

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE RIVER PLACE LIMITED DISTRICT

March 11, 2019

The Board of Directors (the "**Board**") of the River Place Limited District of Travis County (the "**District**"), Texas met in **special** session, open to the public on **March 11, 2019**, at the River Place Country Club, 4207 River Place Boulevard, Austin, Texas beginning at 7:00 p.m., pursuant to notice duly given in accordance with the law. The roll was called of the following members of the Board to wit:

Scott Crosby	President
Arthur Jistel	Vice-President
Jennifer Mushtaler	Secretary
Ivar Rachkind	Treasurer
Tim Mattox	Assistant Secretary/Treasurer

and all Directors were present, thus constituting a quorum.

Also present were Tobin Hurley and Michael Luft of Inframark ("**Inframark**"), the District's General Manager; and Zac Evans, and Suzanne McCalla of McGinnis Lochridge ("**McGinnis**"), the District's Attorney. Numerous members of the public were also present at the meeting. A copy of the sign-in sheet for those in attendance at the meeting is attached hereto.

First, Director Crosby called the meeting to order. He explained that the Board would go into executive session for a brief consultation with the District's Attorney.

The Board then entered into executive session at 7:05 p.m., pursuant to V.T.C.A. Government Code, Chapter 551.071, to consult with the District's Attorney regarding Agenda Item No 4(b)(i). The Board reconvened in open session at 7:23 p.m. Director Crosby reported that no decisions were made and no votes were taken on the items discussed in executive session.

Next, Director Crosby stated that the Board would hear from members of the public present who signed up to address the Board regarding the Board's proposal to charge fees for access to the District's Nature Trail (the "**Nature Trail Project**").

- Don Lampton stated that he had lived in the District for 20 years. He emphasized that he considered the District the "crown jewel" of Texas. He added that he sympathized with those homeowners located within the boundaries of the River Place Homeowners Association (the "**HOA**") but not within the District (the "**Additional Areas**"), and he encouraged them to take any steps necessary to be annexed into the District.
- Paul Spring said that he continues to be upset that he is no longer considered a "part of the District." He stated his belief that the election to confirm the Limited District disenfranchised the Additional Areas and was

patently unfair. Mr. Spring told the Board that he felt that he had no voice because he was not able to vote in District elections. He added that the Nature Trail Project was not a good solution to the issues surrounding the use of the District's parks and Nature Trail (the "**Parks System**") and engendered bad feelings among those residents of the Additional Areas that have always participated in District activities. He urged the Board to consider other solutions to the issue.

- Rekha Nuth addressed the Board and stated that she lived in the Additional Areas. She said the Board's decision to charge fees for access to the Nature Trail left her feeling sad and left out. Ms. Nuth told the Board that she did not realize that she did not live in the District until she was turned down for a tennis membership at the District's tennis courts. She added that she never received a letter informing her that she did not reside in the District and had previously been able to obtain a resident membership for the District's tennis courts in the past. She continued that the HOA should have educated people on the issue. Ms. Nuth added that she felt that the members of the Board serving on both the District's Board of Directors and the HOA board of directors was a conflict of interest.
- Steve Sibley stated that he lived in the Additional Areas. He explained that after 22 years of investing and living in the community, he was hurt and angry that he was now considered "outside of the community." He continued that the separation of the Additional Areas from the District was unfair, and he questioned what other options were available to the Board at the time of the election to confirm the limited district. He added his belief that the Board's decision effectively divided the community into two sections.
- Laurie Sibley told the Board that she was in agreement with Mr. Sibley's statements. She added that it was a very disappointing feeling to be viewed differently after residing so many years within the community.

Director Crosby thanked those that spoke for their time. He explained that the Board would now take up issues on the agenda regarding the Nature Trail Project. Director Mattox stated that the District had a fiduciary duty to represent its constituents that pay taxes to the District. He added that he sympathized with the homeowners in the Additional Areas but that the question before the Board at this time was how to best balance the Park System to manage ongoing maintenance issues within the Park System. A lengthy discussion then ensued regarding various ways to address fees for entrance to the Nature Trail.

Director Crosby next brought up the issue of the annexation of the Additional Areas into the District. He stated that the Additional Areas had two options for annexation into the District: (1) submit a petition signed by all of the owners of the property to be annexed; or (2) submit a petition signed by the majority in value of the owners of land in a defined area and then hold an election within the District, as enlarged by reason of the annexation of the area, on the question of the assumption of

bonds, notes, obligations, and taxes by the annexed area. Director Rachkind explained his understanding that the Board's intent was always to align the boundaries of the HOA with the District but that the first step in that process was to establish the limited district because without a limited district in place, there would be no need to annex the additional areas into the District. Director Rachkind continued that the second step after the confirmation election was to approach the residents of the Additional Areas regarding annexation. Director Crosby stated that the District also provided solid waste collection services for the District's residents at a significant cost savings over what the City of Austin (the "City") charged. He added that this would likely be an incentive for residents of the Additional Areas to join the District, but that confirmation that the City would allow those residents to "opt out" of the City's solid waste service should be obtained. Director Jistel suggested that a questionnaire be sent to residents of the Additional Areas to try and discern the interest of the residents in joining the District. After further discussion, upon a motion duly made by Director Crosby and seconded by the Director Jistel, the Board voted unanimously to contact residents of the Additional Areas to create a committee to investigate the expansion of the boundaries of the District to include the Additional Areas.

The Board next deliberated on the hours of operation for the Nature Trail. Director Crosby emphasized that the hours of operation for the Nature Trail as well as any fees imposed were subject to change by the Board. Director Mushtaler proposed guaranteed times of free access for nonresidents. She explained that the hours could coincide with the school calendar to ensure the safety of children riding buses. Director Mattox suggested 10:00 a.m. to 2:00 p.m. Monday through Friday. Director Crosby added that any free times should be posted on the District's website. After discussion, upon a motion duly made by Director Mushtaler and seconded by Director Crosby, the Board voted unanimously to: (1) authorize guaranteed free access to the Nature Trail from 10:00 a.m. to 2:00 p.m. on Monday through Friday through the end of April 2019, at which time the Board would readdress the times; and (2) authorize Inframark to post the hours of guaranteed free access on the District's website.

Next, the Board continued the earlier discussion about ongoing maintenance for the District's Park System. Director Crosby explained that the District currently relied upon the Park Reserve Fund to balance the District's budget each year. He expressed his concern that the Park Reserve Fund may run out of money in the future, and that he looking to raise funds, outside of raising taxes, to continue the District beyond ten years. Mr. Luft explained that the District's budget was conservative and based on the assumption that there would be no increase in taxable values, which was unlikely. Director Rachkind emphasized that a "ten-year projection" was not the same as a budget.

The Board then addressed the issue of resident cards. Director Crosby explained that two cards would be issued to each household and that all members of the immediate family could access the park with a cardholder. The Board continued

discussion on various other topics, including volunteer days and resident guest fees. No formal action was taken.

The next item before the Board was consideration of free access to certain groups. Director Jistel explained that the Nature Trail was an important tool used by eight different area Boy Scout groups to train for hiking at the Philmont Scout Ranch in New Mexico. Mr. Evans recommended drafting a formal policy detailing the Board's intentions with regard to the Nature Trail, and the Board concurred. After discussion, upon a motion duly made by Director Mushtaler and seconded by Director Mattox, the Board voted unanimously to approve free usage of the Nature Trail on Saturdays and Sundays after 4:00 p.m. until April 2019 by Boy Scout groups training for Philmont, with said groups not to exceed 20 persons and a one-week prior notice provided to the District.

Director Crosby stated that the Board would continue to use the District's website and public meetings to provide ongoing information to the public. Director Mattox suggested that Directors Mushtaler and Crosby be the points of contact for all communication on the Nature Trail Project, and the Board concurred.

Next, Director Jistel presented a proposal from Environmental Survey Consulting ("ESC") to purchase and install water plants along Lake Austin at the Woodlands Park to reduce erosion. He explained that ESC had provided two proposals: (1) a proposal of \$1,750 for the purchase and installation of the plants; and (2) a proposal that included one year of maintenance as well as the purchase and installation of the plants for a total cost to the District of \$5,150. After discussion, Director Jistel motioned to approve the proposal from ECO, including the one-year maintenance package, of \$5,150. The motion died for lack of a second. After further discussion, Director Jistel motioned to approve the proposal from ESC for only the purchase and installation of the water plants in the amount of \$1,750, subject to a final review and approval of the ESC contract by the District's Attorney. Director Rachkind amended the motion authorizing the District's Consultants to begin investigating a more permanent solution to the erosion issues along the shoreline of Lake Austin within the District. The motion passed with Directors Crosby, Jistel, Rachkind, and Mushtaler voting in favor of the motion, and Director Mattox voting against the motion. A copy of the contract with ESC, thus approved, is attached hereto and shall be considered a part of these minutes.

The Board then reviewed several proposals to install and maintain the sod on the sports fields at Sun Tree Park. Mr. Hurley detailed the provisions of three proposals to re-install sod on Field 1 at Sun Tree Park with costs to the District of between \$34,175 and \$46,425, depending on the entity submitting the proposal. He also presented a proposal for ongoing maintenance of the District's sports fields at costs between \$1,436 and \$1,877 depending on the size of the sports field. A lengthy discussion ensued. Director Rachkind stated that he would like to see a more comprehensive proposal to include a plan and costs to re-sod the fields at Sun Tree Park as well as an ongoing maintenance plan for all the sports fields, including detailed costs. No action was taken

on this item. Copies of the proposals submitted are included in the Board Packet, a copy of which is attached hereto.

Next, Mr. Hurley presented proposals for the replacement of the playscape canopy at Sun Tree Park. He noted that the costs presented were between \$6,976 and \$21, 588, with the large fluctuation in prices due to what components were being replaced and if labor and installation were included in the proposal. After a brief discussion, the Board deferred action on the playscape canopy for Sun Tree Park until the District's next regular Board of Directors meeting.

There being nothing further to come before the Board, the Board confirmed the District's next regular meeting was scheduled for March 26, 2019, and the meeting was adjourned


Secretary, River Place Limited District
Board of Directors



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For more than 40 years, we've represented only the highest caliber candidates and the top employers in the Greater Austin area. Our dedication to personalized service, combined with unrivaled recruiting and local market knowledge, has made us Austin's leading staffing and recruiting company.

Our Philosophy

The A List's commitment is simple – to be the best at what we do. We focus exclusively on high-caliber talent and unsurpassed service to deliver superior staffing solutions. When it comes to staffing excellence, we never compromise. Neither should you.

Our Team

A key focus of our strategic business model is a commitment to maintaining the finest staff in our industry. They are seasoned professionals who bring years of business experience to work for you. When you work with an A List Staffing professional, you'll experience the difference.

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Our business *is* Austin – we work with Austin's most talented employees, Austin's finest employers, and we reflect an Austin point of view. Austin is our sole focus and we're invested in the community. Our staff members have served in numerous volunteer roles including service on the boards of the Greater Austin Chamber of Commerce, Austin Partners in Education, Leadership Austin, the Austin Workforce Council, and many other community and charitable organizations.

Bill Rate for Services

When you use an A List temporary, we pay all Federal withholding taxes, Social Security and Medicare taxes, State and Federal unemployment insurance, vacation and holiday pay and all administrative costs of employment. The bill rate for Event Staff is \$23.32 to \$25.11 per hour. A four hour minimum is required per shift. Any cancellation of services within 24 hours of shift start time is non-refundable and payment is due in full.

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You will be able to approve timecards through our website portal – econnect. You will be sent a welcome email that will walk you through the registration process. Once registered, we ask that you login and approve timecards by noon each Monday.

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PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (the "Agreement") is made and entered into as of the Effective Date, defined below in Section 22, by Environmental Survey Incorporated d/b/a Environmental Survey Consulting, a Texas for-profit corporation ("ESC" or "Provider"), and River Place Limited District (the "Client" or "District"), care of Gray Engineering.

WHEREAS, ESC provides professional environmental services and is knowledgeable and experienced in and possesses the requisite technical expertise and qualifications to provide the type of work or services described in this Agreement; and

WHEREAS, the Client desires the type of work or services that ESC provides and that is further described below; and

WHEREAS, ESC wishes to provide such work or services to the Client.

NOW THEREFORE, in consideration of the premises and the promises herein, the Parties agree as follows:

1. **Services:** ESC shall provide to Client the services ("Services") set out in the Statement of Work attached hereto as Exhibit A. Additional Services outside the Statement of Work may be necessary, but shall only be deemed issued, accepted, applicable, and enforceable if part of a fully executed Amendment to this Agreement, as defined herein.
2. **Fees/Payment For Services:**
 - a. In consideration of the provision of the Services by ESC and the rights granted to Client under this Agreement, Client shall pay the fees set out in ESC's Fee Schedule attached hereto as Exhibit B. Payment to ESC of such fees pursuant to this Section 2 shall constitute payment in full for the performance of the Services.
 - b. Said fee will be payable within thirty (30) days of receipt by Client of an invoice from ESC. If payment is not received within thirty (30) days of receipt of an invoice, Client will be assessed a late charge equal to 1.5% of the unpaid amount per month.
3. **ESC's Obligations:** ESC shall:

- a. Conduct the performance of the Services described above in a safe and professional manner;
- b. Remain in contact with the Client to provide regular updates on the progress of the Services;
- c. Maintain sufficient insurance in place to cover its equipment, materials, and employees working at the work site and performing the Services pursuant to or in connection with this Agreement; and
- d. Remove all materials and debris from the work site upon completion of the Services.

4. Client's Obligations: The Client shall:

- a. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to be in writing via an email to ESC pursuant to Section 12, Notice, and to remain in force unless and until a successor Client Contract Manager is appointed;
- b. Require that the Client Contract Manager respond promptly to any reasonable requests from ESC for instructions, information, or approvals required by ESC to provide the Services;
- c. Cooperate with ESC in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable ESC to provide the Services; and
- d. Take all steps necessary, including obtaining any required licenses or consents, to prevent Client caused delays in ESC's provision of the Services.

5. Warranty:

- a. ESC warrants that it shall perform the Services:
 - i. In accordance with the terms and subject to the conditions set out in the Statement of Work and this Agreement; and
 - ii. In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- b. ESC's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - i. ESC shall use reasonable commercial efforts to promptly cure any such breach; provided, that if ESC cannot cure such breach within a reasonable time after Client's written notice of such breach, Client may, at its option, terminate this Agreement by serving written notice of termination in accordance with this Agreement.

- ii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of the Services to Client.
 - c. ESC MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 5. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
6. **Subcontractors:** ESC may use subcontractors as it sees fit, provided that all subcontractors will be held to the same standards as ESC employees. Unless otherwise agreed to by the Parties, payments to subcontractors are the responsibility of ESC.
7. **Term and Termination:** This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Section 7.
- a. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:
 - i. Breaches this Agreement and such breach is incapable of cure or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
 - ii. Becomes insolvent or admits its inability to pay its debts generally as they become due;
 - iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - iv. Is dissolved or liquidated or takes any corporate action for such purpose;
 - v. Makes a general assignment for the benefit of creditors; or
 - vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - b. Notwithstanding anything to the contrary in this Section 7, ESC may terminate this Agreement before the expiration date of the Term on written notice to Client.
 - c. The rights and obligations of the Parties set forth in this Section 7 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
8. **Relationship of The Parties:** The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by ESC shall be under its own control, Client being interested only in the results thereof. ESC shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9. Insurance:

(a) Required Coverage. Provider shall maintain and require its subcontractors to maintain in effect throughout the entire term of the Agreement, insurance coverage (under an "occurrence" policy form) with an insurance company or companies in the amount described below insuring: (i) Provider's indemnity obligations under the Agreement; (ii) statutory workers compensation for occupational diseases and for injuries sustained by or death resulting to employees of Provider or its subcontractors as required by law; and (iii) Provider's and/or District's liability for any property damage, bodily injuries or death sustained by any persons or persons, including agents and employees of Provider, which was in any manner caused by, arising from, or related to the Goods provided or the Services performed by Provider. As a condition to District's obligations under the Agreement going into effect and prior to Provider commencing any work under the Agreement, Provider shall provide to District, to District's satisfaction, a Certificate of Insurance certifying the existence of all coverage required hereunder and Additional Insured Endorsement naming District, as an additional insured thereunder. All such insurance shall be kept and maintained without cost or expense to District. Failure to maintain continuous insurance coverage by Provider shall represent a material breach of Provider's obligations under the Agreement. All policies of insurance shall waive any and all rights of subrogation against District pursuant to Subsection (b) below. The coverage available to District shall not be less than the limits set forth below. Without limiting any of the foregoing, Provider agrees to secure and maintain, at Provider's sole cost and expense, the following insurance, at the coverage limits specified:

(i) Workers Compensation Insurance. In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of \$300,000 employers liability per occurrence.

(ii) Comprehensive General Liability. Required limits are \$500,000 per occurrence and \$1,000,000 in the aggregate.

(iii) Automobile Liability. Required limits of bodily injury are \$250,000 per person and \$500,000 per occurrence, and property damage liability is \$250,000 per occurrence.

(b) Waiver of Subrogation. Provider's insurance shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, Provider releases District, its affiliates and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, injury or death which occur hereafter and are insured against by Provider under insurance policies carried by Provider. Provider shall furnish to District the waiver of subrogation endorsement consistent with the terms of the Agreement.

(c) Insurance of District: Any and all claims against RP shall be expressly limited to the limits of liability of RP as a Texas governmental entity and/or limited district as provided by applicable law. Any insurance policy limit requirements contained in the Agreement that exceed RP's existing policy limits are void.

10. No Consequential Damages and Limitation of Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive, or exemplary damages arising out of or relating to this agreement or the subject matter

hereof, the parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

11. Indemnification: ESC AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS CLIENT, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, OWNERS, MANAGERS AND AGENTS (COLLECTIVELY, "INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, (I) ARISING OUT OF OR RELATED TO ANY PERSONAL INJURY OR PROPERTY DAMAGE IN CONNECTION WITH PROVIDER'S OR PROVIDER'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES AND ALL OTHER PERSONS PERFORMING SERVICES OR SUPPLYING GOODS ON PROVIDER'S BEHALF SUPPLY OF GOODS OR PERFORMANCE OF SERVICES, EXCEPT TO THE EXTENT SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, (II) IN CONNECTION WITH ANY BREACH OR VIOLATION OF ANY OF THE TERMS OF THE AGREEMENT, INCLUDING ANY WARRANTY OR GUARANTEE OR (III) DUE TO ANY CONTRAVENTION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE SUBJECT MATTER OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT. Notwithstanding anything herein to the contrary, any liability of the District pursuant to a contractual indemnity and defense herein shall never exceed the limits of liability of the District as a Texas governmental entity and/or limited district as provided by applicable law. The provisions of this section pertaining to the District's limitations on indemnification and defense shall survive termination of the Agreement regardless of the cause for termination.

a.

12. Entire Agreement: This Agreement, including and together with any related Statement of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

13. Notice: All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its email address set forth below (or to such other email address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email to the email address listed below. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, which is deemed to have occurred when the email is

sent; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

To ESC: skelton@envirosurvey.com

To Client: hedmonson@grayengineeringinc.com

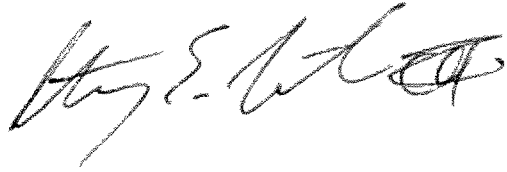
14. **Severability:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
15. **No Third Party Beneficiaries:** Nothing in the Agreement shall confer upon any person other than the parties to the Agreement any right, benefit or remedy of any nature whatsoever. Without limiting the foregoing, in no event shall District assume liability to any third party for any terms or conditions required of Provider in connection with the Agreement.
16. **Non-Exclusivity:** Notwithstanding any provision of the Agreement to the contrary, nothing herein is intended or shall be construed as creating an exclusive arrangement with Provider. The Agreement shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.
17. **Tax-Exempt Status:** District is exempt from Texas sales tax and Federal excise tax, and Provider acknowledges and agrees that District shall not be liable for such taxes owed pursuant to the Agreement or otherwise.
18. **Texas Ethics Commission Form 1295:** Pursuant to Texas Government Code, Section 2252.908 and Texas Ethics Commission Rule 46, Provider shall file a Certificate of Interested Parties Form (Form 1295) with the District prior to approval of the Agreement.
19. **Amendments:** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
20. **Waiver:** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
21. **Assignment:** Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ESC. Any purported assignment or delegation in violation of this Section 21 shall be null and void.

No assignment or delegation shall relieve the Client of any of its obligations under this Agreement.

- 22. Successors and Assigns:** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 23. Choice of Law:** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than in the District Court of Travis County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 24. Force Majeure:** ESC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ESC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or vandalism, provided that, if the event in question continues for a continuous period in excess of fifteen (15) days, Client shall be entitled to give notice in writing to ESC to terminate this Agreement.
- 25. Delay:** Client shall make every effort to avoid or minimize delay to the maximum extent possible. Any additional cost to ESC or the fee for the Services caused by Client delay shall be borne by the Client. Delivery of Services by ESC shall be strictly in accordance with the quantities and schedule specified in this Agreement; however, if at any time it appears ESC may not meet such schedule, ESC shall immediately, by verbal means (to be confirmed in writing), notify Client of the reasons for and estimated duration of the delay. Should a delay arise out of causes beyond the control and without the fault or negligence of ESC or its suppliers, Client shall be responsible for any additional costs.
- 26. Counterparts:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 27. Effective Date:** This Agreement is effective as of the date of signature by the last party as indicated below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ENVIRONMENTAL SURVEY INCORPORATED



Signature

By: Stanley E. Wilson
Printed Name

Title: Project Manager

River Place Limited District, c/o Gray Engineering

Signature

By: _____
Printed Name

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ENVIRONMENTAL SURVEY INCORPORATED

Signature

By: _____
Printed Name

Title: _____

River Place Limited District, c/o Gray Engineering

Signature

By: _____
Printed Name

Title: _____

EXHIBIT A
SCOPE OF WORK

ESC will revegetate the western end of the shoreline of Lake Austin. Species indicated will be viable and available during this period. Fence repair will also be conducted to help ensure minimal impacts due to herbivory.

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>NOTES</u>
Exclosure Fencing Repair	1	LS	Patch any breach areas.
Bare Root Wetland Plants	100	EA	Cal. bulrush, water willow, horsetail, emory sedge, carex sedge(s), gama grass
Maintenance	6	EA	Per 1/2 day visit, every 8 weeks avg.
Mobilization	1	LS	

**EXHIBIT B
FEE SCHEDULE**

1. **Type of Charges:** This Agreement shall be billed on a lump sum basis.
2. **Total Cost For Services:** \$5,150.00

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
Exclosure Fencing Repair	1	LS	\$750	\$750.00
Bare Root Wetland Plants	100	EA	\$7.50	\$750.00
Maintenance	6	EA	\$850	\$3400.00
Mobilization	1	LS	\$250.00	\$250.00
TOTAL				\$1750



**River Place Limited District
Board of Directors Meeting
March 11, 2019**

**RIVER PLACE LIMITED DISTRICT
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2019 Calendar

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS OF
RIVER PLACE LIMITED DISTRICT**

**TO: THE BOARD OF DIRECTORS OF RIVER PLACE LIMITED DISTRICT AND TO
ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the River Place Limited District will hold a **special** meeting on **Monday, March 11, 2019, at 7:00 p.m.** at the River Place Country Club, 4207 River Place Boulevard, Austin, Texas at which time the Board will consider and take appropriate action of the following matters:

1. Board Convenes
2. Call roll of Directors
3. Citizen Communications*
4. New Business:
 - a. Public work session on the Nature Trail Project, including:
 - i. Fees
 - ii. Maintenance
 - iii. Hours of operation
 - iv. Resident cards
 - v. Volunteer work days
 - vi. Access for those homeowners within the boundaries of the River Place Homeowners Association but not within the boundaries of the District
 - vii. Access for Boy and Girl Scouts and other like entities
 - viii. Resident guest fees
 - b. Provide public information related to:
 - i. Hours and/or days of free access to the District's Nature Trail
 - ii. Volunteering
 - iii. Annual fees
 - iv. Permits
 - c. Nature Trail Budget
 - d. Communication Plan
5. Proposals for the purchase and installation of water plants along Lake Austin at the Woodlands Park to reduce erosion
6. Proposals to install and maintain sod at the Sun Tree Park
7. Proposals for Sun Tree Park playscape canopy replacement
8. Future Agenda Items
9. Adjourn

*Persons wishing to speak during Citizen Communications must sign up to speak at least 15 minutes prior to the beginning of the meeting. The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session. The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Phil Haag at 512-495-6008 for further information.

RIVER PLACE LIMITED DISTRICT

Mission Statement

The mission of the River Place Limited District is to provide reliable trash service, quality parks and nature trails that contribute to a higher quality of life for River Place residents.

Management Objectives

- Refund the District's outstanding bond debt
- Maintain customer satisfaction with services provided
- Keep taxes as reasonable as possible
- Maintain the current level of District park and nature trail services

**PHONE NUMBERS AND ADDRESSES FOR OFFICE USE ONLY
RIVER PLACE LIMITED DISTRICT
TAX I.D. No. 74-2521040**

Board of Directors

<p style="text-align: center;">Scott A. Crosby – PRESIDENT 3825 River Place Blvd. Austin, TX 78730 (H) 512-636-9032 4scrosby@gmail.com</p>	
<p>Arthur A. Jistel (Sharon), VICE-PRESIDENT 9704 Big View Dr. Austin, TX 78730 (H)512-794-9129 (C)512-771-1404 jistels@aol.com</p>	<p>Ivar Rachkind - TREASURER 10407 Treasure Island Drive Austin, Texas 78730 512-342-0013 ivar@maryandivar.com</p>
<p>Jennifer Mushtaler - SECRETARY 8500 Big View Drive Austin, Texas 78730 512-906-1321 jmushtaler@hotmail.com</p>	<p>Tim Mattox – ASST. SECRETARY/TREASURER 8001 Big View Drive Austin, Texas 78730 512-527-0162 tmattox@austin.rr.com</p>

Consultants

<p><u>McGinnis, Lochridge & Kilgore</u> 600 Congress Avenue, Suite 2100 Austin, TX 78701 Philip S. Haag, Attorney at Law phaag@mcginnislaw.com (O)512-495-6008 (C)512-970-3468 Suzanne McCalla, Legal Assistant smccalla@mcginnislaw.com (O) 512-495-6139 Morgan Johnson, Associate mjohnson@mcginnislaw.com (O)512-495-6030 Zachariah T. Evans, Of Counsel zevans@mcginnislaw.com (O)512-495-6180</p>	<p><u>Inframark</u> 14050 Summit Dr., Suite 103 Austin, TX 78728 Kristi Hester, Regional Manager 512-844-1041 Kristi.Hester@inframark.com Tobin Hurley, Area Manager 512-820-5297 Tobin.Hurley@inframark.com Jesse Kennis, Senior Operations Manager 512-820-7442 Jesse.Kennis@inframark.com Michael Luft, Accountant 512-287-8011 Michael.luft@inframark.com</p>
<p><u>Public Finance Group LLC</u> 7004 Bee Caves Rd., Bld 3, Suite 315 Austin, TX 78746 (O)512-382-5420 (F)512-382-5490 Cheryl Allen, Financial Advisor jtaak@publicfinancegrp.com lloup@publicfinancegrp.com</p>	<p><u>Gray Engineering, Inc.</u> 8834 N. Capital of Texas Hwy., Suite 140 Austin, TX 78759 512-452-0371 (F)512-454-9933 Herb Edmonson (C) 512-796-5691 hedmonson@grayengineeringinc.com</p>
<p><u>Maxwell Locke & Ritter</u> 401 Congress Avenue Austin, TX 78701 512-370-3245 (F)512-370-3250</p>	<p><u>Certified Management of Austin, LLC (HOA)</u> Vangie Bocanegra, Association Manager 512-339-6962 (f)512-339-1317 vangieb@cmaaustin.com</p>

Jimmy Romell jromell@mlrpc.com	
<u>Waste Connections</u> P.O. Box 1650 Manchaca, TX 78652 Steve Shannon, Regional Manager (O) 830-868-7597 (C) 830 225-0735 Steve.shannon@progressivewaste.com	<u>River Place Country Club</u> Steven Held , Managing Owner of the Dominion Golf Group sheld@thedominiongolfgroup.com 512-346-1114 Kyle O'Brien , General Manager 512-346-1114 Ext. 3901 kobriend@dggclubs.com

Former Directors:

James F. Casey (deceased)

(Peggy),

10123 Treasure Island Dr.

Austin, TX 78730

(H) 346-4809

Peggy's Cell: 512-590-9463

jcasey@austin.rr.com

Kenneth Bartlett (Linda)

15502 Pescado Circle

Austin, TX 78734

(H)512-243-7741 (C)512-845-0864

kbbreg@gmail.com

Patrick Reilly (Judy), President

4103 Love Bird Lane

Austin, TX 78730

(H)512-346-6810 (C)512-658-9789

pat@bluewatertx.com

Claudia Tobias (Wick), Asst. Sec/Treasurer

4016 Love Bird Lane

Austin, TX 78730

(H)512-349-9759 (C)512-797-3733 (F)512-498-0265

ctobias@austin.rr.com

L.E. Wretlind, Treasurer

4815 River Place Blvd.

Austin, Texas 78730

(H) 512-342-8161

leewretlind@gmail.com

River Place Limited District

COMMITTEES 2019

Audit, Budget, Management and Investment

Crosby (Co-Chair), Rachkind (Co-Chair)
Adkins (Accounting)

Ethics

Mushtaler (Chair)
Mattox (Partner), Haag (Consultant)

Parks, Habitat Preserve, Open Space and Nature Trail

Jistel (Chair)
Mushtaler (Partner), Hurley (General Manager)

Security

Jistel (Chair)
Mushtaler (Partner), Hurley (General Manager)



2018 Account Form

Important: This application must be completed before the first request for a temporary can be processed.
The following information will determine the line of credit extended.

Date _____

Business Name _____ Phone _____

The Debtor

Address _____

City _____ State _____ Zip _____

Type of Business Entity (Corporation, LLC, Partnership, Proprietorship, etc) _____

How Long in Business _____

Federal ID Number _____ How Long at this Address _____

CEO/Highest Ranking Local Officer:

_____ Title _____

Trade References

Name	Phone	Fax	Account Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Bank Reference

Name	Account Number	Officer	Phone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____

Do you have more than one location or office? _____

If yes, please give additional locations: _____

Who is the person responsible for Accounts Payable? _____

email address for invoices: _____

Secondary email address for invoices: _____

Has this company ever been sued or placed for collections? _____

If yes explain: _____

Applicant agrees to all terms and condition of the company. Applicant also agrees to:

1. The A List Staffing credit terms are Payment Due Upon Receipt of Invoice.
2. 1.5 % per month will be charged on all past due balances.
3. If suit is required, Travis County in The State of Texas has jurisdiction and all proceedings will be held in Travis County.
4. Pay any and all cost of collection and/or attorney fees.
5. If a dispute arises on the balance owed, applicant agrees to pay all undisputed balances as they come due.
6. As collateral securing all obligation of Debtor to the Creditor, the Debtor grants a security interest in all accounts, inventory, equipment, investment property, chattel paper, instruments, document and general intangibles.
7. Because The A List Staffing incurs substantial recruitment, screening, administrative and other expenses in connection with each temporary employee, Applicant agrees to pay liquidated damages upon hiring of any A List temporary within one year of your referral of that employee, amount to be determined by The A List Staffing.
8. In regard to handling of cash, credit cards and other valuables, client agrees to waive all rights to make a claim against The A List Staffing, and to relieve The A List Staffing from all liability and responsibility for any damage, loss, or expense which the client incurs as a result of any temporary employee engaging in any job-related activities.

The undersigned as inducement to grant credit warrants that the information submitted is true and correct. You are authorized to investigate the credit and bank information listed.

NOTE: Unless advised to the contrary, acceptance of our candidate referrals will constitute understanding and acceptance of this agreement. Please return a signed copy of this agreement to The A List Staffing.

Name _____ Title _____

Date _____

Personal Guarantee

Signature: _____ Date: _____

I jointly and severally agree to be personally liable for any and all amounts due if the company defaults on the obligation of payment.

The A List Staffing

Austin's Premier Staffing Firm

About Us

For more than 40 years, we've represented only the highest caliber candidates and the top employers in the Greater Austin area. Our dedication to personalized service, combined with unrivaled recruiting and local market knowledge, has made us Austin's leading staffing and recruiting company.

Our Philosophy

The A List's commitment is simple – to be the best at what we do. We focus exclusively on high-caliber talent and unsurpassed service to deliver superior staffing solutions. When it comes to staffing excellence, we never compromise. Neither should you.

Our Team

A key focus of our strategic business model is a commitment to maintaining the finest staff in our industry. They are seasoned professionals who bring years of business experience to work for you. When you work with an A List Staffing professional, you'll experience the difference.

We're Austin-Centric

Our business *is* Austin – we work with Austin's most talented employees, Austin's finest employers, and we reflect an Austin point of view. Austin is our sole focus and we're invested in the community. Our staff members have served in numerous volunteer roles including service on the boards of the Greater Austin Chamber of Commerce, Austin Partners in Education, Leadership Austin, the Austin Workforce Council, and many other community and charitable organizations.

Bill Rate for Services

When you use an A List temporary, we pay all Federal withholding taxes, Social Security and Medicare taxes, State and Federal unemployment insurance, vacation and holiday pay and all administrative costs of employment. The bill rate for Event Staff is \$23.32 to \$25.11 per hour. A four hour minimum is required per shift. Any cancelation of services within 24 hours of shift start time is non-refundable and payment is due in full.

Simple Online Timecard Process

You will be able to approve timecards through our website portal – econnect. You will be sent a welcome email that will walk you through the registration process. Once registered, we ask that you login and approve timecards by noon each Monday.

Benefits of Working with The A List!

- ❖ Available for you 24/7! Our phones are answered day and night by our Staffing Managers to assist with any questions or additional needs.
- ❖ After over 40 years in Austin, The A List has an extensive candidate referral network. Temporaries are thoroughly screened and only the top 5% of candidates are placed with our clients. This gives you the highest caliber associates to create a “wow” experience for guests.
- ❖ You want to be kept informed of our progress on filling your needs. We’ll always give you a guaranteed follow-up time as well as immediate updates as the event happens. We’ll hand select our top employees that have received great feedback from working other special events.

Awards



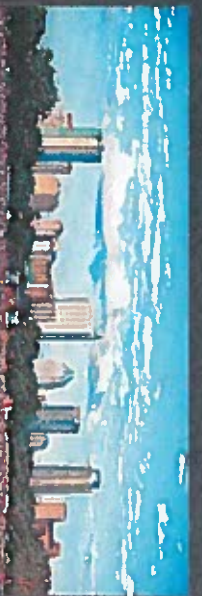
Best of Staffing Award 2017 & 2018-
Ranked in top 2% of Staffing Firms in US
& Canada!

AUSTIN BUSINESS JOURNAL'S



2017 BEST PLACES TO WORK

Austin Business Journal's Best Places to
Work 2011, 2012, 2013, 2015, 2016 &
2017!



SOME OF OUR CLIENTS

- KGSR's Blues on the Green
- The Rolling Stones
- Austin City Limits Music Festival
 - Texas Hill Country Wine & Food Festival
 - Austin Trail of Lights
- Keep Austin Weird Music Fest
- ACL LIVE @ The Moody Theater
 - Carrollton Festival at the Switchyard
- Pachanga Latino Music Festival
 - Viacom/MTV
- Austin Ice Cream Festival
- The Road to Austin Concert
 - First Night Austin
- La Dolce Vita Wine & Food Fest
 - Fun Fun Fun Fest
- Austin's New Year (ANY)
 - Volkswagen Audi
- Old Settlers Music Festival
 - Major League Baseball
- Green Apple Music Festival



EVENT PRODUCTION SERVICES LLC
 POB 150461, Austin, TX 78715
 PHONE: 512.828.7551 FAX: 866.334.0642
 CONTACTEPS@EPSTX.NET WWW.EPSTX.NET



SERVICES GUIDE



TURNKEY EVENT PRODUCTION MANAGEMENT

- ★ FESTIVALS ★
 - ★ CONCERTS ★
 - ★ SPECIAL EVENTS ★
- WWW.EPSTX.NET**

ABOUT EPS

WHAT MAKES US DIFFERENT?

With a strong work ethic, and a common love for live music and events, the EPS team strives to produce fan-friendly events, enriching the communities hosting them. We work hard to ensure a rewarding experience for music fans, sponsors, vendors, partners, and bands alike.

We combine over 50 years of event production management, touring, marketing, merchandising, media, and promotional experience to each project. And countless successfully executed events. The people behind

HOW WE DO BUSINESS

- Our goal is to provide top notch production services while maintaining our enthusiasm and love for the work.
- Clients can expect professional, friendly, and prompt service.
- We are organized and efficient.
- We give an honest and fair assessment of the costs and requirements to put on a quality event.
- Create a positive & fun environment.
- We nurture long term relationships.
- There are no problems-only solutions.
- Firm, fair, & calm leadership.



OUR SERVICES

- Event Production Management
- Consultation & Planning
- Event Design & Mapping
- Talent Buying & Contracting
- Art & Food Vendor Management
- Venue Rental
- Assessment / Ordering / Management of all goods/services
- Budget Management
- Event Staffing
- Hospitality - Bar Operations & VIP Management
- Special Events & more!



TYPE OF EVENTS

- Outdoor Music Festivals
- Concerts
- Food & Wine Events
- Art/Craft Shows
- Sponsor Activation
- Corporate Events & Meetings
- Product Release Tours
- Private Parties
- Trade Shows/Pipe & Drape
- Or... You tell us!

TURNKEY PRODUCTION SOLUTIONS

are the formula to a **LOW STRESS, EFFICIENT, and SUCCESSFUL event!**

- Turnkey Solutions relieve the stress of the day-to-day operations of producing an event. Let an experienced pro shoulder the weight instead.

- We will work closely with you to develop a system that best suits the needs of the event and lives up to your vision.

- "Turnkey" means everything is done in-house by EPS. Ordering, Management, Staffing, Payments, Settlement, etc.

- Total TURNKEY or INDIVIDUAL SOLUTIONS are available for any of our services.



FOR A FREE CUSTOM QUOTE FOR YOUR EVENT, CONTACT US AT 512.828.7551 or CONTACTEPS@EPSTX.NET



Haley Staffing LLC dba Austins Elite Staffing
 10421 Old Manchaca Road
 Suite 210
 AUSTIN, TX 78748
 (512)804-5851
 sales@wehelpyouparty.com
 www.wehelpyouparty.com

ESTIMATE

ADDRESS
 Tobin Hurley
 512.820.5297

ESTIMATE # 5/17/1469
DATE 03/11/2019
EXPIRATION DATE 03/13/2019

DATE OF EVENT	EVENT NAME	EVENT VENUE
3/16-3/17	River Place Limited District Tr	4207 River Place Blvd, Austin,

DATE	ACTIVITY	QTY	RATE	AMOUNT
	03/16/2019			
03/16/2019	Promotional Services:Brand Ambassador Staff/PromotionalService/Brand Ambassador 8:00am-4:00pm (4 @ 8 hours each)	32	35.00	1,120.00
03/16/2019	Transport:Drive Time Distance Charge \$11/hr/staff member (for locations outside our standard service area) 4 staff @ .25 hours each	1	11.00	11.00
	Subtotal: 03/16/2019			1,131.00
	03/17/2019			
03/17/2019	Promotional Services:Brand Ambassador Staff/PromotionalService/Brand Ambassador 8:00am-4:00pm (4 @ 8 hours each)	32	35.00	1,120.00
03/17/2019	Transport:Drive Time Distance Charge \$11/hr/staff member (for locations outside our standard service area) 4 staff @ .25 hours each	1	11.00	11.00
	Subtotal: 03/17/2019			1,131.00

Thank you for considering Austin's Elite. This is a pre-event estimate based on your expressed needs and the information provided to us. The final invoice will be adjusted to reflect actual hours worked and services rendered; this will be presented within three business days following the conclusion of your event.

TOTAL **\$2,262.00**

Accepted By

Accepted Date



Event Contract

Please Review!

Please note: THIS IS A BINDING CONTRACT. If you'd like to receive information on rates and pricing please fill out our request a quote form under event staffing and we will reply with an estimate of cost of services. Complete this form to reserve staffing services from Austin's Elite Staffing (AES). A 50% deposit is required at the time of booking to secure your reservation. Austin's Elite will

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provide one (1) hour of complimentary consultation, after that you will be charged by the hour for any kind of consultation and/or coordination. Thank you for choosing Austin's Elite, we look forward to serving you!

Payee Name *

Phone Number *

E-Mail *

Street Address *

Street Address Line 2

City *

ZIP Code *

State * Copyright - Austin's Elite

No - and no tip jar



Which gratuity would you like If other gratuity, Please specify
to leave for staff on pre-paid
invoice? *

none



Service Terms

Rate is subject to increase once your guest count increases over 35 people per staff member requested. Black out dates are subject to rate increase per staff member to book event. These will be discussed in advance & on your invoice.

Black button-down shirt, black slacks, and black tie is standard attire for all events. Specialty attire requests are subject to approval and may require provision by the client. I acknowledge that by submitting this contract I am required to remit to Austin's Elite the balance of the invoice for services I have requested for the date(s) listed, seven (7) business days prior to the date of my event. During peak seasons and peak event dates we reserve the right to require a 4 hour minimum. Travel Time: All events outside the Austin service area will be charged round trip mileage fees. A rate of \$11 per hour per staff member will be applied for the additional drive time outside of our current service area. Holiday Rates are increased by \$10 per hour per staff member. Holidays include New Year's Eve, New Year's Day, Easter, the Fourth of July, Halloween, Valentine's Day, Thanksgiving, Christmas Eve, and

Christmas Day
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Payments: A 50% deposit is required in order to hold your date and get your event staffed on our schedule. The remaining balance is due seven (7) days prior to the event date. The invoice provided is a pre-event estimate based on your expressed needs and the information provided to us. Occasionally clients require additional unforeseen services the day of the event. The final invoice will reflect any additional services provided during the event. The final invoice will be billed within (7) seven business days following the conclusion of the event. Any adjustments will be debited or credited to your account within seven (7) business days of the conclusion of your event. Invoices are typically provided in three days or less, but during peak times we allow seven (7) business days to process final invoices. Final invoice is due upon receipt.

Payments Clause: All payments made with a credit/debit card are subject to a 3% processing fee.

Late Payments: A Credit Card is required to be left on file. If final balance is not paid by the due date on your invoice, we will run the card on file and send you a receipt by email. There will be a \$25 per day late fee added to invoice for every day past due date until payment in full is received. (If you choose to not leave a card on file or the card is declined.)

Cancellations: Austin Elite Staffing office hours are Monday through Friday from 9:00 am to 5:00 pm. Any cancellations that are made in advance of seven (7) business days prior to your event date are eligible for a full refund minus a 15% admin fee. Cancellations made prior to 4 business days are eligible for a 50% refund. Cancellations

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made within forty-eight (48) hours of the event will forfeit all payments. All cancellation notifications must be: made in writing (email accepted), submitted to AES during working business hours (Mon-Fri 9am-5pm except holidays), and acknowledged by AES personnel. Please send all cancellation requests to sales@wehelpyouparty.com. Our office staff will respond to such requests on the same business day they are received. Voicemails are not an approved cancellation method, but please also call us at (512)804-5851. Extenuating circumstances may factor into our decision to approve cancellations and/or make exceptions to our refund policy.

Alcohol: Neither the client nor anyone representing the client is allowed to request or knowingly allow service providers to serve liquor to minors. Service providers reserve the right to refuse service to anyone believed to be overly intoxicated, belligerent, or without proper proof of age. Our staff is required to follow all TABC laws and regulations. AES staff members will attempt to verbally notify the client and/or a responsible party if they witness an intoxicated person or disturbance. It is not Austin Elite's policy to handle such cases. AES carries a four (4) million dollar limited liability insurance policy to cover staff incidentals. If individuals other than AES TABC certified staff members are found to be serving alcohol, or if alcohol service continues after AES staff has vacated the event, the insurance policy will be nullified and AES will not be liable.

Rentals All rentals are subject to the full charge if cancelled within 12 business days prior to event date. We partner

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with other rental companies to ensure we can offer you a one stop shop. We take on their fee's and damage waivers to allow an easy transaction process. These rates are not reflected on your invoice.

Lost/Damaged Items/Rentals: All items that are lost, not returned, or come back damaged are subject to replacement fee in full for the items that were compromised.

Force Majeure: Notwithstanding anything to the contrary in this agreement, if the provisions of staff by the Vendor is delayed for any reason beyond its control, including inclement weather, government acts, or acts of mother nature, or the client's interference with services, the Vendor shall not be held in breach of this agreement. Standard pricing changes when guest to staff members is outside of our quality controlled suggestions, due to the amount of work expected per staff member increases once the ratio is above our set amount.

Staffing: Austin's Elite shall hire, train, supervise, and deploy a sufficient number of properly trained representatives, agents, contractors and/or employees to engage with the client in a timely and efficient manner and to properly meet the client's and Austin's Elite obligations, standards and policies. Austin's Elite shall closely monitor our team members for the duration of the contract to ensure a superior service to customers in compliance with this contract. Our team members will execute their duties and provide excellent service. If unforeseen circumstances arise and an Austin's Elite team member is not present for

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the event, Austin's Elite will give full bill rate to a new team member to ensure the position is filled.

☐ By submitting this contract, you agree with the terms of this agreement. *

Electronic Signature *

Today's Date *

MM / DD / YY

Please print this page prior to clicking "submit" and keep for your records.

Submit

**Start planning your perfect event
today in one easy step! We'll do
the work, you enjoy the party!**

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PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (the "Agreement") is made and entered into as of the Effective Date, defined below in Section 22, by Environmental Survey Incorporated d/b/a Environmental Survey Consulting, a Texas for-profit corporation ("ESC"), and River Place Municipal Utility District (the "Client"), care of Gray Engineering.

WHEREAS, ESC provides professional environmental services and is knowledgeable and experienced in and possesses the requisite technical expertise and qualifications to provide the type of work or services described in this Agreement; and

WHEREAS, the Client desires the type of work or services that ESC provides and that is further described below; and

WHEREAS, ESC wishes to provide such work or services to the Client.

NOW THEREFORE, in consideration of the premises and the promises herein, the Parties agree as follows:

1. Services: ESC shall provide to Client the services ("Services") set out in the Statement of Work attached hereto as Exhibit A. Additional Services outside the Statement of Work may be necessary, but shall only be deemed issued, accepted, applicable, and enforceable if part of a fully executed Amendment to this Agreement, as defined herein.

2. Fees/Payment For Services:

a. In consideration of the provision of the Services by ESC and the rights granted to Client under this Agreement, Client shall pay the fees set out in ESC's Fee Schedule attached hereto as Exhibit B. Payment to ESC of such fees pursuant to this Section 2 shall constitute payment in full for the performance of the Services.

b. Said fee will be payable within thirty (30) days of receipt by Client of an invoice from ESC. If payment is not received within thirty (30) days of receipt of an invoice, Client will be assessed a late charge equal to 1.5% of the unpaid amount per month.

c. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, ESC's income, revenues, gross receipts, personnel, or real or personal property or other assets.

3. ESC's Obligations: ESC shall:

- a. Conduct the performance of the Services described above in a safe and professional manner;
- b. Remain in contact with the Client to provide regular updates on the progress of the Services;
- c. Maintain sufficient insurance in place to cover its equipment, materials, and employees working at the work site and performing the Services pursuant to or in connection with this Agreement; and
- d. Remove all materials and debris from the work site upon completion of the Services.

4. Client's Obligations: The Client shall:

- a. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to be in writing via an email to ESC pursuant to Section 12, Notice, and to remain in force unless and until a successor Client Contract Manager is appointed;

b. Require that the Client Contract Manager respond promptly to any reasonable requests from ESC for instructions, information, or approvals required by ESC to provide the Services;

c. Cooperate with ESC in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable ESC to provide the Services; and

d. Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in ESC's provision of the Services.

5. Warranty:

a. ESC warrants that it shall perform the Services:

i. In accordance with the terms and subject to the conditions set out in the Statement of Work and this Agreement; and

ii. In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

b. ESC's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. ESC shall use reasonable commercial efforts to promptly cure any such breach; provided, that if ESC cannot cure such breach within a reasonable time after Client's written notice of such breach, Client may, at its option, terminate this Agreement by serving written notice of termination in accordance with this Agreement.

ii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of the Services to Client.

c. ESC MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 5. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Subcontractors: ESC may use subcontractors as it sees fit, provided that all subcontractors will be held to the same standards as ESC employees. Unless otherwise agreed to by the Parties, payments to subcontractors are the responsibility of ESC.

7. Term and Termination: This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Section 7.

a. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

i. Breaches this Agreement and such breach is incapable of cure or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;

ii. Becomes insolvent or admits its inability to pay its debts generally as they become due;

iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

iv. Is dissolved or liquidated or takes any corporate action for such purpose;

v. Makes a general assignment for the benefit of creditors; or

vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

b. Notwithstanding anything to the contrary in this Section 7, ESC may terminate this Agreement before the expiration date of the Term on written notice to Client.

c. The rights and obligations of the Parties set forth in this Section 7 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8. Relationship of The Parties: The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by ESC shall be under its own control, Client being interested only in the results thereof. ESC shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to

instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9. Limitation of Liability:

a. IN NO EVENT SHALL ESC BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ESC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL ESC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ESC PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification: Client (as "Indemnifying Party") shall indemnify, hold harmless, and defend ESC and its managers, officers, directors, employees, agents, affiliates, successors, and] permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by the Indemnified Party arising out of any third-party claim alleging:

a. any negligent or more culpable act or omission of the Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;

b. any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of the Indemnifying Party (including any reckless or willful misconduct); or

c. any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

11. Entire Agreement: This Agreement, including and together with any related Statement of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notice: All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its email address set forth below (or to such other email address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email to the email address listed below. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, which is deemed to have occurred when the email is sent; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

To ESC: skelton@envirosurvey.com

To Client: hedmonson@grayengineeringinc.com

13. Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Amendments: No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver: No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Assignment: Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ESC. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement.

17. Successors and Assigns: This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Choice of Law: This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than in the District Court of Travis County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

19. Force Majeure: ESC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ESC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or vandalism, provided that, if the event in question continues for a continuous period in excess of fifteen (15) days, Client shall be entitled to give notice in writing to ESC to terminate this Agreement.

20. Delay: Client shall make every effort to avoid or minimize delay to the maximum extent possible. Any additional cost to ESC or the fee for the Services caused by Client delay shall be borne by the Client. Delivery of Services by ESC shall be strictly in accordance with the quantities and schedule specified in this Agreement; however, if at any time it appears ESC may not meet such schedule, ESC shall immediately, by verbal means (to be confirmed in writing), notify Client of the reasons for and estimated duration of the delay. Should a delay arise out of causes beyond the control and without the fault or negligence of ESC or its suppliers, Client shall be responsible for any additional costs.

21. Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

22. Effective Date: The Effective Date of this Agreement shall be February 19, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

ENVIRONMENTAL SURVEY INCORPORATED

Signature

By: _____
Printed Name

Title: _____

River Place Municipal Utility District, c/o Gray Engineering

Signature

By: _____
Printed Name

Title: _____

**EXHIBIT A
SCOPE OF WORK**

ESC will revegetate the western end of the shoreline of Lake Austin. Species indicated will be viable and available during this period. Fence repair will also be conducted to help ensure minimal impacts due to herbivory.

ITEM	QTY	UNIT	NOTES
Exclosure Fencing Repair	1	LS	Patch any breach areas.
Bare Root Wetland Plants	100	EA	Cal. bulrush, water willow, horsetail, emory sedge, carex sedge(s), gama grass
Maintenance	6	EA	Per ½ day visit, every 8 weeks avg.
Mobilization	1	LS	

**EXHIBIT B
FEE SCHEDULE**

1. Type of Charges: This Agreement shall be billed on a lump sum basis.

2. Total Cost For Services: \$5,150.00

ITEM	QTY	UNIT	PRICE	AMOUNT
Exclosure Fencing Repair	1	LS	\$750	\$750.00
Bare Root Wetland Plants	100	EA	\$7.50	\$750.00
Maintenance	6	EA	\$850	\$3400.00
Mobilization	1	LS	\$250.00	\$250.00
TOTAL				\$5150.00



Texas Multi-Chem, Ltd

PO Box 291306 Kerrville, TX 78029
1-800-292-1214 | www.TexasMultiChem.com

Great Sports Fields Start Here

Proposal

River Place Utility District Sun Tree Park Soccer Field 1 Renovation Proposal

Date: 03/09/2019

Proposal Number: 20144701

Product / Service / Details	Fields	Qty	UOM	Price	Total
Field Construction / Renovation	Sun Tree Park Soccer Field 1	1.00	each	\$34,175.00	\$34,175.00
<i>Spray 3 doses of 3% Roundup to kill existing grass, Till field, Install 150 yards of sandy loam (2 inches), Laser Grade Field, Install Latitude 36 Hybrid Bermuda Grass</i>					

Notes

Topsoil to be dumped on field after field is tilled with tandem loads (dump trucks), any spoils will go in drainage ditch on Riverplace Dr side of field.

Subtotal	\$34,175.00
Tax	\$0.00
Total	\$34,175.00

TMC BuyBoard Contract Number: 529-17



Texas Multi-Chem, Ltd

PO Box 291306 Kerrville, TX 78029
1-800-292-1214 | www.TexasMultiChem.com

Great Sports Fields Start Here

Proposal

River Place Utility District Sun Tree Park Soccer Field 1 Renovation Proposal

Date: 03/09/2019

Proposal Number: 20144701

Product / Service / Details	Fields	Qty	UOM	Price	Total
Field Construction / Renovation	Sun Tree Park Soccer Field 1	1.00	each	\$46,425.00	\$46,425.00
<i>Spray 3 doses of 3% Roundup to kill existing grass, Till field, Install 150 yards of sandy loam (4 inches), Laser Grade Field, Install Latitude 36 Hybrid Bermuda Grass</i>					

Notes

Topsoil to be dumped on field after field is tilled with tandem loads (dump trucks), any spoils will go in drainage ditch on Riverplace Dr side of field.

Subtotal	\$46,425.00
Tax	\$0.00
Total	\$46,425.00

TMC BuyBoard Contract Number: 529-17



Texas Multi-Chem

Great Sports Fields Start Here

Turf Program Estimate

River Place Utility District Soccer Woodland Park #4 (Estimate)

Contact Name **Art Jistel**
Phone **512-771-1404 (mobile)**
Email **jistels@aol.com**

Program Year **2019-2020**
Field Size **18,000 sq ft**
Field Type **Soccer**
Sales Rep **Trey Davis**

Turf Applications

Date*	Item / Treatment / Products	Notes	Qty	UOM	Price	Total Price
04/15/2019	Turf Booster 15-2-10		3.00	bag	\$38.50	\$115.50
04/15/2019	Spread Fertilizer		1.00		\$100.00	\$100.00
04/15/2019	Aeravate	1st aeravation will be a aggressive one	1.00	each	\$450.00	\$450.00
05/15/2019	Spray Application	Kill Ryegrass	1.00	each	\$350.00	\$350.00
07/15/2019	Green Keeper 20-0-10		3.00	bag	\$32.00	\$96.00
07/15/2019	Spread Fertilizer		1.00		\$100.00	\$100.00
07/15/2019	Aeravate		1.00	each	\$450.00	\$450.00
10/01/2019	Turf Booster 15-2-10		3.00	bag	\$38.50	\$115.50
10/01/2019	Spread Fertilizer		1.00		\$100.00	\$100.00

* dates are approximate

Program Total	\$1,877.00
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Notes & N-P-K

Nutrient Levels per 1000 sq ft (N-P-K)

(N) Nitrogen: 4.17
(P) Phosphorus: .33
(K) Potassium: 2.50

Texas Multi-Chem | www.TexasMultiChem.com | 1-800-292-1214 | PO Box 291306 Kerrville, TX 78029

TMC BuyBoard Contract Number: 529-17



Texas Multi-Chem

Great Sports Fields Start Here

Turf Program Estimate

River Place Utility District Soccer Sun Tree Park Field 2 (Estimate)

Contact Name Art Jistel
Phone 512-771-1404 (mobile)
Email jistels@aol.com

Program Year 2019-2020
Field Size 25,000 sq ft
Field Type Soccer
Sales Rep Trey Davis

Turf Applications

Date*	Item / Treatment / Products	Notes	Qty	UOM	Price	Total Price
04/15/2019	Turf Booster 15-2-10		4.00	bag	\$38.50	\$154.00
04/15/2019	Spread Fertilizer		1.00		\$100.00	\$100.00
04/15/2019	Aeravate	Aggressive	1.00	each	\$350.00	\$350.00
05/15/2019	Spray Application		275.00	each	\$0.00	\$0.00
	<i>Celsius - High Rate - 4.9 oz / acre, Trimec Southern - 1 qt / acre</i>					
07/15/2019	Green Keeper 20-0-10		4.00	bag	\$32.00	\$128.00
07/15/2019	Spread Fertilizer		1.00		\$100.00	\$100.00
07/15/2019	Aeravate		1.00	each	\$350.00	\$350.00
10/01/2019	Turf Booster 15-2-10		4.00	bag	\$38.50	\$154.00
10/01/2019	Spread Fertilizer		1.00		\$100.00	\$100.00

* dates are approximate

Program Total	\$1,436.00
----------------------	-------------------

Notes & N-P-K

Nutrient Levels per 1000 sq ft (N-P-K)

(N) Nitrogen: 4.00
(P) Phosphorus: .32
(K) Potassium: 2.40

Texas Multi-Chem | www.TexasMultiChem.com | 1-800-292-1214 | PO Box 291306 Kerrville, TX 78029

TMC BuyBoard Contract Number: 529-17

Hurley, Tobin

From: Bill Wolfe <bill@kidstruction.com>
Sent: Monday, March 11, 2019 9:18 AM
To: Hurley, Tobin
Subject: RE: River Place Shade Replacement Bid

Tobin:

Superior Shade 30 X 30 – 10' entry:
Embedded columns \$6,976.
Surface mount columns \$7,565.
Price is for shade only, delivered to Hutto, TX.
Sales taxes (if any) and installation extra.
Removal of existing shade extra.

Sincerely,
Bill Wolfe
Playground and Shade Structures, Inc.
Kidstruction® Commercial Playgrounds
505 Tradesmens Park Dr.
Hutto, TX 78634
512-642-6124 (FAX 512-642-4275)
1-800-245-8449

From: Hurley, Tobin <Tobin.Hurley@inframark.com>
Sent: Monday, March 11, 2019 8:51 AM
To: Bill Wolfe <bill@kidstruction.com>
Subject: River Place Shade Replacement Bid

Hi Bill,

USA Shade Hip Shade Structure - 30x30x10 (entry height); includes anchor bolts for recessed base plate footers. Here is the measurements of the shade. Do you have some numbers you might be able to put a bid proposal together?

Sincerely,

Tobin J. Hurley | District Manager



14050 Summit Drive, Suite 103 | Austin, TX 78728

(O) 512.246.0498 x30411 | (M) 512.820.5297 | www.inframark.com

Bill Wolfe

Mar 9, 2019, 9:04 AM (2 days ago)

to
me

Tobin:

Thank you for this information, but it is not what we are asking.
Please advise the name and address of the entity which would be the purchaser in this case.
Also, what is your relationship/title with the buyer?

Bill Wolfe
Playground and Shade Structures, Inc.
Kidstruction Commercial Playgrounds
512-642-6124 (Fax 512-642-4275)
1-800-245-8449

From: Tobin Hurley <tobinhurley@gmail.com>
Sent: Friday, March 8, 2019 6:20 PM
To: Bill Wolfe
Subject: Re: River Place Shade Replacement Bid

Hi Bill The Address is
Sun Tree Park
Sun Tree Cove
Austin Tx. 78730

Sincerely,
Tobin Hurley

Please Excuse any Typos
Sent from my iPhone

On Mar 7, 2019, at 12:01 PM, Bill Wolfe <bill@kidstruction.com> wrote:

Tobin:

Please advise the name and address of the entity which would be the purchaser in this case.
Also, what is your relationship/title with the buyer?

Sincerely,
Bill Wolfe

Playground and Shade Structures, Inc.
Kidstruction® Commercial Playgrounds
505 Tradesmens Park Dr.
Hutto, TX 78634
512-642-6124 (FAX 512-642-4275)
1-800-245-8449

From: Tobin Hurley <tobinhurley@gmail.com>
Sent: Thursday, March 07, 2019 10:13 AM
To: Bill Wolfe <bill@kidstruction.com>
Subject: Fwd: River Place Shade Replacement Bid

Please Excuse any Typos
Sent from my iPhone

Begin forwarded message:

From: Tobin Hurley <tobinhurley@gmail.com>
Date: March 6, 2019 at 12:01:30 AM CST
To: daniel@kidstruction.com
Subject: River Place Shade Replacement Bid

Hi Daniel,
We spoke today on the phone. Sorry for the late email. Here is some info and photos of the shade needing replacement we are looking for a bid possibly any info you can give by Monday EOD. The shade is at River Place Limited District at Sun Tree Park which is on the right when you're going down River Place Blvd.

Sincerely,
Tobin Hurley
Sent from my iPhone

Hurley, Tobin

From: Kennis, Jesse
Sent: Monday, March 11, 2019 12:06 PM
To: Hurley, Tobin
Subject: FW: Request Proposals for Suntree Playscape Canopy Replacement - Estimates Attached
Attachments: Est 4790 - Sun Tree Park - Wave Shade Structure - 3.5.2019.pdf; Est 4791 - Sun Tree Park - Hip Shade Structure - 3.5.2019.pdf; Est 4789 - Sun Tree Park - Shade Fabric Replacement - 3.5.2019.pdf; Hip Shade - Side-Top View.pdf

Respectfully,

Jesse L. Kennis II | Senior Operations Manager



151 Trinity Hills Drive / Austin, TX 78737
(M) 512.820.7442 | www.inframark.com

From: Mike Giehl [mailto:mike@fabplaygrounds.com]
Sent: Tuesday, March 5, 2019 10:25 AM
To: Ivar Rachkind <ivar@maryandivar.com>; Arthur Jistel <jistels@aol.com>; Kennis, Jesse <Jesse.Kennis@inframark.com>; Luft, Michael <Michael.Luft@inframark.com>
Cc: riverplacelimiteddistrict@mcginnislaw.com; Martin, Teresa <Teresa.Martin@inframark.com>
Subject: RE: Request Proposals for Suntree Playscape Canopy Replacement - Estimates Attached

Art and Ivar (Inframark crew too):

Good morning. Attached you will find some estimates on the shade structure that we discussed on site last week. There are 3 of them so let me provide a quick summary of each.

- Est 4789, this is the estimate to simply replace the shade fabric on both structures over the playscapes
 - o As we discussed, while the work can be performed we are NOT recommending this course of action due to the condition of the shade structures, see link to photo below
 - o <https://www.dropbox.com/s/w7v2wd5zwb4uep7/Shade%20Posts%20-%20Sun%20Tree.jpg?dl=0>
 - o We feel it is likely that when we begin to tighten the new fabrics on the structures, we will make the posts of the shade structure worse, perhaps even breaking some of the extensions near the top...circled in blue in the picture
- Est 4790, this is the estimate to replace the current shades with exactly the same design
 - o This is an older shade design and its really meant to go over pool areas, but some believe that it does have some aesthetic "curb" appeal
 - o There is one end that is really high and it lets shade come in during the late hours of the afternoon
 - o We can certainly provide this shade but recommend the next option
- Est 4791, this is for a standard hip shade (similar to the one installed at Woodlands Park, only smaller); I attached a side-top view to this email
 - o The entry heights of this shade on all 4 posts are similar to the entry heights of 3 of the columns on the existing wave shade...10ft.

- This provide a lot more shade at later afternoon hours
- We recommend this option as it is the most practical solution and is the less-expensive of the 2 options

You will see a note on Est 4790 and 4791 that has a "Rock Clause." There will be a charge somewhere between \$3,000-\$5,000 in order to deal with the rock when drilling the footers for the shade. The final cost will be determined when we would actually get down deeper into the ground.

Finally, you will see a charge on the estimate for engineered drawings, this is optional. However, I would recommend getting these blueprints for your records so 15+ years down the road you will have a good record of what was actually installed.

Let me know of any questions. Have a great rest of your day!

Warm Regards,

Mike Giehl
VP of Sales, fun abounds
[512-636-8260](tel:512-636-8260) - cell
[281-265-0043](tel:281-265-0043) - fax
mike@fabplaygrounds.com
www.fabplaygrounds.com



Click to go to www.fabplaygrounds.com



BCI Burke: <http://viewer.zmags.com/publication/766cb8a8#/766cb8a8/1>

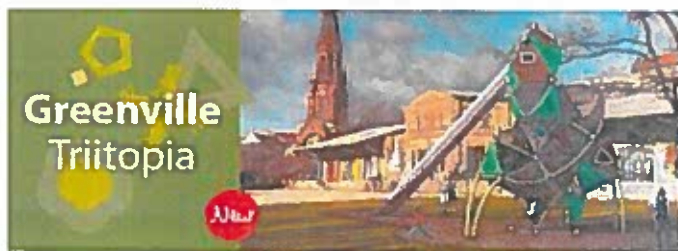
BCI Burke Fitness: <http://viewer.zmags.com/publication/0f59a329#/0f59a329/1>

BCI Burke Inclusive: <http://viewer.zmags.com/publication/b8e8a3b8#/b8e8a3b8/1>

Berliner: <http://viewer.zmags.com/publication/5ebd80ac#/5ebd80ac/1>

USA Shade: <http://viewer.zmags.com/publication/a813842e#/a813842e/1>

IDSculpture: <http://idsculpture.com/catalog.html>



From: Mike Giehl

Sent: Thursday, February 28, 2019 8:26 PM

To: 'Ivar Rachkind' <ivar@maryandivar.com>; Arthur Jistel <jistels@aol.com>; Jesse.Kennis@inframark.com;
michael.luft@inframark.com

Cc: riverplacelimiteddistrict@mcginnislaw.com

Subject: RE: Request Proposals for Suntree Playscape Canopy Replacement

Ivar:

I will do my best but cannot guarantee to provide you an exact price for a turnkey solution by that date. I am sure we can provide you pricing for the structures themselves as well as basic installation costs, however there are massive amounts of rock under the mulch (we know because we encountered it when we installed the playground) and we might be only able to provide you an approx. cost for dealing with the rock and drilling through the rock. The footers for these shade structures go about 6ft deeper than the posts for the playgrounds so we might have to consider doing a "spread" footer for the shades vs. drilling real deep into the rock...these are costs that take time to assemble.

We could easily charge you an amount that would cover all our costs by Wed March 6 but I feel that could be an amount that is too high...we want to be competitive and earn your business but we need to price this as accurately as possible. When dealing with rock and getting quotes from companies that can provide drill rigs on site, that sometimes takes time to put together.

I do promise that I will do everything I can to get you as best a quote as I can by Wed next week. Thank you and have a wonderful evening.

Warm Regards,

Mike Giehl

VP of Sales, fun abounds

[512-636-8260](tel:512-636-8260) - cell

[281-265-0043](tel:281-265-0043) - fax

mike@fabplaygrounds.com

www.fabplaygrounds.com



Click to go to www.fabplaygrounds.com



BCI Burke: <http://viewer.zmags.com/publication/766cb8a8#/766cb8a8/1>

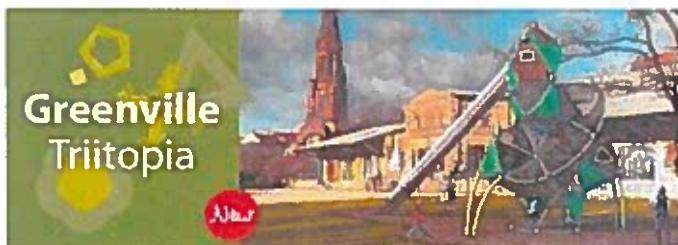
BCI Burke Fitness: <http://viewer.zmags.com/publication/0f59a329#/0f59a329/1>

BCI Burke Inclusive: <http://viewer.zmags.com/publication/b8e8a3b8#/b8e8a3b8/1>

Berliner: <http://viewer.zmags.com/publication/5ebd80ac#/5ebd80ac/1>

USA Shade: <http://viewer.zmags.com/publication/a813842e#/a813842e/1>

IDSculpture: <http://idsculpture.com/catalog.html>



From: Ivar Rachkind [<mailto:ivar@maryandivar.com>]

Sent: Thursday, February 28, 2019 8:35 AM

To: Mike Giehl <mike@fabplaygrounds.com>; Arthur Jistel <jistels@aol.com>; Jesse.Kennis@inframark.com;
michael.luft@inframark.com

Cc: riverplacelimiteddistrict@mcginnislaw.com

Subject: RE: Request Proposals for Suntree Playscape Canopy Replacement

Mike,

As Art said, by the 6th (WEDNESDAY) please.

Ivar

Ivar Rachkind | +1 512 342-0013 | M +1 512 658-6226

From: Mike Giehl <mike@fabplaygrounds.com>

Sent: Thursday, February 28, 2019 8:34 AM

To: Arthur Jistel <jistels@aol.com>; Jesse.Kennis@inframark.com; Ivar Rachkind <ivar@maryandivar.com>;
michael.luft@inframark.com

Cc: riverplacelimiteddistrict@mcginnislaw.com

Subject: RE: Request Proposals for Suntree Playscape Canopy Replacement

Art:

Good seeing you this past Monday. I am on it and will get both proposals to you by end of next week, in time for your meeting.

Warm Regards,

Mike Giehl

VP of Sales, fun abounds

[512-636-8260](tel:512-636-8260) - cell

[281-265-0043](tel:281-265-0043) - fax

mike@fabplaygrounds.com

www.fabplaygrounds.com



Click to go to www.fabplaygrounds.com



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BCI Burke Fitness: <http://viewer.zmags.com/publication/0f59a329#/0f59a329/1>

BCI Burke Inclusive: <http://viewer.zmags.com/publication/b8e8a3b8#/b8e8a3b8/1>

Berliner: <http://viewer.zmags.com/publication/5ebd80ac#/5ebd80ac/1>

USA Shade: <http://viewer.zmags.com/publication/a813842e#/a813842e/1>

IDSculpture: <http://idsculpture.com/catalog.html>



From: Arthur Jistel [<mailto:jistels@aol.com>]

Sent: Thursday, February 28, 2019 8:17 AM

To: Mike Giehl <mike@fabplaygrounds.com>; Jesse.Kennis@inframark.com; ivar@maryandivar.com; michael.luft@inframark.com

Cc: riverplacelimiteddistrict@mcginnislaw.com

Subject: Request Proposals for Suntree Playscape Canopy Replacement

Good Morning Mike,

As soon as you can please forward the proposals Ivar requested at our meeting on Monday. Our next Limited District meeting is scheduled for March 11th so to be able to vote on any of your proposals we will need your estimates by Wednesday the 6th. Thanks,

Art



fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
3/5/2019	4790

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Wave Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
USA Shade	Wave Shade Structures (replicas of shade designs currently on site)	2	10,307.00	20,614.00
Discount	Wave Shade Structure - 30x30 (entry height will vary due to design); includes anchor bolts for recessed base plate footers		-1,300.00	-1,300.00
Installation	Discount Installation; includes trimming of tree branches as necessary		16,000.00	16,000.00
Demo	Demo/removal of existing shade structures		4,500.00	4,500.00
Freight	Freight		1,000.00	1,000.00
Engineered Drawings	Engineered Drawings (OPTIONAL); only required if permits needed; however nice to have official "blueprints" of the shades		1,080.00	1,080.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

We are proud of a job well done and may spotlight your project on our website or FaceBook. If we do not have your permission to do so, please notify us. Thank you!



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Estimate

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3/5/2019	4790

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mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Wave Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. Sun Tree Park will incur a charge somewhere between \$3,000-\$5,000 to drill through and deal with the rock that will be uncovered during the footer installation of new shade structure posts.		0.00	0.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Estimate

Date	Estimate #
3/5/2019	4790

Mike Giehl, VP of Sales
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mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Wave Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$41,894.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

Sales Tax.. \$0.00

Total \$41,894.00

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

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Leigh Walden, President
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www.fabplaygrounds.com

Estimate

Date	Estimate #
3/5/2019	4791

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
USA Shade	Hip Shade Structures (similar to design at Woodlands Park, only smaller)	2	8,458.00	16,916.00
Discount	Hip Shade Structure - 30x30x10 (entry height); includes anchor bolts for recessed base plate footers		-845.00	-845.00
Installation	Discount Installation; includes trimming of tree branches as necessary		16,000.00	16,000.00
Demo	Demo/removal of existing shade structures		4,500.00	4,500.00
Freight	Freight		1,000.00	1,000.00
Engineered Drawings	Engineered Drawings (OPTIONAL); only required if permits needed; however nice to have official "blueprints" of the shades		1,080.00	1,080.00

Thank you for allowing us to submit this proposal.

Subtotal

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
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Estimate

Date	Estimate #
3/5/2019	4791

Mike Giehl, VP of Sales
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512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. Sun Tree Park will incur a charge somewhere between \$3,000-\$5,000 to drill through and deal with the rock that will be uncovered during the footer installation of new shade structure posts.		0.00	0.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Sales Tax.

Total

City of Houston WBE
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Estimate

Date	Estimate #
3/5/2019	4791

Mike Giehl, VP of Sales
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512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structures

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$38,651.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

Sales Tax.. \$0.00

Total \$38,651.00

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

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Leigh Walden, President
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Estimate

Date	Estimate #
3/5/2019	4789

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Shade Fabric Replacement

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
USA Shade	Fabric Replacement for both Wave Shades	1,800	5.02778	9,050.00
Installation	Installation		3,500.00	3,500.00
Freight	Freight		900.00	900.00
Note	We CANNOT guarantee that the existing shade structure posts will hold up to the new fabric installation, tensioning of the new fabrics will be extreme and given the rust and poles that are already bent, it is likely the posts WILL FAIL.		0.00	0.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

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Estimate

Date	Estimate #
3/5/2019	4789

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Shade Fabric Replacement

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$13,450.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

Sales Tax.. \$0.00

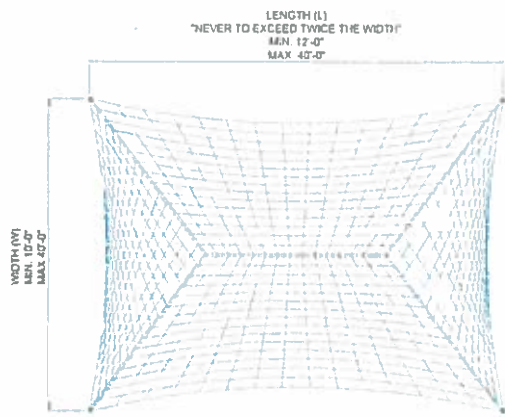
Total \$13,450.00

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

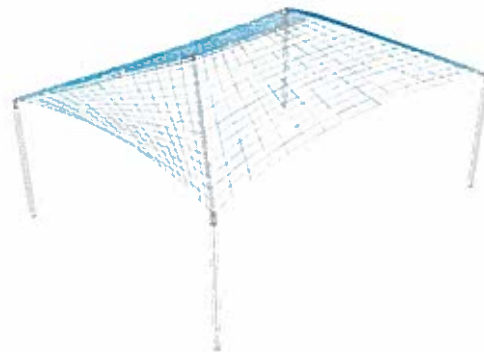
Signature _____

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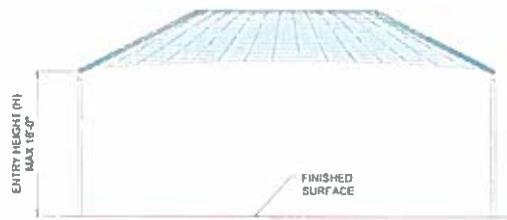
401.5 SINGLE HIP



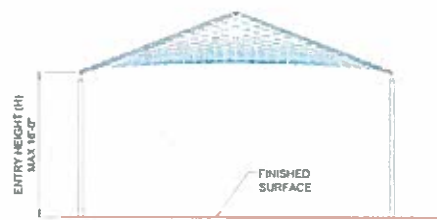
PLAN VIEW



PERSPECTIVE VIEW



FRONT ELEVATION



SIDE ELEVATION



fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
3/6/2019	4793

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structure
Large Playground

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
USA Shade	Hip Shade Structure (similar to design at Woodlands Park, only smaller, OVER LARGE PLAYGROUND ONLY)	1	8,458.00	8,458.00
Discount	Hip Shade Structure - 30x30x10 (entry height); includes anchor bolts for recessed base plate footers		-350.00	-350.00
Installation	Discount Installation; includes trimming of tree branches as necessary		9,000.00	9,000.00
Demo	Demo/removal of existing shade structures		2,800.00	2,800.00
Freight	Freight		600.00	600.00
Engineered Drawings	Engineered Drawings (OPTIONAL); only required if permits needed; however nice to have official "blueprints" of the shades		1,080.00	1,080.00

Thank you for allowing us to submit this proposal.

Subtotal

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Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

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Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

Estimate

Date	Estimate #
3/6/2019	4793

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structure
Large Playground

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Rock Clause	In the event, we run into excessive rock, we will partner with you as to how to best handle the situation. Sun Tree Park will incur a charge somewhere between \$2,000-\$4,000 to drill through and deal with the rock that will be uncovered during the footer installation of new shade structure posts.		0.00	0.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00

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Subtotal

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Sales Tax..

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

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Estimate

Date	Estimate #
3/6/2019	4793

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
Hip Shade Structure
Large Playground

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$21,588.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

Sales Tax. \$0.00

Total \$21,588.00

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature _____

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Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
3/6/2019	4750

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
10607 Sun Tree Cove
Austin, TX 78730

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
TRT06-B-01-000	6' Rectangular Portable Table - Punched Steel. Advantage Coating GREEN TOP & FRAME (7-year warranty)	2	790.00	1,580.00
Installation	Installation (done at same time as shade structure(s))		800.00	800.00
Demo	Demo and disposal of existing tables		400.00	400.00
Freight	Freight		246.00	246.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after 5 days will be subject to a restocking fee and freight charges as applicable. Price valid for 30 days.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Sales Tax.

Total

City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

Signature

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Leigh Walden, President
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Estimate

Date	Estimate #
3/6/2019	4750

Mike Giehl, VP of Sales
Southern Texas & Surrounding
mike@fabplaygrounds.com
512-636-8260

We are pleased to provide this estimate for

Inframark
14050 Summit Drive Suite 113A
Austin, TX 78728

Ship to:

Sun Tree Park
10607 Sun Tree Cove
Austin, TX 78730

Rep	Terms	Project
MG	Due upon compl...	Sun Tree Park

Item	Description	Qty	Rate	Total
Credit Cards	Payments made with credit cards (Visa and Mastercard only) will require an additional 3% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$3,026.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

Sales Tax.. \$0.00

Total \$3,026.00

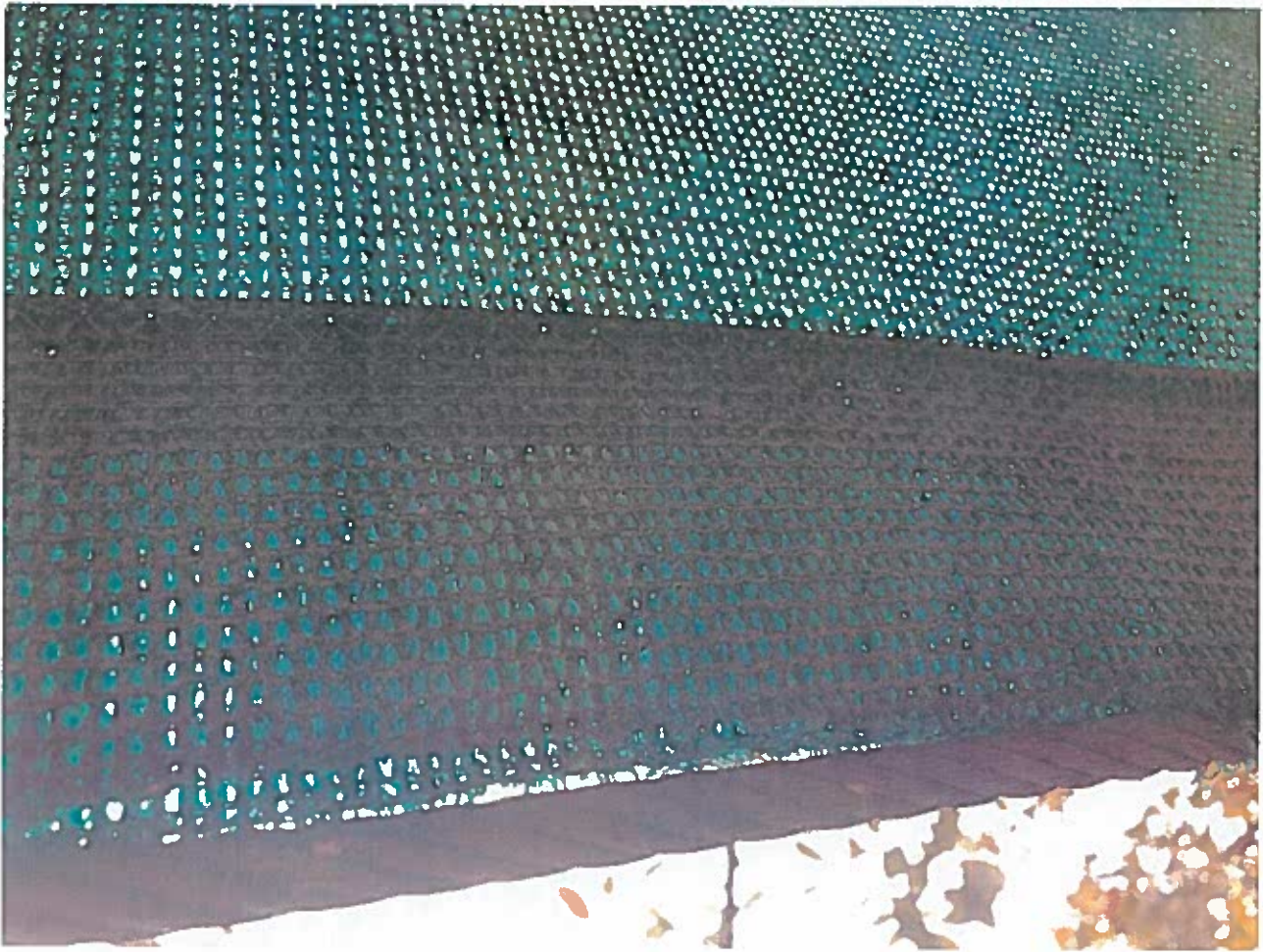
City of Houston WBE
(Women's Business Enterprise)
Certificate #12-12-11596

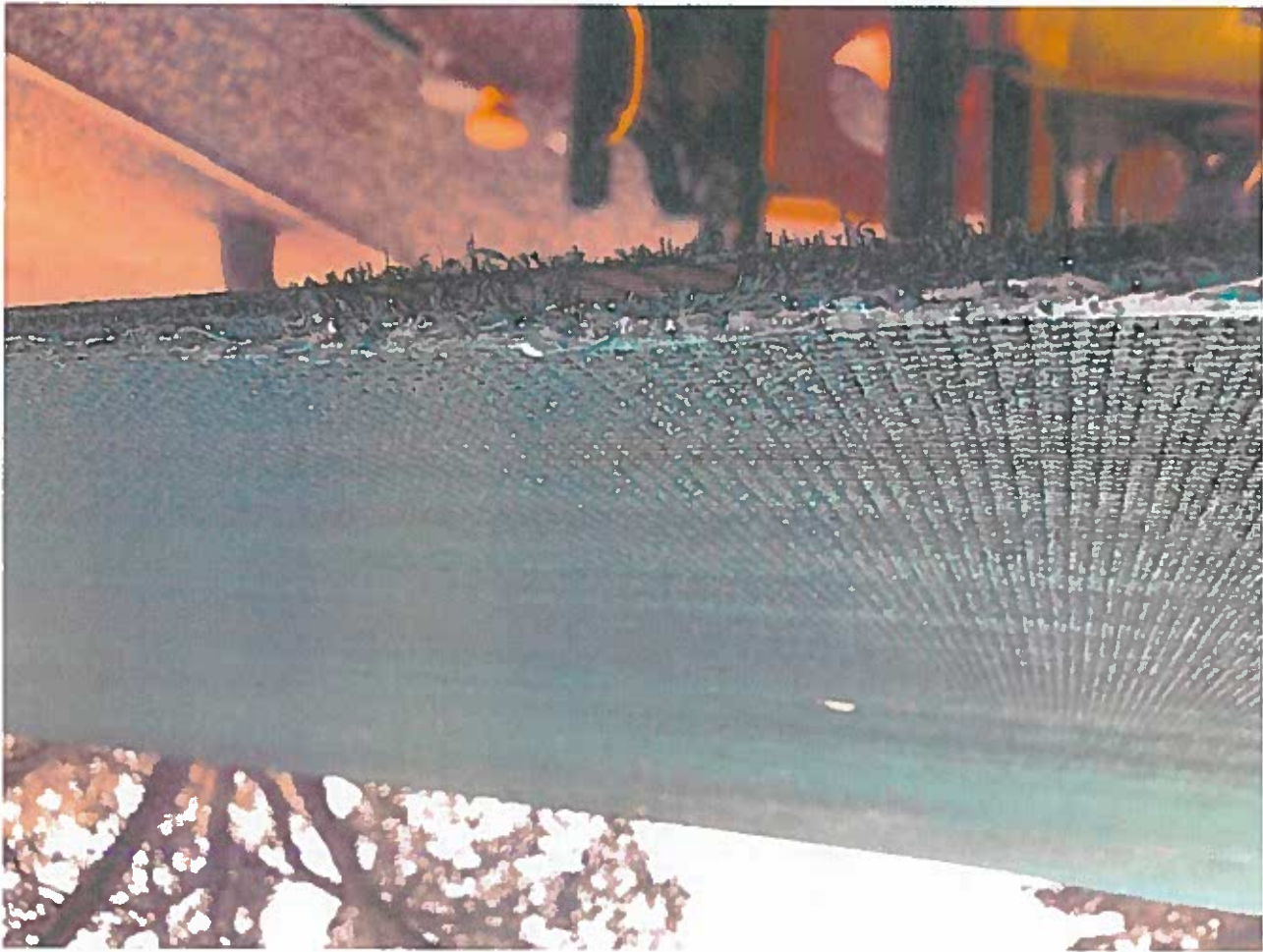
Signature _____

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2019

January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
					1	2
					3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				