



**HIGH HAWK PUBLIC IMPROVEMENT DISTRICT
BOARD MEETING
SPRING CREEK BARBEQUE, 4108 S CARRIER PARKWAY, GRAND
PRAIRIE, TEXAS
THURSDAY, JUNE 06, 2024 AT 6:30 PM**

AGENDA

CALL TO ORDER

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

AGENDA ITEMS

1. Consider Minutes of April 2, 2024 Meeting
2. Consider proposal from Flock Safety in the amount of \$13,500.00 to install 2 Condor Cameras Live & Record at 4703 High Hawk Park Restrooms & Pavilion.
3. Consider proposal from Classic Construction for the storage of bricks for phase 5 of the wall project:
 - Option 1. Rental of forklift, 18-Wheeler to Transport material \$7,540.00 and monthly rate for storage unit \$546.00 located off site.
 - Option 2. Fence in bricks located within the cul de sac of Soaring Eagle for \$291.05 a month
4. Consider proposal from Brick & Stone Master in the amount of \$6,160.00 to repair screen panels at 2251 Tawny Owl Rd
5. Consider proposals to install lighting in the park at 4731 High Hawk from:
 1. AllBright Solutions in the amount of \$69,579.00
 2. Nicolson Construction in the amount of \$65,713.00
 3. Classic Construction in the amount of \$59,142.00
6. Consider proposal from Classic Construction in the amount of \$20,825.00, to install lighting at Clark intersection.
7. Discussion of Budget to Actual Financial Report for May 28, 2024

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, this meeting agenda was prepared and posted Month XX, 2021.

This location is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8091 or email LHarriss@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.

A handwritten signature in black ink, appearing to read "Lee Harris", is written over a solid black horizontal line.

*Lee Harris, CPA
Special District Administrator, Finance Department*



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Ferronica Briggs

PRESENTER: Mike Carroll, President

TITLE: Consider Minutes of April 2, 2024 Meeting

High Hawk Public Improvement District #9

Board Meeting Minutes

April 02, 2024 5:30p.m.

The Summit, 2975 Esplanade, Grand Prairie, TX 75052

Attendees:

**City Of Grand Prairie Rep. Lee Harriss
Ferronica Briggs Community Manager for PID**

PID Advisory Board:

PRESIDENT	Michel Carroll
VICE PRESIDENT	Michael Boyle (did not attend)
SECRETARY	Derrick Jones
TREASURER	Derrick Jones
Board Member	Clem Smith
Board Member	Donald Owens

CALL TO ORDER:

The PID meeting was called to order at 6:51pm by Mr. Mike Carroll

MINUTES: were not approved due to quorum wasn't met at the start of the meeting.

Citizens Forum: Homeowners spoke out about voting on the parking and short-term rentals.

Projects Report:

Derrick Jones Presented the Proposal for Landscaping companies. The PID Board Considered the proposal for Landscaping Companies and the Board decided on Landscaping Partners.

The Board tabled the Marque on Camp Wisdom/ Swanson project for now.

The Flock Cameras are tabled till next meeting.

The High Hawk Park and Clark Trail intersection lighting is tabled to next meeting.

Discuss Security Patrol to drive through 4703 High Hawk Park tabled till next meeting.

Budget:

Lee Harriss the City of Grand Prairie Rep went over the March 2024 budget.

Citizen Forum: No Citizen spoke at this time.

Meeting Adjournment: 7:51pm



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs

TITLE: Consider proposal from Flock Safety in the amount of \$13,500.00 to install 2 Condor Cameras Live & Record at 4703 High Hawk Park Restrooms & Pavilion.

ANALYSIS:

Flock Safety + TX - High Hawk PID

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Chris Wess
chris.wess@flocksafety.com
3305075144

Created Date: 05/07/2024
Expiration Date: 05/17/2024
Quote Number: Q-79044
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 300 West Main Street Grand Prairie, Texas 75050

Ship To: 5051 Prairie Falcon Court Grand Prairie, Texas 75052

Billing Company Name: TX - High Hawk PID
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	\$750.00	2	\$1,500.00

Subtotal Year 1:	\$7,500.00
Annual Recurring Subtotal:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$13,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$7,500.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$13,500.00

*Tax not included

Item 2.

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 06/06/2024
REQUESTER: Ferronica Briggs
PRESENTER: Ferronica Briggs CAM

TITLE: Consider proposal from Classic Construction for the storage of bricks for phase 5 of the wall project:
Option 1. Rental of forklift, 18-Wheeler to Transport material \$7,540.00 and monthly rate for storage unit \$546.00 located off site for up to 24 months for a total amount not to exceed \$20,644
Option 2. Fence in bricks located within the cul-de-sac of Soaring Eagle for \$291.05 a month for up to 24 months for a total amount not to exceed \$6,985.20

The duration of time for which these are required to be stored is unknown at this time. The not to exceed amount allows for up to 24 months of storage.

Ferronica Briggs

From: Victor Contreras <victor@classicconstruction.com>
Sent: Tuesday, May 14, 2024 12:34 PM
To: Ferronica Briggs
Subject: RE: High Hawk

Caution: [EXTERNAL EMAIL] This email originated from outside the company.

Storage unit to be left onsite? (This will included fees to rent forklift to move materials into storage unit and monthly fees for storage onsite.) *Did research not cost effective as three containers will be needed onsite for this.*

Or

Move materials to a storage unit? (This will include forklift rental, large flatbed rental to move material and forklift offsite to storage unit, and monthly rental fees for unit) *Rental of forklift, 18 Wheeler to Transport material, and monthly rate for storage unit until ready to move forward with project. Rental for Forklift and 18 wheeler transport \$7,540.00 and \$546.00 Monthly*

The option for fencing onsite would only be monthly fee for fence until start of project. *Leave material on cul-de-sac and fence around area \$291.05 Monthly, would be billed three months in advanced until project is ready to start. (Best Option budget wise)*

Please let me know how the property would like to proceed so that we can schedule accordingly.

Thanks,



Victor Contreras

Senior Estimator
☎ 469.475.8167 📞 972.272.8854
✉ victor@classicconstruction.com
📍 406 South Yale Dr. Garland, TX 75042
www.classicconstruction.com

Victor Contreras



From: Ferronica Briggs <FBriggs@principal-mgmt.com>
Sent: Wednesday, May 1, 2024 10:04 AM
To: Victor Contreras <victor@classicconstruction.com>; Michelle Velazquez <michelle@classicconstruction.com>
Subject: RE: High Hawk

Can you provide a cost estimate for each method Victor?



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs CAM

TITLE: Consider proposal from Brick & Stone Master in the amount of \$6,160.00 to repair screen panels at 2251 Tawny Owl Rd

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs CAM

TITLE: Consider proposals to install lighting in the park at 4731 High Hawk from:

1. AllBright Solutions in the amount of \$69,579.00
2. Nicolson Construction in the amount of \$65,713.00
3. Classic Construction in the amount of \$59,142.00



Project Proposal

April 22, 2024

BU127557

High Hawk
c/o Principal Management Group of North Texas
801 E. Campbell Suite 620
Richardson, TX 75081
ATTN: Ferronica Briggs

Proposal For: Park Lighting Quote(Allbright Solutions)

Original Work Requested:

Solution Proposed:

Please see Exhibit A for full scope of work

Payment Terms

50% payment is due before commencement of work. The remaining 50% is due upon completion.

Total Price	\$ 69,579.00
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We look forward to the opportunity of providing services in your community. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Brett Russell
Associa OnCall
Associa OnCall
0

801 E. Campbell Suite 620, Richardson, TX 75081

www.associaoncall.com - NTX@AssociaOnCall.com

Initial: _____/ _____



Project Proposal

Exhibit: "A"

April 22, 2024

Proposal For: Park Lighting Quote(Allbright Solutions)

Park Lighting

- Proposed locations for light fixtures attached below but can be changed upon property request if needed.
- Install (4) model #4003, 14', 45 watt led pole and fixtures around parking lot (locations to be determined later).
- Install (1) model #4003 pole and fixture along walkway to bathrooms (location to be determined later).
- Light fixtures have options on lighting (to be chosen by property prior to order) 3000K (Warmer White), 4000k (Natural White), 5000K Cool White
- Lumen Range of 5,000 - 5,500.
- Poles to be installed and set on concrete bases with pier.
- Install new underground wiring from restroom building to each new pole location.
- Concrete pier to be installed 6' deep with #4 rebar, concrete strength of 3500 PSI
- Sawcut sidewalk at restrooms to allow for new conduit installation.
- Concrete to be 4" thick, #4 rebar every 12" on center, concrete strength of 3500 PSI, with light broom finish.
- Once conduit is installed install new concrete to match existing as close as possible.
- New lighting to be photocell controlled.
- Remove and dispose of all construction related debris.

By signing below, Customer and Contractor each acknowledges that it has read and understands the above and attached terms and conditions and that it accepts and agrees to be bound by such. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

BY: _____
For:Principal Management Group of North Texas

BY: _____
For:High Hawk

801 E. Campbell Suite 620, Richardson, TX 75081 - p f

www.associaoncall.com - NTX@AssociaOncall.com

Initial: _____/ _____

Terms & Conditions

1. **LICENSING:** Contractor is duly licensed under the law and statutes of the State of Texas.
City of Dallas Building Contractor

2. **Exclusions & Qualifications:** A reasonable allowance on all dimensions shall be allowed. Site will be received free of debris and ready to commence work. This contract provides for no import, export or movement of soil unless indicated here:
N/A

3. **TIME LIMIT:** This proposal is valid for 30 days from the date herein above written. At which time the contractor reserves the right to resubmit an updated proposal to the client based on current market pricing and conditions.

4. **ADDITIONAL WORK:** Should Client or his agents direct or request additional work outside the scope of the attached plans and specifications, then Contractor shall perform that work and the cost of the additional work shall be added to the contract price in accordance with a signed change order and paid by the Client as agreed. Contractor shall be reimbursed for any unusual or unknown conditions such as rock and high water table, etc.

5. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made to him under this agreement. Such action by Contractor shall not, in any manner, be deemed a breach of this contract by Contractor.

6. **DELAYS:** Contractor shall be excused for any delays or defaults by him in the performance of this agreement caused by acts of the Client or Client's agents, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortages of required labor or materials, litigation, labor disputes, extra work, failure of the Client to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of the Contractor.

7. **CONTRACTOR RESPONSIBILITIES:**
 - a. **LIENS:** Contractor will be responsible for discharging all liens filed as a result of the work, providing the Contractor has been paid in full.
 - b. **CONTRACTOR LIABILITY:** Contractor assumes full responsibility for any payments to his employees and agents and subcontractors and subcontractors' employees and agents when acting under Contractors directions, so long as Contractor has been paid in full.
 - c. **PERMITS:** Contractor will NOT apply and pay for all construction permits as necessary unless itemized in an addendum.
 - d. **WORKERS COMPENSATION AND LIABILITY INSURANCE:** Contractor shall provide and maintain during the continuance of this agreement, a policy of workers' compensation and liability insurance for the protection of his employees and Client's property.

8. **AGREEMENT, SPECIFICATIONS & PLANS:** This agreement, the plans for the project, and the specifications for the project, are intended to supplement each other so that any work mentioned in one such instrument but not the others, shall be performed in the same manner as if mentioned in all such instruments. If a conflict arises between such instruments, the specifications shall control the plans and this agreement shall control both the plans and specifications.

9. **PRIOR AGREEMENTS:** This instrument constitutes the sole and only agreement of the parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other, as of this date. Any prior agreements, promises, negotiation, or representations not expressly set forth in this agreement are of no force and effect.

Terms & Conditions (Continued)

10. **MODIFICATION AND PAYMENT FOR MODIFICATION:** The Client and Contractor must agree in writing to any modification or addition to the work covered by this contract. The Contractor shall do no extra work without the written authorization of the Client. Any written agreement shall list the agreed price and any changes in terms, and be signed by both parties. Any Change Orders for changes or extra work shall be incorporated in, and become part of this contract. Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments made under payments schedule.
11. **NO FAULT DAMAGE—FIRE AND ACTS OF GOD:** If the project or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any other way damage through no fault of the Contractor, any work done or materials furnished by contractor in restoring or rebuilding the project shall be paid for by Client, as an "extra" if Client elects to rebuild. If Client elects not to rebuild, Contractor shall be paid for all work done and materials prepared, ordered, and in place prior to the event causing the damage. This payment will include a reasonable profit and overhead. Client must elect to rebuild or not within (30) days of damage or destruction of the project. If Client fails to make such election, Contractor may terminate this agreement, and shall be paid in the same manner as if the Client elected not to rebuild.
12. **ENFORCEMENT:** In the event of the parties hereto becoming involved in litigation arising out of this Agreement or the performance or breach thereof the court in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney's fees to the prevailing party. The court shall not be bound by any court fee schedule and may, in the interest of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith
13. **GUARANTEE OF WORKMANSHIP:** Work performed under this contract shall be completed in a workmanlike manner. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a workmanlike manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees: (1) not to exceed ninety (90) days unless otherwise specifically state d; (2) on installed ore repaired hardscape against cracking, settling, raising, or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling.
- a. **BROOM CLEAN CONDITION:** On completion of the project, Contractor shall remove all debris and surplus materials of his own making from the site of the project and leave such site in "broom clean" condition.
- b. **MATCHING COLOR AND TEXTURE:** Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard texture colored material, but does not guarantee a perfect match.
14. **WARRANTY:** Guarantees and warranties are effective only if Client has complied with all the terms and conditions, payments and other provision of this contract.
15. **WARRANTY LIMITS:** The liability of the contractor for defective materials or installations is hereby limited to the replacement or correction of such defect and/or installation. No other claims or demands what-so-ever shall be made upon or allowed against the Contractor. This limited warranty extends only to the Client and is not transferable. There is neither implied warranty of merchant ability nor implied warranty of fitness for any particular purpose. There are no warranties, either expressed or implied, which extend beyond the description contained in this paragraph. This warranty shall terminate one year from the date of final inspection or the date of completion, whichever is sooner.
16. **CLIENT RESPONSIBILITIES:**
- a. **PROPERTY LINES, EASEMENTS, AND ACCESSIBILITY:** Client shall be responsible for the location of property lines, easements an providing access for Contractor. Any work stoppage and/or change or work because of property line disputes or accessibility shall be treated as additional work and so charged.
- b. **UNDERGROUND UTILITIES:** Client shall be responsible for location and depth of underground utility lines and/or systems.
- c. In Compliance with Federal and State law, Client agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor cost of rented units. Client agrees to provide electricity and water at job site as may be required by Contractor to work herein.
- d. Client or Client's agent shall be responsible to coordinate the respective trades to ensure efficient and economical accomplishment of the work.

801 E. Campbell Suite 620, Richardson, TX 75081

www.associaoncall.com - NTX@AssociaOncall.com

Initial: _____/_____

page 3

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Terms & Conditions (Continued)

- e. **MAINTENANCE RESPONSIBILITIES:** Unless specifically included in the scope of work, Client and not Contractor, is responsible for any existing conditions. In the event that any existing conditions are “illegal” or not in conformity with existing building code requirements, and Contractor is required by either Client, or anyone else, to repair, or bring those conditions up to code will be treated as additional work and so charged.
- 17. **ASBESTOS, TOXIC MATERIAL AND HAZARDOUS WASTE:** Unless the contract specifically calls for the removal, disturbance or transportation of asbestos, toxic material, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Client to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor’s option. Said work will be treated as an extra under this contract.
- 18. **VALIDITY AND DAMAGES:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby any damages for which Contractor may be liable to Client shall not, in any event, exceed the cash price of this contract.
- 19. **CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

Attachments of other documents hereby made part of this agreement:

<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Additional Scope of Work
<input type="checkbox"/> Plans	<input type="checkbox"/> Additional Specs
<input type="checkbox"/> Other	N/A

By signing below, Customer and Contractor each acknowledges that it has read and understands the above and attached terms and conditions and that it accepts and agrees to be bound by such. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

BY: _____
For:Principal Management Group of North Texas

BY: _____
For:High Hawk

801 E. Campbell Suite 620, Richardson, TX 75081

www.associaoncall.com - NTX@AssociaOnCall.com

Initial: _____/_____



Project Proposal

April 29, 2024

BU127557

High Hawk
c/o Principal Management Group of North Texas
801 E. Campbell Suite 620
Richardson, TX 75081
ATTN: Ferronica Briggs
Proposal For: Park Lighting Quote(Nicolson Construction)
Original Work Requested:

Solution Proposed:

Please see Exhibit A for full scope of work

Payment Terms

50% payment is due before commencement of work. The remaining 50% is due upon completion.

Total Price	\$ 65,713.00
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We look forward to the opportunity of providing services in your community. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Brett Russell
Associa OnCall
Associa OnCall
0

801 E. Campbell Suite 620, Richardson, TX 75081

www.associaoncall.com - NTX@AssociaOnCall.com

Initial: _____/ _____



AssociaOnCall
Expert service from a trusted neighbor

Project Proposal

Exhibit: "A"

April 29, 2024

Proposal For: Park Lighting Quote(Nicolson Construction)

Park Lighting

- Proposed locations for light fixtures attached below but can be changed upon property request if needed.
- Install (4) model #4003, 14', 45 watt led pole and fixtures around parking lot
- Install (1) model #4003 pole and fixture along walkway to bathrooms
- Light fixtures have options on lighting (to be chosen by property prior to order) 3000K (Warmer White), 4000k (Natural White), 5000K Cool White
- Poles to be installed and set on concrete bases with pier to ensure movement is minimal.
- Install new underground wiring from common area building to each new pole location.
- Concrete pier to be installed 6' deep with #4 rebar, concrete strength of 3500 PSI
- Sawcut sidewalk is required at restrooms to allow for new conduit installation.
- Concrete to be 4" thick, #4 rebar every 12" on center, concrete strength of 3500 PSI, with light broom finish.
- Once conduit is installed install new concrete to match existing as close as possible.
- New lighting to be photocell controlled.
- Remove and dispose of all construction related debris.

By signing below, Customer and Contractor each acknowledges that it has read and understands the above and attached terms and conditions and that it accepts and agrees to be bound by such. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

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BY: _____
For:High Hawk

801 E. Campbell Suite 620, Richardson, TX 75081 - p f
www.associaoncall.com - NTX@AssociaOncall.com

Initial: _____/ _____

Terms & Conditions

1. **LICENSING:** Contractor is duly licensed under the law and statutes of the State of Texas.
City of Dallas Building Contractor

2. **Exclusions & Qualifications:** A reasonable allowance on all dimensions shall be allowed. Site will be received free of debris and ready to commence work. This contract provides for no import, export or movement of soil unless indicated here:
N/A

3. **TIME LIMIT:** This proposal is valid for 30 days from the date herein above written. At which time the contractor reserves the right to resubmit an updated proposal to the client based on current market pricing and conditions.

4. **ADDITIONAL WORK:** Should Client or his agents direct or request additional work outside the scope of the attached plans and specifications, then Contractor shall perform that work and the cost of the additional work shall be added to the contract price in accordance with a signed change order and paid by the Client as agreed. Contractor shall be reimbursed for any unusual or unknown conditions such as rock and high water table, etc.

5. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made to him under this agreement. Such action by Contractor shall not, in any manner, be deemed a breach of this contract by Contractor.

6. **DELAYS:** Contractor shall be excused for any delays or defaults by him in the performance of this agreement caused by acts of the Client or Client's agents, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortages of required labor or materials, litigation, labor disputes, extra work, failure of the Client to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of the Contractor.

7. **CONTRACTOR RESPONSIBILITIES:**
 - a. **LIENS:** Contractor will be responsible for discharging all liens filed as a result of the work, providing the Contractor has been paid in full.
 - b. **CONTRACTOR LIABILITY:** Contractor assumes full responsibility for any payments to his employees and agents and subcontractors and subcontractors' employees and agents when acting under Contractors directions, so long as Contractor has been paid in full.
 - c. **PERMITS:** Contractor will NOT apply and pay for all construction permits as necessary unless itemized in an addendum.
 - d. **WORKERS COMPENSATION AND LIABILITY INSURANCE:** Contractor shall provide and maintain during the continuance of this agreement, a policy of workers' compensation and liability insurance for the protection of his employees and Client's property.

8. **AGREEMENT, SPECIFICATIONS & PLANS:** This agreement, the plans for the project, and the specifications for the project, are intended to supplement each other so that any work mentioned in one such instrument but not the others, shall be performed in the same manner as if mentioned in all such instruments. If a conflict arises between such instruments, the specifications shall control the plans and this agreement shall control both the plans and specifications.

9. **PRIOR AGREEMENTS:** This instrument constitutes the sole and only agreement of the parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other, as of this date. Any prior agreements, promises, negotiation, or representations not expressly set forth in this agreement are of no force and effect.

Terms & Conditions (Continued)

10. **MODIFICATION AND PAYMENT FOR MODIFICATION:** The Client and Contractor must agree in writing to any modification or addition to the work covered by this contract. The Contractor shall do no extra work without the written authorization of the Client. Any written agreement shall list the agreed price and any changes in terms, and be signed by both parties. Any Change Orders for changes or extra work shall be incorporated in, and become part of this contract. Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments made under payments schedule.
11. **NO FAULT DAMAGE—FIRE AND ACTS OF GOD:** If the project or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any other way damage through no fault of the Contractor, any work done or materials furnished by contractor in restoring or rebuilding the project shall be paid for by Client, as an "extra" if Client elects to rebuild. If Client elects not to rebuild, Contractor shall be paid for all work done and materials prepared, ordered, and in place prior to the event causing the damage. This payment will include a reasonable profit and overhead. Client must elect to rebuild or not within (30) days of damage or destruction of the project. If Client fails to make such election, Contractor may terminate this agreement, and shall be paid in the same manner as if the Client elected not to rebuild.
12. **ENFORCEMENT:** In the event of the parties hereto becoming involved in litigation arising out of this Agreement or the performance or breach thereof the court in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney's fees to the prevailing party. The court shall not be bound by any court fee schedule and may, in the interest of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith
13. **GUARANTEE OF WORKMANSHIP:** Work performed under this contract shall be completed in a workmanlike manner. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a workmanlike manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees: (1) not to exceed ninety (90) days unless otherwise specifically state d; (2) on installed ore repaired hardscape against cracking, settling, raising, or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling.
- a. **BROOM CLEAN CONDITION:** On completion of the project, Contractor shall remove all debris and surplus materials of his own making from the site of the project and leave such site in "broom clean" condition.
- b. **MATCHING COLOR AND TEXTURE:** Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard texture colored material, but does not guarantee a perfect match.
14. **WARRANTY:** Guarantees and warranties are effective only if Client has complied with all the terms and conditions, payments and other provision of this contract.
15. **WARRANTY LIMITS:** The liability of the contractor for defective materials or installations is hereby limited to the replacement or correction of such defect and/or installation. No other claims or demands what-so-ever shall be made upon or allowed against the Contractor. This limited warranty extends only to the Client and is not transferable. There is neither implied warranty of merchant ability nor implied warranty of fitness for any particular purpose. There are no warranties, either expressed or implied, which extend beyond the description contained in this paragraph. This warranty shall terminate one year from the date of final inspection or the date of completion, whichever is sooner.
16. **CLIENT RESPONSIBILITIES:**
- a. **PROPERTY LINES, EASEMENTS, AND ACCESSIBILITY:** Client shall be responsible for the location of property lines, easements an providing access for Contractor. Any work stoppage and/or change or work because of property line disputes or accessibility shall be treated as additional work and so charged.
- b. **UNDERGROUND UTILITIES:** Client shall be responsible for location and depth of underground utility lines and/or systems.
- c. In Compliance with Federal and State law, Client agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor cost of rented units. Client agrees to provide electricity and water at job site as may be required by Contractor to work herein.
- d. Client or Client's agent shall be responsible to coordinate the respective trades to ensure efficient and economical accomplishment of the work.

801 E. Campbell Suite 620, Richardson, TX 75081

www.associaoncall.com - NTX@AssociaOncall.com

Initial: _____/_____

Terms & Conditions (Continued)

- e. **MAINTENANCE RESPONSIBILITIES:** Unless specifically included in the scope of work, Client and not Contractor, is responsible for any existing conditions. In the event that any existing conditions are “illegal” or not in conformity with existing building code requirements, and Contractor is required by either Client, or anyone else, to repair, or bring those conditions up to code will be treated as additional work and so charged.
17. **ASBESTOS, TOXIC MATERIAL AND HAZARDOUS WASTE:** Unless the contract specifically calls for the removal, disturbance or transportation of asbestos, toxic material, or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Client to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor’s option. Said work will be treated as an extra under this contract.
18. **VALIDITY AND DAMAGES:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby any damages for which Contractor may be liable to Client shall not, in any event, exceed the cash price of this contract.
19. **CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

Attachments of other documents hereby made part of this agreement:

<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Additional Scope of Work
<input type="checkbox"/> Plans	<input type="checkbox"/> Additional Specs
<input type="checkbox"/> Other	N/A

By signing below, Customer and Contractor each acknowledges that it has read and understands the above and attached terms and conditions and that it accepts and agrees to be bound by such. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

BY: _____
For:Principal Management Group of North Texas

BY: _____
For:High Hawk

801 E. Campbell Suite 620, Richardson, TX 75081

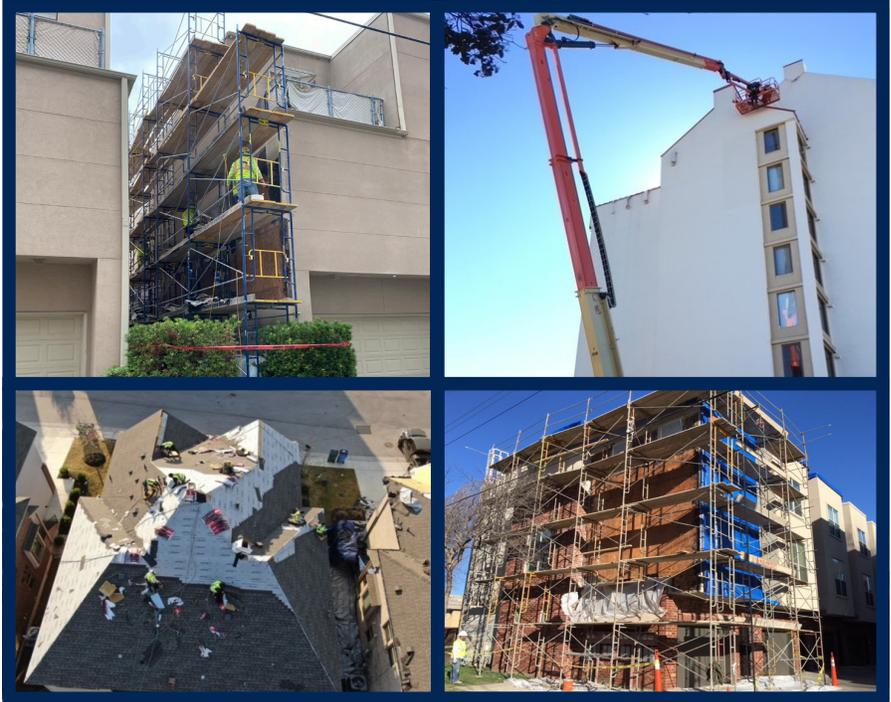
www.associaoncall.com - NTX@AssociaOncall.com

Initial: _____/_____

CLASSIC CONSTRUCTION

encompasses a vast variety of building knowledge, not only in cosmetic and structural application, but also in the understanding and handling of construction. We have a full administrative staff as well as project managers who will manage the scope of work from beginning to completion.

With over \$100 million in reconstruction to date, our combined knowledge and experience, coupled with skilled tradesmen, allow us to handle capacities of single-family, mid-rise and high-rise projects.



AREAS OF EXPERTISE

24-HOUR EMERGENCY SERVICES

- 🏠 Fire & Smoke Restoration
- 🏠 Water Mitigation
- 🏠 Structural Drying
- 🏠 Content Packing & Storage
- 🏠 Emergency Board Up
- 🏠 Emergency Roof Tarping

ENVIRONMENTAL SERVICES

- 🏠 Mold Remediation
- 🏠 Asbestos Abatement
- 🏠 Trauma/ Crime Scene Clean-up
- 🏠 Biohazard

BUILDING ENVELOPE

- 🏠 EIFS & Stucco
- 🏠 Vinyl siding
- 🏠 Wood/Hardie Plank
- 🏠 Brick

ROOFING

- 🏠 Free Inspections
- 🏠 Asphalt shingle
- 🏠 TPO Flat
- 🏠 Concrete/ Tile
- 🏠 Modified Bitumen

MASONRY

- 🏠 Retaining walls
- 🏠 Floating brick panels & columns
- 🏠 Monuments

GENERAL CONSTRUCTION

- 🏠 Paint
- 🏠 Foundation Repairs
- 🏠 Fences, Decks, Balconies
- 🏠 Concrete/Pavement/Asphalt
- 🏠 Exterior Repairs

BUILDING DEFECTS

- 🏠 Interior Mechanical Systems
- 🏠 Intrusive testing
- 🏠 Repairs temporary/permanent
- 🏠 Full post litigation reconstruction
- 🏠 Construction management
- 🏠 Observations Documentation
- 🏠 Preservation of evidence



is pleased to provide the following Proposal for
Park Lights Installation 02/24
58511

Proposal Prepared for:

High Hawk

4730 High Hawk Blvd.,
Grand Prairie, Tx 75052

Presented by:

Victor Contreras

victor@classicconstruction.com 972-272-8854

02 / 15 / 2024





Project Summary.

The following proposal is to install light to the perimeter of park parking lot and 1 light fixture along park walkway at High Hawk. Supporting Documents to the scope of work can be found in Exhibit A.

<p>Proposed Scope Of Work:</p> <p>Park Lighting</p> <ul style="list-style-type: none"> Proposed locations for light fixtures attached below but can be changed upon property request if needed. Install (4) model #4003, 14', 45 watt led pole and fixtures around parking lot (locations to be determined later). Install (1) model #4003 pole and fixture along walkway to bathrooms (location to be determined later). Light fixtures have options on lighting (to be chosen by property prior to order) 3000K (Warmer White), 4000k (Natural White), 5000K Cool White Lumen Range of 5,000 - 5,500. Poles to be installed and set on concrete bases with pier. Install new underground wiring from restroom building to each new pole location. Concrete pier to be installed 6' deep with #4 rebar, concrete strength of 3500 PSI Sawcut sidewalk at restrooms to allow for new conduit installation. Concrete to be 4" thick, #4 rebar every 12" on center, concrete strength of 3500 PSI, with light broom finish. Once conduit is installed install new concrete to match existing as close as possible. New lighting to be photocell controlled. Remove and dispose of all construction related debris. <p>Labor and Materials - \$59,142.00</p>
--

Total \$59,142.00

Terms & Conditions.

This proposal, executed on this _____ day of _____, _____ by and between Classic Construction & Restoration, Inc. ("Classic" or "Contractor") and _____ on behalf of High Hawk("Client") constitutes as the complete agreement for Contractor to furnish all necessary materials and perform all work necessary to complete Project # 58511 Park Lights Installation 02/24, located at 4730 High Hawk Blvd., Grand Prairie, Tx 75052 (the "Property"). All attachments referenced herein and any subsequent amendment, change order, or modification of the Contract, if any, are deemed part of this Contract and are incorporated herein by reference.

1. **All work to be performed** hereunder will be performed by the Contractor and/or the Contractor's bona-fide subcontractors. All work performed will be the responsibility of the Contractor (including the Contractor's guarantee as set forth herein) as fully as though the said work had been performed by the Contractor. Client agrees not to contract directly with any of Classic's employees or subcontractors. In addition, the Client will have such remedies as may be permitted by law against such subcontractor or other person.

The work to be performed does not include structural related items that would require evaluation by a professional structural engineer. However, if Contractor identifies any structural issues that should be evaluated by a professional engineer, Contractor will inform the Client.

2. Liability/Indemnification. The Contractor hereby agrees to indemnify and hold Client harmless against any and all claims by any person for work performed or materials or equipment supplied in connection with the services which are the subject matter of this Contract unless such claim(s) are a result of Client's actions and/or inactions (including but not limited to nonpayment, interference with the performance of the work, performing a portion of the work independently, making a side agreement with a subcontractor, etc.). Contractor agrees to use due care, skill, and diligence in the performance of its obligations under this Contract and all work performed or to be performed by the Contract or hereunder will be performed in a good and workmanlike manner, free from all defects.

3. Relationship of Client and Contractor. All work performed by Contractor pursuant to this Contract will be as an independent contractor. Neither Contractor nor any of its employees, agents, or subcontractors shall be considered an employee of the Client. All workmen and laborers of Contractor performing any obligation under this Contract shall be the employees or subcontractors of Contractor and shall in no way be considered the employees of the Client. Contractor shall have exclusive authority to manage, direct, and control the work to be performed. The Contractor is responsible for the acts and omissions of its employees and will enforce strict discipline among its employees and will not employ on this project anyone not skilled in the task assigned.

4. Assignment. Contractor may not assign this Contract without the prior written consent of the Client.

5. Binding Effect. This Contract inures to the benefit of, and is binding upon, each party's heirs, successors, executors, administrators, and assigns. The representative executing this Contract on behalf of Client agrees and represents that it possesses full authority to execute this Contract on behalf of Client. This Contract is made only for the benefit of Client and Contractor and is not made for the benefit of any third party, including without limitation any individual residents.

6. Insurance. The Contractor will provide, at Contractor's sole cost and expense, such insurance, including workers' compensation insurance for Contractor's employees and public liability insurance.

7. Permits/Licenses. Contractor agrees to obtain all permits and governmental fees, licenses, and inspections that may be necessary for the proper execution and completion of the work, to include all necessary permits and fees that may be required by the local governing body. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the performance of the work performed under this Contract.

8. Termination. In the event the Contractor materially breaches this Contract, Client may terminate this Contract upon thirty days' written notice to the Contractor. Amounts owed to Contractor in the event of termination of the Contract will be for all work performed through the notice date and for all materials purchased, in whole or in part, through the notice date.

9. Governing Law & Venue. This Contract shall be governed and adjudicated under the Laws of the State of Texas, Tarrant County.

10. Attorneys' Fees. In the event of litigation relating to the subject matter of this Contract, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

11. Notice. Any written notice required under this Contract shall be provided by U.S. Certified Mail to each party as follows:

Classic Construction and Restoration, Inc.	Client: High Hawk
ATTN: Aaron Painter 406 S. Yale Dr. Garland, TX 75042	ATTN: _____ Client Initials

12. Schedule. Contractor agrees to begin such work as per agreed upon start date and to complete it as soon as reasonably possible in the regular and customary course of business, given any limitations imposed by inclement weather. Classic does not make any guarantee of, and this Contract does not require or imply, any completion date; Completion date to be determined after settlement of claim and schedule can be put in place. Upon discovery of hidden defects or damage NOT reflected on the scope of work, Classic has the right to submit change orders, including any corresponding change in fees, completion date, etc., for approval. Client acknowledges that, for the work to be completed in a timely manner, the activities of Contractor and the subcontractor(s) may cause substantial interference and disruption to the Client and any occupant's use of the Property. So long as Contractor's actions are consistent with the terms of this Contract, Contractor shall have no liability for, and Client shall indemnify, defend, and hold Contractor harmless from, any claims by Clients and occupants of dwelling units within the Property or by Client arising out of any such interference or disruption, and there shall not be any reduction in the payments due hereunder to Contractor or the subcontractor(s) based on any such interference or disruption.

Client agrees not to interfere with or delay Contractor's completion of the work under this Contract, and further agrees to permit Contractor access to the Property to complete such work, including compilation and completion of a punch list. In the event Client fails to comply with these requirements, fails to cooperate in the punch list, or fails to make payment as required under this Contract, Contractor may terminate this Contract, collect all sums due and owing as of the date of termination, and assert any applicable lien rights.

Contractor agrees to schedule all work in a manner to minimize disturbance. Except for emergencies, work hours will be between 8:00 a.m. and 5:00 p.m., on Monday - Friday days of the week. Contractor agrees to abide by any Property bylaws regarding hours of work which may prohibit work on certain days and/or times.

- a. Staging area will be identified and secured from vehicles and other property; as agreed to with Client.

13. Payment Earned. For the work to be performed under this Contract, Client agrees to pay the Contractor the total sum of Fifty-Nine Thousand One Hundred Forty-Two Dollars and Zero Cents (\$59,142.00). This amount is subject to change based on additions and supplemental(s) as per agreed change order addendums. Any item on scope performed separately, could be subject to price increase. Payment is due upon receipt unless otherwise noted, and considered late after 15 days. Classic accepts the following payment methods: paper checks via mail or in person, electronic checks, & credit cards. Please contact the accounting department directly at payments@classicconstruction.com to request the electronic check link or credit card processing link with updated invoice. Note: A processing fee of 3% will be added to invoices if Client is paying by credit card.

The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are previously specified is volatile, and sudden price increases could occur. Classic Construction & Restoration agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this project and that increase is more than ten percent (10%) of the current price, Client agrees to pay that cost increase to Classic Construction & Restoration. Any claim by Classic Construction & Restoration for payment of a cost increase, as provided above, shall require written notice delivered by Classic Construction & Restoration to you stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

This amount will be paid in draws in accordance with the draw schedule. Contractor will deliver duly-executed material and labor lien waivers at the time of Request for Payment made under this Contract.

Invoice Date	Stage / Percent Completion	Draw Amount	Due Date
Upon Signed Contract	60% Start-Up Draw - Material Order	\$ 35,485.20	Due Upon Receipt
Upon 50% Completion	30% Progress Draw - Installation of Concrete Base and Pier	\$ 17,742.60	Due Upon Receipt
Upon 100% Completion	10% Retainage Final Invoice	\$ 5,914.20	Due Upon Receipt

All unpaid amounts shall bear interest at the maximum lawful rate from the due date until paid in full. If it becomes necessary to employ an attorney to collect, or take legal action, for any amount that may become due hereunder, the attorney fees will be added to the contract amount.

Warranties. Contractor will provide a 1 year limited labor warranty. All materials will be of good quality and in functional condition. Labor and material warranty is non-transferable.

Disclaimers. Please note this proposal does not include any line items not mentioned in the scope of work or any hidden/unseen damage. These additional damage(s) will be considered as a supplemental, submitted for approval, and billed accordingly. If material has to be reordered or restocked due to cancellation by the Client there could be a restocking fee equal to fifteen percent(15%) of the contract price. ***Estimate is based on visible inspection, unless otherwise noted on the estimate. Unforeseen damage is not included in this estimate. Unforeseen damages can include but are not limited to: decking, framing, uneven slope issues, etc. It is understood that Contractor is not responsible for any defects warranted by manufacturers of material(s) used on in the completion of this contract. It is understood that this proposal does not cover damages that are a reasonably unavoidable consequence of performing the above described work, including but not limited to the exterior or interior cause by excavation or lifting: including but not limited to carpentry, plumbing, sheetrock, underground utilities, air conditioning, landscaping, sprinkler systems, masonry, or concrete. No guarantee can be given that the rigid materials such as plaster, concrete, or brick will not crack. Contractor can assume no responsibility for the survival of plants. Contractor reserves the right to interpret warranty exclusions as per scope of repairs and existing conditions. Contractor does not warranty against general "wear & tear" or "aging" of construction materials. Contractor does not warranty the performance or longevity of any construction materials. Contractor will use due diligence to complete all work in a timely fashion. However, we will not be responsible for delays due to weather conditions beyond our control.

Exclusions. Contractor notes the following situations that will void this warranty:

- If anyone works on, walks on, or makes changes to Contractor's work, including but not limited to satellite dishes.
- Weather: storm damage, wind damage, rain, hail and "Acts of God."
- Damage caused by Trees such as scraping limbs, falling limbs, broken tiles, dislodged tiles, etc.

Expansion and Contraction of any kind, which may cause mortar or stucco cracks, shrinking materials, cracking, and rotting wood (trim, siding, underlayment, lath) sealant failure, rubber seals rotted, etc.

Building shifting or movement that causes tile to dislodge, tears in roofing material, cracks in stucco, etc.

Rodent or animal damage such as dislodged lead, metal, or tiles; chewing of lead or wood, etc.

Contractor will not be liable or responsible for: Damage to a/c lines due to improper placement; Any damage to the interior of the building, any falling objects, or "nail pops" which may occur due to exterior work; Indirect damage caused by the scope of work; Any temperature extremes- cold or hot which can have negative effects on sealants, roof coatings, and other materials; Architectural Defects, including any hidden and preexisting structural defects, existing original construction defects; Repairs not fully addressed or completed by others; Dissimilar material transitions and intersections.

Contractor will do all that it can to match existing materials, however due to age and location of the existing materials, this may not be 100% possible.

Warranty does not include ground expansion/contraction, vandalism, or any other outside influences. Contractor will not be responsible for ground shifting which may cause trip hazards.

This property was not built before 1978 and as such does not fall under the RRP Rule.

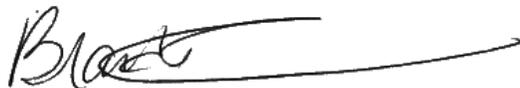
Prices are guaranteed for 30 days. This proposal may be considered voided if not accepted within 30 days from the submission date above.

By signing this estimate, all parties agree to the warranty statement and exclusions.

Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under this policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.

This Contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this Contract. If you have a complaint concerning a construction defect arising from the performance of this Contract and that the defect has not been corrected through normal warranty service, you may provide notice regarding the defect to the Contractor by certified mail, return receipt requested, no later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

CONTRACTOR:



Brandy Painter, COO Classic Construction & Restoration, Inc.

CLIENT:

The person(s) signing above hereby certifies that he or she is fully authorized and empowered to execute this instrument and to bind the person or entity named hereto and does in fact so execute this instrument.

STATE OF TEXASCOUNTY OF Dallas **BEFORE ME**, the undersigned authority on this day personally appeared or is known to me by their email _____ & Brandy Painter, who proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on

NOTARY PUBLIC Sarah Welch

406 S Yale Dr., Garland, TX 75042 | o. 972.437.0909 f. 972.437.0686

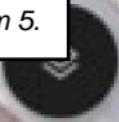
Example of light fixture to be installed.



11:00



Item 5.



High Hawk
Martin
Meadows
Entrance Park



0.00 mi



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs CAM

TITLE: Consider proposal from Classic Construction in the amount of \$20,825.00, to install lighting at Clark intersection.

CLASSIC CONSTRUCTION

encompasses a vast variety of building knowledge, not only in cosmetic and structural application, but also in the understanding and handling of construction. We have a full administrative staff as well as project managers who will manage the scope of work from beginning to completion.

With over \$100 million in reconstruction to date, our combined knowledge and experience, coupled with skilled tradesmen, allow us to handle capacities of single-family, mid-rise and high-rise projects.



AREAS OF EXPERTISE

24-HOUR EMERGENCY SERVICES

- 🏠 Fire & Smoke Restoration
- 🏠 Water Mitigation
- 🏠 Structural Drying
- 🏠 Content Packing & Storage
- 🏠 Emergency Board Up
- 🏠 Emergency Roof Tarping

ENVIRONMENTAL SERVICES

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- 🏠 Asbestos Abatement
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MASONRY

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GENERAL CONSTRUCTION

- 🏠 Paint
- 🏠 Foundation Repairs
- 🏠 Fences, Decks, Balconies
- 🏠 Concrete/Pavement/Asphalt
- 🏠 Exterior Repairs

BUILDING DEFECTS

- 🏠 Interior Mechanical Systems
- 🏠 Intrusive testing
- 🏠 Repairs temporary/permanent
- 🏠 Full post litigation reconstruction
- 🏠 Construction management
- 🏠 Observations Documentation
- 🏠 Preservation of evidence



is pleased to provide the following Proposal for
Intersection Lighting 02/24
59053

Proposal Prepared for:

High Hawk

4730 High Hawk Blvd.,
Grand Prairie, Tx 75052

Presented by:

Victor Contreras

victor@classicconstruction.com 972-272-8854

02 / 15 / 2024





Project Summary.

The following proposal is for the installation of light fixture at intersection of High hawk Blvd and Clark Trail. Supporting Documents to the scope of work can be found in Exhibit A.

<p>Proposed Scope Of Work:</p> <p>Intersection Lighting</p> <ul style="list-style-type: none"> • Install new electrical service adjacent to pad mount transformer in yard of 2307 Clark Trail • Bore under street to NW corner of Clark Trail and High Hawk. • Install new underground conduit and wiring between electrical service and new pole location. • Install (1) model #4003 pole and fixture near intersection. (location to be determined later). • New pole to be photocell controlled • Pole base to to be 6' concrete pier and base at 3500 PSI • Charges (if any) by Oncor are not included in this proposal and will be supplemented as received to tie into existing light service. • Remove and dispose of all construction related debris. <p>Labor and Materials - \$20,825.00</p>
--

Total \$20,825.00

Terms & Conditions.

This proposal, executed on this 15 day of February, 2024 by and between Classic Construction & Restoration, Inc. ("Classic" or "Contractor") and Ferronica Briggs on behalf of High Hawk("Client") constitutes as the complete agreement for Contractor to furnish all necessary materials and perform all work necessary to complete Project # 59053 Intersection Lighting 02/24, located at 4730 High Hawk Blvd., Grand Prairie, Tx 75052 (the "Property"). All attachments referenced herein and any subsequent amendment, change order, or modification of the Contract, if any, are deemed part of this Contract and are incorporated herein by reference.

1. **All work to be performed** hereunder will be performed by the Contractor and/or the Contractor's bona-fide subcontractors. All work performed will be the responsibility of the Contractor (including the Contractor's guarantee as set forth herein) as fully as though the said work had been performed by the Contractor. Client agrees not to contract directly with any of Classic's employees or subcontractors. In addition, the Client will have such remedies as may be permitted by law against such subcontractor or other person.

The work to be performed does not include structural related items that would require evaluation by a professional structural engineer. However, if Contractor identifies any structural issues that should be evaluated by a professional engineer, Contractor will inform the Client.

2. Liability/Indemnification. The Contractor hereby agrees to indemnify and hold Client harmless against any and all claims by any person for work performed or materials or equipment supplied in connection with the services which are the subject matter of this Contract unless such claim(s) are a result of Client's actions and/or inactions (including but not limited to nonpayment, interference with the performance of the work, performing a portion of the work independently, making a side agreement with a subcontractor, etc.). Contractor agrees to use due care, skill, and diligence in the performance of its obligations under this Contract and all work performed or to be performed by the Contract or hereunder will be performed in a good and workmanlike manner, free from all defects.

3. Relationship of Client and Contractor. All work performed by Contractor pursuant to this Contract will be as an independent contractor. Neither Contractor nor any of its employees, agents, or subcontractors shall be considered an employee of the Client. All workmen and laborers of Contractor performing any obligation under this Contract shall be the employees or subcontractors of Contractor and shall in no way be considered the employees of the Client. Contractor shall have exclusive authority to manage, direct, and control the work to be performed. The Contractor is responsible for the acts and omissions of its employees and will enforce strict discipline among its employees and will not employ on this project anyone not skilled in the task assigned.

4. Assignment. Contractor may not assign this Contract without the prior written consent of the Client.

5. Binding Effect. This Contract inures to the benefit of, and is binding upon, each party's heirs, successors, executors, administrators, and assigns. The representative executing this Contract on behalf of Client agrees and represents that it possesses full authority to execute this Contract on behalf of Client. This Contract is made only for the benefit of Client and Contractor and is not made for the benefit of any third party, including without limitation any individual residents.

6. Insurance. The Contractor will provide, at Contractor's sole cost and expense, such insurance, including workers' compensation insurance for Contractor's employees and public liability insurance.

7. Permits/Licenses. Contractor agrees to obtain all permits and governmental fees, licenses, and inspections that may be necessary for the proper execution and completion of the work, to include all necessary permits and fees that may be required by the local governing body. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the performance of the work performed under this Contract.

8. Termination. In the event the Contractor materially breaches this Contract, Client may terminate this Contract upon thirty days' written notice to the Contractor. Amounts owed to Contractor in the event of termination of the Contract will be for all work performed through the notice date and for all materials purchased, in whole or in part, through the notice date.

9. Governing Law & Venue. This Contract shall be governed and adjudicated under the Laws of the State of Texas, Tarrant County.

10. Attorneys' Fees. In the event of litigation relating to the subject matter of this Contract, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

11. Notice. Any written notice required under this Contract shall be provided by U.S. Certified Mail to each party as follows:

Classic Construction and Restoration, Inc.

Client: High Hawk

ATTN: Aaron Painter
406 S. Yale Dr.
Garland, TX 75042

ATTN: Associa PMG /Ferronica Briggs/Community Manager
9001 Airport Freeway
Suite 450
North Richland Hills TX 76180

F.B. Client Initials

12. Schedule. Contractor agrees to begin such work as per agreed upon start date and to complete it as soon as reasonably possible in the regular and customary course of business, given any limitations imposed by inclement weather. Classic does not make any guarantee of, and this Contract does not require or imply, any completion date; Completion date to be determined after settlement of claim and schedule can be put in place. Upon discovery of hidden defects or damage NOT reflected on the scope of work, Classic has the right to submit change orders, including any corresponding change in fees, completion date, etc., for approval. Client acknowledges that, for the work to be completed in a timely manner, the activities of Contractor and the subcontractor(s) may cause substantial interference and disruption to the Client and any occupant's use of the Property. So long as Contractor's actions are consistent with the terms of this Contract, Contractor shall have no liability for, and Client shall indemnify, defend, and hold Contractor harmless from, any claims by Clients and occupants of dwelling units within the Property or by Client arising out of any such interference or disruption, and there shall not be any reduction in the payments due hereunder to Contractor or the subcontractor(s) based on any such interference or disruption.

Client agrees not to interfere with or delay Contractor's completion of the work under this Contract, and further agrees to permit Contractor access to the Property to complete such work, including compilation and completion of a punch list. In the event Client fails to comply with these requirements, fails to cooperate in the punch list, or fails to make payment as required under this Contract, Contractor may terminate this Contract, collect all sums due and owing as of the date of termination, and assert any applicable lien rights.

Contractor agrees to schedule all work in a manner to minimize disturbance. Except for emergencies, work hours will be between 8:00 a.m. and 5:00 p.m., on Monday - Friday days of the week. Contractor agrees to abide by any Property bylaws regarding hours of work which may prohibit work on certain days and/or times.

- a. Staging area will be identified and secured from vehicles and other property; as agreed to with Client.

13. Payment Earned. For the work to be performed under this Contract, Client agrees to pay the Contractor the total sum of Twenty Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$20,825.00). This amount is subject to change based on additions and supplemental(s) as per agreed change order addendums. Any item on scope performed separately, could be subject to price increase. Payment is due upon receipt unless otherwise noted, and considered late after 15 days. Classic accepts the following payment methods: paper checks via mail or in person, electronic checks, & credit cards. Please contact the accounting department directly at payments@classicconstruction.com to request the electronic check link or credit card processing link with updated invoice. Note: A processing fee of 3% will be added to invoices if Client is paying by credit card.

The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are previously specified is volatile, and sudden price increases could occur. Classic Construction & Restoration agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract for use in this project and that increase is more than ten percent (10%) of the current price, Client agrees to pay that cost increase to Classic Construction & Restoration. Any claim by Classic Construction & Restoration for payment of a cost increase, as provided above, shall require written notice delivered by Classic Construction & Restoration to you stating the increased cost, the building material or materials in question, and the source of supply, supported by invoices or bills of sale.

This amount will be paid in draws in accordance with the draw schedule. Contractor will deliver duly-executed material and labor lien waivers at the time of Request for Payment made under this Contract.

Invoice Date	Stage / Percent Completion	Draw Amount	Due Date
Upon Signed Contract	60% Start-Up Draw - Materials	\$ 12,495.00	Due Upon Receipt
Upon 50% Completion	30% Progress Draw - Installation of Pier and Base	\$ 6,247.50	Due Upon Receipt
Upon 100% Completion	10% Retainage Final Invoice	\$ 2,082.50	Due Upon Receipt

All unpaid amounts shall bear interest at the maximum lawful rate from the due date until paid in full. If it becomes necessary to employ an attorney to collect, or take legal action, for any amount that may become due hereunder, the attorney fees will be added to the contract amount.

Warranties. Contractor will provide a 1 year limited labor warranty. All materials will be of good quality and in functional condition. Labor and material warranty is non-transferable.

Disclaimers. Please note this proposal does not include any line items not mentioned in the scope of work or any hidden/unseen damage. These additional damage(s) will be considered as a supplemental, submitted for approval, and billed accordingly. If material has to be reordered or restocked due to cancellation by the Client there could be a restocking fee equal to fifteen percent(15%) of the contract price. ***Estimate is based on visible inspection, unless otherwise noted on the estimate. Unforeseen damage is not included in this estimate. Unforeseen damages can include but are not limited to: decking, framing, uneven slope issues, etc. It is understood that Contractor is not responsible for any defects warranted by manufacturers of material(s) used on in the completion of this contract. It is understood that this proposal does not cover damages that are a reasonably unavoidable consequence of performing the above described work, including but not limited to the exterior or interior cause by excavation or lifting: including but not limited to carpentry, plumbing, sheetrock, underground utilities, air conditioning, landscaping, sprinkler systems, masonry, or concrete. No guarantee can be given that the rigid materials such as plaster, concrete, or brick will not crack. Contractor can assume no responsibility for the survival of plants. Contractor reserves the right to interpret warranty exclusions as per scope of repairs and existing conditions. Contractor does not warranty against general "wear & tear" or "aging" of construction materials. Contractor does not warranty the performance or longevity of any construction materials. Contractor will use due diligence to complete all work in a timely fashion. However, we will not be responsible for delays due to weather conditions beyond our control.

Exclusions. Contractor notes the following situations that will void this warranty:

If anyone works on, walks on, or makes changes to Contractor's work, including but not limited to satellite dishes.

Weather: storm damage, wind damage, rain, hail and "Acts of God."

Damage caused by Trees such as scraping limbs, falling limbs, broken tiles, dislodged tiles, etc.

Expansion and Contraction of any kind, which may cause mortar or stucco cracks, shrinking materials, cracking, and rotting wood (trim, siding, underlayment, lath) sealant failure, rubber seals rotted, etc.

Building shifting or movement that causes tile to dislodge, tears in roofing material, cracks in stucco, etc.

Rodent or animal damage such as dislodged lead, metal, or tiles; chewing of lead or wood, etc.

Contractor will not be liable or responsible for: Damage to a/c lines due to improper placement; Any damage to the interior of the building, any falling objects, or "nail pops" which may occur due to exterior work; Indirect damage caused by the scope of work; Any temperature extremes- cold or hot which can have negative effects on sealants, roof coatings, and other materials; Architectural Defects, including any hidden and preexisting structural defects, existing original construction defects; Repairs not fully addressed or completed by others; Dissimilar material transitions and intersections.

Contractor will do all that it can to match existing materials, however due to age and location of the existing materials, this may not be 100% possible.

Warranty does not include ground expansion/contraction, vandalism, or any other outside influences. Contractor will not be responsible for ground shifting which may cause trip hazards.

This property was not built before 1978 and as such does not fall under the RRP Rule.

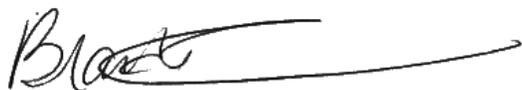
Prices are guaranteed for 30 days. This proposal may be considered voided if not accepted within 30 days from the submission date above.

By signing this estimate, all parties agree to the warranty statement and exclusions.

Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under this policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.

This Contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this Contract. If you have a complaint concerning a construction defect arising from the performance of this Contract and that the defect has not been corrected through normal warranty service, you may provide notice regarding the defect to the Contractor by certified mail, return receipt requested, no later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

CONTRACTOR:



Brandy Painter, COO Classic Construction & Restoration, Inc.

CLIENT:



02 / 15 / 2024

Community Manager on Behalf of High Hawk PID

The person(s) signing above hereby certifies that he or she is fully authorized and empowered to execute this instrument and to bind the person or entity named hereto and does in fact so execute this instrument.

STATE OF TEXASCOUNTY OF Dallas **BEFORE ME**, the undersigned authority on this day personally appeared or is known to me by their email Ferronica Briggs / Community Manager & Brandy Painter, who proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on 02 / 15 / 2024

NOTARY PUBLIC Sarah Welch



406 S Yale Dr., Garland, TX 75042 | o. 972.437.0909 f. 972.437.0686

Light Fixture to be installed.



Signature Certificate

Reference number: Z2FNH-FNWGQ-EGSLX-DMNIW

Signer	Timestamp	Signature
Ferronica Briggs Email: fbriggs@principal-mgmt.com Sent: 15 Feb 2024 22:08:48 UTC Viewed: 15 Feb 2024 22:10:24 UTC Signed: 15 Feb 2024 22:17:16 UTC		
Recipient Verification: ✓Email verified 15 Feb 2024 22:10:24 UTC		

Sarah Welch Email: sarah@classicconstruction.com Sent: 15 Feb 2024 22:08:48 UTC Viewed: 15 Feb 2024 22:19:10 UTC Signed: 15 Feb 2024 22:20:02 UTC		
Recipient Verification: ✓Email verified 15 Feb 2024 22:19:10 UTC		

Document completed by all parties on:
15 Feb 2024 22:20:02 UTC

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**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/06/2024

REQUESTER: Lee Harriss

PRESENTER: Mike Carroll, President

TITLE: Discussion of Budget to Actual Financial Report for May 28, 2024

Budget/Actual Report for Fiscal 2024
321992
High Hawk Public Improvement District
as of 5/28/24

	<u>10/1/2023 - 9/30/2024</u>				<u>Current</u> <u>Month</u>
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	<u>% Used</u>	
HHPID					
321992					
Beginning Resource Balance	291,000	315,692.36			
Revenues					
Spec Assess Delinquent	42610	-	2,340.53	2,340.53	0%
Special Assessment Income	42620	534,138	526,467.16	(7,670.84)	99%
Interest On Pid Assessment	42630	-	1,387.82	1,387.82	0%
Insurance Recovery Property	42770	-	-	-	0%
Devlpr Particip/Projects	46110	-	-	-	0%
Miscellaneous	46395	-	-	-	0%
Interest Earnings	49410	-	-	-	0%
Int Earnings - Tax Collections	49470	-	-	-	0%
Trnsfr-In Strt Cap Proj (4001)	49625	-	-	-	0%
Trsf-In Risk Mgmt Funds (Prop	49686	-	-	-	0%
Trsf In/Parks Venue (3170)	49780	4,035	2,355.00	(1,680.00)	58%
Total Revenues	538,173	532,550.51	(5,622.49)	99%	274.05
Expenditures					
Office Supplies	60020	1,500	1,057.92	442.08	71%
Decorations	60132	25,000	18,801.40	6,198.60	75%
Public Relations	60160	4,500	5,527.46	(1,027.46)	123%
Beautification	60490	30,000	17,429.39	12,570.61	58%
Graffiti Cleanup	60775	1,000	-	1,000.00	0%
Wall Maintenance	60776	20,000	4,261.00	15,739.00	21%
Professional Engineering Servi	61041	4,000	-	4,000.00	0%
Security	61165	-	-	-	0%
Mowing Contractor	61225	105,158	62,644.48	42,513.52	60%
Tree Services	61226	20,000	(528.81)	20,528.81	-3%
Collection Services	61380	1,955	1,945.50	9.50	100%
Miscellaneous Services	61485	500	71.92	428.08	14%
Fees/Administration	61510	13,860	9,900.00	3,960.00	71%
Postage And Delivery Charges	61520	1,500	-	1,500.00	0%
Broadband - Signs	61531	-	600.00	(600.00)	0%
Building Security Expenses	61560	1,500	-	1,500.00	0%
Light Power Service	62030	8,000	2,232.80	5,767.20	28%
Water/Wastewater Service	62035	38,000	18,664.20	19,335.80	49%
Bldgs And Grounds Maintenance	63010	17,500	7,713.61	9,786.39	44%
Pond Maintenance-Aquatic	63038	4,500	3,412.33	1,087.67	76%
Pond Maintenance-Equipment	63039	5,000	-	5,000.00	0%
Irrigation System Maintenance	63065	10,000	10,352.28	(352.28)	104%
Roadway Markings/Signs Maint	63115	2,000	-	2,000.00	0%
Playgrounds/Picnic Areas Maint	63135	7,500	-	7,500.00	0%
Decorative Lighting Maintenanc	63146	10,000	-	10,000.00	0%
Concession Std/Restroom Maint	63190	6,000	6,395.80	(395.80)	107%
Property Insurance Premium	64080	2,500	2,432.00	68.00	97%
Liability Insurance Premium	64090	12,000	10,602.32	1,397.68	88%
Fencing	68061	368,616	221,169.91	147,446.09	60%
Construction Miscellaneous	68151	-	-	-	0%
Signs	68390	-	-	-	0%
Lease Payment (Cameras)	68901	28,000	28,000.00	-	100%
Lease Interest Expense	91000	-	737.98	(737.98)	0%
Total Expenditures	750,089	433,423.49	316,665.51	58%	11,778.20
Ending Resource Balance	79,084	414,819.38			

High Hawk Public Improvement District

These are High Hawk PID assessments collected from PID residents to pay for PID maintenance.