



**HIGH HAWK PUBLIC IMPROVEMENT DISTRICT  
BOARD MEETING  
SPRING CREEK BARBEQUE, 4108 S CARRIER PARKWAY, GRAND  
PRAIRIE, TEXAS  
TUESDAY, FEBRUARY 27, 2024 AT 6:30 PM**

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**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. District 6 Update
2. Discuss Atmos Energy changing out gas lines & company trucks at Ridge & Palmer
3. Consider proposal from Bright View in the amount of \$90,829.20 for landscape maintenance along Polo Road, Lake Ridge Parkway, Camp Wisdom Road, High Hawk Boulevard, and the park at 4731 High Hawk Boulevard
4. Consider proposal from SPSD in the amount of \$3,794.33 to Install Sod at Hobby Falcon.
5. Consider proposal from SPSD in the amount of \$3,331.45 for Oak Tree Removal at High Hawk Blvd
6. Consider proposal from Classic Construction in the amount of \$59,142.00 to install lights at High Hawk Park.
7. Consider proposal from Classic Construction in the amount of **\$20,285.00** to install lights at High Hawk & Clark Trail
8. Consider proposal from Classic Construction in the amount of \$149,391.50 to Install Dog Park at High Hawk Park.
9. Discuss proposal from Classic Construction in the amount of \$271,460.00 to Phase 5 Brick Perimeter Wall at Camp Wisdom.
10. Discussion of Budget to Actual Financial Report for January 31, 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 February 23, 2024.*

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**

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**MEETING DATE:** 02/27/2024  
**REQUESTER:** Lee Harriss  
**PRESENTER:** Council Member Johnson  
**TITLE:** District 6 Update

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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Board of Directors

**TITLE:** Discuss Atmos Energy changing out gas lines & company trucks at Ridge & Palmer

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**ANALYSIS:**

Board to provide update on Atmos Energy changing out main gas line and company trucks off Lake Ridge & Palmer





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Zakary Pavlishin

**TITLE:** Consider proposal from Bright View in the amount of \$90,829.20 for landscape maintenance along Polo Road, Lake Ridge Parkway, Camp Wisdom Road, High Hawk Boulevard, and the park at 4731 High Hawk Boulevard

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**ANALYSIS:**

2315 Southwell Rd, Dallas, Texas 75229  
Phone: 214-687-6253  
Email: Zakary.Pavlishin@BrightView.com

## Custom Landscaping Services for **High Hawk PID**



Prepared for:  
**Greg Farkas**

Proposal Issued: **02.14.2024**

Proposal Valid to: **4.30.2024**





Dear Greg,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for High Hawk PID.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you and your residents and to exceed your expectations.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees, residents, and visitors.

Associa Principle Management has an exceptional collection of properties, and it is understood that the quality of our landscape presentation and the thoroughness of our plan are integral to ensuring that you keep all your residents happy. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

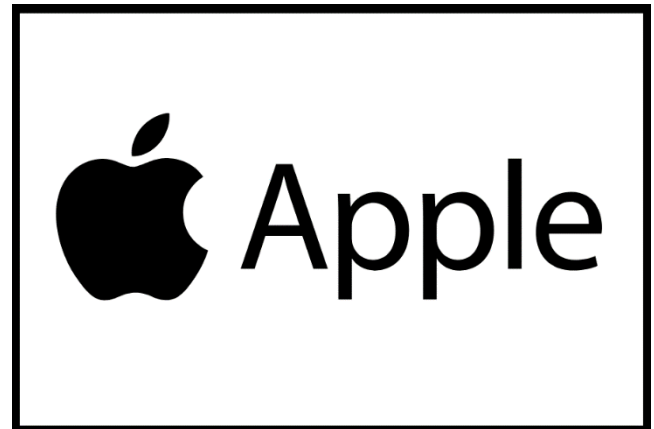
Sincerely,

*Zakary Pavlishin*

Zakary Pavlishin  
Business Developer



# BrightView Corporate Partners

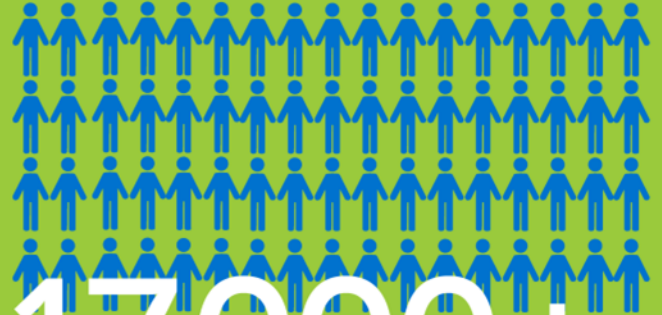


# National Coverage Local Team

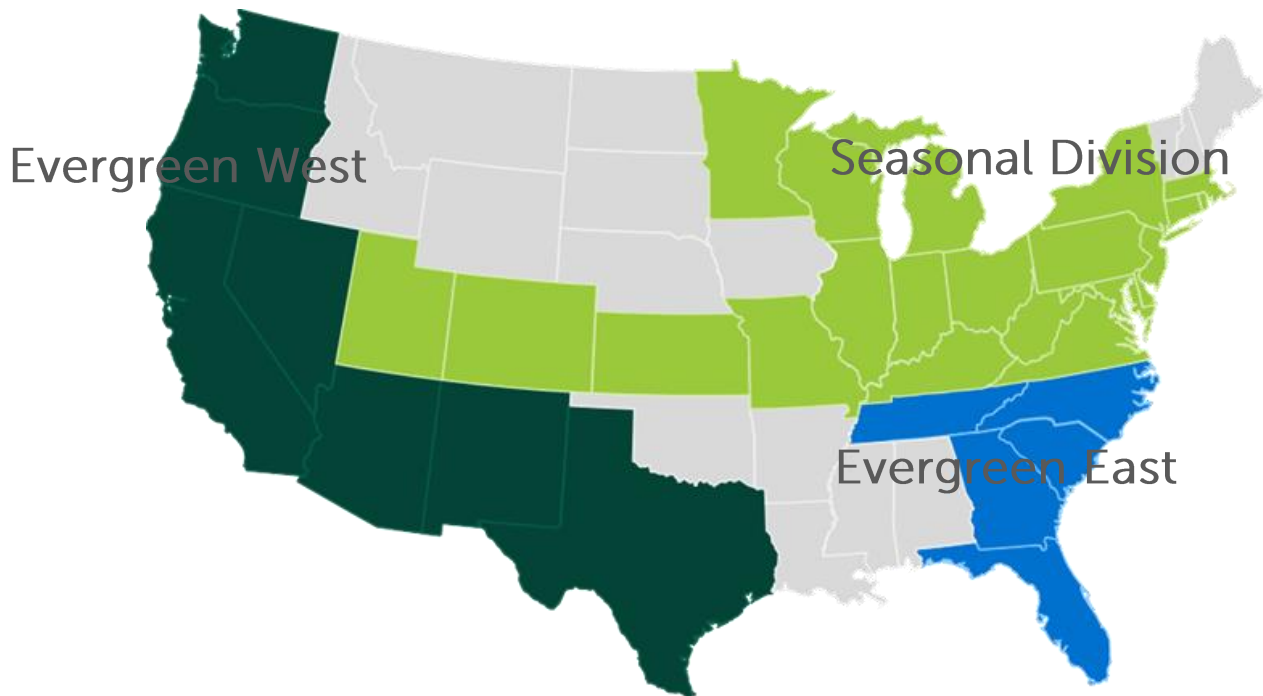
## National Presence

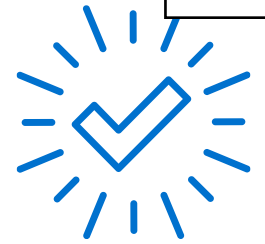
**270<sup>+</sup>** BRANCHES

**80<sup>+</sup>** GOLF COURSES



**17,000<sup>+</sup>**  
TEAM MEMBERS





# The BrightView Difference

**Our people create and maintain the best landscapes on Earth.**

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



## Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

### DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Architecture & Planning*
- Design Build*
- Program Management*

### DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

### ENHANCE

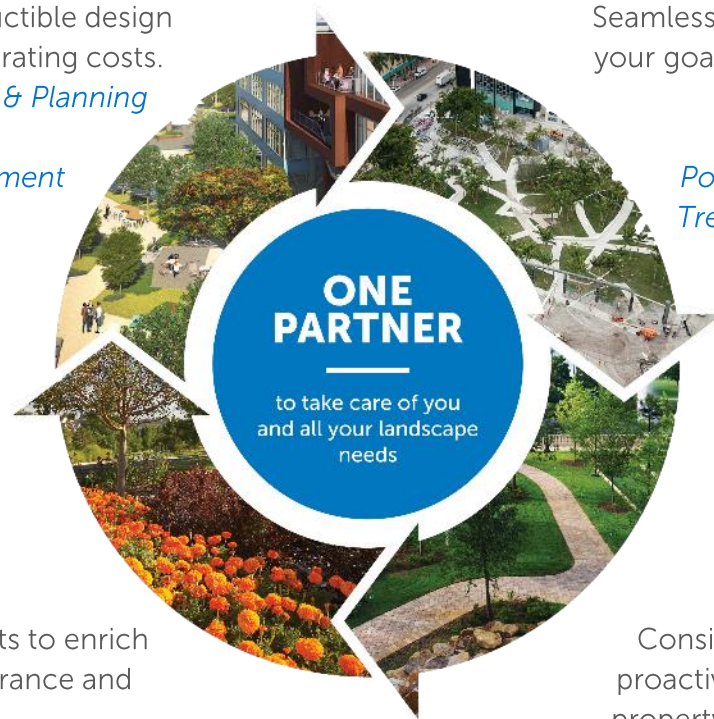
Thoughtful improvements to enrich your landscape's appearance and sustainability.

- Enhancements*
- Sustainability*
- Water Management*

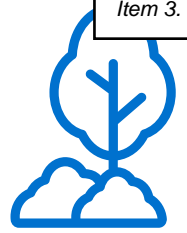
### MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*







# Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

## BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

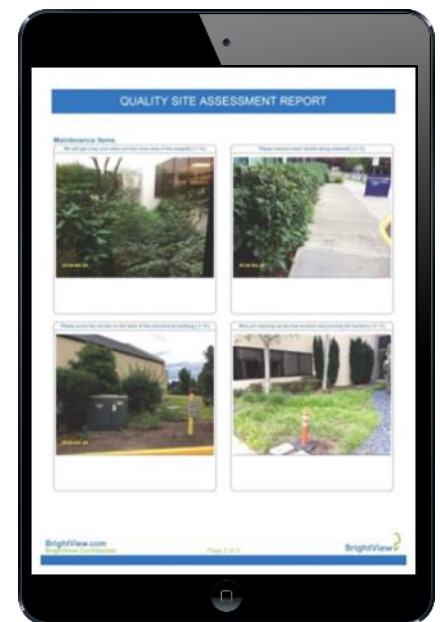
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

## Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



# Protecting Your Trees, One of Your Most Important Investments

Item 3.



"You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability – all to protect one of your most important investments at Phillips Creek Ranch Homeowners Association. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful."

**-Bryan White**

**ISA Certified Arborist TX-1023A**

**Bachelor of Science in Forestry From Stephen F Austin University**

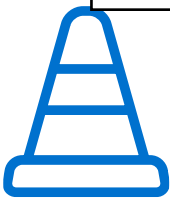
## Our Tree Care Services Include:

- GPS Mapping
- Tree Inventory
- Tree pruning
- Soil and tissue analysis
- Annual 3-5-year budget planning
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Hazard evaluation and management

**BrightView GeoTags All Trees in Community with tree type and health. See example below:**







# Committed to Safety, Everyday

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



## Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



*At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.*



**Francis Kass III**  
Branch Safety Leader

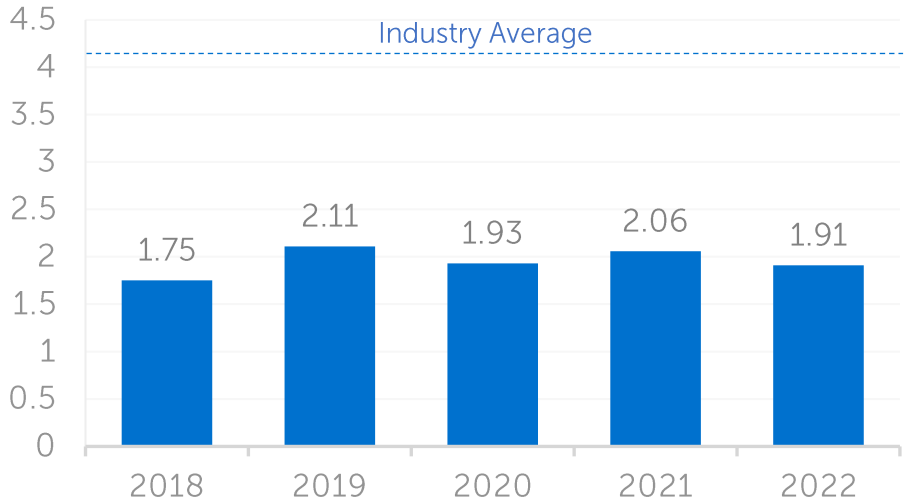


## Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

## OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



## Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

# Emergency Response Team



With hundreds of branch locations, and three just within a 45-minute radius of your community, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to tornadoes, flooding and severe winter weather.

When a catastrophe occurs, your local Account Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.



Resources from branch offices will be available in the event of an emergency to ensure our residents have access to crews and equipment quickly.

# Layered Communication & Quality Assurance

“ We consider communication a key priority for Sample Solar Proposal , and the key to our success in delivering you not only the highest quality service, but also building a strong and lasting partnership. By being able to utilize all the tools below we are confident in creating a proactive, transparent and sustainable communication model. ”

- Marc Fisher, Vice President of Operations

## BrightView Connect

A customizable dashboard that will greatly improve communication, visibility, work order process, response time and transparency of service tickets. This tool will also be able to show and track where issues are coming from and allow BrightView to create a plan to emphasize areas with positive results, as well as address items of concern in a quick fashion.

## Quarterly Business Reviews

Being able to get all Leaders together to discuss the state of the partnership on a Quarterly basis is key. We would set up 3 QBRs bringing our senior leadership in the market to truly drive a strong partnership. This timeframe will be used to either collaborate on KPI's, discuss what's ahead, areas of improvement or areas that are going well.

## Quality Site Assessments (QSA)

This tool is something we would utilize to do an audit of the exterior identifying everything from missed items with follow up action, to bringing non-landscaping issues to your attention. Pre and Post communication of completion is key to delivering a level of transparency you and your clients expect.

## Customer Satisfaction Surveys

This is something we do two times a year to really drive engagement and an understanding of where we truly sit in your eyes. With the results of the survey, we can have real conversations on where we sit, what's working well and where are areas of opportunity.

# The Breadth of Our Team

The team selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations. Below is what you can learn to expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> <li>Experienced landscape professionals at the heart of our company</li> <li>Strong focus on attention to detail.</li> <li>In charge of all groundwork that will take place on site, including mowing, blowing, edging, pruning, weeding and debris pick up.</li> <li>Fulfill all contractual obligations and are directed by the Production Manager and Account Manager</li> </ul>
Crew Leader	<ul style="list-style-type: none"> <li>Ensures readiness of workers, tools, and materials</li> <li>Trains field personnel</li> <li>Performs and leads job specifications</li> </ul>
Production Manager	<ul style="list-style-type: none"> <li>Manages and schedules crews</li> <li>Ensures readiness of workers, tools and materials</li> <li>Maintains safe working conditions</li> <li>Trains field personnel</li> <li>Ensures delivery of job specifications and quality</li> </ul>
*Account Manager	<ul style="list-style-type: none"> <li>Primary local customer contact*</li> <li>Accountable for customer satisfaction</li> <li>Ensures compliance to job specifications and quality</li> <li>Resolve / close service requests</li> </ul>
Branch Manager	<ul style="list-style-type: none"> <li>Ensures quality and efficient landscape management for clients</li> <li>Consistently improves best practices within the service branch</li> <li>Leads and supports all branch personnel</li> </ul>
Vice President & General Manager	<ul style="list-style-type: none"> <li>Ensures quality and efficient landscape management for clients</li> <li>Responsible for supporting the entire market's successful operation</li> </ul>



## BrightView Water Management



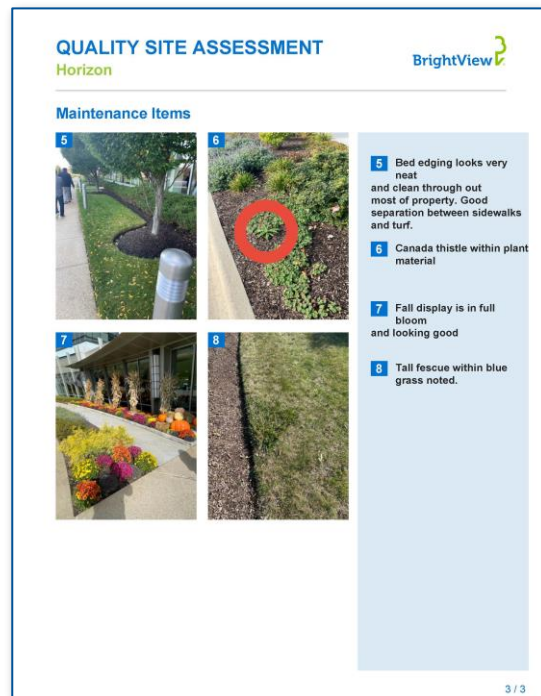
- ✓ BrightView is a leader in smart water management
- ✓ Utilizing the most innovative equipment and technology
- ✓ We will familiarize ourselves with the existing system and make recommendations for improvements
- ✓ Create customized water management plans that ensures uniform coverage, reduce runoff, and efficient operation
- ✓ BrightView partners with the leaders in the water management industry to bring you the most innovative, well tested products available
- ✓ Weather Based Controllers provide up to 40-60% water savings
- ✓ Rain Sensors Up To 19% Water Savings



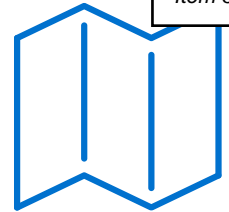
# Quality Assurance

Our Quality Site Assessment (QSA) is a proprietary tool we have developed to help best capture quality assessment practices. This allows us to share our findings with you at each site easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency. This report includes:

- '360 degree' site inspections, performed with designated site contact
- Observation images
- Notes on items already on our radar
- Recommendations that will give you a full view of your landscape
- Provides opportunity for site contact and Branch Account Manager to strategically discuss short- and long-term plan for the site
- Tags photos with notes
- Electronically tracks carry-over items
- Results downloaded and can be electronically sent to other stakeholders

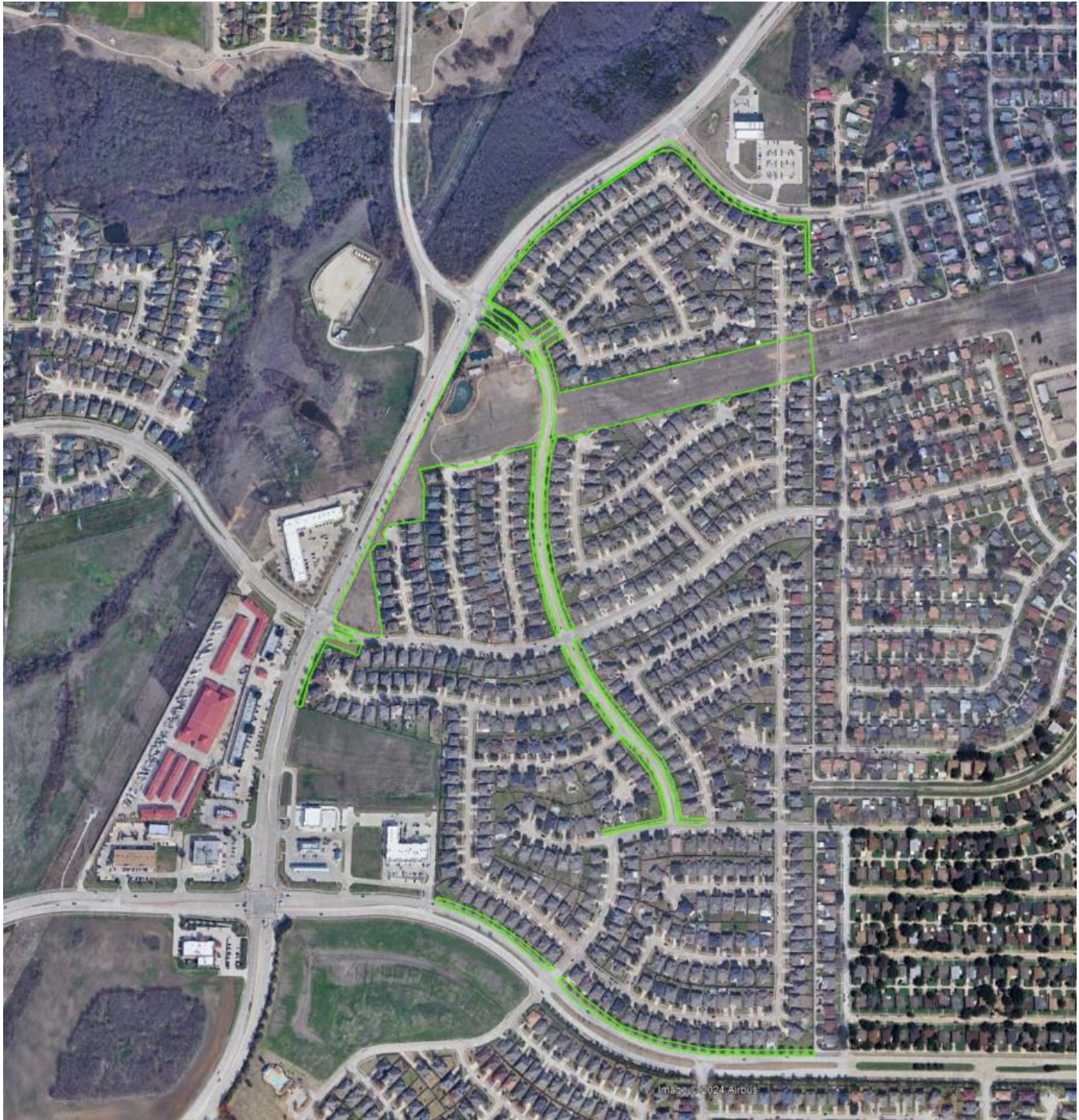






# Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.



# Services Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Mow Turf 21 in.		40
Mow Turf 60 in. ZTR		40
String Trim Turf		40
Mow Clean Up		40
Rough Mow Under Power Lines		18
Liq Pre-E		1
Gran Fert		1
Liq Pre-ELiq Post-E		1
Liq Post-E		1
Insecticide Fire Ant		1
Weed Beds Weekly		40
Prune Shrubs		2
Prune Groundcover		9
Spray Beds Pre-emergent		2
Fertilize Beds		4
Spot Prune Trees		1
Spray Tree Dorm. Oil		1
Plant Annual Flowers		3
Reprep Existing Beds		1
Remove Flowers		3
Inspect Irrigation		12
Mulch Beds Bulk		1
Mulch Tree Ring		1
Spray Cracks/Curbs Post-emergent		12
Police Grounds		40



# Pricing Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Total Price: \$90,829.20

\*Tax Not Included

\*All Associa Communities receive 6% of Contract Value for Landscape Enhancement Credit Upon Renewal of Annual Contract.

\*This 6% credit back is only applied if Associa is managing the HOA.

## Breakdown with Credit Applied:

Year 1 Price: \$90,829.20  
Year 1 Credit: \$0

Year 2 Price: \$93,554.10  
Year 2 Credit: \$5,449.74

Year 3 Price: \$96,360.72  
Year 3 Credit: \$5,613.25



# Your Transition to BrightView

By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

- PRE-SERVICE

  - Branch planning meeting
  - Identify and mitigate any safety hazards
  - Meet your Client Service Team
  - Establish communication, reporting expectations & preferences
  - Individual site planning
- 30 DAYS

  - Initial site walk-through
  - Week 1 Alignment Check
  - Week 2 Alignment Check
  - 30 Day Alignment Check
  - Receive first invoice
- 60 DAYS

  - Site walk of facility
  - Receive Customer Satisfaction Survey
  - Review survey responses with your Client Service Team
  - Align and strengthen areas in need of improvement
- 90 DAYS

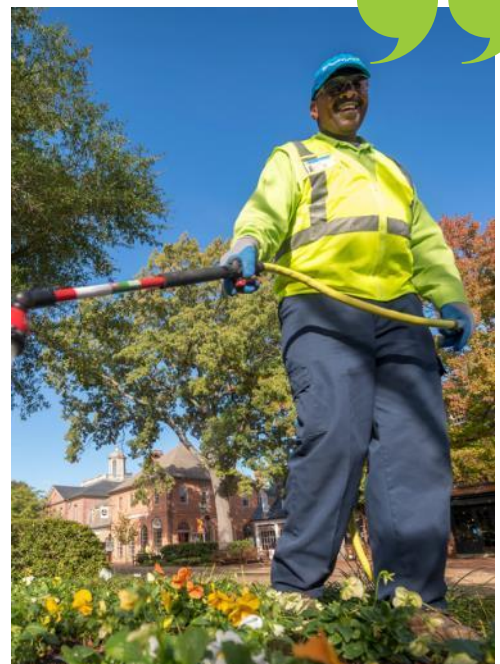
  - Site walk of facility with your Client Service Team
  - Review 90 Day Follow-up Partnership Transition Guide
  - Check progress and/or completion of key site initiatives
- 180 DAYS

  - Business Review: Client, Account Manager, Branch Manager
  - Confirmation of team exceeding expectations, developing partnership
  - Review/Update Client Partnership Plan for following season



*It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.*

**Troy Williams**  
Branch Manager





# Client References

In our effort to provide the best possible landscape & snow removal services, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Frisco Lakes HOA  
Frisco, Texas



Scottish Rite Hospital  
Frisco, Texas

Toyota Headquarters  
Plano, Texas

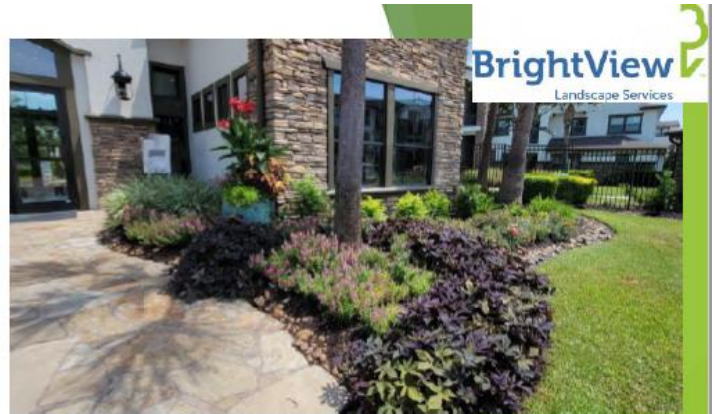


- Fedex Headquarters – Plano, TX
- Preston Towne Crossing – Plano, TX
- Creekside Estates HOA – Wylie, TX
- Highland Springs – Plano, TX
- Trails at Chestnut Meadows – Forney, TX
- Forney Medical – Forney, Texas
- Hilton Dallas Rockwall – Rockwall, Texas



# Pictures of our Work

Item 3.



PICTURES OF OUR WORK

# Thank you for the opportunity to present our landscape solution.

Should you have any questions, please don't hesitate to reach out.

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**Zakary Pavlishin, Business Developer**  
[Zakary.Pavlishin@BrightView.com](mailto:Zakary.Pavlishin@BrightView.com)  
214.687.6253



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Daniel Venezuela Landscaper

**TITLE:** Consider proposal from SPSD in the amount of \$3,794.33 to Install Sod at Hobby Falcon.

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**ANALYSIS:**





## Hobby Falcon Trail Sod Infill

**Date** 2/9/2024

**Customer** Ferronica Briggs | Associa Principal Management Group | 9001 Airport Freeway | North Richland hills, TX 76180

**Property** High Hawk PID | High Hawk Blvd | Grand Prairie, TX 75052

### Hobby Falcon Trail Sod Infill

- Prep area 2" for new sod infill.
- Deliver and install 3 pallets of Bermuda tiff419 to infill bare spots in area.
- Irrigation allowance to ensure new sod has adequate coverage.



**Includes pickup of all debris associated with enhancement.**

**Sod infill**

<b>Scope</b>	<b>Quantity</b>	<b>Unit</b>
Bermuda Tifway 419 Sod (160 pc./pallet)	3.00	PL
Debris Disposal - Waste	1.00	ea
Labor - Irrigation	3.00	Hr
Irrigation Miscellaneous Fittings	10.00	ea

**Sod infill: \$3,794.33**

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**Project Subtotal: \$3,794.33**

**Tax: \$0.00**

**Project Total: \$3,794.33**



## Terms & Conditions

- **This proposal is valid for 30 days.**
- Underground utilities are responsibility of owner. S.P.S.D., Inc. will call Dig Tess to locate all utilities. If unmarked, unknown utilities are unearthed during construction, the cost of repair will be paid by the owner.
- This project assumes normal soil conditions. If rock excavation or trenching is needed, additional charges will apply.
- All plant material is subject to availability at time of planting.
- SPSD, Inc. warrants landscape shrubs, ground covers and grass for a period of ninety (90) days and trees for one (1) year after planting if professional maintenance contractor is currently maintaining property.
- Warranty for transplanted and non-irrigated plant material is excluded.
- This proposal includes applicable sales and use tax.
- Work to be performed during regular business hours. Overtime rates may apply for worked performed outside of normal business hours.
- Irrigation repairs are an estimation of probable cost only, all irrigation repairs will be performed on a time & material basis only.
- This proposal, when executed, constitutes as an authorization to proceed with above specified scope. All additional work, not included in scope, will be performed at a time & material basis only, unless otherwise stated and agreed upon by all parties involved.
- Existing irrigation infrastructure locations and site survey required prior to start.
- Excludes meters, water sources
- Excludes everything not listed in above inclusions.
- SPSD, Inc. standard payment terms are **due upon receipt**.
- No additional charges will be billed to Owner, including excavation, trenching, overtime, additional work not specified in the scope of the project or other contemplated exclusions, without the prior written consent of the owner.
- Owner may terminate the signed agreement on thirty (30) days' written notice to SPSD Inc.

"Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711- 3087. TCEQ's website is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)."

By \_\_\_\_\_

**Daniel Valenzuela**

Date 2/9/2024

**SPSD Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**Associa Principal Management Group**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Daniel Valenzuela

**TITLE:** Consider proposal from SPSD in the amount of \$3,331.45 for Oak Tree Removal at High Hawk Blvd

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**ANALYSIS:**

EnterTextHere [Optional additional description]

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### High Hawk Blvd tree replacements

**Date** 11/21/2023  
**Customer** Greg Farkas | Associa Principal Management Group | 801 E. Campbell Road , Suite 620 | Richardson, TX 75081  
**Property** High Hawk PID | High Hawk Blvd | Grand Prairie, TX 75052

### High hawk Blvd tree replacements

- Removal of 2 underperforming red oak trees
- Deliver and install 2 45-gal Red Oaks
- Irrigation allowance to ensure new material has adequate coverage.

Includes pickup of all debris associated with enhancement.

### High hawk tree replacements

Scope	Quantity	Unit
Removal	8.00	Hr
Oak Red	2.00	45g
Labor - Irrigation	2.00	Hr
Irrigation Miscellaneous Fittings	2.00	ea

**High hawk tree replacements: \$3,331.45**

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**Project Subtotal:** \$3,331.45  
**Tax:** \$0.00  
**Project Total:** \$3,331.45

## Terms & Conditions

- **This proposal is valid for 30 days.**
- Underground utilities are responsibility of owner. S.P.S.D., Inc. will call Dig Tess to locate all utilities. If unmarked, unknown utilities are unearthed during construction, the cost of repair will be paid by the owner.
- This project assumes normal soil conditions. If rock excavation or trenching is needed, additional charges will apply.
- All plant material is subject to availability at time of planting.
- SPSD, Inc. warrants landscape shrubs, ground covers and grass for a period of ninety (90) days and trees for one (1) year after planting if professional maintenance contractor is currently maintaining property.
- Warranty for transplanted and non-irrigated plant material is excluded.
- This proposal includes applicable sales and use tax.
- Work to be performed during regular business hours. Overtime rates may apply for worked performed outside of normal business hours.
- Irrigation repairs are an estimation of probable cost only, all irrigation repairs will be performed on a time & material basis only.
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By \_\_\_\_\_

**Daniel Valenzuela**

Date 11/21/2023

**SPSD Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**Associa Principal Management Group**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

---

**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Victor Contreras

**TITLE:** Consider proposal from Classic Construction in the amount of \$59,142.00 to install lights at High Hawk Park.

---

**ANALYSIS:**

EnterTextHere [Optional additional description]

## 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><b>Proposed Scope Of Work:</b></p> <p><b>Park Lighting</b></p> <ul style="list-style-type: none"> <li>• Install (4) model #4003, 14', 45 watt led pole and fixtures around parking lot (locations to be determined later).</li> <li>• Install (1) model #4003 pole and fixture along walkway to bathrooms ( location to be determined later).</li> <li>• Poles to be installed and set on concrete bases with pier.</li> <li>• Install new underground wiring from restroom building to each new pole location.</li> <li>• Concrete pier to be installed 6' deep with #4 rebar, concrete strength of 3500 PSI</li> <li>• Sawcut sidewalk at restrooms to allow for new conduit installation.</li> <li>• Concrete to be 4" thick, #4 rebar every 12" on center, concrete strength of 3500 PSI, with light broom finish.</li> <li>• Once conduit is installed install new concrete to match existing as close as possible.</li> <li>• New lighting to be photocell controlled.</li> <li>• Remove and dispose of all construction related debris.</li> </ul> <p><b>Labor and Materials - \$59,142.00</b></p>
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**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](mailto: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.

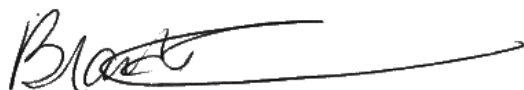
Prices are guaranteed for 30 days. This proposal may be considered voided if not accepted within 30 days from the submission date above.

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 TEXAS**COUNTY 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.





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

---

**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Victor Contreras

**TITLE:** Consider proposal from Classic Construction in the amount of **\$20,285.00** to install lights at High Hawk & Clark Trail

---

**ANALYSIS:**

EnterTextHere [Optional additional description]

## 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.



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- 🏠 Water Mitigation
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- 🏠 Asbestos Abatement
- 🏠 Trauma/ Crime Scene Clean-up
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- 🏠 Vinyl siding
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- 🏠 Asphalt shingle
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### MASONRY

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- 🏠 Floating brick panels & columns
- 🏠 Monuments

### GENERAL CONSTRUCTION

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

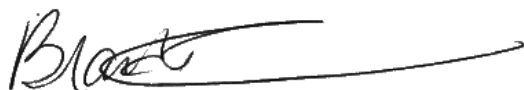
Prices are guaranteed for 30 days. This proposal may be considered voided if not accepted within 30 days from the submission date above.

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 TEXAS COUNTY 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
<b>Ferronica Briggs</b> 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		
<b>Recipient Verification:</b> ✓Email verified 15 Feb 2024 22:10:24 UTC		

<b>Sarah Welch</b> 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		
<b>Recipient Verification:</b> ✓Email verified 15 Feb 2024 22:19:10 UTC		

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

Page 1 of 1



### Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.







**CITY OF GRAND PRAIRIE  
COMMUNICATION**

---

**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Classic Construction

**TITLE:** Consider proposal from Classic Construction in the amount of \$149,391.50 to Install Dog Park at High Hawk Park.

---

**ANALYSIS:**

EnterTextHere [Optional additional description]

## ABOUT CLASSIC

**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 defects. We have a full administrative staff as well as project managers who will manage your 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

### BUILDING DEFECTS

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

### BUILDING ENVELOPE

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

### ROOFING

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

### MASONRY

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

### TOP ENGINEERS WE USE

- 🏠 Charles Taylor Technical Services
- 🏠 Lerch Bates Engineering
- 🏠 Dotson Engineering
- 🏠 A3 Services & ACE Engineering, Inc.
- 🏠 Paragon Engineering

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# Estimate

Date	No.
02 / 05 / 2024	58512

Name / Address
Dog Park 11/23 4730 High Hawk Blvd., Grand Prairie , Tx,75052

Rep
RA/VC

Project
High Hawk

High Hawk, High Hawk, Dog Park 11/23 Contract of 58512

Description



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

The following estimate is an approximate cost for the installation of Dog Park at High Hawk with the following items. Dog Park will be a 200' x 200' with gate airlock area. Dog Park will have Wrought Iron Fencing to full perimeter with puppy bars at the bottom. Dog Park will have obstacle course for dogs, 8 Benches for seating and 10 doggy stations for waste, 3 signs for dog park, and Dog Park will have irrigation system that will tie into existing water in playground restroom. Following board approval of project all pricing will be updated with current market pricing.

High Hawk - Dog Park

- Dog Park to be 200' x 200' with leashing area of 8' x 8'
- Furnish and install approximately 424' of 6' tall prefabricated galvanized and powder coated iron fence.
- 2 Walk gates with basic latches
- Panels will have puppy bars at the bottom. This will decrease the opening down to 1 3/4" air space
- Post will be 2" square 16 gauge, to be set in concrete 3500 PSI
- Panels will have 1" square rails 18 gauge, 1/2" sq pickets 18 gauge 4" on center.
- Puppy bars 2' tall with 1/2" pickets 18 gauge.
- Leashing area 8x8 with 2 walk gates with basic hinges, latches, and spring closures.
- Utility gate for maintenance access, 6' wide by 6' tall gate with basic hinges, latch and spring closures.
- Wrought iron to be powder coated Black.
- Installation of Willy Goat - Intermediate Dog Exercise Course - 6 Activities.
- Course kit includes the follow features: Rover Jump Over, Stepping Paws, King of the Hill, Paws Table, Doggie Crawl and the Hoop Jump. Choose the Natural (green and beige) or Playful (blue and red) color theme for CanineCoat, the specially designed thermoplastic coating that makes all of the dog park components slip-resistant and urine and UV-ray resistant.
- Installation of 8 concrete pads and 8 Northgate park bench 6' long.
- Concrete pad to be 2'x8' x4" with anchor bolts for new park bench.
- Concrete will be 3500 PSI with #5 rebar 16" on center.
- Concrete to have light broom finish.
- Will install Doggy station with aluminum receptacle close to 8 park bench and 2 on the exterior of park.
- Doggy station will be set in 3500 PSI concrete base and will have bag dispenser and trash can to be maintenance by other as needed.
- Dog park will be left as open field and will need an irrigation system.
- Installation of new irrigation system to dog park, water to be pulled from existing restroom in park area.
- Will need to trench from restroom to new proposed dog park to run water lines and shut off valves.
- Installation of new system to approximately 40,000 SF area of park.
- Furnish and install 3 new signs for High Hawk - Dog Park, and be set in areas designated by property.
- Remove and dispose of all construction related debris.

Labor and Materials - \$149,391.50

**Total    \$149,391.50**

**All Contracts over \$1000 require a draw to start work. We will meet or beat any comparable, written estimate.**

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Classic Construction keeps your costs down by accepting Cash and Check Payments. If you wish to pay your invoice by Credit Card, please note that there will be an additional 3% Credit card processing Fess added to the invoice. If you wish to move forward with a Credit Card payment, please contact, us at [payments@classicconstruction.com](mailto:payments@classicconstruction.com) to request an updated invoice with that 3% added and a link to pay by Credit Card. Thank you for your understanding.

**\*\*FEDERAL GOVERNMENT REQUIRES** all renovations on properties built before 1978 be tested for lead based paint under the new rule: RENOVATION, REPAIR, PAINTING PROGRAM RULE. If your property falls under that rule you will be notified for proper pre-renovation requirements.

Prices are guaranteed for 30 days. Any item on scope performed separately, will be subject to price increase.

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 hereafter specified is volatile, and sudden price increases could occur. Classic Construction & Restoration agrees to use his 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, you agree 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.

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

*V.C.*

Approved by Victor Contreras

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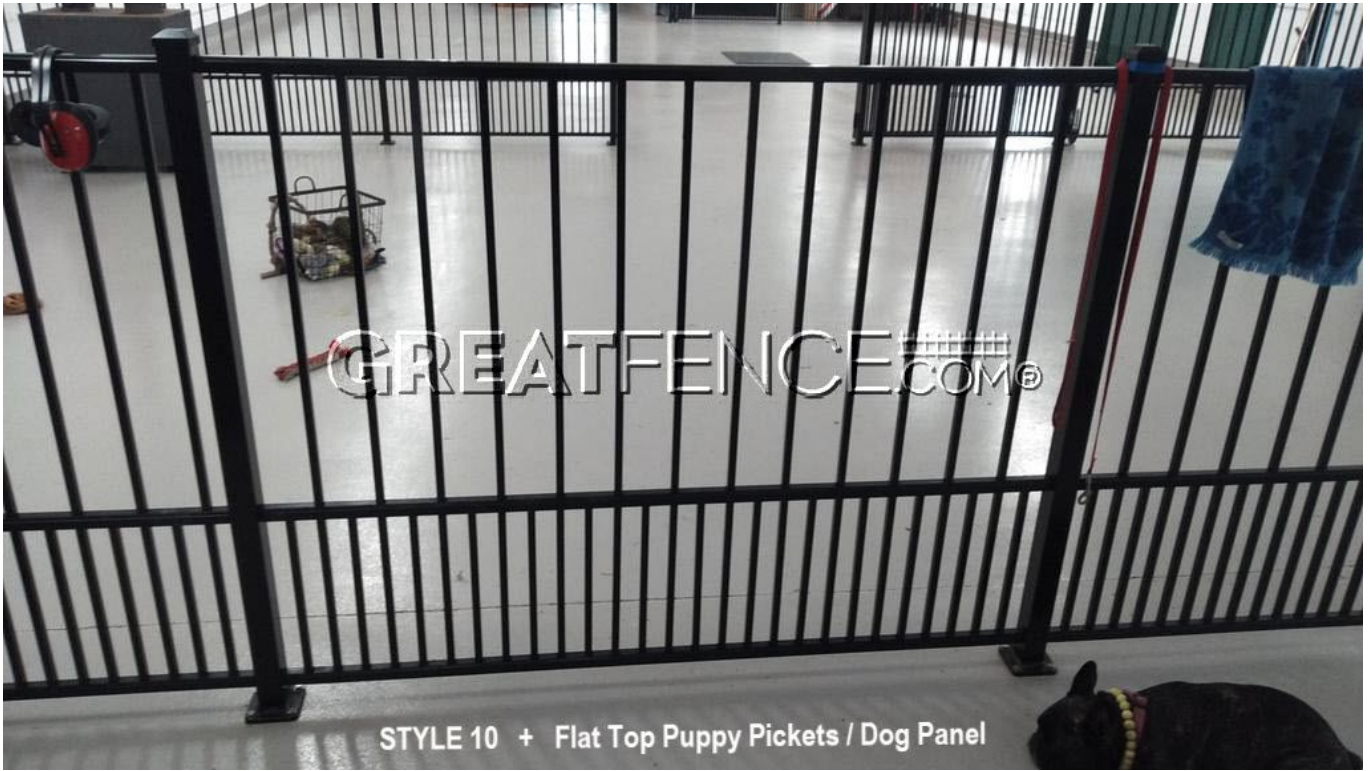


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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

---

**MEETING DATE:** 02/27/2024

**REQUESTER:** Ferronica Briggs

**PRESENTER:** Victor Contreras Classic Construction

**TITLE:** Discuss proposal from Classic Construction in the amount of \$271,460.00 to Phase 5 Brick Perimeter Wall at Camp Wisdom.

---

**ANALYSIS:**

EnterTextHere [Optional additional description]

## 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  
Phase 5 - Brick Perimeter Wall  
58956

**Proposal Prepared for:**

**High Hawk**

4730 High Hawk Blvd.,  
Grand Prairie, Tx 75052

**Presented by:**

**Victor Contreras**

victor@classicconstruction.com 972-272-8854

02 / 05 / 2024





## **Project Summary.**

The following Proposal is to remove current Vinyl fencing at High Hawk community for Phase 5 and replace with Brick and CMU panels to match existing design on property. Work will require new permit and mobilization once permit is approved by city of Grand Prairie.

Supporting Documents to the scope of work can be found in Exhibit A.



## Proposed Scope Of Work:

### Brick Perimeter Wall - Phase 5

- Dig test to be called to confirm that location for new h column piers will not be going through any electrical, water or service line in the area.
- Remove currently install vinyl fencing and build single walled brick panels 9'6"x6' – approximately 118 panels.
- All Vinyl fencing removed must be disposed/hailed offsite same day no material to remain onsite.
- Brick to match existing as close as possible, brick has been approved to use on project by property is Binsa-Monroe Tumbled King Brick
- Current footing will remain for brick panel footing as everything inspected is solid with no shifting detected.
- Current footing will be cut 18" into to set pier and rebar for column installation. Will dig and install concrete pier for every H Column.
- New pier to be installed will be 18" in width, minimum 2' in depth with #4 rebar 2' down and 5' above ground. Each H column to have 2-4 rebar per location.
- New iron angle to be installed from pier footing to pier footing. 5/8" x 3" x 4" approximately 9'6" long.
- Installation of CMU Split face block on lower course 4"x 8" x 16" block with weep hole. As a Solider course.
- There will be 4 weep holes per panel and hole will be saw cut approximately 3" x 3"
- Galvanized ladder wire every 3th course
- Solider course to top brick panel – 118 EA
- Install CMU Split face H columns 16"x6' – approximately 113 columns or what is needed to complete job.
- Install CMU Column cap 2" thick with mortar bed to set on top of H columns. Column cap to have minimum 3/8" gap between brick panel and cap.
- Current 2'x2'x7' Columns will remain any columns that requires repairs will be fixed as needed to insure it is solid. This includes cutting vertical cuts in existing columns for brick panel to sit into as a floating panel. Includes tuck point of any cracks in mortar and resetting of any loose CMU blocks.
- All CMU Split face block to be painted to match existing color on property. Will be using Behr Masonry, Stucco, and Brick exterior paint as the base.
- Remove and dispose of all construction related debris
- We will also be providing door knockers with same information 2 days prior to work on property.

- We will start work with demo and temporarily secure with orange temp fence. We project being able to build 7-9 Panels in one day. Doing work like this will ensure no disturbance to homeowners and capability to allowing homeowners to have their pets outside at end of day of workday. Once panels are completed, we will allow 4 days of dry time and paint all CMU block on both sides of perimeter fencing.
- Temporary orange fencing will be used when existing fence is demoed, and wall panels have not been built for the day. Plywood fence will be used when there is a pool located in the homeowner’s yard for safety purposes.
- When painting split face CMU block and existing block, will need to lightly power wash all debris off surfaces to allow paint to properly adhere.
- Paint shield must be used to protect from overspray on bricks, footing, and grass. All spills to be cleaned up immediately, mask and protect homeowner dividing fence while painting around these areas.
- Materials must be neatly stage and organized in staging area, and must be secure from access to the public.
- Daily cleaning must be done when job is in progress, no debris to be left onsite where someone can get hurt or injured due to exposed wire, rebar or loose fencing.

Phase 5:

Approximately 118 brick panels  
**Total Labor \$271,460.00**

Upon start of project, it will take roughly 6-8 weeks to complete.  
 Pricing Excludes Brick Cost as this was paid with original contract.  
 Follow Engineering Plans below

**Total \$271,460.00**

### 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 # 58956 Phase 5 - Brick Perimeter Wall, 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 include structural related items that would require evaluation by a professional structural engineer. Property has consulted with David Dotson to produce engineering for this project.

**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:

<b>Classic Construction and Restoration, Inc.</b>	<b>Client: High Hawk</b>
ATTN: Aaron Painter 406 S. Yale Dr. Garland, TX 75042	ATTN:          <div style="text-align: right; margin-top: 20px;">                     _____ Client Initials                 </div>

**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 Two Hundred Seventy-One Thousand Four Hundred Sixty Dollars and Zero Cents (\$271,460.00). 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](mailto: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	50% Start-Up Draw	\$ 135,730.00	Due Upon Receipt
Upon Completion of 52 Panels	30% Progress Draw	\$ 81,438.00	Due Upon Receipt
Upon 100% Completion	20% Retainage Final Invoice	\$ 54,292.00	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.

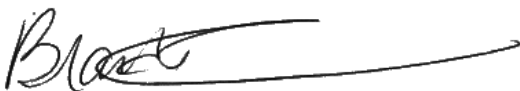
Prices are guaranteed for 30 days. This proposal may be considered voided if not accepted within 30 days from the submission date above.

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 TEXAS**COUNTY 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

EXHIBIT A

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





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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 02/27/2024

**REQUESTER:** Lee Harriss

**PRESENTER:** Mike Carroll, President

**TITLE:** Discussion of Budget to Actual Financial Report for January 31, 2024

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**Budget/Actual Report for Fiscal 2024  
321992  
High Hawk Public Improvement District  
as of 1/31/24**

	<u>10/1/2023 - 9/30/2024</u>				<u>Current Month</u>	<u>Estimated 9/30/2024</u>	
	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	<u>% Used</u>			
<b>HHPID 321992</b>							
<b>Beginning Resource Balance</b>	<b>291,000</b>	<b>315,692.36</b>				<b>315,692</b>	
<b>Revenues</b>							
Spec Assess Delinquent	42610	-	1,726.12	1,726.12	0%	-	1,726
Special Assessment Income	42620	534,138	471,793.79	(62,344.21)	88%	118,392.90	528,797
Interest On Pid Assessment	42630	-	392.73	392.73	0%	-	393
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	1,347.00	(2,688.00)	33%	336.00	4,035
<b>Total Revenues</b>	<b>538,173</b>	<b>475,259.64</b>	<b>(62,913.36)</b>	<b>88%</b>	<b>118,728.90</b>	<b>534,950</b>	
<b>Expenditures</b>							
Office Supplies	60020	1,500	-	1,500.00	0%	-	1,500
Decorations	60132	25,000	18,801.40	6,198.60	75%	-	25,000
Public Relations	60160	4,500	1,674.74	2,825.26	37%	-	4,500
Beautification	60490	30,000	16,936.19	13,063.81	56%	16,936.19	30,000
Graffiti Cleanup	60775	1,000	-	1,000.00	0%	-	1,000
Wall Maintenance	60776	20,000	2,284.00	17,716.00	11%	-	20,000
Professional Engineering Servi	61041	4,000	-	4,000.00	0%	-	-
Security	61165	-	-	-	0%	-	-
Mowing Contractor	61225	105,158	26,242.41	78,915.59	25%	25,598.49	105,158
Tree Services	61226	20,000	(2,128.81)	22,128.81	-11%	-	20,000
Collection Services	61380	1,955	1,945.50	9.50	100%	1,945.50	1,955
Miscellaneous Services	61485	500	-	500.00	0%	-	500
Fees/Administration	61510	13,860	2,200.00	11,660.00	16%	2,200.00	13,860
Postage And Delivery Charges	61520	1,500	-	1,500.00	0%	-	-
Broadband - Signs	61531	-	600.00	(600.00)	0%	-	600
Building Security Expenses	61560	1,500	-	1,500.00	0%	-	1,500
Light Power Service	62030	8,000	1,292.37	6,707.63	16%	719.68	8,000
Water/Wastewater Service	62035	38,000	15,675.28	22,324.72	41%	1,279.73	38,000
Bldgs And Grounds Maintenance	63010	17,500	2,133.64	15,366.36	12%	1,066.82	17,500
Pond Maintenance-Aquatic	63038	4,500	1,953.20	2,546.80	43%	300.00	4,500
Pond Maintenance-Equipment	63039	5,000	-	5,000.00	0%	-	5,000
Irrigation System Maintenance	63065	10,000	5,184.11	4,815.89	52%	2,410.59	10,000
Roadway Markings/Signs Maint	63115	2,000	-	2,000.00	0%	-	2,000
Playgrounds/Picnic Areas Maint	63135	7,500	-	7,500.00	0%	-	7,500
Decorative Lighting Maintenance	63146	10,000	-	10,000.00	0%	-	10,000
Concession Stnd/Restroom Maint	63190	6,000	2,246.47	3,753.53	37%	1,382.47	6,000
Property Insurance Premium	64080	2,500	2,432.00	68.00	97%	2,432.00	2,432
Liability Insurance Premium	64090	12,000	10,602.32	1,397.68	88%	-	10,602
Fencing	68061	368,616	221,169.91	147,446.09	60%	221,169.91	368,617
Construction Miscellaneous	68151	-	-	-	0%	-	-
Signs	68390	-	-	-	0%	-	-
Lease Payment (Cameras)	68901	28,000	-	28,000.00	0%	-	28,000
Lease Interest Expense	91000	-	-	-	0%	-	-
<b>Total Expenditures</b>	<b>750,089</b>	<b>331,244.73</b>	<b>418,844.27</b>	<b>44%</b>	<b>277,441.38</b>	<b>743,723.84</b>	
<b>Ending Resource Balance</b>	<b>79,084</b>	<b>459,707.27</b>				<b>106,918.99</b>	

**High Hawk Public Improvement District**

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