Monitoring hour shift and \$170.00/Project Management hour.

² - This fee estimate does not include the abatement contractor's fees or regulatory notification fees which will be invoiced directly by TDSHS.

Terracon will submit invoices to the Client monthly, and/or upon completion of each phase of services, and at the end of the project. If conditions are encountered at the site requiring changes in the scope of services (e.g., owner/occupant restrictions resulting in a field work delay, a significant increase in the anticipated number of samples, etc.) that will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

If this proposal meets with your approval, work may be initiated by returning an original executed copy of the attached Change Order to our Fort Worth office. Project initiation may be expedited by forwarding written authorization to proceed or a copy of the Change Order to Richard Klenke III by email to trey.klenke@terracon.com.

The terms, conditions and limitations stated in the Agreement for Services dated April 10, 2025 (and sections of this proposal incorporated therein) shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

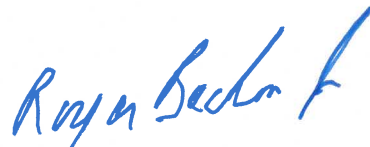
We appreciate the opportunity to provide this proposal to you and look forward to partnering with you on this project.

Sincerely,

Terracon

A blue ink signature of Richard Klenke III, written in a cursive style.

Richard Klenke III, AIC
Project Manager
TDSHS License No. 10-5937

A blue ink signature of Roger Beahm Jr., written in a cursive style.

Roger Beahm Jr., REM, AIC
Principal
TDSHS License No. 10-5675

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

This AGREEMENT is between Town of Highland Park (“Client” or “Town”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Highland Park TxDOT NEPA project (“Project”), as described in Consultant’s Proposal dated 04/04/2024 (“Proposal”), attached hereto and incorporated herein for all purposes.

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of, biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance, Assignment, and Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. Consultant will be paid for work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section. Client is a political subdivision of the State of Texas and as such is exempt from applicable sales tax. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not

exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. To the extent allowed by law, Client also agrees to defend, indemnify, and hold harmless Consultant from any allegations of violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall, to the extent allowed by law, indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of

Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.

- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. Independent Contractor Relationship.** Consultant is an independent contractor and not an employee or servant of the Town. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Consultant shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. Town shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as Consultant is an independent contractor.
- 11. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 12. Dispute Resolution, Governing Law, and Venue.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and

performance, without regard to conflict of law principles, and venue for any action arising out of or related to this agreement shall be in Dallas County, Texas.

13. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

14. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

15. Sample Disposition and Affected Materials. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and

shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 16. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 17. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 18. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.
- 19. Entire Agreement.** This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
- 20. Form 1295.** Texas law and the Town requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the Town complete the online Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission

(<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions, or renewals.

- 21. Representations.** Consultant represents and warrants that Terracon Consultants, Inc. is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind Terracon Consultants, Inc. to this Agreement. The Town represents and warrants that the individual executing this Agreement on behalf of the Town is authorized to bind the Town to this Agreement.
- 22. Waiver of Contractual Right.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- 23. General Compliance.** Consultant agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- 24. Notices.** All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing:

Town of Highland Park:

Tobin Maples
Town Administrator
4700 Drexel Dr.
Highland Park, TX 75205

Terracon Consultants, Inc:

Name: Roger Beahm, Jr.
Title: Principal
1801 Handley Ederville Rd.
Ft. Worth, TX 76118

With a copy to:

Messer Fort, PLLC
ATTN: Susan B. Thomas
6371 Preston Rd., Suite 200
Frisco, TX 75034

- 25. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 26. Effective Date.** This Agreement shall be effective as of the latest date written below.

SIGNATURE PAGE TO FOLLOW

Town of Highland Park, Texas

Terracon Consultants, Inc.

Signature

Name: _____

Title: _____

Date: _____



Signature

Name: Roger Beahm, Jr.

Title: Principal

Date: August 15, 2025



**Town of Highland Park
Town Council
Tuesday, September 16, 2025**

Item Coversheet

Review, discuss, and take action authorizing the Town Administrator to execute a professional services agreement with Kimley-Horn and Associates, Inc. for the Hackberry Creek Phase I landscaping design.

PRESENTED BY:

BACKGROUND:

The Town initiated design with Kimley-Horn Associates, Inc. in February 2023 for the Hackberry Creek Phase I Corridor improvement project (between Byron Avenue and Miramar Avenue) (see attached maps). The key design elements include erosion mitigation, creek wall replacement/repairs, replacement/repair of stormwater outfalls, sidewalk/stair replacement, and handrail replacement. In addition, this phase includes roadway and culvert improvements at the crossings of Beverly Drive and Miramar Avenue, as well as improvements to Tennis Court #1 (located within Prather Park). The Beverly Drive/Miramar Avenue crossings are under construction, and the Prather Park Pickleball Courts are complete.

As you may recall, the design contract for Phase I focused on the creek improvements and did not include landscaping design or enhancements. The majority of the landscaping improvements needed throughout the corridor are restorative in nature, requiring pruning and removing dead trees, as well as reestablishing grass or groundcover and strategically planting new trees. In addition, some limited hardscape, pathways, and bench pads will be constructed along the corridor and enhanced landscaping improvements for the Beverly Drive and Miramar Avenue crossing, which may include trees, planting beds, hardscape pathway/seating, and lighting.

The professional services agreement specifies that Kimley-Horn and Associates, Inc. will provide landscape design concepts and schematics for the half-mile stretch along the east and west side of Hackberry Creek between Byron Avenue and Miramar Avenue (Phase I Hackberry Creek). The estimated design cost is \$60,500. The design services will include conceptual and schematic landscape plans (30% design) for ground cover, sod, planting beds, and trees, as well as hard-scape elements including pathways, bench pads, lighting, and seating areas.

The construction cost for landscaping improvements is estimated at \$1,000,000.

RECOMMENDATION

Staff recommend approval authorizing the Town Administrator to execute a professional

services agreement with Kimley-Horn Associates, Inc. for the Hackberry Creek Phase I landscaping design.

FINANCIAL IMPACT

Funding for the design will be derived from the FY 24-25 Capital Improvement Plan, which includes \$150,000 within the Capital Fund.

Funding for construction will be derived from the FY 25-26 and FY 26-27 Capital Improvement Plan, which includes a total of \$1,000,000 within the Capital Fund.

ATTACHMENTS

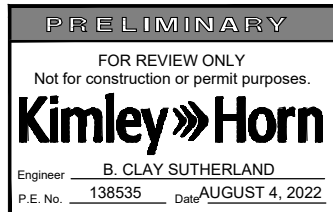
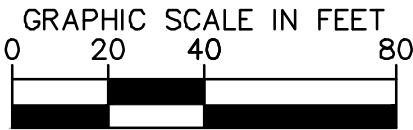
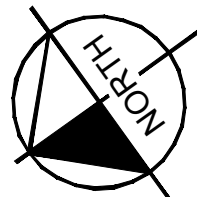
20220804_eConceptual_HACKBERRY CREEK NORTH,
20220804_eConceptual_HACKBERRY CREEK SOUTH, Letter Agreement - Hackberry Creek
Landscape Design



CONCEPTUAL SITE DESIGN
EXHIBIT

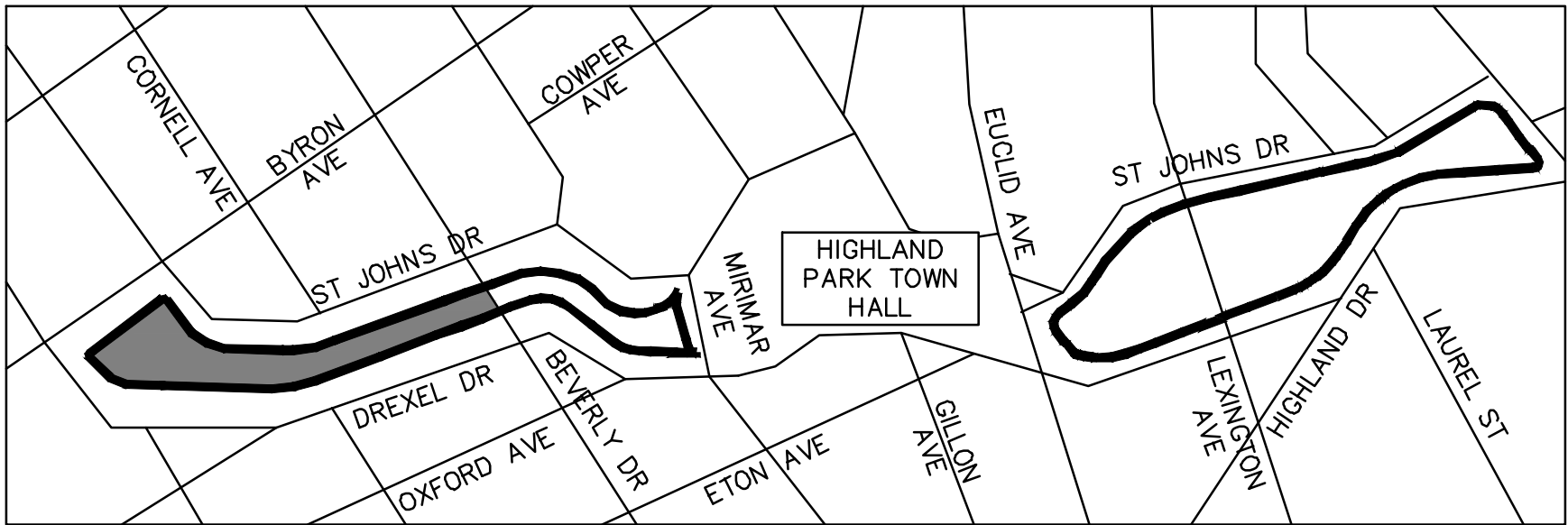
HACKBERRY CREEK NORTH

AUGUST 4, 2022



LEGEND	
	REMOVE EX WALL
	PROP WALL
	REPLACE EX WALL
	EX FEMA 100 YR FLOODPLAIN
	REPLACE CHAIN LINK FENCE
	REPLACE HANDRAIL
	REPLACE SIDEWALK
	REPLACE STAIRS
	REPLACE ASPHALT
	REPLACE CONCRETE
	REPLACE OUTFALL
	REPLACE BENCH

BENCHMARK #105: MAG NAIL WITH "YP CONTROL" SHINER SET IN THE BACK OF CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHLAND DRIVE AND ARMSTRONG AVENUE, BEING ±33' EAST OF THE CENTERLINE OF HIGHLAND DRIVE, ±16' WEST OF A LIGHT POLE AND ±22' NORTH OF THE CENTERLINE OF ARMSTRONG AVENUE. N: 6987637.17 E: 2491306.58 ELEV = 479.76	BENCHMARK #106: MAG NAIL WITH "YP CONTROL" SHINER SET IN THE BACK OF CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF ARMSTRONG AVENUE AND ST. JOHNS DRIVE, BEING ±17' SOUTH OF A OAK TREE AND ±52' NORTHEAST OF A SANITARY SEWER MANHOLE. N: 6987665.68 E: 2491580.30 ELEV = 491.54
BENCHMARK #119: MAG NAIL WITH "YP CONTROL" SHINER SET IN THE BACK OF CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF MIRAMAR AVENUE AND DREXEL DRIVE, BEING ±5' SOUTHEAST OF A LIGHT POLE, ±7' NORTH OF A STOP SIGN AND ±13' SOUTH EAST OF A STREET SIGN. N: 6990429.38 E: 2492531.08 ELEV = 516.26	BENCHMARK #120: MAG NAIL WITH "YP CONTROL" SHINER SET IN THE BACK OF CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF MIRAMAR AVENUE AND ST. JOHNS STREET, BEING ±11' SOUTHEAST OF A PET WASTE SIGN, ±40' NORTHEAST OF A GRATE INLET AND ±15' NORTHEAST OF A NO PARKING SIGN. N: 6990388.45 E: 2492661.86 ELEV = 514.15

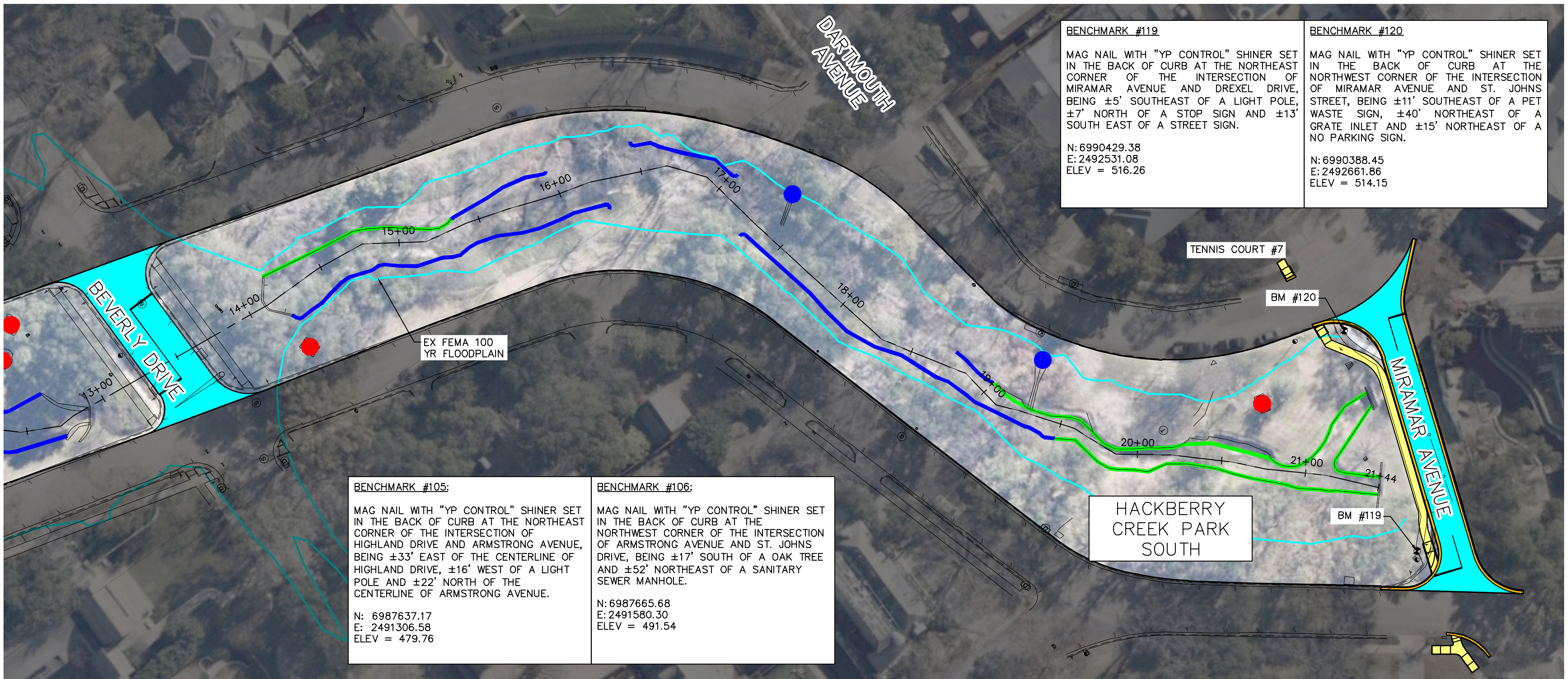


KEY MAP
SCALE: 1"=400

- FULL PROJECT LIMITS
- HACKBERRY CREEK NORHT LIMITS

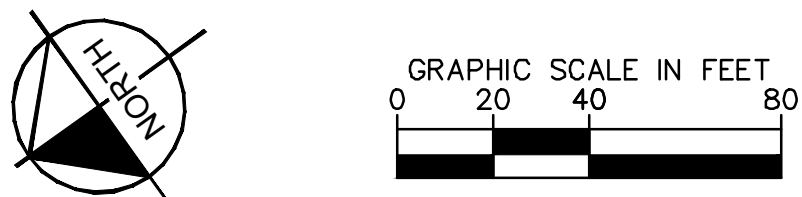
Kimley»Horn

2201 WEST ROYAL LANE, SUITE 275, IRVING, TX 75063
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM #F-928



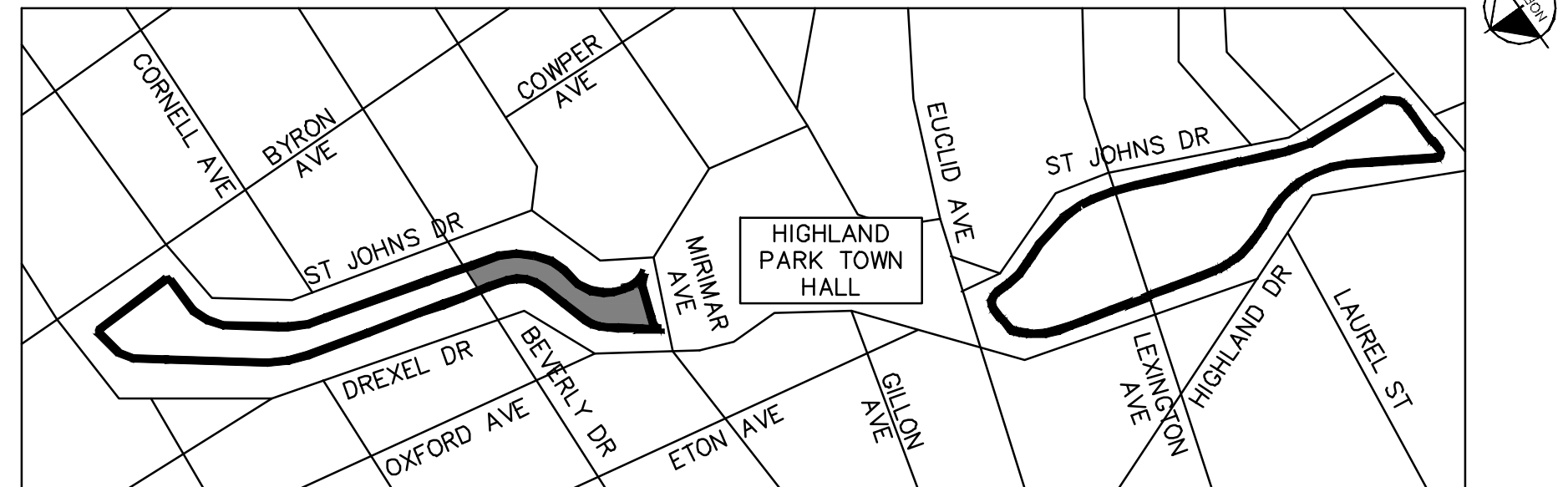
Highland Park
TEXAS

CONCEPTUAL SITE DESIGN
EXHIBIT
HACKBERRY CREEK SOUTH
AUGUST 4, 2022



PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: B. CLAY SUTHERLAND
P.E. No. 138535 Date: AUGUST 4, 2022

LEGEND	
—	REMOVE EX WALL
—	PROP WALL
—	REPLACE EX WALL
—	EX FEMA 100 YR FLOODPLAIN
x	REPLACE CHAIN LINK FENCE
—	REPLACE HANDRAIL
	REPLACE SIDEWALK
	REPLACE STAIRS
	REPLACE ASPHALT
	REPLACE CONCRETE
●	REPLACE OUTFALL
●	REPLACE BENCH



KEY MAP
SCALE: 1"=400
 FULL PROJECT LIMITS
 HACKBERRY CREEK NORTH LIMITS

Kimley»Horn
2201 WEST ROYAL LANE, SUITE 275, IRVING, TX 75063
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM #F-928



September 10, 2025

Lori Chapin, Director of Engineering
Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205

Re: Letter Agreement for Professional Services for
Hackberry Creek Corridor Enhancements Planting Improvements Phase I:
Byron Avenue to Miramar Avenue, Dallas, TX 75205

Dear Ms. Chapin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Town of Highland Park ("Town") for providing landscape architectural services for the Highland Park Hackberry Creek Phase I.

Project Understanding

We understand that the Town intends to provide planting reestablishment / landscape enhancements for the Hackberry Phase I design located along Hackberry Creek from Byron Avenue to Miramar Avenue, in Highland Park, Texas. Kimley-Horn's tasks will consist of landscape design plans for the planting re-establishment alongside creek wall improvements and other areas adjacent to the improvements as identified by the Town, and enhanced plantings at two (2) intersections, Beverly Drive and Miramar Avenue. These plans may not be in line with the hardscape design elements outlined in the Hackberry Creek Corridor Conceptual Design & Development Report by MESA.

Scope of Services

Kimley-Horn will provide the services specifically set forth below:

Task 1 Concept Design

(LS)

The Kimley-Horn team will participate in a site visit/walk to review and brainstorm ideas that will improve and enhance the almost half mile stretch alongside the creek between Byron Avenue and Miramar Avenue. This effort is intended to kick-start the concept design phase, take existing condition photographs and hand-sketch enhancement thoughts to be reviewed with the Town.

After the site visit and review of initial thoughts with the Town, Kimley-Horn will take any comments received and create a refined set of concept exhibits to be used in the Schematic Design task.

Meetings:

As a part of this task, Kimley-Horn will attend up to two (2) meetings, as noted below.

- Attendance at a project site visit/walk to view potential areas of landscape design / enhancements.
- Attendance to one (1) concept review meetings with Town

Deliverables:

- Concept design documentation including site visit photographs, inspiration imagery and hand sketch or computer-generated landscape design ideas.

Task 2 Schematic Design (LS)

Based upon the comments received at the end of Task 1, Kimley-Horn will further develop and refine the concept ideas into schematic plans and exhibits that illustrate the general enhancement scope.

The Schematic Design will include but not be limited to the following:

- Enhanced hardscape such as bluestone bench seating areas
- Enhanced planting zones

Meetings:

As a part of this task, Kimley Horn will attend two (2) Client meetings to review the schematic design exhibits for Client Approval. Client comments received in the Schematic Design review meetings will be incorporated into a final Schematic Design package.

Deliverables:

Kimley-Horn will prepare the following Schematic Design (30% level) deliverables for Client review:

- Overall rendered site key plan: one (1) 24"x36" sheet, scale 1"=40'
- Enlarged plans: 24"x36" sheets at 1"=20' to include planting and hardscape improvements
- Illustrative material boards / cutsheets, approximately two (2) 24"x36" sheets

If additional Client changes are required beyond those previously stated that require changes to the plans prior to commencement of the next task, this effort will be billed as an additional service on an hourly basis according to the negotiated Kimley-Horn rate schedule for the Client.

It is assumed that the Town will utilize the Schematic Design exhibits to implement improvements / enhancements.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Additional Geotech Report or Recommendations
2. Construction Documents
3. Irrigation Plans and Details
4. Tree mitigation plans
5. Demolition plans
6. Bid Phase Services
7. Construction Administration/Supervision
8. Survey or preparation of plats
9. Revisions Due to Changes in Regulations
10. Submittal, Permitting Fees, or Impact Fees
11. Easement Descriptions
12. Cost Estimates
13. Itemized Unit Price Bid Forms
14. Record Drawing Survey
15. Alta Land Title Survey
16. Water Quality and/or Detention/Retention ponds
17. Wetlands Permitting / Delineation
18. Construction Staking
19. LOMR/CLOMR Preparation
20. Slope Stability Design
21. Color rendered site plans
22. 3D renderings and fly through videos
23. Additional Site visits
24. Structural details for structure footings
25. Lighting plans
26. Additional work due to an increase in project size and scope
27. Any item not specifically included in the Scope of Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Current Design Plans for Hackberry Creek
2. Existing Survey Information for Site

3. Existing Utilities Information (water, wastewater, and storm drain) and Service Locations, Size, and Depth
4. Existing Franchise Utility information (electric, gas, and fiber/telephone) from the Franchise Utility Providers
5. Existing Geotechnical Report
6. Existing as-built/record drawings
7. Legal Description of Tract
8. Executed copy of this Agreement
9. Access to Property
10. Hackberry Creek Corridor: Conceptual Design and Development Report

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Current estimation is 6 weeks.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Concept Design	\$ 36,000
Task 2	Schematic Design	\$ 24,500
Total Lump Sum Fee		\$ 60,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Town" shall refer to Town of Highland Park.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: Nathan Ante, P.E.

Title: Senior Vice President



Brian Adams

Vice President

Town of Highland Park, Texas

A Municipality

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Official Seal:

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client's representative in writing and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, po-stage, supplies, project related computer time, and local mileage. Other direct expenses not heretofore mentioned will be billed at 1.15 times cost.
- (2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as agreed upon by the parties for delays or suspensions due to circumstances caused by any factor outside of the party's reasonable control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated, subject to Section 7 below.
- (4) **Method of Payment.** Client shall pay Consultant as follows:
 - (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax unless excused from such payments by law. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law, all as provided in the Texas Prompt Payment Act (Tex. Gov't Code ch. 2551). Further, if Client fails to pay any properly invoiced undisputed amount under this Agreement within 5 days after the expiration of the applicable 30-day period, and such failure continues for 10 business days after written notice thereof from Consultant, Consultant may suspend its services and withhold deliverables under this Agreement until such delinquent amounts are paid in full.
 - (b) [SUBSECTION DELETED]
 - (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
 - (d) [SUBSECTION DELETED]
 - (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- (5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's

sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom to the extent permitted by law, including the provisions of Article XI, §§ 5 and 7 of the Texas Constitution. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- (6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it may hire an independent cost estimator at Client's expense. Consultant's services required to bring costs within any limitation established by the Client and/or Client's independent cost estimator will be paid for as Additional Services.
- (7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of the termination, as well as for other reasonable expenses incurred by the Consultant as a direct result of such termination.
- (8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- (9) [SECTION DELETED]
- (10) [SECTION DELETED]
- (11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- (12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- (13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- (14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- (15) **Construction Phase Services.**
 - (a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - (b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the

purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- (c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- (16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- (17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material. Notwithstanding the above, nothing in this Section shall be construed as limiting or restricting Client's ability to respond to a lawful Public Information Act request. Client agrees to timely notify Consultant of any such request involving Consultant's confidential material, however Client shall be under no obligation to assist Consultant in challenging any such disclosure pursuant to the Public Information Act.
- (18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas, and any disputes, actions, or proceedings arising in connection with the Agreement shall be heard in a court of competent jurisdiction in Dallas County, Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (19) **Insurance.** Consultant shall maintain all insurance policies and coverage amounts required by the Town for performance of its obligations under this Agreement (see attached Town insurance requirements). Evidence demonstrating possession and maintenance of such coverage shall be provided in a form and manner acceptable to the Town within three (3) business days of execution of this Agreement.
- (20) **INDEMNIFICATION. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

THIS SECTION 20 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- (21) **Anti-Boycott Verification.** The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Anti-Boycott Verification," shall survive termination of this Agreement until the statute of limitations has run.
- (22) **Iran, Sudan and Foreign Terrorist Organizations.** The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made pursuant to Section 2252.152, Texas Government Code, and excludes the Consultant and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Consultant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Iran, Sudan and Foreign Terrorist Organizations," shall survive termination of the Agreement until the statute of limitations has run.
- (23) **Verifications Pursuant to Chapter 2276, Texas Government Code.** The Consultant hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Verifications Pursuant to Chapter 2276, Texas Government Code," shall survive termination of the Agreement until the statute of limitations has run.
- (24) **Verification Pursuant to Chapter 2274, Texas Government Code.**
The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any:
- (a) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association during the term of this Agreement.
- The foregoing verification is made pursuant to Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, "firearm entity" shall have the meaning assigned to such term in Section 2274.001(6), Texas Government Code, and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7), Texas Government Code. The Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Consultant and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section, Verification Pursuant to Chapter 2274, Texas Government Code", shall survive termination of the Agreement until the statute of limitations has run.
- (25) **Form 1295.** Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.