

# Minutes - Timbergrove Manor Civic Club (TMCC) Board Meeting 9/27/16

Date: 9/27/16

Location: Rainbow Lodge

Meeting Called to Order: 7:09 PM

Began Quorum Requirement Met

## Officer's Reports

- Secretary's Report August 30, 2016
  - There was a motion to approve the corrected minutes by Paige Ochterbeck
  - The motion Seconded by Lorraine Cherry
  - The motion was approved by voice vote, with no dissentions.
- Treasurer's Report
  - Paige reviewed the activities including a Budget overage for Beautification due to lawn sprinkler repairs.
  - There was a motion to approve the report by Lorraine Cherry.
  - The motion was Seconded by Gary Nordstrom
  - By voice vote, the motion was approved.

## Committee Reports

- Activities
  - Time reported that the Volunteer Dinner was a success with 35 attendees and under budget.
  - Snowfest – The snow has been ordered and mail out approved. A pre-event meeting will be scheduled to discuss volunteer activities.
  - Future Events – There was a discussion about a proposed "Taste of Timbergrove" to possibly be held at Warehouse Bar and Chill on West 11<sup>th</sup> Street.
- Beautification –
  - Leslie reported by e-mail that she is working on a quote for mulching around the trees on Ella.
- Block Captains –
  - Carolyn reported concerning the number of new residents that they attempted to contact and the status of Block Captains.
- Design Review Committee – No report.
- Deed Restrictions
  - There was a voicemail request from architect a 6303 Grovewood as to Deed Restriction Committee (DRC) approval status. There is no number for the DRC so they called the Deed Restrictions Enforcement number.
  - Traci has set up a Google Phone number for individuals to contact her, and further suggested that additional numbers can be added for other committees.
  - There was another complaint about the length of the grass on the two (2) lots for sale on Queenswood. The lot was posted today as sale pending.
- Environmental Affairs-

## Minutes - Timbergrove Manor Civic Club (TMCC) Board Meeting 9/27/16

- Lorraine's reviewed her report which is attached. Darlene made the motion to provide \$1425.00 to fund additional funds for the trial repairs. Peter Davies seconded the motion which was approved by a show of hands.
  - Darlene reviewed her report which is attached.
  - SouthWaste – No report.
- Membership
  - See the report attached.
- Neighborhood Security – Patrols were authorized for Neighbor's Night Out.
- Timbergram – September's issue was printed and distributed. Lorraine Cherry made the motion that all advertisers that are past due 90 days will not be allowed to submit advertisements to the TimberGram. The motion was seconded by Gary Nordstrom and approved by a show of hands.
- Timbergreeter – Carolyn reported a number of residents were greeted during the past month.
- Yard of Month – A new volunteer is needed to replace Ann Bell.
- Web-Site
  - Chris reported that there have been no changes since last meeting.
- Old Business.
  - Jaycee Park Parking Time Limits – Chris reported that time limited parking signs are now in place. There has been no progress on the ADA Accessible Parking.
- New Business
  - Jennifer has requested that her assistant be given access to the Facebook page to assist with the endeavor.
  - Bill suggested that the TMCC may want to consider purchasing a PA system for future use.

### Motion to Adjourn

Meeting was at 9:05 PM adjourned following a motion by Paige Ochterbeck.

The Meeting Minutes were prepared by: Peter Davies, TMCC Secretary P. Davies

Attached Sign In Sheet

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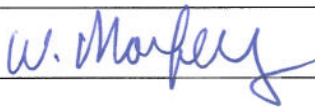
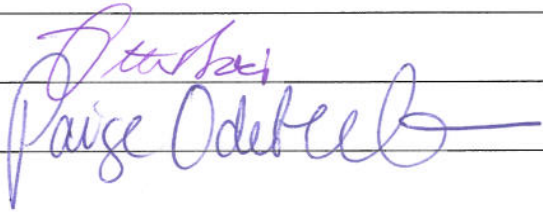



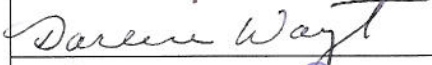

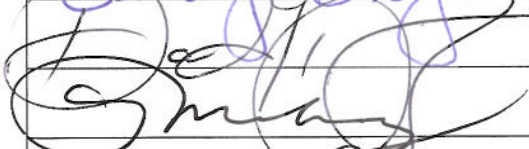
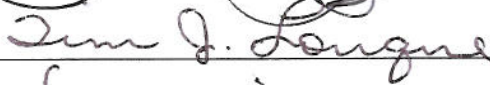
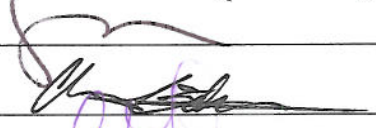

# TIMBERGROVE MANOR CIVIC CLUB (TMCC)

## Board Meeting ATTENDANCE LIST

DATE: September 27, 2016

Location: Rainbow Lodge

Name - Title
William Morfey - President
Leslie Hillendahl - VP
Peter Davies - Secretary
Paige Ochterbeck - Treasurer
Forrest Andrews - Director
Lorraine Cherry - Director
Kirk Guy - Director
Gary Nordstrom - Director
Darlene Wayt - Director
Carolyn Bryant
DALE DUGAS
Lorraine cherry
TIM LOUQUE
JENNIFER WILKINS
Chris Ochterbeck
TRACI RILEY

Signature












**Timbergrove Manor Civic Club**  
**Profit & Loss Budget Performance**  
August 30 through September 23, 2016

	<u>Aug 30 - Sep 23, 16</u>	<u>Jan 1 - Sep 23, 16</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Beautification Fund	0.00	1,215.00	1,000.00
Club Dues	90.00	23,820.00	27,000.00
Deed Rest. Enforcement Fund	0.00	380.00	700.00
Donations-4th of July	0.00	500.00	500.00
Donations-Easter Egg Hunt	0.00	500.00	500.00
Donations-Other	0.85	2,107.21	2,000.00
Donations-Snow Fest	0.00	0.00	3,000.00
Donations-W. 11th St Park	0.00	1,380.00	500.00
Interest Income	0.00	464.91	440.00
Jaycee Park General Fund	0.00	895.00	
Jaycee Park Port-0 Units	150.00	2,729.00	3,200.00
Neighborhood Security Fund	450.00	67,760.00	66,560.00
Rummage Sale Rev.	0.00	0.00	600.00
Timbergrove Adv. Revenue	695.00	2,510.00	5,505.00
<b>Total Income</b>	<u>1,385.85</u>	<u>104,261.12</u>	<u>111,505.00</u>
<b>Expense</b>			
4th of July	0.00	659.53	600.00
Bank Charges	15.96	962.01	1,000.00
Beautification	1,360.00	11,235.00	12,500.00
Donations	0.00	575.00	2,000.00
Easter Egg Hunt	0.00	891.76	800.00
General Meetings	107.88	457.71	650.00
Insurance	0.00	744.00	750.00
Jaycee Park Port-o Units	0.00	0.00	3,200.00
Membership	0.00	302.03	750.00
Misc./ Other	0.00	66.00	300.00
Neighborhood Security	7,616.00	51,203.08	66,860.00
Office/Postage	0.00	140.00	50.00
Professional Services	0.00	0.00	1,000.00
Rummage Sale/Shred Day Expense	0.00	0.00	700.00
Snow Fest	0.00	0.00	5,250.00
Storage Unit	0.00	440.00	440.00
Timbergrove	759.00	3,909.00	5,505.00
Timbergroeters	0.00	0.00	500.00
Volunteer Dinner	0.00	0.00	1,250.00
Web Site	0.00	41.60	225.00
<b>Total Expense</b>	<u>9,858.84</u>	<u>71,626.72</u>	<u>104,330.00</u>
<b>Net Ordinary Income</b>	<u>-8,472.99</u>	<u>32,634.40</u>	<u>7,175.00</u>
<b>Net Income</b>	<u><u>-8,472.99</u></u>	<u><u>32,634.40</u></u>	<u><u>7,175.00</u></u>

**Timbergrove Manor Civic Club**  
**Balance Sheet**

As of September 23, 2016

Sep 23, 16

**ASSETS**

Current Assets

Checking/Savings

Integrity Bank CD - January 26,410.78

Integrity Bank CD - July 25,536.43

Integrity Bank Checking 86,849.94

Total Checking/Savings 138,797.15

Total Current Assets 138,797.15

**TOTAL ASSETS 138,797.15**

**LIABILITIES & EQUITY**

Equity

Opening Bal Equity 62,608.80

Unrestrict (retained earnings) 43,553.95

Net Income 32,634.40

Total Equity 138,797.15

**TOTAL LIABILITIES & EQUITY 138,797.15**

**Timbergrove Manor Civic Club**  
**Transaction Detail By Account**  
 August 30 through September 23, 2016

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Original Amount</u>
<b>Integrity Bank Checking</b>							
	Check	09/23/2016	1413	Janet Ruhnke	Sept TG delivery	Timbergram	-150.00
	Check	09/23/2016	1414	Jose Hernandez	Custodian for Sept GM	General Meetings	-30.00
	Check	09/23/2016	1415	Chris Ochterbeck	Pizza for Sept mtg	General Meetings	-77.88
	Check	09/23/2016	1416	Prime Source	Sept TG Printing	Timbergram	-609.00
	Check	09/23/2016	1417	Al's Lawn and Tree Service	July/August	Beautification	-1,360.00
	Check	09/23/2016	1418	Seal Security Solutions LLC	8/16-9/15 INV 31569	Neighborhood Security	-7,616.00
	Deposit	09/23/2016			Deposit	-SPLIT-	835.00
	Deposit	09/23/2016			Deposit	-SPLIT-	29.66
	Deposit	09/23/2016			Deposit	-SPLIT-	68.07
	Deposit	09/23/2016			Deposit	-SPLIT-	136.15
	Deposit	09/23/2016			Deposit	-SPLIT-	68.07
	Deposit	09/23/2016			Deposit	-SPLIT-	68.07
	Deposit	09/23/2016			Deposit	-SPLIT-	96.80
	Deposit	09/23/2016			Deposit	-SPLIT-	68.07
	Total Integrity Bank Checking						
<b>TOTAL</b>							

## Report for TMCC Board Meeting 9-27-16

### Jaycee Park Splash Pad

- The expansion joint caulk failed; nail heads are exposed on the surface.
- Contractor: Bullion Coatings; Project Manager: Houston Parks Board (HPB); Work done 1-22-16; 1 year warranty; Cost \$2,377.62 (initially \$3,377.62); TMCC check #1354 for \$650.00 donated to HPB to offset the cost.
- On 8-19-16 Pete met with reps from HPB and the Contractor. Although no nails were exposed as of that date, caulk was coming up so this defective work was reported to HPB and the Contractor.
- 311 Service Request #101002339384 on 9-18-16 by Darlene submitted via email to COH with photos of the row of exposed nails; as of 9-25-16, there was no action by the COH to remove the nails.
- On 9-23-16 Darlene emailed HPB describing what she saw and attached photos.
- Pete had at least one phone conversation with HPB about the failed caulk and exposed nails.
- On 9-25-16 Pete submitted a Field Observations Report to HPB with solutions both short-term (caulk applied properly after the correct surface prep procedures) and a long-term solution (slotted drains instead of caulk).

An Agreement for Improvements for Jaycee Park was made on 10-30-15 between Houston Parks Board & Bullion Coatings and was acknowledged by HPARD. This Agreement and Attachment A HPB's Scope of Work and Attachment B the Contractor's Proposal are attached. Contractor Violations:

1. The nails were not removed, which was the purpose of the work. The work for which the agreement was made was never done by the contractor. This is a violation of 3.1 Contractor Responsibilities.
2. On 1-23-16 Pete, Darlene and an HPB rep, visited the site. Three (3) razor blades were left on the surface of the splash pad and the HPB rep picked them up. Leaving razor blades on the surface is a violation of 6.1 Protection of Persons and Properties.
3. The contractor never removed the sand from the surface. Pete and Darlene later used Pete's leaf blower to get the sand off of the surface. Failure to clean the work site is a violation of 3.1 Contractor Responsibilities.
4. The contractor left debris and garbage from job materials on the surface and on the ground around the splash pad. The HPB rep picked up most of the trash from the surface. Pete and Darlene later raked around the ground to be sure no razor blades were in the grass. Failure to clean the work site is a violation of 3.7 Contractor Responsibilities.
5. The work was not completed by 12-30-15. There were five (5) start dates before the actual work date of 1-22-16, only two (2) dates of which had rain. Not completing the work by 12-30-15 is a violation of 4.4 Contract Time.

Environmental Affairs  
Report for 09/27/2016 Board of Directors Meeting  
Lorraine Cherry

***West 11<sup>th</sup> Street Park***

- Through the assistance of Forrest Andrews and Darlene Wayt, we were able to get a discounted bid on the proposed trail work at the park from Moss Landscaping. For all of the proposed repair work, spraying for poison ivy, and cutting bag overgrowth on the trails, the current bid is \$5,715, representing a substantial discount of \$1,905 on the original bid. TMNA has underwritten \$2500 of this cost from the proceeds of their fun run last April. We are currently waiting for an updated estimate from Landscape Arts before making a final commitment.
- Our annual volunteer day in the park will be on October 29, with a rain date one week later. Preliminary "Save the Date" announcements are being sent out. This year, in addition to clearing out the annuals from spring and summer, we will be deep mulching and planting a variety of perennials similar to what we have in the WaterSmart® Garden at the corner.

***Bryce Street Trailhead Park***

- Work stoppage continues pending negotiation of several issues between COH/TIRZ/HPB and the contractor about some mature trees along the feed station fence line that were mistakenly removed. There has also been some disagreement about the characteristics of the new fence that has been put up around the station. The remaining work on the project (largely re-sodding and landscaping) is pending settlement of these issues.



**AGREEMENT FOR IMPROVEMENTS  
JAYCEE PARK, HOUSTON, TEXAS**

This agreement (hereinafter called "Agreement") is made as of the **30<sup>th</sup> Day of October, 2015**, by and between:

**Bullion Coatings** (hereinafter known as CONTRACTOR)

and

**Houston Parks Board, Inc.** (hereinafter called "HPB")

and

**Acknowledged by HPARD**

For renovation of Jaycee Park's splash pad (hereinafter called the "Work").

**1 GENERAL PROVISION**

1.1 Each party represents and warrants to the others that it has the authority and legal right to enter into and perform its obligations set forth in this Agreement.

**2 HPB RESPONSIBILITIES**

2.1 If HPB observes or otherwise becomes aware of a fault or defect in the Work, HPB shall give prompt notice thereof to the Contractor.

**3 CONTRACTOR RESPONSIBILITIES**

3.1 The scope of work includes: power washing splash pad surface and muriatic wash of both benches, and removal of existing caulk joints and any expansion deemed unsafe (i.e., exposed nails).

3.2. Additional scope of work items are outlined on HPB's scope of work, Attachment A, and CONTRACTOR's proposal, Attachment B.

3.3 Item not used

3.4 The Contractor shall be responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.5 The Contractor shall be responsible for correcting all defective Work.

3.6 The Contractor shall pay all sales, consumer, use and similar taxes required by federal, state and local law. HPB is a tax-exempt organization and will provide a tax-exempt certificate if requested by the Contractor.

3.7 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement.

**4 CONTRACT TIME**

4.4 The Work to be performed under this Agreement shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion by December 30, 2015 (weather permitting or per instructions from the Friends of Jaycee Park)**.

**5 PAYMENTS**

5.1 HPB shall submit a down payment of One Thousand Six Hundred Eighty-Eight Dollars and Eighty-One Cents (\$1,688.81) within fifteen (15) calendar days of execution of the contract.

5.2 The Contractor shall submit an application for the balance of payment to the HPB Project Manager after completion of the project.

- 5.3 Within thirty (30) days of HPB's receipt of a properly submitted and correct Application for Payment, HPB shall make payment to the Contractor.
- 5.4 Upon receipt of payment from HPB, the Contractor shall promptly pay each sub-contractor or vendor the amount to which each is entitled in accordance with the terms of their respective contracts.
- 5.5 The Contractor warrants that upon submittal of an Application for Payment all construction for which payments have been received from HPB shall be free and clear of liens, claims, security interests or encumbrances.

**6 PROTECTION OF PERSONS AND PROPERTY**

- 6.1 The Contractor shall take reasonable precautions for the safety of all persons, material and equipment at the site, adjacent property, and all trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement.

**7 INSURANCE**

- 7.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain insurance at the limits delineated below to protect Contractor, Houston Parks Board, Inc., and the City of Houston, from any claims which may arise out of or result from the contractor's operations under this Agreement, whether such operations be by Contractor or by his sub-contractor's or by anyone employed by any of them, or by anyone directly for whose acts any of them may be legally liable. Such claims include but are not limited to:
  - a. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the Work;
  - b. Claims for damages because of bodily injury and personal injury, including death; and
  - c. Claims for damages to property
- 7.2 Contractor's commercial general liability insurance shall also provide coverage for the following:
  - a. Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
  - b. Personal injury liability
  - c. Broad Form liability;
  - d. Independent Contractors.
- 7.2 Contractor's insurance shall be not less than the amounts shown below:

<u>(COVERAGE)</u>	<u>(LIMIT OF LIABILITY)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by Accident \$100,000 (each accident)
	Bodily Injury by Disease \$100,000 (policy limit)
	Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability:	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate per 12-month period (defense costs excluded from face amount of policy)

Automobile Liability: Owned and non-owned, including hired	\$1,000,000 combined single limit
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- 7.3 With the prior approval of HPB, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 If liability coverage is written on a "claims made" basis, the Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of 2 years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion.
- 7.5 The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.
- 7.6 Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, and all renewals or replacements during the term of this Agreement, must name the Houston Parks Board, Inc., and the City of Houston as an "additional insured".
- 7.7 Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against HPB and the City of Houston.
- 7.8 Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against HPB.
- 7.9 Cancellation:
- a. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance written notice is given in writing to HPB and to the City of Houston by the insurance company as per endorsement WC 42 06 01 – Texas Notice of Material Change Endorsement.
  - b. Contractor shall give written notice to HPB within five days of the date upon which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. Contractor agrees to maintain the requisite coverage during the entirety of performance under this Agreement.
  - c. In the alternative to the above, the policy may contain an endorsement establishing a policy aggregate for the particular Project or location subject to this Agreement.
- 7.10 Each policy hereunder, except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insureds with respect to claims arising hereunder.
- 7.11 Contractor shall be solely responsible for payment of all insurance premiums.
- 7.12 Contractor shall require all Sub-contractors whose subcontracts exceed \$100,000 to provide proof of liability insurance coverage meeting all requirements above except amount. The

amount shall be commensurate with the amount of subcontract, but shall in no event be less than \$500,000 per claim.

- 7.13 Certificates of insurance in substantially the form shown herein shall be deposited by Contractor with HPB at the time of execution of this Contract. Upon request by HPB, the originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, shall be submitted by the Contractor to HPB.
- 7.14 The expiration date must be at least 60 days from the date of delivery of Certificate of Issuance.
- 7.15 Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Contractor shall, throughout the Term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth herein. Failure of the Contractor to comply with this requirement shall constitute a default allowing HPB, at its option, to terminate this Contract. The Contractor agrees that HPB shall never be deemed to have waived or to be estopped to assert its right to terminate this Contract because of any acts or omissions by HPB regarding its review of insurance documents provided by the Contract, its agents, employees, or assigns.

## **8 CHANGES IN THE WORK**

- 8.1 If conditions at the site are encountered which are subsurface, concealed or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist, the Contract Amount shall be equitably adjusted by a Change Order.

## **9 CORRECTION OF WORK**

- 9.1 The Contractor shall promptly correct Work rejected by HPB or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting such rejected Work, including additional tests and inspections if necessary.

## **10 MISCELLANEOUS PROVISIONS**

- 10.1 Indemnification
- 10.1.1 To the fullest extent permitted by Law, the Contractor shall indemnify and hold harmless HPB, City, and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.
- 10.1.2 In claims against any person or entity indemnified under this Paragraph 10.1 by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 10.2 This Agreement represents the entire agreement between HPB, City and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument and signed by all parties.

## **11 TERMINATION OF THE AGREEMENT**

- 11.1 This Agreement may be terminated by HPB with seven (7) days written notice to the Contractor. If such termination occurs, HPB shall pay the Contractor for Work completed and for proven loss

sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

**12 COMPENSATION**

12.1 For the Contractor's performance of the Work, including all labor, tools, materials, equipment, and construction services, as described herein, HPB shall pay the Contractor the Contract Amount of Three Thousand Three Hundred Seventy-Seven Dollars and Sixty-Two Cents (\$3,377.62).

12.2 Blank Item

12.3 Blank Item

This Agreement shall be deemed effective as of the date and year first set above, notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives.

**Bullion Coatings  
"Contractor"**

**Houston Parks Board  
"HPB"**

By: \_\_\_\_\_  
[signature]

By: \_\_\_\_\_  
Mike Nichols, Interim-Executive Director

Name: \_\_\_\_\_  
[printed]

Houston Parks Board  
300 N. Post Oak Ln.  
Houston, TX 77024  
Phone: (713) 942-8500  
Fax: (713) 942-7664

Address: 18065 W. Little York Rd.  
Katy, Texas 77449  
Phone: (281) 859-4696  
Fax: (281) 859-4698

## ATTACHMENT A

### SCOPE OF WORK – JAYCEE PARK – SPLASH PAD RENOVATION

- Power wash splash pad surface and muriatic wash of both benches
- Removal of existing caulk joint and any expansion joint deemed unsafe (i.e., exposed nails)
- Coloring of caulk to match/blend with surface colors
- Due to inadequate slope for drainage, re-do drilled holes
- Clean-up of entire worksite

Alexander. Angelescu@gmail.com

# BULLION COATINGS' COMMERCIAL PURCHASE AGREEMENT

(Note: This document is ONLY a proposal until executed by both parties)

18065 West Little York · Katy, Texas 77449-7235 · Phone (281) 859-4696 · Fax (281) 859-4698

15-35999

**CUSTOMER ("Customer"):** City of Houston Jaycee Water Park

**ADDRESS OF CUSTOMER:** 1300 Seamist Dr

**JOB SITE PROPERTY ADDRESS ("Property"):** Houston TX 77008

**PHONE:** Alex - 705-420-1743 **MOBILE:**

**FAX:** **EMAIL:**

**MAP:** 452W

**DATE:** 9/17/15

Payment for "Work" as detailed below to be made as follows:

Contract Amount (subject to sub-deck adjustment)	\$ 3377.62
Tax for Commercial Remodel Unless Tax Certificate Provided City of Hou.	\$
Total Contract Amount (Subject to sub-deck adjustment)	\$ 3377.62
Down Payment Submitted with Signed Contract	\$ 2377.62 - Down
Final Payment Due Upon Completion of the Work	\$ 1000.00 - Final

### SPECIFICATIONS

Area	Code	SPINISH P10	Code	Benches	Code		Code
Application							
Sq./Linear Ft.	221	1450 sq ft	221	300 sq ft			
Existing Base							
First Color							
Second Color or Grout							
Aggregate Effects							
Masonry Pattern							
Saw Cuts/Drains							
Expansion Joints	230	140 LF - Replace in Beige/Light Color - no gray					
Crack Repairs							
Topping Removal							
Extra Blending							
Misc:	220	Small (2x2) Bottom of 1st Bench - see NK					
Misc:							
Misc:							
Special Instructions:	NOTE - DRILL HOLES IN ONE DRAIN - SAME ONE THAT IS DONE NOW						

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3<sup>rd</sup>) BUSINESS DAY AFTER THE DATE OF THIS PURCHASE AGREEMENT IS EXECUTED BY CUSTOMER. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. FURTHER, BY EXECUTING THIS PURCHASE AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE AUTHORIZED TO SIGN ON BEHALF OF CUSTOMER AND FURTHER AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS PURCHASE AGREEMENT.

GULF COAST DECKING, INC.  
D/B/A BULLION COATINGS

By: Henry King  
Title: SALES  
Date: 9/17/15

CUSTOMER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### TERMS AND CONDITIONS

These Terms and Conditions (the "Terms and Conditions") on the front and rear of this Commercial Purchase Agreement ("Agreement") are incorporated by reference into this Agreement by and between Gulf Coast Decking d/b/a Bullion Coatings ("Bullion Coatings") and Customer. Capitalized terms used herein but not defined, shall have the meaning ascribed to in this Agreement.

1. **OBLIGATIONS OF CUSTOMER.** If Customer authorized access to adjacent properties for Bullion Coatings' use during construction, Customer is required to obtain permission from the owner(s) of adjacent properties for such use, and Customer agrees to be responsible and to hold Bullion Coatings harmless from any risks in any way related or associated with such access or use of same. Customer is required at his expense to do all acts necessary, and to meet all conditions necessary, to allow Bullion Coatings to complete the work as provided in this Agreement, including, but not limited to, providing air conditioning, water, power, utilities and/or other necessary climate conditions as requested by Bullion Coatings. Customer shall further remove and replace all personal property in the area where the Work is to be performed. Customer has directed the location and style of the improvements as reflected in this Agreement. Customer acknowledges and agrees that there shall be no liability on the part of Bullion Coatings for incorrect location of the improvements, if such items are located in accordance with this Purchase Agreement, or for encroachment or interference thereby upon the property, easements or rights of any third parties. Customer is solely responsible for acquiring any necessary variances, Landlord approval or homeowner's association approval and is further required to pay for any required applications, permits or fees prior to Customer's request for Bullion Coatings to perform the Work. All drainage in and around the improvements are to be provided by Customer and is to meet all city, county, or other governmental requirements. Customer agrees to make all payments called for by the Agreement on time, even though repairs under this Agreement may have been scheduled but not yet performed. All payments must be received within three (3) days from the time due. All payments not paid as required by this Agreement or which are withheld from Bullion Coatings shall allow Bullion Coatings, in its sole discretion, to cease all work on the Property until payment is received. If completion of the improvements are delayed by causes under Customer's control (including non-payment) for a period of more than thirty (30) days, Customer agrees to pay the increased labor and material, and equipment cost resulting from Customer's delay. Bullion Coatings retains title to all equipment until all payments are made as required by this Agreement. If all payments are not paid in accordance with this Agreement, Customer agrees that Bullion Coatings or its employees, without notice to Customer, may enter Customer's premises and repossess any equipment and accessories included in this Agreement and will apply the value of said equipment whatsoever on account of such repossession, save and except equipment damaged by Customer. Approval of work by Customer or an inspecting government agency shall be deemed to be completion of that work in a good and workmanlike manner. All payments are due in accordance with the above payment schedule. Failure to adhere to the payment schedule will result in delays. If the amounts shown above are not paid within fifteen (15) days from the due date, Customer agrees to pay interest in the amount of 1.5% monthly or 18% per annum on all unpaid amounts or the maximum rate allowed by law. In the event any payments are not timely made, Bullion Coatings reserves the right, in its sole discretion, to cease work on the Property until such time as the requisite payment(s) is/are made or terminate this Agreement.

2. **REPRESENTATIONS OF CUSTOMER.** Unless otherwise specifically provided in this Agreement, Bullion Coatings has entered into this Agreement based upon the following assumptions of facts and warranties of Customer:

- That Customer is the record owner of the Property on which the Work is to be performed or has a contract with the record owner(s) of the Property that permits the Customer to Subcontract with Bullion Coatings for the Work and Customer will provide adequate access to the Property or through adjacent property for Bullion Coatings' normal construction equipment to do the Work, at no cost and without liability to Bullion Coatings.
- That there are no defects or unusual conditions in the area where the Work is to be performed, including, but not limited to, areas susceptible to water damage from pressure spray on or around exterior surfaces, doorways or windows, boulders, cesspools, septic tanks, gas lines, water pipes, sewer pipes, drain pipes, irrigation pipes, underground electrical conduit or other underground obstructions, which would require blasting, jack-hammer work, larger than normal excavation equipment or which would otherwise require work and give rise to costs in excess of what would normally be required.

If any of the foregoing assumptions of fact are not true, Bullion Coatings may, at its option, terminate this Agreement with no further liability to either Customer or Bullion Coatings, and Customer shall pay the actual cost of labor, materials, equipment, and permits already furnished and required to restore the premises. Alternatively, the parties may, by mutual agreement in writing, amend this Agreement to deal with such event.

3. **OBLIGATIONS OF BULLION COATINGS.** Bullion Coatings will carry general liability insurance and worker's compensation insurance. Bullion Coatings is not responsible for damage to improvements and appurtenances located in or reasonably adjacent to the area where the Work is performed, including but not limited to such items as curbs, sidewalks, driveways, patios, lawns, shrubs and sprinkler systems. The parties agree that Bullion Coatings shall have substantially completed performance in a good and workmanlike manner if all final surface dimensions are within 5% of the specified surface dimensions called for in this Agreement. Substantial completion occurs when 95% of the Work has been completed. Bullion Coatings does not guaranty completion of the Work included within this Agreement by any specific date.



## Darlene Wayt

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**From:** Alexander Angelescu [alex@houstonparksboard.org]  
**Sent:** Tuesday, October 27, 2015 9:09 AM  
**To:** Darlene Wayt  
**Subject:** RE: Jaycee Splash Pad - Warranty is one year

Good morning Darlene,

I forwarded your concerns to Harvey Kny of Bullion Coatings and received this:

"Warranty information is 1 year.

Once contract is signed it is approximately two weeks out and two days to complete work. Down payment is required at this time.

Work site will be orange cones and silk fence."

Please let me know an appropriate date to start this renovation project.

Best,  
Alex

**Alexander Angelescu**  
Project Coordinator  
Houston Parks Board  
300 N. Post Oak Lane, 77024  
W: 713.942.8500 x 34  
C: 281.222.5917

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**From:** Darlene Wayt [mailto:dwayt@comcast.net]  
**Sent:** Monday, September 28, 2015 7:15 AM  
**To:** Alexander Angelescu <alex@houstonparksboard.org>; Tom Gall <Tom@houstonparksboard.org>; Harvey Kny <harvey@bullioncoatings.com>  
**Cc:** Pete Davies <peted6235@yahoo.com>; Bill Morfey <bmorfeytmcc@gmail.com>; Bill Morfey <wmorfey@zimmerlaw.com>; Forrest Andrews <fandrews@ghxinc.com>  
**Subject:** Jaycee Splash Pad - Need Vendor's Quote and Answers to Questions; Meeting Minutes are Attached

Good Morning,

Your email's attachment appears to be from a Houston Parks Board online ledger and not a quote from the vendor.

After a discussion with Peter Davies, the licensed engineer present when we met at the splash pad, who is volunteering his experience and expertise to the Timbergrove Manor Civic Club and to the Super Neighborhood 14 regarding this and other projects, we have the following questions:

- 1) Where is the quote from the vendor that contains the following scope of work info and specifications?
  - Power wash of the splash pad surface and muriatic acid wash of both benches.
  - Removal of existing expansion joint caulk, redwood rip strips and all the nails.
  - Description of joint preparation including grinding of the concrete joint edges, providing a backer rod or bond breaker and priming the joint surfaces so that the caulking will stick.
  - Color of the caulk so that it matches/blends with the other surface colors.

- HPB's instructions to Bullion Coatings regarding the slotted drain. (See the attached meeting minutes for another option to deal with the inadequate slope and drainage.)
  - Following caulk installation, the sealant/"sanding" procedure to prevent debris/insects from sticking to the caulk.
  - Full clean-up of the sand.
  - Full clean-up of the entire work site and removal of all barriers upon completion.
  - Warranty information.
- 2) When in November, and for how many days, will the work take place?
  - 3) In what manner will the work site be cordoned off?
  - 4) Who or what entity – HPB? HPARD? – will conduct inspections during and after this work and how many inspections will there be?
  - 5) How much money exactly is in the Houston Parks Board-managed fund for Jaycee Park?

Peter Davies's meeting minutes are attached. Please email us a scan of the vendor's quote and answers to our questions. Replying-to-all will be helpful. Bill Morfey is the current president of both the TMCC and the SNC-14; Forrest Andrews is a TMCC director and volunteer for Jaycee Park; Darlene Wayt heads the TMCC committee Friends of Jaycee Park and submits regular reports to the TMCC and the SNC-14 regarding Jaycee Park; Peter Davies has been elected by both the TMCC and SNC-14 as the point-of-contact regarding the engineering aspects of Jaycee Park projects.

Thank you,  
 Darlene Wayt (713) 385-4465 and Peter Davies (713) 412-0949, [peted6235@yahoo.com](mailto:peted6235@yahoo.com)  
 Timbergrove Manor Civic Club  
 Super Neighborhood Council 14

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**From:** Alexander Angelescu [<mailto:alex@houstonparksboard.org>]  
**Sent:** Friday, September 25, 2015 1:49 PM  
**To:** Darlene Wayt  
**Subject:** Jaycee Splash Pad - Estimate

Good afternoon Darlene ☺

I have attached an estimate for the splash pad renovations.  
 Jaycee Park currently has \$22 000.00 in funds, more than enough  
 For this project.

Have a great weekend!  
 Best,  
 Alex

**Alexander Angelescu**  
*Project Coordinator*  
*Houston Parks Board*  
 300 N. Post Oak Lane, 77024  
 W: 713.942.8500 x 34  
 C: 281.222.5917