



CITY OF CLEAR LAKE SHORES

1006 South Shore Drive
Clear Lake Shores, Texas 77565
Office: 281-334-2799 Fax: 281-334-2866

NOTICE OF MEETING BY TELEPHONE/VIDEO CONFERENCE:

PLAZA TEN 06 CORPORATION

SPECIAL MEETING – APRIL 24, 2023 AT 3:00 PM

This meeting agenda, and the agenda packet, are posted online at:

www.clearlakeshores-tx.gov

The public will be able to observe and participate in the meeting as follows:

Join Zoom Video Meeting

<https://us04web.zoom.us/j/7614284662?pwd=b2pnZ3A4RnYyRU5qMnk3aE56SXc5Zz09>

Meeting ID: 944 660 8779

Password: 784675

One tap mobile calling

+13462487799, US (Houston)

The public will be permitted to offer public comments by video conference as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made and available to the public in accordance with the Open Meetings Act upon written request and posted on-line on the City's website.

PLAZA TEN 06 CORPORATION

President – Kurt Otten
Director – Steve Wirtes

Treasurer – Randy Chronister
Director – Monica Ledet
Director – Rick Fisher

**AGENDA
BOARD OF DIRECTORS
SPECIAL MEETING
April 24, 2023 at 3:00 PM**

NOTICE is hereby given of a Special Meeting of the Board of Directions of the Plaza Ten 06 Corporation, a Local Government Corporation of the City of Clear Lake Shores, County of Galveston, State of Texas, to be held on the above-mentioned date and time via Teleconference/ZOOM for the purpose of considering the following numbered items. The Board reserves the right to meet in a closed council session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

- 1. CALL TO ORDER**
- 2. BOARD BUSINESS - Discussion and possible action on the following items:**
 1. Review quotes and make/approve recommendations for repairs to AC unit at 1010 Marina Bay Dr. Oakies Backyard. (Staff recommendation: The Air Affair @ \$8,000 – lowest bid).
(Kurt Otten)

CERTIFICATION

I, Christy Stroup, City Secretary, certify that this Notice of Meeting was posted on the outside bulletin board at 931 Cedar Drive on or before Friday, April 21, 2023.

Christy Stroup
City Secretary

In compliance with the Americans with Disabilities Act, the City of Clear Lake Shores will provide reasonable accommodations for disabled persons attending Plaza Ten 06 Corporation meetings. Requests for interpretive services must be made 48 hours prior to this meeting by calling 281-334-0697.

The Air Affair
830 Dogwood
ClearLake Shores,Tx 77565

Phone : 281-831-9008
TACLB11620C

Proposal

Plaza Ten-06
Date: 4-17-2023

Okies Yard House

Install 1 new 4ton roof top, side discharge package unit. Includes all ductwork and electrical to complete installation.
Unit will have 15Kw Heat kit and will also have a sheet metal cover to waterproof ductwork and existing roof penetration.
Provide 4x4 treated wood for unit to mount to on roof. Also includes permit, and crane to lift unit to roof top.

Cost \$ 8,000.00



Weeks Service Company
1306 Hwy 3 South, League City, Texas 77573
(281) 332-9555
TACL-A109772C

Estimate 128844461
Job 256593
Estimate Date 4/19/2023
Technician Nino Tiberi
Customer PO

Billing Address
Okie's Yard House
1010 Marina Bay Drive
Clear Lake Shores, TX 77565 USA

Job Address
Okie's Yard House
1010 Marina Bay Drive
Clear Lake Shores, TX 77565
USA

Estimate Details

4.0 Ton Package Unit (Rooftop): Install new 4 ton Goodman rooftop package unit. Includes all electrical connections, drain connections & metal necessary for job completion. Removal and haul off of old equipment. All taxes and permits as required included.

Task #	Description	Quantity	Your Price	Your Total
SOPart	Goodman 4 ton electric PKG unit. 208/230v 1PH with 10kw heat kit.	1.00	\$7,247.04	\$7,247.04
Crane	Crane required for installation of equipment.	1.00	\$800.00	\$800.00
City permit	Permit required by city manually calculated.	1.00	\$100.00	\$100.00

Potential Savings \$0.00

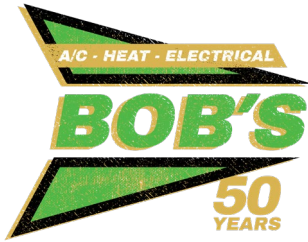
Sub-Total \$8,147.04

Kemah 8.25% \$672.13

Total \$8,819.17

Thank you for choosing Weeks Service Company
Regulated by the Texas Department on Licensing and Regulation
P.O. Box 12157, Austin TX 78711, 1-800-803-9202, 512-463-6599
www.TDLR.texas.gov

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Weeks Service Company as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.



BOB'S AIR CONDITIONING AND HEATING, INC.

305 Houston Avenue • League City, TX 77573

Office: 281.332.4321 • Fax: 281.332.6259

TACLB15909E • TECL32542

www.BobsACandHeat.com

Proposal

Submitted/Referred By: Robby Surman

Date Prepared: April 20, 2023

Proposal Prepared Exclusively For:

Name: City of Clear Lake Shores

Address: 1006 S Shore Dr

Clear Lake Shores, TX 77565

E-Mail: bgoudie@clearlakeshores-tx.gov

Proposal ID: 230512P

Site ID: 025774

Phone: 281-254-1294

Job Address: 1010 FM 2094

Clear Lake Shores, TX 77565

Contact: Brad

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Replacement of 4 Ton Roof Top Package unit with Goodman 230 volt single phase with 10 KW heat to include:

Package Unit M/N: GPCH34841

Heat Strip M/N: HKP-10C

- Line voltage disconnect and whip
- Reconnection of low voltage
- Sheet metal transitions from unit to existing ductwork
- Reconnection of drain line
- Start-up of system
- Disposal of all trash and old equipment from the job site

Warranty: 1 Year Labor; 5 Years Equipment Parts through Goodman Manufacturing; No warranty below roof deck

Note:

1. We will need a copy of the tax exempt form.

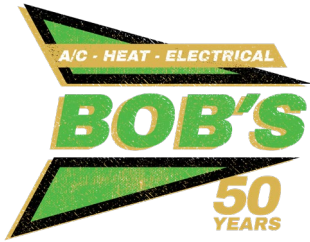
Materials/Labor:	\$7,942.00
Crane Lift:	\$ 350.00
Total Installed:	\$8,292.00

PAYMENT TO BE MADE AS FOLLOWS 50% UPON ACCEPTANCE/50% UPON COMPLETION BY CASH CHECK CREDIT CARD

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN **THIRTY (30) DAYS.**

ACCEPTANCE OF PROPOSAL – The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please see last page for Terms and Conditions of Sale.

Authorized Signature: _____ **Date:** _____



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Proposal

TERMS AND CONDITIONS OF SALE

PRICING: ALL ESTIMATED PRICES ARE NET AND INCLUDE PARTS, LABOR, PERMIT FEES, INSPECTION FEES AND TAXES, IF APPLICABLE. ALL DISCOUNTS AND/OR DEDUCTIONS HAVE BEEN NOTED AND ALLOWED. ALL QUESTIONS OR CONCERNS ABOUT PRICING MUST BE DONE BEFORE THE PROPOSAL IS SIGNED AND THE PROPOSED WORK HAS BEGUN. PRICE MAY NOT BE ALTERED OR CHANGED AFTER THE PROPOSED WORK HAS BEGUN.

CANCELLATIONS: ALL CANCELLATIONS MADE WITHIN SEVENTY-TWO (72) BUSINESS HOURS OF SCHEDULED WORK WILL BE SUBJECT TO A CANCELLATION/RE-STOCKING FEE OF \$500.00 OR 10% OF THE TOTAL INSTALLED PRICE, WHICHEVER IS GREATER. ALL APPLICABLE EQUIPMENT, PARTS, PAPERWORK, AND PERMITS ARE PULLED AND ORDERED PRIOR TO INSTALLATION.

CONDITIONS: BY SIGNING THE PROPOSAL, THE CUSTOMER AUTHORIZES THAT THE PROPOSED WORK AND WARRANTIES HAVE BEEN CLEARLY STATED ON THE PROPOSAL TO THE CUSTOMER'S SATISFACTION. THE CUSTOMER ALSO AGREES TO BE PRESENT, OR DESIGNATE A PERSON OF AUTHORITY OVER THE AGE OF EIGHTEEN (18) YEARS, AT THE JOB SITE WHILE THE PROPOSED WORK IS BEING PERFORMED. TECHNICIANS ARE NOT AUTHORIZED TO PERFORM ANY KIND OF WORK ON UNOCCUPIED PROPERTY WITHOUT ADVANCE WRITTEN NOTICE THAT HAS BEEN APPROVED BY MANAGEMENT OF THE COMPANY, BOB'S AIR CONDITIONING AND HEATING, INC. (HEREINTO REFERRED TO AS "THE COMPANY"). THE STATED CUSTOMER/RESPONSIBLE PARTY MUST SIGN THE PROPOSAL BEFORE THE PROPOSED WORK MAY BEGIN.

PAYMENT TERMS: ALL JOBS ARE TO BE PAID IN FULL UPON COMPLETION AS AGREED UPON ON THE SIGNED PROPOSAL. PROPOSAL MUST BE SIGNED AND PAYMENT TERMS AGREED UPON BEFORE THE PROPOSED WORK HAS BEGUN. JOBS THAT ARE TO BE PAID BY CREDIT CARD OR APPROVED FINANCING MUST BE CLOSED OUT BY 5:00 PM ON THE DAY OF SCHEDULED COMPLETION WHETHER OR NOT THE JOB IS COMPLETE AT THAT TIME. POSTDATED CHECKS ARE NOT ACCEPTED. ANY PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS FROM COMPLETION OF WORK IS SUBJECT TO INTEREST AT THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THE STATE IN WHICH THE WORK WAS PERFORMED UNTIL PAID. IF APPLICABLE, SALES TAX IS INCLUDED IN THE PRICE. IF THE COMPANY COMMENCES LITIGATION OR EMPLOYS ATTORNEYS TO COLLECT PAYMENT FOR ANY AMOUNT DUE IT FROM THE CUSTOMER, THE CUSTOMER THEREFORE AGREES TO PAY REASONABLE COSTS AND ATTORNEY'S FEES THAT MAY BE DUE.

COLLECTION COSTS: THE CUSTOMER AGREES THAT IT SHALL PAY ALL EXPENSES INCURRED BY THE COMPANY FOR THE COLLECTION OF ANY DELINQUENT ACCOUNTS INCLUDING, BUT NOT LIMITED TO, ACTUAL ATTORNEY'S FEES, FILING FEES AND COSTS. ANY AND ALL DISPUTES ARISING OUT OF THIS SALE SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE IN WHICH THE WORK WAS PERFORMED.

CITY INSPECTIONS: IF APPLICABLE, AFTER THE PROPOSED WORK IS COMPLETE, THE COMPANY WILL SCHEDULE THE CITY INSPECTION ACCORDING TO THE CITY ALLOWED TIMES. INSPECTIONS REQUIRE A FORTY-EIGHT (48) HOUR NOTICE. THE COMPANY WILL REPAIR ANY WORK NECESSARY PER THE CITY INSPECTION REPORT AT NO ADDITIONAL FEE. IF THE CUSTOMER FAILS TO BE PRESENT FOR THE SCHEDULED CITY INSPECTION, THE CUSTOMER IS THEN SUBJECT TO ANY RE-INSPECTION AND/OR RESCHEDULING FEES THE CITY MAY CHARGE.

LIMITED WARRANTY: ALL MATERIALS, PARTS AND EQUIPMENT ARE WARRANTED BY THE MANUFACTURER'S OR SUPPLIER'S WRITTEN WARRANTY ONLY. ALL LABOR PERFORMED BY THE COMPANY IS WARRANTED FOR THIRTY (30) DAYS OR AS OTHERWISE INDICATED IN WRITING. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ITS AGENTS AND/OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF THE COMPANY. THE COMPANY'S OBLIGATION FOR DEFECTIVE PRODUCTS AND/OR WORKMANSHIP OR ANY DAMAGE CAUSED THEREBY, AND THE CUSTOMER'S EXCLUSIVE REMEDY, SHALL BE LIMITED, AT THE COMPANY'S OPTION, TO THE REPLACEMENT OF ANY DEFECTIVE PARTS OR WORKMANSHIP OR THE REFUND OF AMOUNTS PAID BY THE CUSTOMER FOR SAID SERVICE AND SHALL BE CONDITIONED UPON THE COMPANY RECEIVING ACTUAL WRITTEN NOTICE OF SAID DEFECT WITHIN THE WARRANTY PERIOD NOTED HEREIN. ANY DAMAGES RESULTING FROM ACTS OF GOD WILL VOID ALL WARRANTIES, EXPRESSED OR IMPLIED.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM THE COMPANY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THE COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY THE COMPANY OR ANY UNDERTAKING ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

THE COMPANY IS NOT RESPONSIBLE FOR THE REPAIR OR REINSTALLATION OF ATTIC STAIRWAYS THAT MAY HAVE TO BE REMOVED AND/OR DAMAGED DUE TO SAFETY PRECAUTIONS AND/OR INSTALLATION OF EQUIPMENT.

RESTRICTION ON THE PERIOD LIMITATION OF ACTION: ANY LEGAL ACTION RELATING TO THIS AGREEMENT OR BREACH THEREOF SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE WORK. THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED ALL DELIVERED GOODS THAT IT HAS NOT YET REJECTED WITHIN THREE (3) DAYS OF RECEIPT.

ALTERATIONS: ANY ALTERATIONS, ADDITIONS, ADJUSTMENTS OR REPAIRS MADE BY OTHERS, UNLESS AUTHORIZED OR AGREED UPON BY THIS COMPANY, WILL BE CAUSE TO TERMINATE THE COMPANY'S OBLIGATIONS UNDER THIS CONTRACT.

EXCLUSION OF COURSE OF DEALING: IT IS AGREED THAT NO PRIOR COURSE OF DEALING OR USAGE OF TRADE NOT EXPRESSLY SET FORTH IN THIS CONTRACT SHALL BE ADMISSIBLE TO EXPLAIN, MODIFY OR CONTRADICT THIS CONTRACT IN ANY WAY.

INDEMNIFICATION AGREEMENT: THE CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, ANY MOLD AND MOLD RELATED CLAIMS RESULTING FROM THE SERVICES, EVEN IF CAUSED BY NEGLIGENT ACTS OF THE COMPANY, BOB'S AIR CONDITIONING & HEATING, INC.

THE COMPANY'S OBLIGATION UNDER THIS PROPOSAL AND ANY SUBSEQUENT CONTRACT DOES NOT INCLUDE THE IDENTIFICATION, ABATEMENT OR REMOVAL OF ASBESTOS OR ANY OTHER TOXIC OR HAZARDOUS SUBSTANCES, HAZARDOUS WASTED OR HAZARDOUS MATERIALS. IN THE EVENT SUCH SUBSTANCES, WASTES OR MATERIALS ARE ENCOUNTERED, THE COMPANY'S SOLE OBLIGATION WILL BE TO NOTIFY THE CUSTOMER OF THEIR EXISTENCE. THE COMPANY SHALL HAVE THE RIGHT THEREAFTER TO SUSPEND ITS WORK UNTIL SUCH SUBSTANCES; WASTES OR MATERIALS AND THE RESULTANT HAZARDS ARE REMOVED.

COMPLETION: UPON COMPLETION OF THE PROPOSED WORK, THE LEAD TECHNICIAN WILL GO OVER ALL THE PAPERWORK ASSOCIATED WITH THE PROPOSED WORK WITH THE CUSTOMER AS WELL AS THE OPERATION OF ANY NEW COMPONENTS INSTALLED WITHIN THE CUSTOMER'S HVAC SYSTEM(S).

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. BOX 12157 • AUSTIN, TX 78711 • (800) 803-9202 • (512) 463-6599

WWW.TDLR.TEXAS.GOV