

**MINUTES OF
PARKS AND RECREATION MEETING
OF THE
BOARD OF DIRECTORS**

April 25, 2018

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

The Board of Directors (the "Board") of Oakmont Public Utility District (the "District") met in regular session, open to the public, at Auburn Lakes Recreation Center, the District's designated meeting place inside the boundaries of the District, on Wednesday, April 25, 2018 at 7:00 p.m.; whereupon, the roll was called of the members of the Board, to-wit:

| | | |
|----------------|---|---------------------|
| Ty Warren | - | President |
| Shaun Hebert | - | Vice President |
| Kerry Simmons | - | Secretary |
| Bruce Bramlett | - | Assistant Secretary |
| Jennifer Smith | - | Assistant Secretary |

All members of the Board were present, thus constituting a quorum.

Additionally, in attendance were: Mel Reist of Silversand Services, the District's landscape maintenance vendor; Tina DeAses of The Risher Companies, the District's Recreation Manager ("Risher"); and Michael Murr of Murr Incorporated, the District's Landscape Architect.

WHEREUPON, the meeting was called to order in accordance with the posted meeting notice, which is attached hereto as Exhibit "A".

APPROVE MINUTES OF MEETING HELD MARCH 28, 2018

The Board considered the minutes of the meeting held March 28, 2018, which were distributed to the Board for review prior to the meeting. After discussion, upon a motion by Director Simmons, seconded by Director Hebert, the Board voted unanimously to approve the minutes as presented.

RECREATION CENTER MANAGER REPORT

The Board recognized Ms. DeAses, who presented the Recreation Center Manager's Report, a copy of which is attached hereto as Exhibit "B".

Ms. DeAses presented a proposal from Grand Slam Audio for the installation of a sound system at the Pool for a cost of \$17,436.41, a copy of which is included in the Recreation Center Manager's Report. After discussion, upon a motion by Director Bramlett, seconded by Director

Warren, the Board voted unanimously to authorize the purchase and installation of the sound system as presented, contingent upon Ms. DeAses confirming the speakers will be repositionable and the installation can be completed by May 5th.

The Board then considered a quote from Walt's Pools for the installation of drains in three planter areas for a cost of \$1,500.00. Upon a motion by Director Bramlett, seconded by Director Hebert, the Board voted unanimously to approve the proposal and authorize the work as presented.

Ms. DeAses then requested the Board to consider whether pool open hours should be amended. After discussion, upon a motion by Director Bramlett, seconded by Director Hebert, the Board voted unanimously to keep the pool hours as they are, but to extend holiday hours by one hour.

No other action was taken on any of the other proposals presented or included in the Recreation Center Manager's Report.

HEAR FROM SILVERSAND SERVICES

The Board next recognized Mr. Reist. A formal report was not presented. No action was taken by the Board.

LANDSCAPE ARCHITECT REPORT

The Board then recognized Mr. Murr, who presented the Landscape Architect's Report, a copy of which is attached hereto as Exhibit "C".

Mr. Murr reviewed bids received on the security planting and bollards at the east detention pond. Mr. Murr recommended award to the lowest bidder, JINCO. After discussion, upon a motion by Director Warren, seconded by Director Hebert, the Board voted unanimously to award the project to JINCO as presented.

Mr. Murr then presented a proposal from USA Shade and Fabric for the purchase and installation of a small shade sail for the playground area in the amount of \$6,675. Upon a motion by Director Warren, seconded by Director Simmons, the Board voted unanimously to authorize the purchase and installation of the shade sail as presented.

Mr. Murr requested the Board consider authorizing him to proceed with the purchase of the larger shade sails for the pool and playground through the Texas Buy Board. The Board discussed the matter, and upon a motion by Director Simmons, seconded by Director Hebert, the Board authorized Mr. Murr to proceed with procurement of the larger shade sails for the pool and playground through the Texas Buy Board at a cost not to exceed \$100,000, upon confirmation from the District's Attorney that doing so would satisfy all bidding requirements.

After review of the report and discussion, upon a motion made by Director Warren, seconded by Director Hebert, the Board voted unanimously to approve the Landscape Architect's Report.

HEAR FROM RECREATION COMMITTEE

No action was taken on this matter.

REVIEW DRAFT SOCIAL MEDIA POLICY

The Board reviewed the draft social media policy, but tabled action on the matter until the general meeting.

HEAR DIRECTOR REPORTS

No Director reports were presented.

HEAR FROM THE PUBLIC

No comments were presented.

There being no other business to come before the Board, the meeting was adjourned.

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PASSED, APPROVED and ADOPTED this April 25, 2018.

(DISTRICT SEAL)


Secretary, Board of Directors



**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of Oakmont Public Utility District will meet in **regular** session, open to the public, at **7:00 p.m.**, on **Wednesday, April 25, 2018**, at the **Auburn Lakes Recreation Center**, a meeting location inside the District, at which meeting the following items will be considered:

1. Approve minutes from March 28, 2018 meeting.
2. Hear report from Recreation Center Manager, and consider acting thereon, including:
 - a. Review and consider approving proposals for purchase of recreation equipment, repairs to facilities, and/or authorizing camps and activities; and
 - b. Consider authorizing Recreation Center Manager to proceed with projects, purchases, and repairs as directed by the Board.
3. Hear from Silversand Services and consider authorizing proposals for landscaping maintenance.
4. Hear report from Landscape Architect and consider acting thereon, including:
 - a. Receive proposals for installation of landscaping throughout District and consider authorizing same; and
 - b. Authorize Landscape Architect to proceed with park projects as directed.
5. Hear from Recreation Committee, and consider taking action, including:
 - a. Ratify action taken by Recreation Committee during the previous month to purchase equipment or approve repairs, as necessary.
6. Review draft Social Media Policy, and consider adoption Resolution Establishing Social Media Policy.
7. Hear Directors reports, and consider taking action thereon.
8. Hear from the public.

Pursuant to V.T.C.A. Government Code, Chapter 551, the Board of Directors may convene in closed session in relation to any agenda item included in this Notice, such closed session will be held at the date, hour and place given in this Notice concerning any all subjects for any and all purposes permitted by V.T.C.A. Government Code, Chapter 551, including but not limited to pending or contemplated litigation, security matters and devices, personnel matters, real estate transactions or a private consultation with the attorney for the District on any or all subjects or matters authorized by law.

EXECUTED this 19th day of April, 2018.

OAKMONT PUBLIC UTILITY DISTRICT

By: Mallory J. Craig
Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

(DISTRICT SEAL)



CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

I, Monica Roberts-Jenkins, the undersigned, hereby state that I posted the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at the administrative office of the District, 9 Greenway Plaza, Suite 1100, Houston, Texas, on Thursday, April 19, 2018, at 3:00 p.m., which time was not less than 72 hours prior to the scheduled time of the meeting.


Monica Roberts-Jenkins

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

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EXECUTED this 19th day of April, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By: Mallory J. Craig
Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION

1309696
04/19/2018 PERSONAL
\$9.00 MPR - NOTICE MTG

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EXECUTED this 19th day of April, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By: Mallory J. Craig
Mallory J. Craig
Coats Rose, P.C.
Attorneys for the District

FILED
2018 APR 19 PM 3:10
COUNTY CLERK
HARRIS COUNTY TEXAS

CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

I, C. DeAses, the undersigned, hereby state that I posted a copy of the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at 25005 Northcrest Drive, Spring, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the 20 day of April, 2018 at 9:20 A.m., which time was not less than 72 hours prior to the scheduled time of the special meeting.

C. DeAses
(Name)

**Auburn Lakes Recreation Center:
Oakmont Public Utility District
Monthly Report – April 2018**



RISHER FITNESS MANAGEMENT

**Prepared by: Tina DeAses, Recreation Director
Risher Fitness Management, Inc.**

Risher Fitness Management, Inc. has been contracted to manage the Auburn Lakes Recreation Center.



**Auburn Lakes Recreation Center and Risher Fitness Management
Mission Statement**

Our mission here at Risher Fitness Management is to provide safe and fun recreation, fitness, special events, and wellness opportunities for all residents. We strive to promote and enhance healthy lifestyles and well-being in a welcoming environment for both children and adults alike. Providing a clean, fun, and quality experience in every one of the recreation centers we manage with qualified and certified employees. We aim to offer you with the best and most positive environment you will find in any community recreational setting. Through quality customer service and community activities we hope to bring each community closer together.

Employees

The employees at the Auburn Lakes Recreation Center working under Risher Fitness Management, Inc. (RFM) for the month included:

- Management Team:
 - Tina DeAses, Jenifer Cox
- Fitness Room Attendants:
 - Keaton Ball, Alex Fontana, Josh Staab

Fitness Center 3/22 -4/17

| | |
|-----------------------------|------|
| Total Entrees | 1428 |
| Fitness Center Orientations | 3 |

Clubhouse 3/22 -4/17

| | |
|-----------------------|--------------------|
| Group Fitness Classes | HIIT it, Boot Camp |
| Resident Reservations | 2 |
| Salad in a Jar | 2 |
| Swim Team | 3 |

Pool 3/22 – 4/17

Pool re-opened April 23 for swim team.

Monthly Expenses 3/22 – 4/17:

| Company | Invoice/Service | Cost |
|---------------|----------------------------------|----------|
| AT & T phone | Land line | \$65.42 |
| AT&T internet | Internet | \$64.46 |
| Direct TV | Clubhouse TV | \$49.99 |
| Comcast | Cable service for Fitness Center | \$177.98 |
| Ready Refresh | Water service | \$31.99 |
| Vanguard | Cleaning Services | \$391.00 |

| | | |
|--------------------|-----------------------------|------------------|
| | Paid by Bookkeeper | \$780.84 |
| Supplies & vendors | Total Paid by Risher | 296.94 |
| | Grand Total | \$1077.78 |

Monthly Income

| Monthly Income Source | \$ Amount | YTD Oct - April |
|---|------------------|------------------------|
| Pool Passes | \$ | \$450.00 |
| Clubhouse Rental Income (3/22 -4/17) | \$350.00 | \$5,775.00 |
| Rec Pass | \$270.00 | \$585.00 |
| Total | \$620.00 | \$6,810.00 |

Discussion Items & Quotes

I. Pool Sound System

- A. Grand Slam Audio Visual Quote #333 \$8,659.80
Pool Pavilion Sound System includes EPISODE system 6 mushroom speakers, 4 speakers with 6 in woofers, amp, 8-input mixer, handheld mic, wall mount & surge protector, speaker cables
- B. Grand Slam Audio Visual Quote #748 \$17,436.41
Better system includes: SONANCE LANDSCAPE SERIES 2 twelve-inch UV Resistant In-Ground subwoofers, 10 six-inch landscape satellite speakers, 1 amplifier, PVC Ground posts, wall mount, surge protector, speaker cables
*Eligible for 10% discount if approved before April 30

II. Gordon Safe & Lock \$500.00 / year

- A. Software maintenance agreement for a system with up to 16 doors / access points costs. It includes monthly bug fixes, security patches, and feature updates.

III. Pool Drainage

- A. Walt's Pools \$1,500.00
Install drains in 3 planter areas, drain to tie into existing pipes to main drain on north side. Repair & repaint existing deck.
- B. Discussing possibilities of adding additional entry points with mag lock system to pool gate.

IV. Swimming Pool Signs

- A. See attached signage proofs for 15 realtor signs with frames. Please approve. 18 x 24 laminated single sided signs, 2 stickers, 2 laminated posters.

V. A/C Annual Maintenance Contract

- A. SCHILLER SERVICES \$350.00/ 3-6 mos.
Media filters changed, check CO levels, Fall/winter services: check all safeties, smoke detectors, flue pipe, test heater operations, A/C checks: blow out drain lines, add drain cleaner, clean out traps, Attic work: check duct connections, look for Freon leaks, check wire connections, check amp draws of fans, and look for any other repairs. A/C outdoor work: check control panels, capacitors, wire connections, wash al condenser coils, etc. Media (HVAC) filters \$25.00/ each
- B. AMBIENT \$325.00
Check all electrical & freon levels, clear drain lines and wash condenser & evaporator coils as needed. Check amp draw on all motors. Replace air filters.

VI. LED light schedule for April – May

May 5 –Rapids first swim meet/ pool opening day/ Cinco de Mayo
May 13 – Mothers Day
May 19- Armed Forces Day

VII. Pool Hours

Right now the pool is scheduled for Fridays & Saturday 9:00 AM – 9:00 PM and Tuesday – Sunday 9:00 AM – 8:00 PM. Last year we adjusted the pool hours on the weekends when we were only open weekends & holidays to 9:00 AM – 9:00 PM. Do you want me to discuss this possibility with Aquatics Management?

VIII. Swim team/ swim meet needs

Please see the attached document with additional items needed for the swim team.

Maintenance Repairs Completed since March 22

- 1) Silversand Services will start work listed below on 4.25
 - 1) Top dress the granite gravel at the west and east detention ponds to fix low and washed out areas only. (First week of May)
 - 2) Add sod for bare and thin areas around the recreation center property.
 - 3) Add sprays zone at areas that don't have irrigation.
 - 4) Addition of Asian jasmine to fill in bare areas and damage in the bed on circle island median front of clubhouse.
 - 5) Install Advion granular ant bait treatment to pool and playground area. This product has a 4-5 month control.

2) Evenflow Plumbing

1) Evenflow Plumbing will install 2 new water heaters on 4.24.2018. Project includes labor, equipment, installation, & hauling away of trash

3) Aquatics Management

- 1) Installed 4 -500 watt LED, 2 spa LED, repair junction box – 4.19
- 2) Add gauges to main pipe shut off and 1 other pipe – 4.20
- 3) Add pool outlet covers to help with circulation – 4.20
- 4) Replaced 1 skimmer basket – 4.20
- 5) Install funbrellas – Week of 4.23
- 6) Replace 3 rescue tubes – week of 4.23
- 7) No Diving Signs – week of 4.23

4) Walt's Pools

- 1) Power washing completed on 4.19 & 4.20
- 2) Pool Deck Expansion Joint Projects completed 4.16
Removed material from approximately 450 linear feet of expansion joints & replaced with plastic expansion joints to match existing material, repaired joints, and re-painted.

5) Koper Enterprises, Inc

- 1) Furniture is scheduled to ship out week of 4.23
2couches, 3 tables, 3 umbrellas, 3 bases, 12 chairs, shipping and assembly

6) Projects approved but not started

- i. Fans at pool party area. Ordered fans from Northwood Lighting on 3.13. Fan is expected in soon. A+ Spring Electric will install once the fans arrive.
- ii. Holes for swim team. Anchors arrived on 4.19.18. Houston Pool Renovations will install week of 4.23.

Maintenance Items

1) Submitted to Jones & Carter

- a. Cracks in weight room ceiling, hallway, crown molding, cardio room – putting on 1-year warranty list.
- b. Cracks in side of swimming pool near bridge.
- c. Men's bathroom door in pool pavilion won't close.
- d. Problems with toilet at pool pavilion.
- e. Huey's team left brown marks on pool deck

2) Submitted to Silversand

- a. Dog waste stations bags needed to be refilled at West Pond. Trash at East Pond.

3) Submitted to Walt's Pools

- a. Power washer chipped paint in various areas. They will come back this week to repair.



a proposal for
Lee, Jerrod

281-796-8809
jerrrod@risherco.com, lifestyle@texaspud.com
25005 northcrest Dr
spring
Texas, 77375



Prepared on 3/7/2018 by
John Bates

About Us

Grand Slam A/V and Security is your expert partner for home automation, security and comfort. Through connected systems and creative solutions, we give you on-demand access to music and media, simplify your home and business systems, and help you protect what matters most. Best of all, we can provide you full access and control over your system from your smartphone.

Proposal #333

About Us

2 of 6

Pool Audio

| Part # | Description | Unit Price | Quantity | Total Price |
|-------------------------|--|------------|----------|-------------------|
| | WattBox WB-11-LIGHT Rack Mount Lighted Power Surge Protector - 11 Outlets | \$139.00 | 1 | \$139.00 |
| | Binary SP-164-DB-1000-BLK Cables 16 Gauge 4-Conductor 65- Strand CL2 Direct Burial Speaker Wire - 1000ft Drum (Black) | \$550.90 | 1 | \$550.90 |
| | Labor | \$1,975.00 | 1.00 | \$1,975.00 |
| Pool Audio Total | | | | \$9,839.47 |
| | Episode ES-AW-360-6-BRN Episode® Landscape Series 360° Speaker (Each) | \$459.95 | 6 | \$2,759.70 |
| | Episode ES-LS-SAT-6-BRN Episode® Landscape Series Satellite Speaker with 6" Woofer (Each) - Dark Brown | \$429.00 | 4 | \$1,716.00 |
| | Crown CDI4000 4000W POWER AMP W/DSP | \$1,908.90 | 1 | \$1,908.90 |
| | Behringer 802 8-Input 2-Bus Mixer, XENYX/EQ | \$89.99 | 1 | \$89.99 |
| | Shure BLX24-PG58 SHURE BLX24/P58 SINGLE CH DTWIRELESS HANDHELD MIC SYSTEM | \$299.99 | 1 | \$299.99 |
| | Direct Connect DCRMW12U * DIRECTCONNECT 12U WALL MOUNT RACK UNIT ASSEMBLED FOR EQUIPMENT **** EXTRA FREIGHT ITEM **** | \$399.99 | 1 | \$399.99 |

Project Total

| | |
|--------------------|-------------------|
| Parts | \$7,864.47 |
| Discount | \$1,179.67 |
| Parts Total | \$6,684.80 |
| Labor | \$1,975.00 |
| Tax | \$714.43 |
| Grand Total | \$9,374.23 |

Project Terms

Alarm Monitoring will be:
 \$47.77 a month for 3 years or
 \$40.77 a month for 5 years

Payment Schedule

50% due upon approval, 50% due at completion.

All payment types accepted. A 3% processing fee will be added to credit card payments.



About Us

Grand Slam A/V and Security is your expert partner for home automation, security and comfort. Through connected systems and creative solutions, we give you on-demand access to music and media, simplify your home and business systems, and help you protect what matters most. Best of all, we can provide you full access and control over your system from your smartphone.

a proposal for

Lee, Jerrod

281-796-8809








lifestyle@texaspud.com

25005 northcrest Dr

spring, Texas, 77375



Pool Audio

| ITEM | DESCRIPTION | UNIT PRICE | QUANTITY | TOTAL | LABOR | ESTIMATE | QUANTITY | TOTAL |
|---|--|-------------|----------|-------------------------|-------|------------|----------|--------------------|
|  | Sonance LS12ESUB 12" In-ground Subwoofer | \$4,000.00 | 1 | \$4,000.00 | | | | |
|  | Direct Connect DCRMW12U * DIRECTCONNECT 12U WALL MOUNT RACK UNIT ASSEMBLED FOR EQUIPMENT **** EXTRA FREIGHT ITEM **** | \$399.99 | 1 | \$399.99 | Labor | \$1,975.00 | 1.00 | \$1,975.00 |
|  | WattBox WB-11-LIGHT Rack Mount Lighted Power Surge Protector - 11 Outlets | \$139.00 | 1 | \$139.00 | | | | |
|  | Binary SP-164-DB-1000-BLK Cables 16 Gauge 4-Conductor 65- Strand CL2 Direct Burial Speaker Wire - 1000ft Drum (Black) | \$550.90 | 1 | \$550.90 | | | | |
|  | Sonance LS68 SUB12E SYSTEM LS68 Landscape Speaker System | \$11,000.00 | 1 | \$11,000.00 | | | | |
|  | Sonance LS68SAT 6" Landscape Satellite Speaker | \$750.00 | 2 | \$1,500.00 | | | | |
|  | Sonance 92925 Landscape 19" Pvc Ground Post | \$60.00 | 10 | \$600.00 | | | | |
| | | | | Pool Audio Total | | | | \$20,164.89 |

Project Total

| | |
|--------------------|--------------------|
| Parts | \$18,189.89 |
| Discount | \$2,728.48 |
| Parts Total | \$15,461.41 |
| Labor | \$1,975.00 |
| Tax | \$1,438.50 |
| Grand Total | \$18,874.91 |

Project Terms

Alarm Monitoring will be:
\$47.77 a month for 3 years or
\$40.77 a month for 5 years

Payment Schedule

50% due upon approval, 50% due at completion.

All payment types accepted. A 3% processing fee will be added to credit card payments.

Waltspools
 3722 Cypresswood Dr
 Spring, Tx 77388
waltspools@comcast.net

Customer....Tina DeAsas/Oakmont Public Utility District
 Auburn Lakes Rec
 25005 Northcrest Dr
 Spring, Tx 77389

Proposal

- Re color entire deck area around pool with color guard product (sundeck) Fran Tan/ includes power washing of the deck
- Install drain in 3 (three) planter areas , drain to tie into existing pipes to main drain on north side .
- Total for re coloring deck and powerwashing.....\$8200.00
- Total for drains.....\$1500.00

Tina DeAsas _____ date _____
 Walter Crotty/DBA Waltspools _____
 Thank you Waltspools...713-253-0818



This wasn't part of the initial sign quote. How many do you want? Keep wording or change?



These will be placed along Northcrest - QTY 6



These will be placed throughout the grassy area in between the clubhouse and pool pavilion- QTY 5



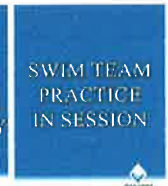
These will be placed in parking lot – QTY 3 (For coaches)



Need to have in pool area – QTY 1



Will use with A frame during swim meets – QTY 1



Will use with A frame during swim team practice – QTY 1

CONTACT AQUATICS MANAGEMENT FOR POOL RELATED CONCERNS AT 281-446-5003 OR RECREATION MANAGER AT 281-255-2900 OR LUSTYTLR@TXAUPUD.COM

Will make new sticker for the bottom of the pool rules signs – QTY 2

SCHILLER SERVICES
 6046 FM 2920 RD. # 604
 SPRING, TX 77379

Estimate

| Date |
|----------|
| 3-2-2018 |

| Name / Address |
|--|
| Auburn Lakes Recreation Center 25005 Northcrest Dr Spring, TX. 77389 |

| Terms | |
|---|-------------------------|
| Due on receipt | |
| Description | Total |
| This is a Quote for your maintenance at the Auburn Lakes Recreation buildings, as requested This Maintenance will be completed for each unit every 3 to 6 months, as needed pending usage | 150.00 |
| We will perform maintenance on a 5 units as follows: | |
| 1. Media filters will be changed at unit (to 4000) as needed every 6 months, for both A/C and Heating Maintenance. Cost of filters is \$25.00 each, which can be provided by the customer or can be provided upon request | |
| Heater check details: | |
| 2. In the Fall and Winter months we will check CO levels on the furnaces. Check all safeties. Check smoke detectors, Check flue pipe, and Test heater operations in lieu of checking A/C units | |
| The following work details the A/C checks: | |
| 3. Blow out the drain lines and add drain cleaner to stand pipes for all main drain lines. If needed we will clean out traps at or under sink. | |
| 4. Attic work for A/C check: Check all duct connections, Look for frozen leaks, Check all wire connections, Check amp draws of fans, and look for any other repairs that may need to be made to prevent a problem in the future. | |
| Thank you for your business Tim Schiller with Schiller Services 832-326-2006 | Subtotal |
| | Sales Tax (0.0%) |
| | Total |

Signature _____

| Phone # | Fax # | E-mail |
|--------------|--------------|------------------------------|
| 832-326-2006 | 281-353-3336 | schillerservices@hotmail.com |

SCHILLER SERVICES
 6046 FM 2920 RD. # 604
 SPRING, TX 77379

Estimate

| Date |
|----------|
| 3-2-2018 |

| Name / Address |
|--|
| Auburn Lakes Recreation Center 25005 Northcrest Dr Spring, TX. 77389 |

| Terms | |
|---|-------------------------|
| Due on receipt | |
| Description | Total |
| 5. Outside work for A/C check: Check control panels, Check capacitors, Check all wire connections, Take amp draws on the fans and compressors. Wash all the condenser coils to keep the units running efficient. Check for pressures and line temps, Test all unit operations. We will look for any signs of frozen leaks on the condenser outside and lines going to the inside that can prevent future problems | |
| 5. Any additional work or parts needed during our maintenance will be priced and sent for approval prior to completing the work. (not included in this quote) | |
| We will be happy to save you money if maintenance is not needed on all units. (we will deduct that time and material reducing the cost) The cost for maintenance on all 5 A/C or Heater checks pending the season is \$350.00, not including the filter cost | |
| Thank you for the opportunity to earn your business! We look forward to working with you | |
| Thank you for your business Tim Schiller with Schiller Services 832-326-2006 | Subtotal |
| | Sales Tax (0.0%) |
| | Total |

Signature _____

| Phone # | Fax # | E-mail |
|--------------|--------------|------------------------------|
| 832-326-2006 | 281-353-3336 | schillerservices@hotmail.com |



Phillips AED \$1275.00

First Aid Only 50 Person First Aid Kit, Plastic Case with Dividers \$25.34



500 ct

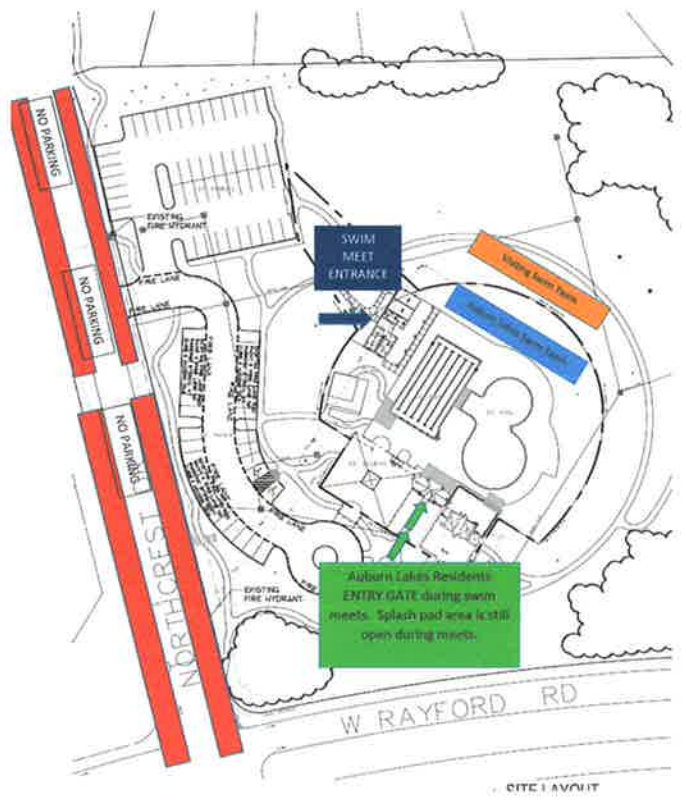


Wristbands will be used to differentiate swim team guests from Auburn Lakes residents. Lifeguards will give Auburn Lakes residents the wristbands to show they have access to the splash pad area.

Vendor: Amazon
Quantity: 500
Price: \$10.00

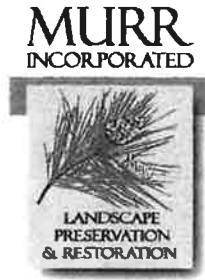


Bagster is a 3CUYD Dumpster in a Bag \$30.00
Waste Management will come and take the bag & trash for \$131
Siversand will come and take away trash for \$75.00
RRIT has been contacted but haven't heard back from them regarding their cost for this service.



Maintenance issues addressed





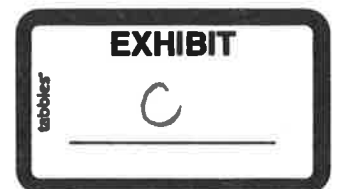
MASTER PLAN DEVELOPMENT REPORT
April 25, 2018
Prepared for Oakmont PUD

PROJECTS WORKING AND STATUS

1. Security Planting around East Detention (est \$35.5 bid \$ 35,075)
 - a. Bids presented tonight. Recommend JINCO \$ 21,075
 - b. Bollards/stakes price at \$14,000 and construction has started
2. Areas of Focus:
 - a. Endcaps / Esplanades focus on face lift and lighting
 - b. Entrances (primary and secondary) / Monuments / Identity
3. Pool Ideas: *presented with pricing hopefully at next meeting*
 - a. Pour and Play with Shade
 - b. Concrete flatwork
 - c. Hardscape and planters
 - d. Landscaping outside of fence
4. Playground – equipment and shade (est \$74.9 bid \$)
 - a. Working on natural play plan and shade structures. Signatures required tonight
5. Master Plan for website –
Five year outlay of ideas around Vehicular Axis, Rec Center and E&W Detention Ponds

PROJECTS DISCUSSED

1. Moving trees on esplanade (HOA related)
2. Facelift entryways
 - Endcaps and esplanades (Primary and Secondary)
 - Monuments
 - Lighting
 - Landscaping
 - Hardscape
3. Improvements/upgrades to west detention
4. Focal Points of Community with monuments and landscaping
5. Water Reduction
6. Other design and recreational ideas around Rec Center (Soccer, etc)
7. Sidewalk connecting school to Woodsedge church (any permitting required?)



Oakmont PUD Tree & Stake Plan

Bid Tab

| Item | Botanical Name/ Description | Qty | Unit | Jinco | Oasis | Jkru | Bella Terra |
|--|--|-----|------|-----------|-------|-----------|-------------|
| Site Prep | Complete in place as per project plans, details, notes and specs | 1 | ls | 1,000.00 | | 800.00 | |
| Permit Fees | See specifications | 1 | ls | | | 1,200.00 | |
| Bond Fees | See specifications | 1 | ls | | | 845.00 | |
| Southern Live Oak, 30 gal. | Quercus virginia | 10 | ea | 3,500.00 | | 3,850.00 | |
| Loblolly Pine, 15 gal. | Pinus taeda | 13 | ea | 1,755.00 | | 1,560.00 | |
| Southern Magnolia, 30 gal. | Magnolia grandiflora | 13 | ea | 3,900.00 | | 4,550.00 | |
| Oklahoma Redbud, 15 gal. | Cercis canadensis | 9 | ea | 1,395.00 | | 1,080.00 | |
| Drummond Red Maple, 30 gal. | Ulmus parvifolia | 5 | ea | 1,450.00 | | 1,775.00 | |
| 3" Dia x 8' Tall Bollards, Capped with Custom Cap | Complete in place as per project plans, details, notes and specs | 100 | ea | 3,500.00 | | 3,500.00 | |
| | Contractor pricing for pickup and install only | | | | | | |
| | Bollards by Owner | | | | | | |
| Compost | complete in place as per project plans, details, notes and specs | 5 | cy | 350.00 | | 500.00 | |
| 3" Dark Shredded Hardwood Mulch | complete in place as per project plans, details, notes and specs | 5 | cy | 225.00 | | 375.00 | |
| Irrigation | complete in place as per project plans, details, notes and specs | 1 | ls | 3,000.00 | | 8,500.00 | |
| Final Clean up & Site Restoration with Turf Refine | complete in place as per project plans, details, notes and specs | 1 | ls | 1,000.00 | | 500.00 | |
| Total | | | | 21,075.00 | ✓ - | 29,035.00 | - |

Posts supplied by client,
fabricated by Iron Access.
Contractor is responsible for
pick up, delivery, and installation

Andy Ramsey
Iron Access
3815 Hollister Street
Houston, Texas 77080
Office: 713-864-1229 ext.320
Cell: 832-591-6005



USASHADE
& Fabric Structures.

Oakmont PUD Pool Shade

4/10/2018

Proposal Prepared For:

Oakmont PUD
25005 Northcrest Dr
Spring, Texas 77389

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 100003533



USASHADE
& Fabric Structures.

Date: 4/10/2018

Proposal for USA SHADE & Fabric Structures

| Project Information: | | | | Sales Information: | |
|----------------------|------------------------|----------|--------------------|--------------------|---------------------------|
| Purchaser: | Oakmont PUD | Contact: | Micheal Murr | Sales Rep: | Kendall Purgatorio |
| Project Name: | Oakmont PUD Pool Shade | Phone: | 281.257.3375 | Phone: | 713-2013-1729 |
| Quote No: | 2018-04-10OPKP | Email: | mmurr@murr-inc.com | Email: | kpurgatorio@usa-shade.com |
| PO No: | | Fax: | | Fax: | |

| Billing Information: | | Shipping Information: | | Jobsite Information: | |
|----------------------|--|-----------------------|--|------------------------|--|
| Oakmont PUD | | JOB SITE | | Oakmont PUD Playground | |
| 25005 Northcrest Dr | | 25005 Northcrest Dr | | 25005 Northcrest Dr | |
| Spring | | Spring | | Spring | |
| Texas | | Texas | | Texas | |
| 77389 | | 77389 | | 77389 | |
| Contact: | | Contact: | | Contact: | |
| Phone | | Phone | | Phone | |
| Fax: | | Fax: | | Fax: | |
| Email: | | Email: | | Email: | |

CORPORATE ADDRESS:

8505 Chancellor Row
 Dallas, TX 75247-5519

REMITTANCE ADDRESS:

P.O. Box 204691
 Dallas, TX 75230-4691

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite I
 Las Vegas, NV 89118

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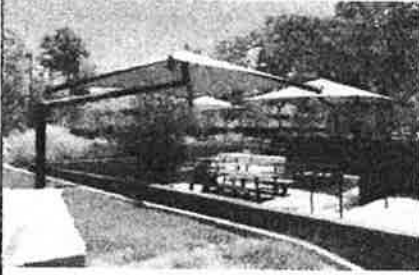
www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



USASHADE
 & Fabric Structures.

Structure Pricing

| Structure 1 | | | | |
|---|--------------------|----------------------------------|--|---------------------|
| UNIT IMAGE | UNIT DETAILS | | | |
|  | Unit Quantity: | 1 | Foundations By | USA Shade |
| | Unit Type: | Custom Joined Sails | Grout Installation | USA Shade |
| | Structure Size: | 12' x 12' | Base Attachment: | Recessed Base Plate |
| | Entry Height: | 8' | Footing Type: | Drilled Pier |
| | No of Columns: | 1 | Anchor Bolts: | Included |
| | No of Fabric Tops: | 1 | Concrete Cutting: | N/A |
| | Fabric Type: | Shadesure | Dirt Removal: | Included |
| | Fabric Color: | TBD | Surface Type: | Dirt |
| | Steel Finish: | Coastal Primer w/ Powder Coating | NOTES TURNKEY Installation with drill pier foundations. Foundation layout to be provided by others confirming final location and top of foundation elevations. | |
| | Steel Color: | TBD | | |
| Electrical Provisions: | N/A | | | |
| PRICE TURNKEY - SEE BELOW | Cable/HDW Finish: | Galvanized | | |
| | Concept No: | | | |



USASHADE & Fabric Structures.

| ADDITIONAL COSTS | | | |
|------------------------------|------|---------|------|
| QTY | ITEM | DETAILS | COST |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL FOR ACCESS/MISC ITEMS: | | | N/A |

| PRICING TOTALS: | |
|---------------------------|------------|
| Unit Total | Included |
| Accessories/Miscellaneous | Included |
| Shipping/Handling | Included |
| SUBTOTAL | - |
| Sales Tax (%) | Tax Exempt |
| Installation | Included |
| TOTAL PRICE | \$6,675.65 |

| PAYMENT TERMS: | |
|--|--------|
| (1) Upon execution of the Agreement (Deposit) | |
| (2) Upon delivery of Unit(s) | |
| (3) Upon completion of assembly/installation | NET 30 |
| (4) Other (specify): | |
| NOTES: | |
| Please provide tax exempt form. Buy Board Discount included. Buy Board # 512-16 | |

| ENGINEERING REQUIREMENTS | | NOTES |
|--------------------------|----------|---------------------------|
| Building Code | IBC 2012 | Fabrics removed at 90 mph |
| Wind Load | 115 mph | |
| Snow Load | 5 | |
| Drawing Size | 11 X 17 | |
| No. of Sealed Drawings | 3 | |
| Calculatons Required | Yes | |

| INCLUSIONS / EXCLUSIONS | | | | | |
|-------------------------------------|-------------------------------------|---------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| INCLUDED | EXCLUDED | ENGINEERING REQUIREMENTS | INCLUDED | EXCLUDED | INSTALLATION - MISCELLANEOUS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sealed Drawings & Calculations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prevailing Wage / Certified Payroll |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permit Submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Union Wages |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Permit Fee | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Fencing |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DSA Submittal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Curb Repair |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DSA Fee | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscape Repair |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Foundation Design & Engineering | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Demolition (Existing Structures) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special Inspection Fees | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Payment and Performance Bonds |



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to Injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



USASHADE & Fabric Structures.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconralnt 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
Oakmont PUD

SELLER:
USA SHADE & Fabric Structures

Signature: _____

Signature: _____

By: (Print) _____

By: (Print) Kendall Purgatorio

Title: _____

Title: Architectural Specialist

Date: _____

Date: 04/10/18

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.