



**Harris County Emergency Services District 1**

2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD MEETING  
June 28, 2022  
ROLL CALL OF COMMISSIONERS **APPROVED****

Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote  
on 6-28-22 (Date)  
*[Signature]* President of ESD-1  
*[Signature]* Secretary of ESD-1

- CATHY SUNDAY, PRESIDENT
- SHIRLEY REED, VICE PRESIDENT
- FRED SCIBUOLA, TREASURER
- VIRGINIA BAZAN, SECRETARY
- PETE SERNA, ASSISTANT TREASURER
- CARYN PAPANTONAKIS, LEGAL COUNSEL TO BOARD
- MELISSA MORTON, CPA TO THE BOARD



- JEREMY HYDE, HCEC PRESIDENT
- HEATH WHITE, HCEC VP OF OPERATIONS
- KEIR VERNON, HCEC VP OF ADMINISTRATION
- MARK SMITH, HCEC GENERAL COUNSEL



HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD OF COMMISSIONERS
REGULAR MEETING

Meeting Date: Tuesday, June 28, 2022 Location: 2800 Aldine Bender Road
Meeting Time: 10:00 a.m. Houston, Texas 77032
Posting Date: Wednesday, June 22, 2022

AGENDA

- 1. Call to order
2. Moment of Silence and Pledge of Allegiance
3. Roll Call of Commissioners
4. Adoption of agenda
5. Open Forum\*
6. Open Comments from the Board of Commissioners
7. Review and possibly approve all Meeting Minutes
8. Report from Building Committee
9. Possible action on Building Committee report
10. Discuss and possibly approve the Morton Accounting Services' monthly report and authorize payment of bills
11. Possible action on The Morton Accounting Services' monthly report
12. Discuss and possibly approve environmental firm for Stations 93 and 96
13. Discuss and possibly approve design-builder contract for Stations 93 and 96
14. Harris County Emergency Corps Report (JH)
15. Possible action on Harris County Emergency Corps Report
16. Adjourn to closed session
a. Meeting closed for the purposes to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee, up to and including Commissioners, Executive Director, Director(s) and potential appointees to the Board of Commissioners - Tex. Gov't Code § 551.074(a) (1).
b. Confer with attorney re: pending or threatened litigation - Tex. Gov't Code § 551.071(1) (A).
c. Receive advice from attorney regarding legal issues - Tex. Gov't Code § 551.071(2).
d. Discussion regarding the purchase, exchange, lease, or value of real property - Tex. Gov't Code § 551.072.
17. Possible action on closed session
18. Announce next Board meeting
19. Adjourn

APPROVED
Document approved by Harris County ESD-1 Board of Commissioners
By a Majority Vote
on 6-28-22 (Date)
President of ESD-1 Secretary of ESD-1

HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

Caryn Papantonakis
Attorney for the District



\*Persons wishing to speak before the board may speak one time only and will be limited to 5 minutes per speaker



**Harris County Emergency Services District 1**  
2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD OF COMMISSIONERS MEETING**  
**June 28, 2022**  
**SIGN-IN SHEET**

PAUL KULLMAN AG/CM 713-594-0815

Kenneth Elliott

936 232 9581

Amanda Feuge


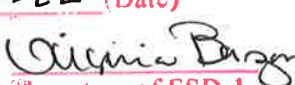
713-416-7445



**APPROVED**

Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote

Harris County Emergency Services District 1  
2800 Aldine Bender Road  
Houston, Texas 77032  
Page 1 of 3

on 6-28-22 (Date)  
  
President of ESD-1  
  
Secretary of ESD-1

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
MINUTES – May 31, 2022**

1. **Call to Order:** Cathy Sunday called the meeting to order at 10:03 am.
2. **Moment of Silence and Pledge of Allegiance:** Cathy Sunday called for a moment of silence and followed with the Pledge of Allegiance at 10:04 am.
3. **Roll Call of Commissioners:** Present at call to order were HCESD-1 Commissioners: President Cathy Sunday, Vice President Shirley Reed (via phone), Treasurer Fred Scibuola, Asst. Treasurer Pete Serna, and Legal Counsel Caryn Papantonakis. Also present were Harris County Emergency Corps (HCEC) personnel: VP of Operations, Heath White, VP of Administration, Keir Vernon, and Executive Administrative Asst. Michelle Sterling along with Legal Counsel Mark Smith. Guests present were Paul Kullman and Eli Washington of AG/CM, Tony Sekaly with TX Class, and Elliot Barner with Radcliff Bobbitt Adams Polley, PLLC. Virginia Bazan was not present due to jury duty.
4. **Adoption of Agenda:** Fred Scibuola made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** Mrs. Keir Vernon thanked the Board members for their service.
6. **Open Comments from the Board of Commissioners:** There were 3 commissioners reelected. Cathy Sunday was sworn in by Elliot Barner and proceeded with the signing of documents. Election related documents will be left for Virginia Bazan and Shirley Reed.
7. **Review and possibly approve all Meeting Minutes:** Motion to approve all meeting minutes was made by Pete Serna. Motion carried.
8. **Report from Building Committee:** The only RFQ that was returned was from Construction Masters. Negotiations can continue and if they are not accepted, a new announcement will be made for additional bids. Fred Scibuola stated that the recommendation letter for environmental is missing asbestos for Station 93. A new quote will be provided and will make a motion at next meeting for approval per Paul Kullman.
9. **Possible action on Building Committee report:** Motion to approve AG/CM to continue negotiations with Construction Masters was made by Pete Serna. Motion carried.
10. **Discuss and possibly approve The Morton Accounting Services' monthly report and authorize payment of bills:** The following report was given by Fred Scibuola: At the beginning of April, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$24,983,850. During the month, HCESD No 1 received \$256,518 in revenue – the majority of which came from the county tax receipts. HCESD No 1 processed \$1,263,463 in disbursements during the month. 99% of this balance are payments to HCEC for monthly services (\$1,263,463). The ending balance as of April 30, 2022 is \$23,976,905. During April, the opening balance for the Texas Class investment account was \$3,569. We received \$0.70 in interest. The current interest rate is 0.2409%. The ending balance for April was \$3,570.25. The invoices pending board approval total \$1,523,709 without the pending receipt of the HCEC invoice. Motion made to approve The Morton Accounting Services' monthly report and authorize payment of bills was made by Fred Scibuola. Motion carried.



Tony Sekaly with TX Class discussed differences between commercial pool vs. the prime pool. As of May 4, \$20 million was deposited in the government pool and over \$1 million was earned. If the same amount was put in the prime pool, only \$12k would have been gained. The government pool and the prime pool have no guarantees and it is not FDIC but it is secured. TX Class has a majority of funds in their government pool (approx. \$15 billion out of \$17 billion available). He provided the Board with updated information to review. ESD is in the government pool only and he said that all other similar clients are in both. Caryn Papantonakis said it was not popular in the past for entities like ours but she feels comfortable with it today due to changes over time. Mr. Serna stated he is comfortable with commercial paper. Mr. Sekaly said there are not constraints on the deposit amount to start the prime account. Ms. Papantonakis suggested approving the opening of account and authorizing Fred and Melissa to decide the final amount. Fred Scibuola suggested adding Pete Serna to authorize the amount as well with input from Jeremy Hyde. Mr. Sekaly needs an email sent to him requesting the opening of a prime account and once the account is open, a request to transfer funds from the government pool to prime the prime account after deposit amounts are finalized by authorized personnel. Mr. Serna suggested having TX Class come to a board meeting twice a year to discuss updates and answer any questions.

11. **Possible action on The Morton Accounting Services' monthly report:** Motion to open prime account with TX Class with deposit amount authorized by Fred Scibuola and Pete Serna with the advisement of Melissa Morton and Jeremy Hyde was made by Fred Scibuola. Motion carried.
12. **Discuss and possibly approve 2021 final audit:** The final audit was provided by Carr, Riggs, & Ingram. Motion to approve the 2021 final audit was made by Fred Scibuola. Motion carried.
13. **Discuss and possibly approve Equitax report for property tax:** Tabled.
14. **Discuss and possibly approve Environmental firm for Stations 93 and 96:** Tabled (waiting for more bids).
15. **Discuss and possibly approve Geotech firm for Stations 93 and 96:** The recommendation came in for Alpha Testing for Geotechnical Exploration Services. Motion to approve Geotech firm for Stations 93 and 96 were made by Fred Scibuola. Motion carried.
16. **Discuss and possibly approve appraisal for land at 2947 Washington Dr.:** The appraisal was completed by Integra Realty Resources, Inc. (IRR). Appraisal price came in above the selling price per Cathy Sunday. The value of the land was \$300,000 and the sale price is \$175,000. Motion to approve appraisal was made by Fred Scibuola. Motion carried.
17. **Discuss and possibly approve closing for land at 2947 Washington Dr.:** Cathy Sunday stated that items that are needed for closing are subject to legal review and Jeremy Hyde would like to authorize Cathy Sunday and Caryn Papantonakis for the task. Motion to approve closing for land at 2947 Washington Dr. was made by Pete Serna. Motion carried.
18. **Harris County Emergency Corps Report:** HCEC report was given by Heath White as follows:
  - HCEC responded to 1991 911 calls this month, compared to 1855 in the previous month. Response time is 8:48.
  - HCEC held a successful EMS week including an employee awards banquet The Admin team worked hard to put on fun events daily.
  - The ESD has published a request for qualifications for new stations 93 and 96.
  - HCEC participated in several career fairs over the last month at our local schools.
  - Vehicle Accidents last month: 1 (minor)
  - Vehicle Maintenance Reports last month: 12

19. **Possible action on Harris County Emergency Corps Report:** None.
20. **Adjourn to closed session:** None.
21. **Possible action on closed session:** None.
22. **Announce next Board meeting:** The Regular Board of Commissioners meeting will be held on Tuesday, June 28, 2022 at 10:00 am.
23. **Adjourn:** Pete Serna made a motion to adjourn. Motion carried. Meeting adjourned at 11:30 am.





**HCESD No 1 Monthly Financial Report Summary  
June Board Meeting  
Tuesday, June 28, 2022**

At the beginning of May, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$23,976,905. During the month, HCESD No 1 received \$195,718 in revenue – the majority of which came from the county tax receipts. HCESD No 1 processed \$263,840 in disbursements during the month. 100% of this balance are payments to Chase for monthly services (\$263,840). The ending balance as of May 31, 2022 is \$23,908,783.

During May, the opening balance for the Texas Class investment account was \$3,570. We moved \$20,000,000 from the Money Market account to Texas Class and received \$8,480 in interest. The interest rate is 0.5260%. The ending balance for May was \$20,012,050. See page 3 for “Investment” Report.

The invoices pending board approval total \$1,769,656. See page 4 for “Unpaid Bills Detail” report.

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**Harris County ESD No 1  
General Operating Fund  
As of May 31, 2022**

**General Operating Fund**

<b>BEGINNING BALANCE:</b>	23,976,905.23
 <b>REVENUE</b>	
Deposits	186,048.16
Interest	1,189.58
Interest	8,479.79
<b>Total Revenue</b>	195,717.53
 <b>DISBURSEMENTS</b>	
ACH Chase Bank	263,839.96
<b>Total Disbursements</b>	263,839.96
<b>ENDING BALANCE:</b>	23,908,782.80

**5/31/2022**

<b>LOCATION OF ASSETS</b>	<b>Interest Rate</b>	<b>Balance</b>
Prosperity Operating		1,538,938.10
Prosperity Money Mkt	0.2500%	2,357,794.66
Texas Class	0.5260%	20,012,050.04
 <b>Total Account Balance</b>		<b>23,908,782.80</b>

Harris County Emergency Services District #1  
 Quarterly Investment Report  
 Monthly Fiscal Year 2022  
 May 31, 2022

Transaction Date		General Fund Texas Class
5/1/2022	Beginning Balance	\$ 3,570.25
5/3/2022	Withdrawals	
5/3/2022	Deposits	20,000,000.00
5/31/2022	Interest 0.5260%	8,479.79
5/31/2022	Ending Balance	\$ 20,012,050.04

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.



Investment Officer:



## Harris County ESD No. 1 - GOF Unpaid Bills Detail As of June 27, 2022

Type	Date	Num	Memo	Due Date	Open Balance
<b>AG CM Inc.</b>					
Bill	05/31/2022	9343	Project Management Support #93 & 96 - M...	06/10/2022	13,831.40
Total AG CM Inc.					13,831.40
<b>Carr Riggs &amp; Ingram</b>					
Bill	05/31/2022	17375612	2021 Audit Billing - Final	06/30/2022	3,790.00
Bill	03/24/2022	17312679	2021 Audit Billing - Interim	06/30/2022	15,000.00
Total Carr Riggs & Ingram					18,790.00
<b>Caryn Papantonakis</b>					
Bill	06/11/2022		Legal Fees	06/21/2022	6,000.00
Total Caryn Papantonakis					6,000.00
<b>Cathy Sunday_</b>					
Bill	05/31/2022	2022 Reimburs...	Commissioner Reimbursement 2022	06/10/2022	7,000.00
Total Cathy Sunday_					7,000.00
<b>Chase Card Services</b>					
Bill	06/11/2022	May/June 2022	Acct x7714	06/21/2022	62.03
Total Chase Card Services					62.03
<b>Fred A Scibuola</b>					
Bill	06/11/2022	June 19 Reimb	June 2022 Reimbursement	06/21/2022	600.00
Total Fred A Scibuola					600.00
<b>Harris County Appraisal District</b>					
Bill	05/17/2022	PSI22001443	3rd Qtr Quarter 2022 Assessment	05/27/2022	36,189.00
Total Harris County Appraisal District					36,189.00
<b>HCEC</b>					
Bill	05/01/2022	2539	Vehicle add on reimbursements - Shop 244	05/11/2022	9,191.00
Bill	05/31/2022	2608	May 2022	06/10/2022	1,670,700.00
Total HCEC					1,679,891.00
<b>Oak Interactive, LLC</b>					
Bill	05/31/2022	13255	Monthly Website Maintenance - May	06/30/2022	450.00
Total Oak Interactive, LLC					450.00
<b>Radcliffe Bobbitt Adams Polley</b>					
Bill	06/14/2022	214717	Legal - Election and Litigation	06/30/2022	2,629.03
Total Radcliffe Bobbitt Adams Polley					2,629.03
<b>The Morton Accounting Services</b>					
Bill	05/31/2022	2315	May CPA Services	06/10/2022	4,213.90
Total The Morton Accounting Services					4,213.90
<b>TOTAL</b>					<b>1,769,656.36</b>

## Harris County ESD No. 1 - GOF Profit & Loss Budget vs. Actual January through May 2022

	Jan - May 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>41000 · Service Revenue</b>				
41100 · HCEC Ambulance Lease Revenue	35,000.00	84,000.00	-49,000.00	41.7%
41200 · HCEC Property Lease Revenue	227,765.00	546,636.00	-318,871.00	41.7%
<b>Total 41000 · Service Revenue</b>	262,765.00	630,636.00	-367,871.00	41.7%
<b>42000 · Tax Revenues</b>	5,384,187.06	19,064,854.00	-13,680,666.94	28.2%
<b>43000 · Other Income</b>				
43100 · Miscellaneous Income	0.00	5,000.00	-5,000.00	0.0%
43150 · Proceeds from Sale of Asset	0.00	2,000.00	-2,000.00	0.0%
43200 · Donations & Contributions	3,976.88	7,000.00	-3,023.12	56.8%
43500 · Training & Education	0.00	500.00	-500.00	0.0%
43550 · Interest Earned on Checking	0.00	0.00	0.00	0.0%
43700 · Interest Earned on Temp. Invest	29,443.87	35,000.00	-5,556.13	84.1%
<b>Total 43000 · Other Income</b>	33,420.75	49,500.00	-16,079.25	67.5%
<b>Total Income</b>	5,680,372.81	19,744,990.00	-14,064,617.19	28.8%
<b>Gross Profit</b>	5,680,372.81	19,744,990.00	-14,064,617.19	28.8%
<b>Expense</b>				
<b>143502 · Commissions Paid from Levy</b>	23,602.53	75,000.00	-51,397.47	31.5%
<b>162800 · Facilities &amp; Equipment (DNU)</b>				
162805 · Furniture/Equip - Non-Asset	0.00	20,000.00	-20,000.00	0.0%
162840 · Equip Rental & Maintenance	0.00	5,000.00	-5,000.00	0.0%
<b>Total 162800 · Facilities &amp; Equipment (DNU)</b>	0.00	25,000.00	-25,000.00	0.0%
<b>170000 · Capital Purchases</b>	0.00	175,000.00	-175,000.00	0.0%
<b>50000 · Commissioner Salaries and Wages</b>	11,500.00	36,000.00	-24,500.00	31.9%
<b>51000 · HCEC Program Expense</b>	7,674,528.00	18,302,260.00	-10,627,732.00	41.9%
<b>52000 · Contract Services (DNU)</b>				
52100 · Accounting Fees	21,937.95	50,000.00	-28,062.05	43.9%
52200 · Audit Fees	18,790.00	18,500.00	290.00	101.6%
52300 · Legal Fees	30,000.00	72,000.00	-42,000.00	41.7%
52350 · Outside Contract Services	26,141.40	25,000.00	1,141.40	104.6%
52550 · Election Expense	5,284.83	10,000.00	-4,715.17	52.8%
<b>Total 52000 · Contract Services (DNU)</b>	102,154.18	175,500.00	-73,345.82	58.2%
<b>53000 · Operations (DNU)</b>				
53100 · Banking Fees	0.00	400.00	-400.00	0.0%
53150 · Dues & Subscriptions	2,250.00	11,000.00	-8,750.00	20.5%
53200 · Postage	0.00	300.00	-300.00	0.0%
53300 · Printing & Copying	40.60	250.00	-209.40	16.2%
53350 · Legal Notices & Filing Fees	0.00	14,000.00	-14,000.00	0.0%
53400 · Office Supplies	449.00	1,000.00	-551.00	44.9%
<b>Total 53000 · Operations (DNU)</b>	2,739.60	26,950.00	-24,210.40	10.2%
<b>54000 · General and Admin Expenses</b>				
54150 · Insurance - Gen Liab-Err & Omis	68,346.00	75,000.00	-6,654.00	91.1%
54200 · Insurance - Treasurer's Bond	0.00	1,500.00	-1,500.00	0.0%
54300 · Other Costs (Contengency Funds)	0.00	2,000.00	-2,000.00	0.0%
54400 · HCAD Qtr Expenses	72,178.00	140,000.00	-67,822.00	51.6%
54450 · Depreciation Expense	0.00	2,000,000.00	-2,000,000.00	0.0%
54600 · Travel & Meetings	0.00	4,000.00	-4,000.00	0.0%
54650 · Conference, Conven & Meetings	0.00	6,000.00	-6,000.00	0.0%
54700 · Travel/Lodging	0.00	5,000.00	-5,000.00	0.0%
54800 · Repairs & Maintenance (DNU)	0.00	10,000.00	-10,000.00	0.0%
<b>Total 54000 · General and Admin Expenses</b>	140,524.00	2,243,500.00	-2,102,976.00	6.3%

8:04 AM

06/27/22

Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
**January through May 2022**

	<u>Jan - May 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
60000 · Interest Expense	43,763.12	80,000.00	-36,236.88	54.7%
61000 · Loan Costs	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<u>7,998,811.43</u>	<u>21,139,210.00</u>	<u>-13,140,398.57</u>	<u>37.8%</u>
<b>Net Ordinary Income</b>	<u>-2,318,438.62</u>	<u>-1,394,220.00</u>	<u>-924,218.62</u>	<u>166.3%</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>	0.00	1,000.00	-1,000.00	0.0%
<b>Net Other Income</b>	<u>0.00</u>	<u>1,000.00</u>	<u>-1,000.00</u>	<u>0.0%</u>
<b>Net Income</b>	<u><u>-2,318,438.62</u></u>	<u><u>-1,393,220.00</u></u>	<u><u>-925,218.62</u></u>	<u><u>166.4%</u></u>

## Harris County ESD No. 1 - GOF Balance Sheet Prev Year Comparison As of May 31, 2022

	May 31, 22	May 31, 21	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
11000 · Prosperity Operating Account	1,538,938.10	336,777.50	1,202,160.60	357.0%
11050 · Prosperity Money Mkt	2,357,794.66	15,955,305.35	-13,597,510.69	-85.2%
11350 · Texas Class Investment	20,012,050.04	193,560.23	19,818,489.81	10,238.9%
<b>Total Checking/Savings</b>	<b>23,908,782.80</b>	<b>16,485,643.08</b>	<b>7,423,139.72</b>	<b>45.0%</b>
<b>Accounts Receivable</b>				
	11.57	11.57	0.00	0.0%
<b>Other Current Assets</b>				
<b>11500 · Accounts Receivable</b>				
11510 · Current Taxes Receivables	6,163,103.65	8,155,110.83	-1,992,007.18	-24.4%
11520 · Delinquent Taxes Receivable	1,979,928.29	1,736,594.91	243,333.38	14.0%
11590 · Allowance Doubtful Accts-Tax	-903,020.00	-903,020.00	0.00	0.0%
11500 · Accounts Receivable - Other	17,125.50	17,125.50	0.00	0.0%
<b>Total 11500 · Accounts Receivable</b>	<b>7,257,137.44</b>	<b>9,005,811.24</b>	<b>-1,748,673.80</b>	<b>-19.4%</b>
<b>11600 · Fees for Services Receivable</b>	<b>23,607.72</b>	<b>23,607.72</b>	<b>0.00</b>	<b>0.0%</b>
<b>11800 · Prepaid Expense</b>	<b>138,690.81</b>	<b>432,312.75</b>	<b>-293,621.94</b>	<b>-67.9%</b>
<b>Total Other Current Assets</b>	<b>7,419,435.97</b>	<b>9,461,731.71</b>	<b>-2,042,295.74</b>	<b>-21.6%</b>
<b>Total Current Assets</b>	<b>31,328,230.34</b>	<b>25,947,386.36</b>	<b>5,380,843.98</b>	<b>20.7%</b>
<b>Fixed Assets</b>				
<b>15000 · Vehicle Assets</b>	<b>3,836,532.02</b>	<b>4,197,149.66</b>	<b>-360,617.64</b>	<b>-8.6%</b>
<b>16000 · Land</b>	<b>1,578,901.33</b>	<b>1,578,901.33</b>	<b>0.00</b>	<b>0.0%</b>
<b>17000 · Furniture and Equipment</b>	<b>6,188,093.37</b>	<b>6,160,707.87</b>	<b>27,385.50</b>	<b>0.4%</b>
<b>18000 · Building and Improvements</b>	<b>16,147,404.95</b>	<b>16,223,175.67</b>	<b>-75,770.72</b>	<b>-0.5%</b>
<b>19000 · Accumulated Depreciation</b>	<b>-11,581,546.22</b>	<b>-10,093,587.85</b>	<b>-1,487,958.37</b>	<b>-14.7%</b>
<b>Total Fixed Assets</b>	<b>16,169,385.45</b>	<b>18,066,346.68</b>	<b>-1,896,961.23</b>	<b>-10.5%</b>
<b>Other Assets</b>				
<b>19500 · Call Center License</b>	<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Other Assets</b>	<b>800,000.00</b>	<b>800,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL ASSETS</b>	<b>48,297,615.79</b>	<b>44,813,733.04</b>	<b>3,483,882.75</b>	<b>7.8%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>	<b>3,288,766.36</b>	<b>1,497,224.10</b>	<b>1,791,542.26</b>	<b>119.7%</b>
<b>Other Current Liabilities</b>	<b>20,955,791.46</b>	<b>19,812,565.04</b>	<b>1,143,226.42</b>	<b>5.8%</b>
<b>Total Current Liabilities</b>	<b>24,244,557.82</b>	<b>21,309,789.14</b>	<b>2,934,768.68</b>	<b>13.8%</b>
<b>Long Term Liabilities</b>				
<b>25000 · Long Term Debt</b>	<b>10,645,636.91</b>	<b>6,992,524.14</b>	<b>3,653,112.77</b>	<b>52.2%</b>
<b>Total Long Term Liabilities</b>	<b>10,645,636.91</b>	<b>6,992,524.14</b>	<b>3,653,112.77</b>	<b>52.2%</b>
<b>Total Liabilities</b>	<b>34,890,194.73</b>	<b>28,302,313.28</b>	<b>6,587,881.45</b>	<b>23.3%</b>
<b>Equity</b>	<b>13,407,421.06</b>	<b>16,511,419.76</b>	<b>-3,103,998.70</b>	<b>-18.8%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>48,297,615.79</b>	<b>44,813,733.04</b>	<b>3,483,882.75</b>	<b>7.8%</b>

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
 January through May 2022

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>41000 - Service Revenue</b>						
<b>41100 - HCEC Ambulance Lease Revenue</b>						
Bill	01/31/2022	2513		HCEC	Master Lease for Vehicles	7,000.00
Bill	02/28/2022	2534		HCEC	Master Lease for Vehicles	7,000.00
Bill	03/31/2022	2558		HCEC	Master Lease for Vehicles	7,000.00
Bill	04/30/2022	2588		HCEC	Master Lease for Vehicles	7,000.00
Bill	05/31/2022	2608		HCEC	Master Lease for Vehicles	7,000.00
Total 41100 - HCEC Ambulance Lease Revenue						35,000.00
<b>41200 - HCEC Property Lease Revenue</b>						
Bill	01/31/2022	2513		HCEC	Original Agreement	45,553.00
Bill	02/28/2022	2534		HCEC	Original Agreement	45,553.00
Bill	03/31/2022	2558		HCEC	Original Agreement	45,553.00
Bill	04/30/2022	2588		HCEC	Original Agreement	45,553.00
Bill	05/31/2022	2608		HCEC	Original Agreement	45,553.00
Total 41200 - HCEC Property Lease Revenue						227,765.00
Total 41000 - Service Revenue						262,765.00
<b>42000 - Tax Revenues</b>						
<b>42100 - Penalty &amp; Interest</b>						
Deposit	01/12/2022			Harris County Tax Office	Deliquent P&I	1,692.09
Deposit	01/14/2022			Harris County Tax Office	Deliquent P&I	3,011.67
Deposit	01/20/2022			Harris County Tax Office	Deliquent P&I	1,847.75
Deposit	01/24/2022			Harris County Tax Office	Deliquent P&I	2,469.83
Deposit	01/26/2022			Harris County Tax Office	Deliquent P&I	985.19
Deposit	01/31/2022			Harris County Tax Office	Deliquent P&I	1,916.82
Deposit	02/03/2022			Harris County Tax Office	P&I	0.00
Deposit	02/03/2022			Harris County Tax Office	Deliquent P&I	1,047.26
Deposit	02/11/2022			Harris County Tax Office	P&I	0.00
Deposit	02/11/2022			Harris County Tax Office	Deliquent P&I	2,266.91
Deposit	02/11/2022			Harris County Tax Office	P&I	0.00
Deposit	02/11/2022			Harris County Tax Office	Deliquent P&I	82.98
Deposit	02/14/2022			Harris County Tax Office	P&I	0.00
Deposit	02/14/2022			Harris County Tax Office	Deliquent P&I	1,096.48
Deposit	02/15/2022			Harris County Tax Office	P&I	2,469.27
Deposit	02/15/2022			Harris County Tax Office	Deliquent P&I	2,075.78
Deposit	02/16/2022			Harris County Tax Office	P&I	2,333.72
Deposit	02/16/2022			Harris County Tax Office	Deliquent P&I	1,287.24
Deposit	02/24/2022			Harris County Tax Office	P&I	13,019.77
Deposit	02/24/2022			Harris County Tax Office	Deliquent P&I	1,020.11
Deposit	02/25/2022			Harris County Tax Office	P&I	2,004.58
Deposit	02/25/2022			Harris County Tax Office	Deliquent P&I	642.36
Deposit	02/28/2022			Harris County Tax Office	P&I	3,091.79
Deposit	02/28/2022			Harris County Tax Office	Deliquent P&I	916.01
Deposit	03/07/2022			Harris County Tax Office	P&I	3,341.33
Deposit	03/07/2022			Harris County Tax Office	Deliquent P&I	-1,814.88
Deposit	03/09/2022			Harris County Tax Office	P&I	43.00
Deposit	03/09/2022			Harris County Tax Office	Deliquent P&I	114.19
Deposit	03/10/2022			Harris County Tax Office	P&I	7,204.17
Deposit	03/10/2022			Harris County Tax Office	Deliquent P&I	2,304.01
Deposit	03/15/2022			Harris County Tax Office	P&I	0.00
Deposit	03/15/2022			Harris County Tax Office	Deliquent P&I	0.49
Deposit	03/17/2022			Harris County Tax Office	P&I	2,066.05
Deposit	03/17/2022			Harris County Tax Office	Deliquent P&I	868.76
Deposit	03/18/2022			Harris County Tax Office	P&I	2,727.99
Deposit	03/18/2022			Harris County Tax Office	Deliquent P&I	816.21
Deposit	03/23/2022			Harris County Tax Office	P&I	2,066.45
Deposit	03/23/2022			Harris County Tax Office	Deliquent P&I	1,875.31
Deposit	03/30/2022			Harris County Tax Office	P&I	1.10
Deposit	03/30/2022			Harris County Tax Office	Deliquent P&I	0.02
Deposit	03/31/2022			Harris County Tax Office	P&I	4,739.18
Deposit	03/31/2022			Harris County Tax Office	Deliquent P&I	3,071.71
Deposit	04/07/2022			Harris County Tax Office	P&I	4,084.43
Deposit	04/07/2022			Harris County Tax Office	Deliquent P&I	1,516.38
Deposit	04/08/2022			Harris County Tax Office	P&I	107.93
Deposit	04/08/2022			Harris County Tax Office	Deliquent P&I	135.83
Deposit	04/11/2022			Harris County Tax Office	P&I	6,503.47
Deposit	04/11/2022			Harris County Tax Office	Deliquent P&I	3,255.93
Deposit	04/22/2022			Harris County Tax Office	P&I	4,349.55
Deposit	04/22/2022			Harris County Tax Office	Deliquent P&I	3,518.60
Deposit	04/28/2022			Harris County Tax Office	P&I	2,132.21
Deposit	04/28/2022			Harris County Tax Office	Deliquent P&I	892.11
Deposit	05/05/2022			Harris County Tax Office	P&I	3,034.64
Deposit	05/05/2022			Harris County Tax Office	Deliquent P&I	1,191.48



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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
**January through May 2022**

Type	Date	Num	Adj	Name	Memo	Amount
Deposit	05/06/2022			Harris County Tax Office	P&I	40.31
Deposit	05/06/2022			Harris County Tax Office	Deliquent P&I	69.32
Deposit	05/11/2022			Harris County Tax Office	P&I	5,156.97
Deposit	05/11/2022			Harris County Tax Office	Deliquent P&I	1,524.02
Deposit	05/16/2022			Harris County Tax Office	P&I	1,553.07
Deposit	05/16/2022			Harris County Tax Office	Deliquent P&I	5,628.63
Deposit	05/19/2022			Harris County Tax Office	P&I	750.93
Deposit	05/19/2022			Harris County Tax Office	Deliquent P&I	379.90
Deposit	05/25/2022			Harris County Tax Office	P&I	3,518.26
Deposit	05/25/2022			Harris County Tax Office	Deliquent P&I	707.17
Deposit	05/31/2022			Harris County Tax Office	P&I	1,429.80
Deposit	05/31/2022			Harris County Tax Office	Deliquent P&I	916.31
Total 42100 - Penalty & Interest						127,099.95
<b>42300 - Tax Revenue</b>						
Deposit	01/12/2022			Harris County Tax Office	Current Levy	1,405,770.10
Deposit	01/14/2022			Harris County Tax Office	Current Levy	537,019.53
Deposit	01/20/2022			Harris County Tax Office	Current Levy	878,346.80
Deposit	01/24/2022			Harris County Tax Office	Current Levy	577,403.44
Deposit	01/26/2022			Harris County Tax Office	Current Levy	683,910.87
Deposit	01/31/2022			Harris County Tax Office	Current Levy	43,967.34
Deposit	01/31/2022			Harris County Tax Office	Current Levy	1,130,669.03
Total 42300 - Tax Revenue						5,257,087.11
Total 42000 - Tax Revenues						5,384,187.06
<b>43000 - Other Income</b>						
<b>43200 - Donations &amp; Contributions</b>						
Deposit	03/24/2022			Harris County Utility District No 15	Deposit	748.34
Deposit	03/24/2022			Harris County Utility District No 15	Deposit	826.94
Deposit	04/22/2022	DEP			Deposit	1,592.62
Deposit	04/22/2022	DEP			Deposit	808.98
Total 43200 - Donations & Contributions						3,976.88
<b>43700 - Interest Earned on Temp. Invest</b>						
Deposit	01/31/2022				Interest	0.04
Deposit	01/31/2022				Interest	4,111.68
Deposit	02/28/2022				Interest	4,979.25
Deposit	02/28/2022				Interest	0.05
Deposit	03/31/2022				Interest	0.38
Deposit	03/31/2022				Interest	5,573.89
Deposit	04/30/2022				Interest	5,108.51
Deposit	04/30/2022				Interest	0.70
Deposit	05/31/2022				Interest	8,479.79
Deposit	05/31/2022				Interest	1,189.58
Total 43700 - Interest Earned on Temp. Invest						29,443.87
Total 43000 - Other Income						33,420.75
Total Income						5,680,372.81
Gross Profit						5,680,372.81
<b>Expense</b>						
<b>143502 - Commissions Paid from Levy</b>						
Deposit	01/12/2022			Harris County Tax Office	Adj	14,133.81
Deposit	01/14/2022			Harris County Tax Office	Adj	5,381.02
Deposit	01/20/2022			Harris County Tax Office	Adj	8,858.32
Deposit	01/24/2022			Harris County Tax Office	Adj	3,182.52
Deposit	02/24/2022			Harris County Tax Office	Deposit	1,592.15
Deposit	02/28/2022			Harris County Tax Office	Deposit	-9,545.29
Total 143502 - Commissions Paid from Levy						23,602.53
<b>50000 - Commissioner Salaries and Wages</b>						
<b>50250 - Commissioner Reimbursement</b>						
Bill	01/18/2022	Jan 2...		Fred A Scibuola	Jan 2022 Reimbursement	600.00
Bill	02/21/2022	Feb 2...		Fred A Scibuola	Feb 2022 Reimbursement	600.00
Bill	02/22/2022	Reim ...		Shirley Reed	Reimbursement Request Jan 5 - Feb 22, 2022	1,050.00
Bill	03/14/2022	Reim ...		Shirley Reed	Reimbursement Request Feb 23 - Mar 14, 2022	450.00
Bill	03/15/2022	March...		Fred A Scibuola	Mar 2022 Reimbursement	600.00
Bill	03/31/2022	April 1...		Fred A Scibuola	Apr 2022 Reimbursement	600.00
Bill	05/19/2022	May 1...		Fred A Scibuola	May 2022 Reimbursement	600.00
Bill	05/31/2022	2022 ...		Cathy Sunday_	Commissioner Reimbursement 2022	7,000.00
Total 50250 - Commissioner Reimbursement						11,500.00

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
**January through May 2022**

Type	Date	Num	Adj	Name	Memo	Amount
Total 50000 · Commissioner Salaries and Wages						11,500.00
<b>51000 · HCEC Program Expense</b>						
<b>51100 · HCEC Contract Expense</b>						
Bill	01/31/2022	2513		HCEC	Rate change to \$984.21 @ 2034 trips (less \$342,949)	1,658,934.00
Bill	02/28/2022	2534		HCEC	Rate change to \$984.21 @ 1866 trips (less \$397,871)	1,438,665.00
Bill	03/31/2022	2558		HCEC	Rate Change to \$984.21 @ 1885 Trips less (\$554,293)	1,300,943.00
Bill	04/30/2022	2588		HCEC	Rate Change to \$984.21 @ 1991 Trips less (\$406,829)	1,552,733.00
Bill	05/31/2022	2608		HCEC	Rate Change to \$984.21 @ 2164 Trips less (\$406,577)	1,723,253.00
Total 51100 · HCEC Contract Expense						7,674,528.00
Total 51000 · HCEC Program Expense						7,674,528.00
<b>52000 · Contract Services (DNU)</b>						
<b>52100 · Accounting Fees</b>						
Bill	01/31/2022	2288		The Morton Accounting Services	Jan CPA Services	4,246.18
Bill	02/28/2022	2293		The Morton Accounting Services	Feb CPA Services	3,974.55
Bill	03/31/2022	2304		The Morton Accounting Services	Mar CPA Services	4,810.77
Bill	04/30/2022	2310		The Morton Accounting Services	April CPA Services	4,698.06
Bill	05/31/2022	2315		The Morton Accounting Services	May CPA Services	4,208.39
Total 52100 · Accounting Fees						21,937.95
<b>52200 · Audit Fees</b>						
Bill	03/24/2022	17312...		Carr Riggs & Ingram	2021 Audit Billing - Interim	15,000.00
Bill	05/31/2022	17375...		Carr Riggs & Ingram	2021 Audit Billing - Final	3,790.00
Total 52200 · Audit Fees						18,790.00
<b>52300 · Legal Fees</b>						
Bill	01/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	02/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	03/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	04/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Bill	05/11/2022			Caryn Papantonakis	Legal Fees	6,000.00
Total 52300 · Legal Fees						30,000.00
<b>52350 · Outside Contract Services</b>						
Bill	04/30/2022	9221		AG CM Inc.	Project Management Support #93 & 96 - April 2022	9,110.00
Bill	05/25/2022	58669		Equitax Inc.	2021 Annual Tax True Up	3,200.00
Bill	05/31/2022	9343		AG CM Inc.	Project Management Support #93 & 96 - May 2022	13,831.40
Total 52350 · Outside Contract Services						26,141.40
<b>52550 · Election Expense</b>						
Bill	01/31/2022	213927		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	3,919.53
Bill	02/28/2022	214102		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	1,304.70
Bill	04/30/2022	214465		Radcliffe Bobbitt Adams Polley	Legal - Election and Litigation	60.60
Total 52550 · Election Expense						5,284.83
Total 52000 · Contract Services (DNU)						102,154.18
<b>53000 · Operations (DNU)</b>						
<b>53150 · Dues &amp; Subscriptions</b>						
Bill	01/31/2022	13139		Oak Interactive, LLC	Monthly Website Maintenance - Jan	450.00
Bill	02/28/2022	13172		Oak Interactive, LLC	Monthly Website Maintenance - Feb	450.00
Bill	03/31/2022	13199		Oak Interactive, LLC	Monthly Website Maintenance - Mar	450.00
Bill	04/30/2022	13228		Oak Interactive, LLC	Monthly Website Maintenance - April	450.00
Bill	05/31/2022	13255		Oak Interactive, LLC	Monthly Website Maintenance - May	450.00
Total 53150 · Dues & Subscriptions						2,250.00
<b>53300 · Printing &amp; Copying</b>						
Bill	01/31/2022	2288		The Morton Accounting Services	Copies	6.09
Bill	02/28/2022	2293		The Morton Accounting Services	Copies	6.09
Bill	03/31/2022	2304		The Morton Accounting Services	Copies	12.18
Bill	04/30/2022	2310		The Morton Accounting Services	Copies	10.73
Bill	05/31/2022	2315		The Morton Accounting Services	Copies	5.51
Total 53300 · Printing & Copying						40.60
<b>53400 · Office Supplies</b>						
Bill	01/31/2022	2288		The Morton Accounting Services	Quickbooks software	449.00
Total 53400 · Office Supplies						449.00
Total 53000 · Operations (DNU)						2,739.60
<b>54000 · General and Admin Expenses</b>						

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
**January through May 2022**

Type	Date	Num	Adj	Name	Memo	Amount
<b>54150 · Insurance - Gen Liab-Err &amp; Omis</b>						
Bill	01/12/2022	2022 -...		VFIS of Texas	HARC0-1 Insurance Coverage - 1/1/22 to 12/31/22	68,346.00
Total 54150 · Insurance - Gen Liab-Err & Omis						68,346.00
<b>54400 · HCAD Qtr Expenses</b>						
Bill	02/15/2022	PSI22...		Harris County Appraisal District	2nd Qtr Quarter 2022 Assessment	35,989.00
Bill	05/17/2022	PSI22...		Harris County Appraisal District	3rd Qtr Quarter 2022 Assessment	36,189.00
Total 54400 · HCAD Qtr Expenses						72,178.00
Total 54000 · General and Admin Expenses						140,524.00
<b>60000 · Interest Expense</b>						
Bill	05/16/2022	Loan ...		JPMorgan Chase Bank NA	Payment for Loan - \$6,251,874.51 (confirm interest am...	43,763.12
Total 60000 · Interest Expense						43,763.12
Total Expense						7,998,811.43
Net Ordinary Income						-2,318,438.62
<b>Net Income</b>						<b>-2,318,438.62</b>

Order # 11-000000 #124  
11/10/2022 10:00 AM  
Mendocino County  
261-442-9700

June 10, 2022

06/10/2022

Lunch with Paramedics

Servers: Nathan  
Cashier: Jaylen  
Table: 1271  
Guests: 6  
Report #: 1271  
1:33 PM  
30013

- Brian Cariota – Supervisor
- Jennifer Pagel – Supervisor
- Tiffany Hanes – EMT
- Michael Graham – EMT
- Meredith Frasier – EMT
- Fred Scibuola – Commissioner

#6 Enchiladas de Pechuga (2 @ 12.24)	24.48
Ensalada de Pechuga	15.77
5 Taquitos	9.99
Con Aguacate	0.75
Con Aguacate	0.75
Con Aguacate	0.75
5 Taquitos	9.99
1 Boleo Aranditas (2 @ 3.99)	7.98
Paradise de Poch. Pas P1	18.01
Agrego: Framaron	3.99
20 oz Tea	3.17
Bebida 32oz	3.70
Government	36.98
Subtotal	62.35
Food Tax	4.95
Total	67.30
Visa #XXXXXXXXXX7605	67.30

+ Tip:  
= Total: **67.30**  
**HARRIS CO. 1E30 1**  
**4246 3152 5959 7605**

Balance Due 0.00

GRATUITY  
15% INCLUDED ON  
PARTIES OF 6 OR MORE

- Check Closed





**AG|CM, Inc.**  
 1101 Ocean Dr.  
 P.O. Box 2682  
 Corpus Christi, TX 78403  
 361-882-0469

Harris County ESD #1  
 Attn: Jeremy Hyde  
 2800 Aldine Bender Rd.  
 Houston, TX 77032

Invoice number 9221  
 Date 05/01/2022

Project **22-012P Harris County ESD 1 Stations  
 93 and 96**

Billing Period 04/01/2022 - 04/30/2022

**Invoice Summary**

Description	Contract Amount	Total Billed	Prior Billed	Current Billed	Remaining	Percent Complete
<b>PROJECT MANAGEMENT SUPPORT</b>	259,140.00	9,110.00	0.00	9,110.00	250,030.00	3.52
Total	259,140.00	9,110.00	0.00	9,110.00	250,030.00	3.52

**Professional Fees**

	Hours	Rate	Billed Amount
Design Manager - AIA			
Paul E. Kullman	46.00	155.00	7,130.00
Project Manager			
Elijah L. Washington	15.00	132.00	1,980.00
Professional Fees subtotal	61.00		9,110.00
Invoice total			<b>9,110.00</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
9221	05/01/2022	9,110.00	9,110.00				
	Total	9,110.00	9,110.00	0.00	0.00	0.00	0.00

Approved by:

Christopher L. Majors  
 Vice President of East & South Regions



**NOTE:**

*Please send all accounts receivable correspondent to ar@agcm.com.*

**IMPORTANT PAYMENT INFORMATION:**

*If we have previously provided ACH information to direct deposit invoice payments and you receive an email regarding a change to our current ACH information, please call to verify the change prior to making any changes.*

**REMIT PAYMENT TO:**

AG|CM, Inc.  
P.O. Box 2682  
Corpus Christi, TX 78403

**Invoice Supporting Detail**

**22-012P Harris County ESD 1 Stations 93 and 96**  
**PROJECT MANAGEMENT SUPPORT**  
**Preconstruction & Design**

Phase Status: Active

Billing Cutoff: 04/30/2022

Date	Units	Rate	Amount
------	-------	------	--------

**Labor**

WIP Status: Billable

Design Manager - AIA

Paul E. Kullman

Billable Time 03/04/2022 5.00 155.00 775.00

*Kick-off HCESC 1 - #93 & 96 Projects*

Billable Time 03/07/2022 5.00 155.00 775.00

*RFQ Prep*

Billable Time 03/08/2022 2.00 155.00 310.00

*Project coordination.*

Billable Time 03/09/2022 1.00 155.00 155.00

*Project coordination.*

Billable Time 03/10/2022 5.00 155.00 775.00

*Site Visits to 97, 93, 96*

Billable Time 03/11/2022 1.00 155.00 155.00

*Project Coordination*

Billable Time 03/14/2022 1.00 155.00 155.00

*Project Coordination*

Billable Time 03/15/2022 1.00 155.00 155.00

*Project Coordination*

Billable Time 03/16/2022 1.00 155.00 155.00

*Project Coordination. 50% JC Review*

Billable Time 03/21/2022 1.00 155.00 155.00

*RFQ*

Billable Time 03/22/2022 4.00 155.00 620.00

*Board Meeting and follow up*

Billable Time 03/23/2022 1.00 155.00 155.00

*Project Coordination*

Billable Time 04/04/2022 0.50 155.00 77.50

*Project Coordination*

Billable Time 04/08/2022 4.00 155.00 620.00

*RFQ Prep*

Billable Time 04/11/2022 2.00 155.00 310.00

*RFQ Prep*

Billable Time 04/15/2022 1.00 155.00 155.00

*Project Coordination*

Billable Time 04/21/2022 4.00 155.00 620.00

*RFQ DRAFT Review with HCESD 1 Construction Committee.*

Billable Time 04/22/2022 1.00 155.00 155.00

*RFQ Edits*

Billable Time 04/26/2022 3.00 155.00 465.00

*Board Meeting.*

Billable Time 04/27/2022 2.00 155.00 310.00

**Invoice Supporting Detail**

**22-012P Harris County ESD 1 Stations 93 and 96**  
**PROJECT MANAGEMENT SUPPORT**  
**Preconstruction & Design**

Phase Status: Active

Billing Cutoff: 04/30/2022

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Design Manager - AIA

Paul E. Kullman

*RFQ Issue and follow-up.*

Billable Time	04/29/2022	0.50	155.00	77.50
---------------	------------	------	--------	-------

*Project Coordination*

Subtotal		<b>46.00</b>		<b>7,130.00</b>
----------	--	--------------	--	-----------------

Project Manager

Elijah L. Washington

Billable Time	03/10/2022	2.00	132.00	264.00
---------------	------------	------	--------	--------

*Attend Station 97 walkthrough, take notes and pictures*

Billable Time	03/15/2022	1.00	132.00	132.00
---------------	------------	------	--------	--------

*Compile all required documents and create survey bound sheets to submit for surveying proposals*

Billable Time	03/22/2022	2.00	132.00	264.00
---------------	------------	------	--------	--------

*Attend board meeting at HCESD facility*

Billable Time	04/11/2022	1.00	132.00	132.00
---------------	------------	------	--------	--------

*Coordinate survey services for Fallbrook station*

Billable Time	04/12/2022	1.00	132.00	132.00
---------------	------------	------	--------	--------

*Coordinate survey services for Washington station*

Billable Time	04/18/2022	2.00	132.00	264.00
---------------	------------	------	--------	--------

*Review RFQ in preparation for Thursday meeting*

Billable Time	04/21/2022	4.00	132.00	528.00
---------------	------------	------	--------	--------

*Attend meeting and review RFQ Draft with HCESD Board*

Billable Time	04/26/2022	2.00	132.00	264.00
---------------	------------	------	--------	--------

*Attend board meeting for HCESD #1 and note changes required to RFQ*

Subtotal		<b>15.00</b>		<b>1,980.00</b>
----------	--	--------------	--	-----------------

Labor total		<b>61.00</b>		<b>9,110.00</b>
-------------	--	--------------	--	-----------------

**PROJECT MANAGEMENT SUPPORT**  
**Construction Phase**

Phase Status: Work Hold

Billing Cutoff: 04/30/2022

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal				<b>0.00</b>
----------	--	--	--	-------------

total				<b>0.00</b>
-------	--	--	--	-------------

**PROJECT MANAGEMENT SUPPORT**  
**Survey Service**

Phase Status: Active

Billing Cutoff: 04/30/2022

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal				<b>0.00</b>
----------	--	--	--	-------------

**Invoice Supporting Detail**

22-012P Harris County ESD 1 Stations 93 and 96  
 PROJECT MANAGEMENT SUPPORT  
 Survey Service

Phase Status: Active

Billing Cutoff: 04/30/2022

Date	Units	Rate	Amount
total			0.00

**Invoice Summary**

	Contract	Billed	%	Remaining	%
Labor	259,140.00	9,110.00	4	250,030.00	96
Expense					
Consultant					
<b>Total</b>	259,140.00	9,110.00	4	250,030.00	96



HARRIS COUNTY APPRAISAL DISTRICT  
 BUDGET AND FINANCE DIVISION  
 ACCOUNTS RECEIVABLE  
 PO BOX 920975  
 HOUSTON, TX 77292-0975  
 PHONE 713-808-7659  
 FAX 713-957-7410

# INVOICE

Invoice Number: PSI22001443  
 Invoice Date: 5/17/2022

HARRIS COUNTY ESD 1  
 CATHY SUNDAY PRESIDENT  
 THE MORTON ACCOUNTING SVCS  
 1125 CYPRESS STATION DR STE H-4  
 HOUSTON, TX 77090

HARRIS COUNTY ESD 1  
 CATHY SUNDAY PRESIDENT  
 THE MORTON ACCOUNTING SVCS  
 1125 CYPRESS STATION DR STE H-4  
 HOUSTON, TX 77090

Customer ID 671

Due Date 6/30/2022  
 Terms DUE LAST BUSINESS DAY OF QTR

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Qtr 3 QUARTERLY ASSESSMENT		1	1	36,189.00	36,189.00

**Subtotal:** 36,189.00  
 Invoice Discount: 0.00  
 Tax: 0.00  


---

**Total:** 36,189.00

**PENALTY AND INTEREST APPLY IF  
 NOT PAID BY DUE DATE.**

\* SEC 6.06(e), TEXAS PROPERTY TAX CODE

**MAIL TO:**

HARRIS COUNTY APPRAISAL DISTRICT  
 BUDGET AND FINANCE DIVISION  
 ACCOUNTS RECEIVABLE  
 PO BOX 920975  
 HOUSTON, TX 77292-0975



2022 REIMBURSEMENT REPORT FOR  
CATHY SUNDAY

DATE	From/To	Subject	Category	Billing	RUNNING TOTAL
1/1/2022	Texas CLASS Notification	New Statement Available - Texas CLASS Transaction Portal	Auto Email	\$ 100.00	\$ 100.00
1/2/2022	Raechel Rodriguez	HCESD 1 - Candidate Packet for May 7, 2022 Election	Email	\$ 100.00	\$ 200.00
1/3/2022	Lexipol Webinars	Ketamine, Restraint and Fire/EMS Liability [Webinar]	Email	\$ 100.00	\$ 300.00
1/4/2022	emr-isac	HSIN Emergency Services Update - December 16-31	Email	\$ 100.00	\$ 400.00
1/5/2022	Jeremy Hyde	Congrats Communications Team - Re-Accredited	Email	\$ 100.00	\$ 500.00
1/6/2022	Caryn Papantonakis	Thank You	TEXT	\$ 100.00	\$ 600.00
1/7/2022	Travis McDonald	Interbelt Weekly Update		\$ 100.00	\$ 700.00
1/8/2022	Shirley , Fred, Pete, Virginia	SAFE-D	TEXT	\$ 100.00	\$ 800.00
1/9/2022	emr-isac	HSIN Emergency Services Update	Email	\$ 100.00	\$ 900.00
1/10/2022	Jeremy Hyde	Re: Important Announcement - Jane Webb	Email	\$ 100.00	\$ 1,000.00
1/11/2022	Travis McDonald	Interbelt Weekly Update 1/7/2021	Email	\$ 100.00	\$ 1,100.00
1/12/2022	Jeremy Hyde	Building Committee	TEXT	\$ 100.00	\$ 1,200.00
1/13/2022	Cathy Sunday	Fwd: EMR-ISAC InfoGram Jan. 6 – New NWCG training module on wildland fire mental health; CISA’s Office for Bombing Prevention videos illustrate how to prevent attacks	Email	\$ 100.00	\$ 1,300.00
1/14/2022	Do_Not_Reply	HCEC: Upcoming Classes, Jan. 18 and 25	Email	\$ 100.00	\$ 1,400.00
1/14/2022	Jeremy Hyde	HCEC Update	Email	\$ 100.00	\$ 1,500.00
1/15/2022	Mike Marrone	RE: Interbelt Weekly Update 1/14/2021	Email	\$ 100.00	\$ 1,600.00
1/16/2022	Travis McDonald	Interbelt Weekly Update 1/14/2021	Email	\$ 100.00	\$ 1,700.00
1/17/2022	Texas CLASS	You’re Invited: 2022 Participant Meeting and Luncheon	Email	\$ 100.00	\$ 1,800.00
1/18/2022	EMS World	EMS World Top Stories: Investigating the Philadelphia Helicopter Crash	Email	\$ 100.00	\$ 1,900.00
1/18/2022	Jeremy Hyde	Re: Draft Agenda	Email	\$ 100.00	\$ 2,000.00
1/18/2022	EMS World	EMS World Management Tips: Supply Chain Problems	Email	\$ 100.00	\$ 2,100.00
1/18/2022	EMS World	EMS World Digital Edition: 2nd Look: Your January Issue Is Available	Email	\$ 100.00	\$ 2,200.00
1/18/2022	Jeremy Hyde	Draft Agenda	Email	\$ 100.00	\$ 2,300.00
1/19/2022	Cathy Sunday	Re: Draft Agenda	Email	\$ 100.00	\$ 2,400.00
1/20/2022	NoReply@fsresidential.com	Notice of Financial Document Upload for Interbelt North	Email	\$ 100.00	\$ 2,500.00
1/21/2022	Isaiah Cameron	Computer Problem	TEXT	\$ 100.00	\$ 2,600.00
1/22/2022	Travis McDonald	Interbelt Weekly Update 1/21/2021	Email	\$ 100.00	\$ 2,700.00
1/22/2022	Texas CLASS	Texas CLASS January Monthly Update	Email	\$ 100.00	\$ 2,800.00

2022 REIMBURSEMENT REPORT FOR  
CATHY SUNDAY

DATE	From/To	Subject	Category	Billing	RUNNING TOTAL
1/23/2022	Raechel Rodriguez	HCESD 1 - Acceptance of Application for Place on Ballot and Notice of Ballot Drawing	Email	\$ 100.00	\$ 2,900.00
1/24/2022	Jeremy Hyde	ESD Board Documents	Email	\$ 100.00	\$ 3,000.00
1/24/2022	ESD	Prep for Meeting	EVENT	\$ -	\$ 3,000.00
1/25/2022	ESD	MEETING	EVENT	\$ 100.00	\$ 3,100.00
1/26/2022	Jeremy Hyde	HCEC Update	Email	\$ 100.00	\$ 3,200.00
1/26/2022	Cathy Sunday	Re: Building Committee Meeting	TEXT	\$ -	\$ 3,200.00
1/26/2022	Fred Scibuola	Re: Building Committee Meeting	Email	\$ -	\$ 3,200.00
1/26/2022	Jeremy Hyde	Building Committee Meeting	EVENT	\$ 100.00	\$ 3,300.00
1/27/2022	emr-isac	EMR-ISAC InfoGram Jan. 27 – New York passes Family and Firefighter Protection Act; First responder testimonial videos on POINTER location-tracking technology	Email	\$ 100.00	\$ 3,400.00
1/28/2022	Travis McDonald	Interbelt Weekly Update 1/28/2022	Email	\$ 100.00	\$ 3,500.00
1/29/2022	emr-isac	(U) Mitigating the Threat of Terrorist-Initiated Arson Attacks on Wildland-Urban Interface Areas	Email	\$ 100.00	\$ 3,600.00
1/30/2022	RBAP Info	Don't forget to RSVP for RBAP & AG CM's Client Reception at SAFE-D, Friday, February 18th	Email	\$ 100.00	\$ 3,700.00
2/1/2022	Texas CLASS Notification	New Statement Available - Texas CLASS Transaction Portal	Email	\$ -	\$ 3,700.00
2/1/2022	Jeremy Hyde	Building Committee	Email	\$ -	\$ 3,700.00
2/1/2022	ESD	Building Committee	EVENT	\$ 100.00	\$ 3,800.00
2/2/2022	emr-isac	EMR-ISAC InfoGram Feb. 3 – New online database for responders to report struck-by incidents; CDC identifies two new opioids contributing to overdose deaths	Email	\$ 100.00	\$ 3,900.00
2/3/2022	Office of TX Attorney General	Request for Opinion	Email	\$ 100.00	\$ 4,000.00
2/4/2022	Travis McDonald	Interbelt Weekly Update 2/4/2022	Email	\$ 100.00	\$ 4,100.00
2/5/2022	emr-isac	HSIN Emergency Services Update - January 16-31, 2022	Email	\$ 100.00	\$ 4,200.00
2/6/2022	Travis McDonald	RE: Interbelt - 14330 Inter drive West - ARC	Email	\$ 100.00	\$ 4,300.00
2/7/2022	emr-isac	(U) Terrorism Prevention: Addressing Early Risk Factors To Build Resilience Against Violent Extremism	Email	\$ 100.00	\$ 4,400.00
2/8/2022	Mike Marrone	RE: Interbelt - 14330 Inter drive West - ARC	TEXT	\$ 100.00	\$ 4,500.00
2/9/2022	Travis McDonald	RE: Interbelt - 14330 Inter drive West - ARC	Email	\$ 100.00	\$ 4,600.00

2022 REIMBURSEMENT REPORT FOR  
CATHY SUNDAY

DATE	From/To	Subject	Category	Billing	RUNNING TOTAL
2/10/2022	ARC	RE: Interbelt - 14330 Inter drive West - ARC	Email	\$ 100.00	\$ 4,700.00
2/11/2022	Travis McDonald	FW: Interbelt - 14330 Inter drive West - ARC	Email	\$ 100.00	\$ 4,800.00
2/12/2022	Travis McDonald	Interbelt Weekly Update 2/11/2022	Email	\$ 100.00	\$ 4,900.00
2/13/2022	emr-isac	EMR-ISAC InfoGram Feb. 10 – Bonding and grounding microtraining for hazardous materials work zone safety; NWCG’s 2022 Incident Response Pocket Guide now available	Email	\$ 100.00	\$ 5,000.00
2/14/2022	Office of TX Attorney General	Request for Opinion	Email	\$ 100.00	\$ 5,100.00
2/15/2022	RBAP Info	Meet RBAP’s New Associate, Jamilah Way!	Email	\$ 100.00	\$ 5,200.00
2/16/2022	emr-isac	HSIN Emergency Services Update - February 1-15, 2022	Email	\$ 100.00	\$ 5,300.00
2/17/2022	Travis McDonald	Interbelt Weekly Update 2/17/2022	Email	\$ 100.00	\$ 5,400.00
2/18/2022	Jeremy Hyde	ESD election	Email	\$ 100.00	\$ 5,500.00
2/19/2022	emr-isac	(U) Protection Considerations for Violent Extremist Threats to Public Officials	Email	\$ 100.00	\$ 5,600.00
2/20/2022	NoReply@fsresidential.com	Notice of Financial Document Upload for Interbelt North	Email	\$ 100.00	\$ 5,700.00
2/21/2022	Raechel Rodriguez	HCESD 1 - May 7, 2022 Commissioners Election	Email	\$ 100.00	\$ 5,800.00
2/22/2022	Jeremy Hyde	ESD Draft Agenda	Email	\$ 100.00	\$ 5,900.00
2/23/2022	Fred Scibuola	Building	Phone Call	\$ 100.00	\$ 6,000.00
2/24/2022	ESD	Prep for Meeting	EVENT	\$ 100.00	\$ 6,100.00
2/25/2022	Travis McDonald	Re: Interbelt Weekly Update 2/24/2022	Email	\$ 100.00	\$ 6,200.00
2/25/2022	Prosperity Bank	System Update	Email	\$ -	\$ 6,200.00
2/25/2022	Travis McDonald	Interbelt Weekly Update 2/24/2022	Email	\$ -	\$ 6,200.00
2/26/2022	Jeremy Hyde	ESD Board Documents	Email	\$ 100.00	\$ 6,300.00
2/27/2022	Caryn Papantonakis	Re: ESD Board Documents	Email	\$ 100.00	\$ 6,400.00
2/28/2022	Prosperity Bank	Prosperity: Payments Approver Notification	Email	\$ -	\$ 6,400.00
2/28/2022	ESD	MEETING	EVENT	\$ 100.00	\$ 6,500.00
3/29/2022	Jeremy Hyde	RE: HCESD 01 Station 93 & 96 Survey Proposal Recommendation	Email	\$ 100.00	\$ 6,600.00
3/30/2022	emr-isac	EMR-ISAC InfoGram March 31 - “In Our Boots” PSAs highlight safe driving messages to protect responders; CDC adds wastewater surveillance data to COVID-19 Data Tracker	Email	\$ 100.00	\$ 6,700.00

2022 REIMBURSEMENT REPORT FOR  
CATHY SUNDAY

DATE	From/To	Subject	Category	Billing	RUNNING TOTAL
3/31/2022	Caryn Papantonakis	Re: HCESD 01 Station 93 & 96 Survey Proposal Recommendation	Email	\$ 100.00	\$ 6,800.00
4/1/2022	Jeremy Hyde	FW: HCESD 01 Station 93 & 96 Survey Proposal Recommendation	Email	\$ 100.00	\$ 6,900.00
4/1/2022	Prosperity Bank	Processing Delays	Email	\$ -	\$ 6,900.00
4/1/2022	Texas CLASS Notification	New Statement Available - Texas CLASS Transaction Portal	Email	\$ 100.00	\$ 7,000.00



Two Riverway, 15th Floor  
Houston, TX 77056-1939  
713-621-8090  
Federal ID 72-1396621

Harris County EMS District I (Audit)  
2800 Aldine Bender Road  
Houston, TX 77032

Invoice No. 17312679 (include on check)  
Date 03/24/2022  
Client No. 94-02081.001

Professional services rendered as follows:

Billing for the financial statement audit of Harris County  
EMS District #1 as of and for the year ended December 31, 2021.

Current Amount Due \$ 15,000.00

We accept most major credit cards. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 03/24/2022 Client No: 94-02081  
Invoice Number: 17312679 Total Amount Due: \$ 15,000.00 Harris County EMS District I (Audit)

Name as it appears on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV # \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Signature: \_\_\_\_\_

Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law.



Two Riverway, 15th Floor  
Houston, TX 77056-1939  
713-621-8090  
Federal ID 72-1396621

Harris County EMS District I (Audit)  
2800 Aldine Bender Road  
Houston, TX 77032

Invoice No. 17375612 (include on check)  
Date 05/31/2022  
Client No. 94-02081.001

Professional services rendered as follows:

Final billing for the financial statement audit of Harris County  
Emergency Services District #1 as of and for the year ended  
December 31, 2021 (including reimbursable expenses for  
electronic confirmation of bank and debt accounts of \$90)

Current Amount Due \$ 3,790.00

We accept most major credit cards. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 05/31/2022 Client No: 94-02081  
Invoice Number: 17375612 Total Amount Due: \$ 3,790.00 Harris County EMS District I (Audit)

Name as it appears on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV # \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Signature: \_\_\_\_\_

Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law.

# Invoice

Page 1/1  
Invoice 02533  
Date 2/28/2022



**Harris County Emergency Corps**  
2800 Aldine Bender Road  
Houston TX 77032

**Bill To:** Harris County ESD#1  
2800 Aldine Bender Rd  
Houston Texas 77032

**Ship To:** Harris County ESD#1  
2800 Aldine Bender Rd  
Houston Texas 77032

Purchase Order No.		Customer ID		Salesperson ID		Payment Terms	Req Ship Date	Master No.
		H0001				Due on Receipt	2/28/2022	2,438
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Vehicle Graphics		\$0.00	\$2,453.50	\$2,453.50
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Vehicle Equipment		\$0.00	\$675.00	\$675.00
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Keys		\$0.00	\$608.82	\$608.82

Subtotal	\$3,737.32
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$3,737.32</b>

**Wraps of Texas**

17402 Hoover Gardens Drive  
Houston, TX 77095 US  
Wraps@Wrapsoftexas.com  
www.wrapsoftexas.com



W0799

**BILL TO**

Willie Sanders  
Harris County Emergency  
Corps  
2800 Aldine Bender  
Houston, Texas 77032 USA

W0799  
004-67040-MA

**INVOICE #** 1998  
**DATE** 07/22/2021  
**DUE DATE** 07/22/2021  
**TERMS** Due on receipt

ACTIVITY	QTY	UNIT PRICE	TOTAL
<b>3M Reflective Vehicle Graphics</b> 3M Reflective Vehicle Graphics NEW 2021 DESIGN 2022 Ford Expedition PO000245  Unit 244  3M Reflective Fleet Graphics Kit for 2019 Chevy Tahoe for HCEC -Driver and Passenger Side Striping -Driver and Passenger Door Logos (HCEC Circle Logo) -Driver and Passenger Door Web Address www.HCEC.com -Driver and Passenger Front Fender SUPERVISOR TEXT -Driver and Passenger 911 Decal Behind Wheel -Driver and Passenger Medic Star w/ serpent staff -Rear CAAS Logo -Rear Door HCEC 9" Logo -Rear Door SUPERVISOR Text CHEVRON on Tailgate	1	2,353.50	2,353.50
<b>Artwork Design/Setup</b> Artwork Setup - Refit 2022 Ford Expedition	1	100.00	100.00

BALANCE DUE

**\$2,453.50**



**From:** [Willie Sanders](#)  
**To:** [Accounts Payable](#)  
**Subject:** FW: Invoice 1998 from Wraps of Texas 2022 Ford Expedition  
**Date:** Friday, July 23, 2021 9:47:57 AM  
**Attachments:** [Invoice\\_1998\\_from\\_Wraps\\_of\\_Texas.pdf](#)

---

Need a PO please. This is for the new supervisor unit that will be here in a few weeks.

**From:** Wraps of Texas [mailto:quickbooks@notification.intuit.com]  
**Sent:** Thursday, July 22, 2021 1:53 PM  
**To:** Willie Sanders <tsanders@hcec.com>; Kristin Rodriguez <Kristin.Rodriguez@hcec.com>  
**Subject:** Invoice 1998 from Wraps of Texas 2022 Ford Expedition

**\*\* External EMail Warning \*\***

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**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

INVOICE 1998



Wraps of Texas

**DUE 07/22/2021**

**\$2,453.50**

**Review and pay**

Powered by QuickBooks

Dear Willie Sanders,

Attached you will find your Invoice. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,  
Wraps of Texas

Wraps of Texas

17402 Hoover Gardens Drive Houston, TX 77095 US

Wraps@Wrapsoftexas.com [www.wrapsoftexas.com](http://www.wrapsoftexas.com)

If you receive an email that seems fraudulent, please check with the business owner before paying.

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# INVOICE

INVOICE	
3021558	
Invoice Date	Page
01/28/2022 11:45:28	1 of 1
ORDER NUMBER	
1020884	

## Master Medical Equipment

PO Box 11476  
 Jackson, TN 38308  
 866-468-9558

**Bill To:**

Harris County Emergency Corp  
 2800 Aldine Bender Rd.  
 Houston, TX 77032  
 USA

M0522  
 000-15055-00  
 New D90 Vehicle

**Ship To:**

Harris County Emergency Corp  
 Cooper Lumsden  
 2800 Aldine Bender Rd.  
 Houston, TX 77032  
 USA

**Customer ID:** 18589**Ordered By:** Cooper Lumsden

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
SHOP 244	Net 30	02/27/2022	02/27/2022	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
01/20/2022 14:00:52	2016408	Grant Cooper	GRANT.COOPER

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

**Carrier:** UPS Ground**Tracking #:** 1ZE2W9370390914832

1	1	0	EA		TMS100-20-UN	EA	675.0000	675.00
			1.0		Standard Surface Base, Universal	1.0000		

**Serial Number:** B-20-05130-MPW

Total Lines: 1

**SUB-TOTAL:** 675.00  
**TAX:** 0.00  
**AMOUNT DUE:** 675.00  
 U.S. Dollars

NEW D-90 Vehicle Equipment  
*Cooper Lumsden*

**ORIGINAL**



19000 Fastex Freeway, Humble, Texas 77338

www.planetford.com

281.446.9171

CELL: 281-793-8790

ORDER NO. <b>330209</b>	ADVISOR <b>ANTHONY TON</b>	4478	TAG NO. <b>3981</b>	ISSUE DATE <b>01/28/22</b>	INVOICE NO. <b>FOCSS7697</b>
<b>HARRIS COUNTY EMERGENCY CORP</b> 2800 ALDINE BENDER HOUSTON, TX 77032	LABOR #	503	FIN #	FIN #	FIN #
<b>BWHITFILL@HCECE.COM</b>	YEAR MAKE MODEL <b>21/FORD TRUCK/EXPEDITION/4DR 2WD XL</b>				
RESIDENTIAL PHONE	DEALER NO. <b>J F M J U I F T A M E A 5 9 2 2 0</b>			SALES DEALER NO.	FINANCING DATE
BUSINESS PHONE <b>281-449-3131</b>	FIN #			FIN #	FIN #

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
<b>J# 1 60FOZ TRIM REPAIR</b>			TECH(S):1436	150.00	
<b>C/S CUT AND PROGRAM 3 KEYS</b>					
<b>CUT AND PROGRAM 5 IKF KEYS</b>					
<b>PARTS</b>					
<b>JOB # 1</b>	<b>3</b>	<b>164-R8130</b>		<b>152.94</b>	<b>458.82</b>
			<b>JOB # 1 TOTAL PARTS</b>		<b>458.82</b>
<b>J# 2 00FOZZ99P</b>			TECH(S):1436	0.00	
<b>FREE MULTI-POINT INSP</b>					
<b>PERFORM MULTI-POINT INSPECTION</b>					
<b>PARTS</b>					
<b>JOB # 2</b>				<b>0.00</b>	<b>0.00</b>
			<b>JOB # 2 TOTAL LABOR &amp; PARTS</b>		<b>0.00</b>

Any warranties on the product sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

The parties agree that prior to instituting any suit in a court of law, that the parties will mediate any dispute involving the repairs requested to this vehicle pursuant to Chapter 151 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties agree to binding arbitration under AAA Consumer-Related Dispute Rules.

<b>TOTALS</b>					
CASH [ ] CHECK NO [ ] AMEX [ ]			TOTAL LABOR	150.00	
VISA [ ] DISCOVER [ ] MASTER CD [ ]			TOTAL PARTS	458.82	
			TOTAL SERVICE	0.00	
			TOTAL TAX	0.00	
			TOTAL MISC CHG	0.00	
			TOTAL MISC GFT	0.00	
			TOTAL TAX	0.00	
			<b>TOTAL INVOICE \$</b>	<b>608.82</b>	

Las partes acuerdan que previo a entablar cualquier demanda en una corte de ley. Que las partes mediaran cualquier disputa concerniente a las reparaciones solicitadas a este vehiculo conforme al Capitulo 151 del Código de Prácticas y Remedios Civiles de Texas y en caso que tal mediación resulte en fracaso las partes entonces aceptan el arbitraje vinculante bajo las Reglas de Disputas Relacionadas al Consumidor AAA.

IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT ME PERSONALLY AT 281-319-9682

HAVE A GREAT DAY!

LORENA BARKER  
SERVICE MANAGER

By execution hereof, notwithstanding potential inclusion on the national "do not call list" buyer specifically authorizes dealer or a dealers representative to contact buyer by telephone or other means to make inquiry concerning customer satisfaction issues surrounding the sales or service experience.

CUSTOMER SIGNATURE

Por la ejecución de este documento, a pesar de inclusión potencial en el Registro Nacional "No Llamado" o en "Las Listas para Evitar Llamadas" en Texas, comprador autoriza específicamente el contacto o a un representante de comerciantes a contactar a comprador por teléfono o otros medios para hacer la indagación con respecto a los asuntos de la satisfacción del cliente que rodean la experiencia de ventas o servicio.

# Invoice



Page 1/1  
Invoice 02539  
Date 3/21/2022

**Harris County Emergency Corps**  
2800 Aldine Bender Road  
Houston TX 77032

**Bill To:** Harris County ESD#1  
2800 Aldine Bender Rd  
Houston Texas 77032

**Ship To:** Harris County ESD#1  
2800 Aldine Bender Rd  
Houston Texas 77032

Purchase Order No.		Customer ID		Salesperson ID		Payment Terms	Req Ship Date	Master No.
		H0001				Due on Receipt	3/21/2022	2,444
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Equipment		\$0.00	\$7,382.00	\$7,382.00
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Vehicle Bumper Center Sectio		\$0.00	\$475.00	\$475.00
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Heavy Duty Telescoping Pole		\$0.00	\$140.00	\$140.00
1.00	1.00	0.00	WIP ITEMS	Shop 244_D90 Flashers, Coverplate		\$0.00	\$1,194.00	\$1,194.00

Subtotal \$9,191.00  
Misc \$0.00  
Tax \$0.00  
Freight \$0.00  
Trade Discount \$0.00  
Total \$9,191.00



Siddons-Martin Emergency Group  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #: (281) 219-2560

Invoice Number: 2411096



Ticket Date: 9/28/2021  
 Cashed Out Date: 2/28/2022 - 5:07 PM  
 Parts Employee: (A07Z) Brandon Truesdale

Remit To: PO Box 679827 Dallas Tx, 75267-9827

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

Ship To: S0637  
 004-67040-MA  
 D90 Expedition equipment  
 PO000252

Part #	Description	Drop Shipped	Qty
EB2SP3JX	LEGACY WCX 54" D/E/D/E PROMO	<input type="checkbox"/>	1.00
STPKT60	WHELEN LIGHTBAR STRAP KIT #60	<input type="checkbox"/>	1.00
C399	CENCOM CORE WCX CONTROL CENTER	<input type="checkbox"/>	1.00
SA315U	SA315U SPEAKER, BLACK PLASTIC	<input type="checkbox"/>	2.00
SAKI	SA-315 MOUNT KIT UNIVERSAL	<input type="checkbox"/>	2.00
...	LIGHTBAR CORE PACKAGE	<input type="checkbox"/>	0.00
BK2019EPD18	PB450L4 WITH WHELEN IONS	<input type="checkbox"/>	1.00
...	ALL 4 I2JS	<input type="checkbox"/>	0.00
LINSV2R	SURFACE MT LINZ V-SERIES RED	<input type="checkbox"/>	1.00
LINSV2B	SURFACE MT LINZ V-SERIES BLUE	<input type="checkbox"/>	1.00
LSVBKT47	LINSV MIRROR MT KIT F-150	<input type="checkbox"/>	1.00
...	MIRROR LIGHTS	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	6.00
...	RUNNING BAORD LIGHTS	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	4.00
...	REAR SIDE WINDOW	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	4.00
...	REAR SPOILER	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	2.00
...	REAR LP	<input type="checkbox"/>	0.00
TLMIR	MINI ION T-SERIES LIGHT RED	<input type="checkbox"/>	1.00
TLMIB	MINI ION T-SERIES LIGHT BLUE	<input type="checkbox"/>	1.00

Pay Type	CC #	Amount				
OA		\$7,382.00	Parts Total:	\$7,102.00	Discount Total:	\$0.00
			Core Total:	\$0.00	Ext Price:	\$7,382.00
			Freight Total:	\$280.00	Sales Tax:	\$0.00
			Sublet Total:	\$0.00	Total:	\$7,382.00
			Labor Total:	\$0.00	Deposits:	\$0.00
			Other Charges:	\$0.00	<b>Amount Due:</b>	<b>\$7,382.00</b>
			Shop Supplies:	\$0.00		
			Sub Total:	\$7,382.00		

Signature: \_\_\_\_\_  
 I AGREE TO PAY THE ABOVE TOTAL AMOUNT  
 Cashed Out By: (A079) Celeste Petit  
 Cash Out Date: 2/28/2022  
 Cash Drawer: A079

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**Siddons-Martin Emergency Group**  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #: (281) 219-2560

**Invoice Number:** 2411096



**Ticket Date:** 9/28/2021  
**Cashed Out Date:** 2/28/2022 - 5:07 PM  
**Parts Employee:** (A077) Brandon Truesdale

**Remit To:** PO Box 679827 Dallas Tx. 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

**Ship To:**

...	BOTTOM OF HATCH	<input type="checkbox"/>	0.00
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	<input type="checkbox"/>	1.00
...	WORKLIGHT FOR HATCH	<input type="checkbox"/>	0.00
FRT	FREIGHT	<input type="checkbox"/>	1.00
CEXAMP	WeCanX EXTERNAL AMPLIFIER	<input type="checkbox"/>	1.00

Pay Type	CC #	Amount				
OA		\$7,382.00	Parts Total:	\$7,102.00	Discount Total:	\$0.00
Signature: _____			Core Total:	\$0.00	Ext Price:	\$7,382.00
I AGREE TO PAY THE ABOVE TOTAL AMOUNT			Freight Total:	\$280.00	Sales Tax:	\$0.00
Cashed Out By: (A079) Celeste Petit			Sublet Total:	\$0.00	Total:	\$7,382.00
Cash Out Date: 2/28/2022			Labor Total:	\$0.00	Deposits:	\$0.00
Cash Drawer: A079			Other Charges:	\$0.00	<b>Amount Due:</b>	<b>\$7,382.00</b>
			Shop Supplies:	\$0.00		
			Sub Total:	\$7,382.00		

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## Mayra Cardenas

---

**From:** Willie Sanders  
**Sent:** Wednesday, March 23, 2022 4:43 PM  
**To:** Mayra Cardenas  
**Subject:** RE: Siddons invoices

Approved. The 7K one, there should already be a PO for as this was equipment for new d90 expedition.

**From:** Mayra Cardenas  
**Sent:** Wednesday, March 23, 2022 3:38 PM  
**To:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Subject:** Siddons invoices

Please see the attached invoice for your review and approval. If the purchase is related to a specific job or unit please be sure to specify to ensure proper accounting placement of expense.

Thanks!  
Accounts Payable Coordinator [ap@hcec.com](mailto:ap@hcec.com)



# Purchase Order



Page 1/2  
 Purchase Order  
 Purchase Order No. PO000252  
 Date 9/28/2021  
 Exchange Rate 0.0000000

**Harris County Emergency Corps**  
 2800 Aldine Bender Road  
 Houston TX 77032

**Vendor:** Siddons-Martin Emergency Group  
 14233 Interdrive West  
 Houston TX 77032

**Ship To:** Harris County Emergency Corps  
 2800 Aldine Bender  
 Houston TX 77032

Contract Number:	Payment Terms	Confirm With	Shipping Method
	Net 30		

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
	Shipping Method	Reference Number	FOB				
1	EB2SP3JX	LEGACY WCX 54" D/E/D/E PROMO	9/28/2021	Each	1.00	\$6,632.00	\$6,632.00
2	STPKT60	WHELEN LIGHTBAR STRAP KIT #60	9/28/2021	Each	1.00	\$0.00	\$0.00
3	C399	CENCOM CORE WCX CONTROL CENTER	9/28/2021	Each	1.00	\$0.00	\$0.00
4	SA315U	SA315U SPEAKER, BLACK PLASTIC	9/28/2021	Each	2.00	\$0.00	\$0.00
5	SAK1	SA-315 MOUNT KIT UNIVERSAL	9/28/2021	Each	2.00	\$0.00	\$0.00
6	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	9/28/2021	Each	1.00	\$0.00	\$0.00
7	...	LIGHTBAR CORE PACKAGE	9/28/2021	Each	0.00	\$0.00	\$0.00
8	BK2019EPD18	PB450L4 WITH WHELEN IONS	9/28/2021	Each	1.00	\$0.00	\$0.00
9	LINSV2R	SURFACE MT LINZ V-SERIES RED	9/28/2021	Each	1.00	\$0.00	\$0.00
10	LINSV2B	SURFACE MT LINZ V-SERIES BLUE	9/28/2021	Each	1.00	\$0.00	\$0.00
11	LSVBKT47	LINSV MIRROR MT KIT F-150	9/28/2021	Each	1.00	\$0.00	\$0.00
12	...	MIRROR LIGHTS	9/28/2021	Each	0.00	\$0.00	\$0.00
13	I2J	DUO LINEAR ION RED/BLUE BLK	9/28/2021	Each	6.00	\$0.00	\$0.00
14	...	RUNNING BOARD LIGHTS	9/28/2021	Each	0.00	\$0.00	\$0.00
15	I2J	DUO LINEAR ION RED/BLUE BLK REAR SIDE WI	9/28/2021	Each	4.00	\$0.00	\$0.00
16	I2J	DUO LINEAR ION RED/BLUE BLK REAR SPOILER	9/28/2021	Each	4.00	\$0.00	\$0.00
17	I2J	DUO LINEAR ION RED/BLUE BLK REAR LP	9/28/2021	Each	2.00	\$0.00	\$0.00
18	TLMIR	MINI ION T-SERIES LIGHT RED	9/28/2021	Each	1.00	\$0.00	\$0.00

# Purchase Order



Page 2/2  
 Purchase Order  
 Purchase Order No. P0000252  
 Date 9/28/2021  
 Exchange Rate 0.0000000

<b>Contract Number:</b>	<b>Payment Terms</b>	<b>Confirm With</b>	<b>Shipping Method</b>
	Net 30		

L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price
	Shipping Method	Reference Number	FOB				

Subtotal	\$6,632.00
Trade Discount	\$0.00
Freight	\$250.00
Miscellaneous	\$0.00
Tax	\$0.00
Order Total	\$6,882.00
Prepayment	\$0.00

\_\_\_\_\_  
 Authorized Signature



**Siddons-Martin Emergency Group**  
**1364 E Richey Rd**  
**Houston TX USA 77073**  
**Phone #:(281) 219-1920**  
**Fax #: (281) 219-2560**

**Estimate Number:** 2411096



**Ticket Date:** 9/28/2021  
**Cashed Out Date:**  
**Parts Employee:** (A07Z) Brandon Truesdale

**Remit To:** PO Box 679827 Dallas Tx, 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

**Ship To:**

Part #	Description	Drop Shipped	Qty
EB2SP3JX	LEGACY WCX 54" D/E/D/E PROMO	<input type="checkbox"/>	1.00
STPKT60	WHELEN LIGHTBAR STRAP KIT #60	<input type="checkbox"/>	1.00
C399	CENCOM CORE WCX CONTROL CENTER	<input type="checkbox"/>	1.00
SA315U	SA315U SPEAKER, BLACK PLASTIC	<input type="checkbox"/>	2.00
SAK1	SA-315 MOUNT KIT UNIVERSAL	<input type="checkbox"/>	2.00
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	<input type="checkbox"/>	1.00
...	LIGHTBAR CORE PACKAGE	<input type="checkbox"/>	0.00
BK2019EPD18	PB450L4 WITH WHELEN IONS	<input type="checkbox"/>	1.00
...	ALL 4 I2J'S	<input type="checkbox"/>	0.00
LNSV2R	SURFACE MT LINZ V-SERIES RED	<input type="checkbox"/>	1.00
LNSV2B	SURFACE MT LINZ V-SERIES BLUE	<input type="checkbox"/>	1.00
LSVBKT47	LINSV MIRROR MT KIT F-150	<input type="checkbox"/>	1.00
...	MIRROR LIGHTS	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	6.00
...	RUNNING BAORD LIGHTS	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	4.00
...	REAR SIDE WINDOW	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	4.00
...	REAR SPOILER	<input type="checkbox"/>	0.00
I2J	DUO LINEAR ION RED/BLUE BLK	<input type="checkbox"/>	2.00
...	REAR LP	<input type="checkbox"/>	0.00
TLMIR	MINI ION T-SERIES LIGHT RED	<input type="checkbox"/>	1.00

Pay Type	CC #	Amount		
Signature: _____			Parts Total:	\$6,632.00
Cashed Out By: _____			Core Total:	\$0.00
Cash Out Date: _____			Freight Total:	\$250.00
Cash Drawer: _____			Sublet Total:	\$0.00
			Labor Total:	\$0.00
			Other Charges:	\$0.00
			Shop Supplies:	\$0.00
			Sub Total:	\$6,882.00
			Discount Total:	\$0.00
			Ext Price:	\$6,882.00
			Sales Tax:	\$0.00
			Total:	\$6,882.00
			Deposits:	\$0.00
			<b>Amount Due:</b>	<b>\$6,882.00</b>
			Amt Tendered:	\$0.00
			Chg Returned:	\$0.00

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**Siddons-Martin Emergency Group**  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #: (281) 219-2560

**Estimate Number:** 2411096



**Ticket Date:** 9/28/2021  
**Cashed Out Date:**  
**Parts Employee:** (A07Z) Brandon Truesdale

**Remit To:** PO Box 679827 Dallas Tx, 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

**Ship To:**

TLMIB	MINI ION T-SERIES LIGHT BLUE	<input type="checkbox"/>	1.00
...	BOTTOM OF HATCH	<input type="checkbox"/>	0.00
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	<input type="checkbox"/>	1.00
...	WORKLIGHT FOR HATCH	<input type="checkbox"/>	0.00
FRT	FREIGHT	<input type="checkbox"/>	1.00
AOP	CREDIT FOR SPOTLIGHT	<input type="checkbox"/>	1.00
CEXAMP	WeCanX EXTERNAL AMPLIFIER	<input type="checkbox"/>	1.00

<u>Pay Type</u>	<u>CC #</u>	<u>Amount</u>				
Signature: _____			Parts Total:	\$6,632.00	Discount Total:	\$0.00
Cashed Out By:			Core Total:	\$0.00	Ext Price:	\$6,882.00
Cash Out Date:			Freight Total:	\$250.00	Sales Tax:	\$0.00
Cash Drawer:			Sublet Total:	\$0.00	Total:	\$6,882.00
			Labor Total:	\$0.00	Deposits:	\$0.00
			Other Charges:	\$0.00	<b>Amount Due:</b>	<b>\$6,882.00</b>
			Shop Supplies:	\$0.00	Amt Tendered:	\$0.00
			Sub Total:	\$6,882.00	Chg Returned:	\$0.00

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**From:** [Willie Sanders](#)  
**To:** [Accounts Payable](#)  
**Subject:** FW: Expedition  
**Date:** Tuesday, September 28, 2021 4:17:36 PM  
**Attachments:** [HCESD1-EXPEDITION EQUIPMENT--REVISED.pdf](#)

---

I need a PO for this please. This is equipment for new D901 vehicle. This will be billed to ESD-1.

**From:** Brandon Truesdale [mailto:[btruesdale@siddons-martin.com](mailto:btruesdale@siddons-martin.com)]  
**Sent:** Tuesday, September 28, 2021 2:45 PM  
**To:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Cc:** Daniel Aue <[daue@siddons-martin.com](mailto:daue@siddons-martin.com)>  
**Subject:** RE: Expedition

**CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.**

Please see attached. I added the second speaker, bracket, and dual tone amp.

Thanks,  
B. Truesdale  
832-795-2040

**From:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Sent:** Tuesday, September 28, 2021 1:25 PM  
**To:** Brandon Truesdale <[btruesdale@siddons-martin.com](mailto:btruesdale@siddons-martin.com)>  
**Subject:** Re: Expedition

**\*\*This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding\*\***

Yes that would be great

Willie Sanders  
Sent from my iPhone

On Sep 28, 2021, at 1:04 PM, Brandon Truesdale <[btruesdale@siddons-martin.com](mailto:btruesdale@siddons-martin.com)> wrote:

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I can, do you want to add the dual tone amplifier?

Thanks,  
B. Truesdale  
832-795-2040

**From:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Sent:** Tuesday, September 28, 2021 11:27 AM  
**To:** Brandon Truesdale <[btruesdale@siddons-martin.com](mailto:btruesdale@siddons-martin.com)>  
**Subject:** RE: Expedition

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We use two siren speakers. Can you add one more and an additional bracket.

**From:** Brandon Truesdale [<mailto:btruesdale@siddons-martin.com>]  
**Sent:** Tuesday, September 28, 2021 11:06 AM  
**To:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Cc:** Daniel Aue <[daue@siddons-martin.com](mailto:daue@siddons-martin.com)>  
**Subject:** Expedition

**\*\* External EMail Warning \*\***

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**CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.**

Good Morning!

Please see attached. There are some notes below as well.

- I have everything in stock except for the bumper.
  - Whelen does not have a mirror light bracket for the expedition. I included the ones for the F-150, I think they will work. If not, we will work something out.
  - The credit for the spotlight is included on this ticket.
- Please check over everything and let me know if you want to get everything processed.

**Let me know if there are any questions.**

Respectfully,

**Brandon Truesdale  
EVS Sales**



**1364 E Richey  
Houston, TX 77073  
Office: 281/892-0485 -- Cell: 832/795-2040  
Fax: 281/219-2560  
Email: [btruesdale@siddons-martin.com](mailto:btruesdale@siddons-martin.com)  
[www.siddons-martin.com](http://www.siddons-martin.com)**

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Siddons-Martin Emergency Group  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #:(281) 219-2560

Invoice Number: 2411718



Ticket Date: 1/5/2022  
 Cashed Out Date: 2/27/2022 - 7:52 PM  
 Parts Employee: (A07Z) Brandon Truesdale

Remit To: PO Box 679827 Dallas Tx, 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

Ship To: S0637  
 004-67040-MA

Part #	Description	Drop Shipped	Qty
38737	Push Bumper - Center Section Only	<input type="checkbox"/>	1.00
FRT	FREIGHT	<input type="checkbox"/>	1.00

Pay Type	CC #	Amount				
OA		\$475.00	Parts Total:	\$340.00	Discount Total:	\$0.00
Signature: _____			Core Total:	\$0.00	Ext Price:	\$475.00
I AGREE TO PAY THE ABOVE TOTAL AMOUNT			Freight Total:	\$135.00	Sales Tax:	\$0.00
Cashed Out By: (A079) Celeste Petit			Sublet Total:	\$0.00	Total:	\$475.00
Cash Out Date: 2/27/2022			Labor Total:	\$0.00	Deposits:	\$0.00
Cash Drawer: A079			Other Charges:	\$0.00	Amount Due:	\$475.00
			Shop Supplies:	\$0.00		
			Sub Total:	\$475.00		

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!



## Mayra Cardenas

---

**From:** Willie Sanders  
**Sent:** Wednesday, March 23, 2022 4:43 PM  
**To:** Mayra Cardenas  
**Subject:** RE: Siddons invoices

Approved. The 7K one, there should already be a PO for as this was equipment for new d90 expedition.

**From:** Mayra Cardenas  
**Sent:** Wednesday, March 23, 2022 3:38 PM  
**To:** Willie Sanders <[tsanders@hcec.com](mailto:tsanders@hcec.com)>  
**Subject:** Siddons invoices

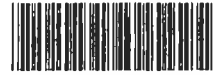
Please see the attached invoice for your review and approval. If the purchase is related to a specific job or unit please be sure to specify to ensure proper accounting placement of expense.

Thanks!  
Accounts Payable Coordinator [ap@hcec.com](mailto:ap@hcec.com)



**Siddons-Martin Emergency Group**  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #: (281) 219-2560

**Invoice Number:** 2411851  
**Ticket Date:** 1/26/2022  
**Cashed Out Date:** 2/27/2022 - 7:54 PM  
**Parts Employee:** (A07Z) Brandon Truesdale



**Remit To:** PO Box 679827 Dallas Tx, 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

**Ship To:**  
 S0637  
 004-67040-MA

PO #: 1

Part #	Description	Drop Shipped	Qty
C-HDM-204	8.5" Heavy Duty Telescoping Pole, s	<input type="checkbox"/>	1.00
...	PICKED UP	<input type="checkbox"/>	0.00

Pay Type	CC #	Amount				
OA		\$140.00	Parts Total:	\$140.00	Discount Total:	\$0.00
Signature: _____			Core Total:	\$0.00	Ext Price:	\$140.00
I AGREE TO PAY THE ABOVE TOTAL AMOUNT			Freight Total:	\$0.00	Sales Tax:	\$0.00
Cashed Out By: (A079) Celeste Petit			Sublet Total:	\$0.00	Total:	\$140.00
Cash Out Date: 2/27/2022			Labor Total:	\$0.00	Deposits:	\$0.00
Cash Drawer: A079			Other Charges:	\$0.00	<b>Amount Due:</b>	<b>\$140.00</b>
			Shop Supplies:	\$0.00		
			Sub Total:	\$140.00		

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

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Accounts Payable Coordinator [ap@hcec.com](mailto:ap@hcec.com)



Siddons-Martin Emergency Group  
 1364 E Richey Rd  
 Houston TX USA 77073  
 Phone #:(281) 219-1920  
 Fax #:(281) 219-2560

Invoice Number: 2411965



Ticket Date: 2/15/2022  
 Cashed Out Date: 2/27/2022 - 7:55 PM  
 Parts Employee: (A07Z.) Brandon Truesdale

Remit To: PO Box 679827 Dallas Tx. 75267-9827

Harris County ESD #1  
 2800 Aldine Bender Rd  
 Houston TX 77032

1237797 Work: (281) 416-8571 Fax: (281) 227-3335

Ship To:

S0637  
 004-67040-MA

Part #	Description	Drop Shipped	Qty
...	PCP2B O/S	<input type="checkbox"/>	1.00
M6BC	M6 LED FLASHER BLU W/CLR LENS	<input type="checkbox"/>	1.00
...	PICKED UP	<input type="checkbox"/>	0.00
01-04178695840	KIT, HARDWARE #584	<input type="checkbox"/>	10.00
11-286137-003A	COVER PLATE, RECESSED MT DUAL	<input type="checkbox"/>	1.00
FRT	FREIGHT	<input type="checkbox"/>	1.00

Pay Type	CC #	Amount				
OA		\$1,194.00	Parts Total:	\$1,174.00	Discount Total:	\$0.00
Signature: _____			Core Total:	\$0.00	Ext Price:	\$1,194.00
I AGREE TO PAY THE ABOVE TOTAL AMOUNT			Freight Total:	\$20.00	Sales Tax:	\$0.00
Cashed Out By: (A079) Celeste Petit			Sublet Total:	\$0.00	Total:	\$1,194.00
Cash Out Date: 2/27/2022			Labor Total:	\$0.00	Deposits:	\$0.00
Cash Drawer: A079			Other Charges:	\$0.00	Amount Due:	\$1,194.00
			Shop Supplies:	\$0.00		
			Sub Total:	\$1,194.00		

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

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**Subject:** Siddons invoices

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Thanks!  
Accounts Payable Coordinator [ap@hcec.com](mailto:ap@hcec.com)

## Amro Darwish

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**From:** Keir Vernon  
**Sent:** Friday, March 25, 2022 4:27 PM  
**To:** Amro Darwish  
**Cc:** Mayra Cardenas  
**Subject:** RE: 03.21.22 Siddons\_2411965\_1194.00.pdf

So.. after talking with Willie today, 244 was "started" in Sept of 2021 and the graphics package was put on in Sept or Oct. Some of the IT / Lighting and other components did not arrive until early 2022 for installation and Shop 244 went inservice in the district in Feb.

We have another Supv / D90 Expedition on order. Willie did like the light package and other configurations of 244, so he started ordering components for 245 even though we don't have an ETA for its delivery yet. He cannot confirm if the 4 invoices in the AP batch are truly for 244 or possibly for 245.. Can you please review the WIP / invoices received from Siddons Martin to date and see if we have another set of invoices similar to those in this weeks batch so we can determine which vehicle these four invoices are for?

If they are truly for 244 and were not included in the original invoice to Melissa, we should send them over and ask for reimbursement as they are part of the WIP and accessory package for the vehicle to be "road ready".

When Willie gets an expected delivery date for 245, he will make sure to let us know.

Keir

**From:** Amro Darwish <amro.darwish@hcec.com>  
**Sent:** Thursday, March 24, 2022 4:36 PM  
**To:** Keir Vernon <kvernon@hcec.com>  
**Subject:** RE: 03.21.22 Siddons\_2411965\_1194.00.pdf

She accounted for this differently. So, I am open to whatever you guys decide.

## Amro Darwish

**From:** Keir Vernon  
**Sent:** Thursday, March 24, 2022 4:35 PM  
**To:** Amro Darwish <amro.darwish@hcec.com>  
**Subject:** RE: 03.21.22 Siddons\_2411965\_1194.00.pdf

We typically invoice them as a bundle when all expenses have been processed..Since these are still part of the inservice cost, and is roughly \$9100 I think we should send these over to her..

Keir

**From:** Amro Darwish <amro.darwish@hcec.com>  
**Sent:** Thursday, March 24, 2022 8:54 AM  
**To:** Keir Vernon <kvernon@hcec.com>; Mayra Cardenas <mayra.cardenas@hcec.com>  
**Subject:** RE: 03.21.22 Siddons\_2411965\_1194.00.pdf

Good Morning,

Here is the Reply from Melissa earlier this week concerning this vehicle:

*I'm going to push it back to the in service date I have for the vehicle in 2021. It wouldn't make sense to separate the accessories from the vehicle. So I'll have the payable for 2021 to you. It makes sense the date reasoning behind Jeremy's date to me.*

*Melissa Morton, CPA  
The Morton Accounting Services*

Given this response, as these are dated in March, this would be an expense. However, if you'd like to reach out to Melissa and seek reimbursement, that could be arranged. Since it is in service since last year, as per her books, HCEC technically pays for anything after in service date. Thanks

## **Amro Darwish**

**From:** Keir Vernon  
**Sent:** Wednesday, March 23, 2022 7:27 PM  
**To:** Mayra Cardenas <[mayra.cardenas@hcec.com](mailto:mayra.cardenas@hcec.com)>  
**Cc:** Amro Darwish <[amro.darwish@hcec.com](mailto:amro.darwish@hcec.com)>  
**Subject:** 03.21.22 Siddons\_2411965\_1194.00.pdf

Shouldn't this go in the WIP for the new vehicle?

Harris County Emergency Corps  
 2800 Aldine Bender Road  
 Houston TX 77032

Invoice	02608
Date	5/31/2022
Page	1

**Bill To:**

Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

**Ship To:**

Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		H0001			Due on Receipt	5/31/2022	2,513
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1.00	1.00	0.00	911 SERVICES	2164 Responses x \$984.21 - IMX \$406,577	\$0.00	\$1,723,253.00	\$1,723,253.00
1.00	1.00	0.00	LEASE PAYMENTS	Lease payments to ESD1 Bldg/Eq	\$0.00	-\$45,553.00	-\$45,553.00
1.00	1.00	0.00	LEASE AMBULANCES	Lease Payments ESD1 ambulances	\$0.00	-\$7,000.00	-\$7,000.00

<b>Subtotal</b>	\$1,670,700.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Total</b>	\$1,670,700.00







# INVOICE

## OAK Interactive, LLC

1819 Blue Water Bay Dr., Katy, TX 77494,  
UNITED STATES

info@oakinteractive.com; Website:  
www.oakinteractive.com

**Invoice No#:** 13255  
**Invoice Date:** May 31, 2022  
**Reference:** Creative Services  
**Due Date:** Jun 30, 2022

**\$450.00**  
**AMOUNT DUE**

### BILL TO

HCESD-1.org  
Melissa Morton  
2800 Aldine Bender Rd., Houston, TX  
77032, UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Website Maintenance HCESD-1.org - May	1	\$450.00	\$450.00

Subtotal \$450.00

**TOTAL \$450.00 USD**

### NOTES TO CUSTOMER

May, 2021 - Kindly Remit to: OAK Interactive, LLC  
1819 Blue Water Bay Dr., Katy, TX 77494

THANK YOU FOR YOUR BUSINESS!

### TERMS AND CONDITIONS

Net 30 - Interest accrued at 2% per month, thereafter. Make checks payable to: OAK Interactive, LLC or pay via Credit Card with a 4% processing fee. Sales Tax applied to:

- Website Maintenance
- Website Design & Development
- Hard Cost for production items

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# RBAP

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RADCLIFFE  
BOBBITT  
ADAMS  
POLLEY

America Tower  
2929 Allen Parkway, Suite 3450  
Houston, Texas 77019  
(713) 237-1221  
www.rbapl.com

Harris County ESD No. 1  
c/o The Morton Accounting Services  
1125 Cypress Station Drive, Building H-4  
Houston, Texas 77090

June 14, 2022

Client No.: 1850.0000  
Invoice No.: 214717

**Attention:**

**RE:** Elections

DATE	DESCRIPTION	HOURS	AMOUNT	
May-10-22	Review upcoming meeting matters; office conference with R.D. Rodriguez regarding same.	0.25	47.50	EMB
May-18-22	Review and revise 5/31/22 supplemental agenda; office conference with R.D. Rodriguez regarding same.	0.25	68.75	RDA
	Prepare 5/31/22 agenda and new Commissioner documents; revise 5/31/22 agenda.	1.25	150.00	RDR
May-21-22	Review and revise new Commissioner documents.	0.25	68.75	RDA
May-23-22	Further review and revise 5/31/22 supplemental agenda; office conference with R.D. Rodriguez regarding same.	0.25	68.75	RDA
	Revise and finalize Affidavits of Commissioner; scan and profile executed 5/31/22 agenda.	0.75	90.00	RDR
May-24-22	Transmit executed 5/31/22 supplemental agenda to J. Hyde for posting.	0.25	30.00	RDR

May-26-22	Prepare Certificates of Election; prepare execution copies of Commissioner documents; prepare 5/26/22 meeting file; office conference with E. Barner regarding same.	0.75	90.00	RDR
May-31-22	Prepare for, travel to/from and attend 5/31/22 Board meeting; notarize election documents; office conference with R.D. Rodriguez regarding same.	2.00	380.00	EMB
Jun-14-22	General legislative and procedural preparation for the May 2022 election cycle; preparation of various form election documents, including notices, supplemental agendas, orders and resolutions and translations for same; staff office conferences regarding deadlines and calendars for May 2022 elections; various communications and meetings with Harris County in preparation for May 2022 elections; provide required notices regarding cancelled elections to Harris County Elections Administrator; handle preparation and posting of forms necessary for cancellation of May 2022 elections (notices/orders) and related translations; office conference with staff regarding same.		1,446.17	RDA
	Totals	6.00	\$2,439.92	

**DISBURSEMENTS**

Jun-14-22	Photocopies - Black & White	12.75	
	Miscellaneous election related expenses	115.76	
	Totals		\$128.51
	<b>Total Fee &amp; Disbursements</b>		<b>\$2,568.43</b>
	<b>Balance Now Due</b>		<b>\$2,629.03</b>



# Invoice

Date	Invoice #
5/31/2022	2315

<b>Bill To</b>
Harris County ESD #1 2800 Aldine Bender Rd Houston, TX 77032

Terms	Due Date
Net 30	6/30/2022

Served	Description	Hours	Rate	Amount
5/31/2022	May Financial Statements		2,750.00	2,750.00
5/31/2022	Additional Hours (Fixed asset management, meeting with board members for ACH approval for Prosperity, special reporting and additional meeting with board members)	10.4171	140.00	1,458.39
5/31/2022	Copies	19	0.29	5.51

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

<b>Total</b>	\$4,213.90
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,213.90



Professional Services Management Corp.

HOUSTON

3200 Wilcrest Drive

Suite 8100

Houston, TX 77042

(713) 316-4506

www.agcm.com

June 7<sup>th</sup>, 2022

Mr. Jeremy Hyde  
Executive Director  
Harris County Emergency Corps  
2800 Aldine Bender Rd.  
Houston, TX 77032

**APPROVED**  
Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote  
on 6-28-22 (Date)  
 President of ESD-1  
 Secretary of ESD-1

Re: HCESD #1 – RECOMMENDATION LETTER: Procure Phase 1 Environmental Services for Stations 93 & 96.  
Procure Asbestos Surveys for Stations 93 & 96.

AG|CM would like to recommend Alpha Testing for Phase 1 Environmental Services for Station 93 (7710 Fallbrook) and Station 96 (2947 Washington) and Asbestos Surveys for Stations 93 & 96. We make this recommendation based on several factors:

- Alpha Testing is a qualified Engineering Group with experience providing Phase 1 Environmental Services and Asbestos Survey Services for similar projects.
- AG|CM and Alpha Testing’s past experience working together on other commercial construction projects.
- Alpha Testing’s ability to provide Environmental, Geotechnical, and Construction Materials Testing without utilizing subcontractors.
- Demonstrates excellent communication and responsiveness to inquiries and correspondence.
- Cost proposals for Environmental Services and Asbestos Survey Services are reasonable for the scope of work requested.

The proposals for Environmental Services and Asbestos Survey Services are below. If you have any comments, questions, or concerns please feel free to ask. If approved, AG|CM will enter into agreement with Alpha Testing and submit proposal with a 10% fee markup for services rendered.

Sincerely,

Spencer Clark  
Business Development Manager  
(713) 842-0540  
[sclark@agcm.com](mailto:sclark@agcm.com)

June 2, 2022

**AG|CM, Inc.**  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: Proposal  
Phase I Environmental Site Assessment  
**Station 93**  
7710 Fallbrook Drive  
Houston, Texas  
ALPHA Proposal No. 89960

ALPHA TESTING, LLC (hereinafter "ALPHA") is hereby pleased to submit to **AG|CM, Inc. - Houston (hereinafter "Client")** the following proposal for a Phase I Environmental Site Assessment (ESA) on the project referenced above. The purpose of the Phase I ESA is to identify recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), and/or controlled recognized environmental conditions (CRECs) on the subject property in accordance with the 2021 American Society for Testing and Materials International standard practice for the performance of Phase I Environmental Site Assessments (ASTM E 1527-21). The U.S. Environmental Protection Agency (EPA) has endorsed this practice as satisfying the requirements of All Appropriate Inquiry (AAI). The proposed scope of services for the Phase I ESA is as follows:

1. Subject property reconnaissance and observation of adjoining properties and vicinity by a qualified person under the direct supervision of an ALPHA Environmental Professional;
2. Environmental and physical setting review to assess geologic, hydrogeologic, hydrologic and topographic characteristics of the subject property, and to determine potential pathways for the migration of contaminants including solids and liquids at the surface or subsurface, and vapor in the subsurface;
3. Review of site history/land use through city directory listings, historical aerial photographs, historical topographic maps, fire insurance maps (if ascertainable), local jurisdiction records, and personal interviews/questionnaires;
4. Review of regulatory agency records to identify and assess any listings of regulatory permits, registrations, or enforcement actions at the subject property, adjoining properties, or proximal sites (if necessary), through both a commercial database search and agency inquiries;
5. Interview with the User to obtain various User-required information about the subject property as required under the ASTM standard and the AAI rule;
6. Interviews with the Owner and Various Agencies to ascertain past and current uses of the subject property, adjoining properties or the surrounding area which may provide information about the subject property history and assist in identifying RECs, HRECs and CRECs;
7. Preparation of a report that describes all work performed and presents a discussion of the findings and conclusions.

In order to prepare the Phase I ESA, the Client should provide ALPHA with the following:

- Copies of available site plans, plots, and/or surveys;
- Current chain of ownership for the site (preferably dating back to 1940);
- Site contact information for site access;
- Owner contact information for interview and questionnaire; and,
- Completed User Questionnaire, which is attached to this proposal.

The User Questionnaire attached to this proposal will assist the User and the environmental professional (ALPHA) in gathering information that may be beneficial in identifying RECs in connection with the site. In order to facilitate



project completion, the User Questionnaire should be completed and returned to ALPHA at the time of proposal authorization. This User Questionnaire will be included in the Phase I ESA report and will assist in satisfying the "User Responsibilities" portion of the ASTM Standard. Incomplete or missing information could be considered a significant data gap and could result in a determination that AAI is not complete for the assessment.

In accordance with ASTM E 1527-21, it is the responsibility of the User of this report to confirm that there are not environmental liens or Activity and Use Limitations (AULs) filed for the subject property. Failure to obtain this information may preclude the User to qualify for certain liability protections. If an environmental lien or AUL search is not provided by the Client, ALHPA can provide a chain of title and/or environmental lien and AUL search using a third-party vendor for an additional fee. This fee is based on a search for one parcel and/or one owner and if multiple parcels or additional owners are required to be researched, ALPHA will contact the Client and will provide a separate proposal for these services.

The ASTM E 1527-21 standard indicates that if regulatory agency files are available for the site or adjoining properties, they should be reviewed and failure to do so may result in data gap. However, some regulatory agency files may not be available electronically, require fees to access, or are not ascertainable within the proposed project schedule. If regulatory agency files are identified and a file review appears warranted, ALPHA will contact the Client and will provide a separate proposal for these services. Additional fees may be warranted based on the accessibility and volume of information associated with these regulatory agency files.

The Phase I ESA Report will be prepared exclusively for the use of the Client and reliance under the attached "Terms and Conditions". Report reliance by any other party is prohibited without the written authorization by the Client and ALPHA. Reliance on the Phase I ESA Report by all authorized parties is subject to the terms, conditions, and limitations stated in ALPHA's attached "Terms and Conditions" and the final Phase I ESA Report. ALPHA may agree to extend reliance to additional parties for an **additional fee of \$400 per reliance entity**.

The Scope of Services as outlined in this proposal will be performed for the fee noted below:

Service	Fee	Initial
<b>Phase I Environmental Site Assessment - Lump Sum Fee (Report Completion Within Approximately Six (6) Weeks)</b>	<b>\$3,800.00</b>	
<b>Environmental Lien/AUL Search for \$150 (If not provided by the Client)</b>	<b>\$3,950.00</b>	
<b>Chain of Title and Environmental Lien/AUL Search for \$500 (If not provided by the Client)</b>	<b>\$4,300.00</b>	

ALPHA will provide an electronic pdf version of the complete final report will be sent by email **within approximately six (6) weeks from notice to proceed**. If you require printed copies of the final report, please make notation on the signature sheet. If more than two (2) printed copies are requested, an additional fee of \$50.00 per copy will be required.

Additional services (e.g., asbestos survey, lead-based paint evaluation/testing, mold assessment, radon testing, lead-in-drinking water testing, wetlands evaluation, threatened and endangered species evaluation, etc.) beyond the Phase I ESA will not be included as part of this assessment. Additional services can be provided upon request at an additional fee.

Client represents that it/he/she has full authority from the current landowner to engage ALPHA to perform this assessment. These professional services can be initiated immediately upon receiving a signed original or copy of this proposal as our official notice to proceed. If our research and site reconnaissance indicates additional work is appropriate, ALPHA will contact the Client immediately during the course of our assessment to advise the Client of the findings and associated recommendations for specific testing or sampling. Please advise ALPHA on additional time-sensitive requirements.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature,





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or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such "Terms and Conditions" shall be applied to the present Proposal and shall be fully binding upon Client. The "Terms and Conditions" are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

**ALPHA TESTING, LLC**

A handwritten signature in black ink, appearing to read "M. Nibert", written over the company name.

Michael Nibert, CHMM, C.E.M.  
Director of Environmental Services

Attachments:    User Provided Information  
                      ASTM E 1527-21 User Questionnaire  
                      Proposal Acceptance Form  
                      "Exhibit A" Terms and Conditions



A Universal Engineering Sciences Company

Geotechnical  
Construction Materials  
Environmental  
TBPELS Firm No. 813

6513 W. Little York Road  
Houston, Texas 77040

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

June 2, 2022

AG|CM, Inc. - Houston  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: User Provided Information  
Phase I Environmental Site Assessment  
**Station 93**  
7710 Fallbrook Drive  
Houston, Texas  
ALPHA Proposal No. 89960

Please provide the following information regarding the site assessment.

**Site Contact Information for  
Access to the Site:**

**Owner Contact information for Interview and  
Questionnaire (if different from Site Contact):**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_

In accordance with ASTM E 1527-21, the subject property owner, key site manager, and/or User shall provide the following documents (if available) prior to completing the site visit:

- Environmental site assessment reports
- Environmental site investigation reports
- Environmental compliance audit reports
- Environmental permits:
  - Solid waste disposal permits
  - Hazardous waste disposal permits
  - Wastewater permits
  - NPDES permits
  - Underground injection permits
- Registrations for underground and above-underground storage tanks
- Registrations for underground injection systems
- Safety data sheets
- Community right-to-know plan
- Safety plans including:
  - Preparedness and prevention plans
  - Spill prevention, countermeasure, and control plans
  - Facility response plans etc.
- Reports regarding hydrogeologic conditions on the property or surrounding area
- Reports regarding any self-directed or other cleanup activities conducted at the subject property
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- Hazardous waste generator notices or reports
- Geotechnical studies (Other than Alpha Studies)
- Risk assessment
- Recorded activity and use limitations (AULs)

Check here if no documents are available for the subject property



A Universal Engineering Sciences Company

Geotechnical  
Construction Materials  
Environmental  
TBPELS Firm No. 813

6513 W. Little York Road  
Houston, Texas 77040

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

June 2, 2022

AG|CM, Inc. - Houston  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: ASTM E 1527-21 User Questionnaire  
Phase I Environmental Site Assessment  
**Station 93**  
7710 Fallbrook Drive  
Houston, Texas  
ALPHA Proposal No. 89960

Please provide the following information (if available) to Alpha Testing, LLC (ALPHA) per the requirements of ASTM E 1527-21 and return via email.

**As the User of the Phase I Environmental Site Assessment (ESA), what is the reason for completing the Phase I ESA?** The ASTM E 1527-21 standard indicates that if this question is unanswered, ALPHA can assume that the reason the User is completing the Phase I ESA is to qualify for Landowner Liability Protections (LLPs) to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. Please indicate the reason for the Phase I ESA:

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**Property Title Records and Legal Description provided to ALPHA?**

Select one:  NO  YES

**50-Year Chain of Title provided to ALPHA?**

Select one:  NO  YES

Unless specifically included as an option to ALPHA's Scope of Services, an environmental liens or activity and use limitations (AULs) search using a third-party vendor will not be performed for the subject property. In accordance with ASTM E 1527-21, it is the responsibility of the User of to confirm that there are not environmental liens or AULs filed for the subject property. An environmental liens or AULs search can be provided by ALPHA for an additional fee upon request.

**Property Environmental Liens and AULs search provided to ALPHA?**

Select one:  Client Provided  ALPHA to Provide for additional fee (see proposal)

To qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the User must conduct the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The User should provide the following information to ALPHA (the environmental professional). Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.



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## ASTM E 1527-21 USER QUESTIONNAIRE

**1. Environmental liens that are filed or recorded against the subject property (40 C.F.R. § 312.25).**

Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state, or local law?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Activity and use limitations that are in place on the subject property or that have been filed or recorded against the subject property.**

Did a search of land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 C.F.R. § 312.28).**

Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 C.F.R. § 312.29).**

Does the purchase price being paid for this subject property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**5. Commonly known or reasonably ascertainable information about the subject property (40 C.F.R. § 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

a. Do you know the past uses of the subject property?

Select one:     NO                       YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Do you know of specific chemicals that are present or once were present at the subject property?

Select one:     NO                       YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Do you know of spills or other chemical releases that have taken place at the subject property?

Select one:     NO                       YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Do you know of any environmental cleanups that have taken place at the subject property?

Select one:     NO                       YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Commonly known or reasonably ascertainable information about the subject property (40 C.F.R. § 312.30)**

Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

Select one:     NO                       YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**7. Proceedings Involving the Subject Property.**

As the User, are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, at, or from the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the User, are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, at, or from the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the User, are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**User Questionnaire was completed by:**

Signature                    \_\_\_\_\_

Name of User                \_\_\_\_\_

Title                            \_\_\_\_\_

Date                             \_\_\_\_\_



**PROPOSAL ACCEPTANCE FORM**

Date: June 2, 2022

ALPHA Proposal No.: 89960

Project Name: Station 93

Project Location: 7710 Fallbrook Drive, Houston, Texas

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

\*\*\*\*\*REQUIRED INFORMATION\*\*\*\*\* (Must be completed in order to process)

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_  *Check box if same as above*

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Land Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St. Zip: \_\_\_\_\_

Project Legal Description: \_\_\_\_\_

Project County: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: \_\_\_\_\_  
Signature Title Date

PRINTED NAME: \_\_\_\_\_

**REPORT DISTRIBUTION**

FIRM	ADDRESS	CITY	STATE	ZIP	# OF COPIES**
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



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**“EXHIBIT A”**  
**Terms and Conditions**

**Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

**Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

**Section 3: Site Access and Conditions**

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

**Section 4: CLIENT’s Responsibility and Project Understanding**

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.**





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#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6: Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### **Section 7: Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### **Section 8: Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

#### **Section 9: Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

#### **Section 10: Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.



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### **Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

### **Section 12: Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

### **Section 13: Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

### **Section 14: Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

### **Section 15: Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



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#### **Section 16: Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

#### **Section 17: Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

#### **Section 18: Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18(c), whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

#### **Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



A Universal Engineering Sciences Company

Geotechnical  
Construction Materials  
Environmental  
TBPELS Firm No. 813

6513 W. Little York Road  
Houston, Texas 77040

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

June 2, 2022

**AG|CM, Inc.**  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: Proposal  
Phase I Environmental Site Assessment  
**Station 96**  
2947 Washington Drive  
Houston, Texas  
ALPHA Proposal No. 89958

ALPHA TESTING, LLC (hereinafter "ALPHA") is hereby pleased to submit to **AG|CM, Inc. - Houston (hereinafter "Client")** the following proposal for a Phase I Environmental Site Assessment (ESA) on the project referenced above. The purpose of the Phase I ESA is to identify recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), and/or controlled recognized environmental conditions (CRECs) on the subject property in accordance with the 2021 American Society for Testing and Materials International standard practice for the performance of Phase I Environmental Site Assessments (ASTM E 1527-21). The U.S. Environmental Protection Agency (EPA) has endorsed this practice as satisfying the requirements of All Appropriate Inquiry (AAI). The proposed scope of services for the Phase I ESA is as follows:

1. Subject property reconnaissance and observation of adjoining properties and vicinity by a qualified person under the direct supervision of an ALPHA Environmental Professional;
2. Environmental and physical setting review to assess geologic, hydrogeologic, hydrologic and topographic characteristics of the subject property, and to determine potential pathways for the migration of contaminants including solids and liquids at the surface or subsurface, and vapor in the subsurface;
3. Review of site history/land use through city directory listings, historical aerial photographs, historical topographic maps, fire insurance maps (if ascertainable), local jurisdiction records, and personal interviews/questionnaires;
4. Review of regulatory agency records to identify and assess any listings of regulatory permits, registrations, or enforcement actions at the subject property, adjoining properties, or proximal sites (if necessary), through both a commercial database search and agency inquiries;
5. Interview with the User to obtain various User-required information about the subject property as required under the ASTM standard and the AAI rule;
6. Interviews with the Owner and Various Agencies to ascertain past and current uses of the subject property, adjoining properties or the surrounding area which may provide information about the subject property history and assist in identifying RECs, HRECs and CRECs;
7. Preparation of a report that describes all work performed and presents a discussion of the findings and conclusions.

In order to prepare the Phase I ESA, the Client should provide ALPHA with the following:

- Copies of available site plans, plots, and/or surveys;
- Current chain of ownership for the site (preferably dating back to 1940);
- Site contact information for site access;
- Owner contact information for interview and questionnaire; and,
- Completed User Questionnaire, which is attached to this proposal.



The User Questionnaire attached to this proposal will assist the User and the environmental professional (ALPHA) in gathering information that may be beneficial in identifying RECs in connection with the site. In order to facilitate project completion, the User Questionnaire should be completed and returned to ALPHA at the time of proposal authorization. This User Questionnaire will be included in the Phase I ESA report and will assist in satisfying the "User Responsibilities" portion of the ASTM Standard. Incomplete or missing information could be considered a significant data gap and could result in a determination that AAI is not complete for the assessment.

In accordance with ASTM E 1527-21, it is the responsibility of the User of this report to confirm that there are not environmental liens or Activity and Use Limitations (AULs) filed for the subject property. Failure to obtain this information may preclude the User to qualify for certain liability protections. If an environmental lien or AUL search is not provided by the Client, ALPHA can provide a chain of title and/or environmental lien and AUL search using a third-party vendor for an additional fee. This fee is based on a search for one parcel and/or one owner and if multiple parcels or additional owners are required to be researched, ALPHA will contact the Client and will provide a separate proposal for these services.

The ASTM E 1527-21 standard indicates that if regulatory agency files are available for the site or adjoining properties, they should be reviewed and failure to do so may result in data gap. However, some regulatory agency files may not be available electronically, require fees to access, or are not ascertainable within the proposed project schedule. If regulatory agency files are identified and a file review appears warranted, ALPHA will contact the Client and will provide a separate proposal for these services. Additional fees may be warranted based on the accessibility and volume of information associated with these regulatory agency files.

The Phase I ESA Report will be prepared exclusively for the use of the Client and reliance under the attached "Terms and Conditions". Report reliance by any other party is prohibited without the written authorization by the Client and ALPHA. Reliance on the Phase I ESA Report by all authorized parties is subject to the terms, conditions, and limitations stated in ALPHA's attached "Terms and Conditions" and the final Phase I ESA Report. ALPHA may agree to extend reliance to additional parties for an **additional fee of \$400 per reliance entity**.

The Scope of Services as outlined in this proposal will be performed for the fee noted below:

Service	Fee	Initial
<b>Phase I Environmental Site Assessment - Lump Sum Fee (Report Completion Within Approximately Six (6) Weeks)</b>	<b>\$3,800.00</b>	
<b>Environmental Lien/AUL Search for \$150 (If not provided by the Client)</b>	<b>\$3,950.00</b>	
<b>Chain of Title and Environmental Lien/AUL Search for \$500 (If not provided by the Client)</b>	<b>\$4,300.00</b>	

ALPHA will provide an electronic pdf version of the complete final report will be sent by email **within approximately six (6) weeks from notice to proceed**. If you require printed copies of the final report, please make notation on the signature sheet. If more than two (2) printed copies are requested, an additional fee of \$50.00 per copy will be required.

Additional services (e.g., asbestos survey, lead-based paint evaluation/testing, mold assessment, radon testing, lead-in-drinking water testing, wetlands evaluation, threatened and endangered species evaluation, etc.) beyond the Phase I ESA will not be included as part of this assessment. Additional services can be provided upon request at an additional fee.

Client represents that it/he/she has full authority from the current landowner to engage ALPHA to perform this assessment. These professional services can be initiated immediately upon receiving a signed original or copy of this proposal as our official notice to proceed. If our research and site reconnaissance indicates additional work is appropriate, ALPHA will contact the Client immediately during the course of our assessment to advise the Client of the findings and associated recommendations for specific testing or sampling. Please advise ALPHA on additional time-sensitive requirements.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will



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consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such "Terms and Conditions" shall be applied to the present Proposal and shall be fully binding upon Client. The "Terms and Conditions" are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

**ALPHA TESTING, LLC**

A handwritten signature in black ink, appearing to read 'M. Nibert', written over a faint, illegible background.

Michael Nibert, CHMM, C.E.M.  
Director of Environmental Services

Attachments:    User Provided Information  
                      ASTM E 1527-21 User Questionnaire  
                      Proposal Acceptance Form  
                      "Exhibit A" Terms and Conditions



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6513 W. Little York Road  
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www.alphatesting.com

June 2, 2022

AG|CM, Inc. - Houston  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: User Provided Information  
Phase I Environmental Site Assessment  
**Station 96**  
2947 Washington Drive  
Houston, Texas  
ALPHA Proposal No. 89958

Please provide the following information regarding the site assessment.

**Site Contact Information for  
Access to the Site:**

**Owner Contact information for Interview and  
Questionnaire (if different from Site Contact):**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_

In accordance with ASTM E 1527-21, the subject property owner, key site manager, and/or User shall provide the following documents (if available) prior to completing the site visit:

- Environmental site assessment reports
- Environmental site investigation reports
- Environmental compliance audit reports
- Environmental permits:
  - Solid waste disposal permits
  - Hazardous waste disposal permits
  - Wastewater permits
  - NPDES permits
  - Underground injection permits
- Registrations for underground and above-underground storage tanks
- Registrations for underground injection systems
- Safety data sheets
- Community right-to-know plan
- Safety plans including:
  - Preparedness and prevention plans
  - Spill prevention, countermeasure, and control plans
  - Facility response plans etc.
- Reports regarding hydrogeologic conditions on the property or surrounding area
- Reports regarding any self-directed or other cleanup activities conducted at the subject property
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- Hazardous waste generator notices or reports
- Geotechnical studies (Other than Alpha Studies)
- Risk assessment
- Recorded activity and use limitations (AULs)

Check here if no documents are available for the subject property



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June 2, 2022

AG|CM, Inc. - Houston  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: ASTM E 1527-21 User Questionnaire  
Phase I Environmental Site Assessment  
**Station 96**  
2947 Washington Drive  
Houston, Texas  
ALPHA Proposal No. 89958

Please provide the following information (if available) to Alpha Testing, LLC (ALPHA) per the requirements of ASTM E 1527-21 and return via email.

**As the User of the Phase I Environmental Site Assessment (ESA), what is the reason for completing the Phase I ESA?** The ASTM E 1527-21 standard indicates that if this question is unanswered, ALPHA can assume that the reason the User is completing the Phase I ESA is to qualify for Landowner Liability Protections (LLPs) to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. Please indicate the reason for the Phase I ESA:

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**Property Title Records and Legal Description provided to ALPHA?**

Select one:  NO  YES

**50-Year Chain of Title provided to ALPHA?**

Select one:  NO  YES

Unless specifically included as an option to ALPHA's Scope of Services, an environmental liens or activity and use limitations (AULs) search using a third-party vendor will not be performed for the subject property. In accordance with ASTM E 1527-21, it is the responsibility of the User of to confirm that there are not environmental liens or AULs filed for the subject property. An environmental liens or AULs search can be provided by ALPHA for an additional fee upon request.

**Property Environmental Liens and AULs search provided to ALPHA?**

Select one:  Client Provided  ALPHA to Provide for additional fee (see proposal)

To qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the User must conduct the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The User should provide the following information to ALPHA (the environmental professional). Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.





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## ASTM E 1527-21 USER QUESTIONNAIRE

**1. Environmental liens that are filed or recorded against the subject property (40 C.F.R. § 312.25).**

Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state, or local law?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Activity and use limitations that are in place on the subject property or that have been filed or recorded against the subject property.**

Did a search of land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 C.F.R. § 312.28).**

Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 C.F.R. § 312.29).**

Does the purchase price being paid for this subject property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**5. Commonly known or reasonably ascertainable information about the subject property (40 C.F.R. § 312.30).**

Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

a. Do you know the past uses of the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Do you know of specific chemicals that are present or once were present at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Do you know of spills or other chemical releases that have taken place at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Do you know of any environmental cleanups that have taken place at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Commonly known or reasonably ascertainable information about the subject property (40 C.F.R. § 312.30)**

Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

Select one:     NO             YES

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**PROPOSAL ACCEPTANCE FORM**

Date: June 2, 2022

ALPHA Proposal No.: 89958

Project Name: Station 96

Project Location: 2947 Washington Drive, Houston, Texas

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

\*\*\*\*\*REQUIRED INFORMATION\*\*\*\*\* (Must be completed in order to process)

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_  *Check box if same as above*

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Land Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St. Zip: \_\_\_\_\_

Project Legal Description: \_\_\_\_\_

Project County: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: \_\_\_\_\_  
Signature Title Date

PRINTED NAME: \_\_\_\_\_

**REPORT DISTRIBUTION**

FIRM	ADDRESS	CITY	STATE	ZIP	# OF COPIES**
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



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## “EXHIBIT A” Terms and Conditions

### **Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### **Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### **Section 3: Site Access and Conditions**

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

### **Section 4: CLIENT’s Responsibility and Project Understanding**

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out of its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.**



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#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6: Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### **Section 7: Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### **Section 8: Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

#### **Section 9: Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

#### **Section 10: Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination,



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**Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

**Section 12: Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

**Section 13: Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

**Section 14: Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

**Section 15: Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



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**Section 16: Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

**Section 17: Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

**Section 18: Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18(c), whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

**Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.





A Universal Engineering Sciences Company

Geotechnical  
Construction Materials  
Environmental  
TBPELS Firm No. 813

2209 Wisconsin Street  
Dallas, Texas 75229

Tel: 972.620.8911  
Fax: 972.620.1302  
www.alphatesting.com

June 3, 2022

AG|CM, Inc.  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: Proposal  
Asbestos Survey  
**Station 93**  
7710 Fallbrook Drive  
Houston, Texas  
ALPHA Proposal No. 91542

ALPHA TESTING, LLC (hereinafter "ALPHA") is hereby pleased to submit to **AG|CM, Inc. (hereinafter "Client")** the following proposal for an Asbestos Survey of the buildings scheduled for renovation/demolition activities at the above referenced site. An outline of ALPHA's general scope of services, budget and schedule is provided. ALPHA has the following understanding regarding the project. Please contact us if any of these assumptions are incorrect.

1. The structures to be surveyed consists of the following:
  - One (1) approximately 1,900 square feet commercial building scheduled for proposed renovation activities.
2. The area to be surveyed includes the interior portions of the structure (limited surface roof material sampling; no roof core samples included). Acceptance of this proposal indicates that the Client acknowledges and agrees that ALPHA will not be liable or responsible for damage, directly or indirectly, resulting from sample collection, nor will ALPHA be responsible for repairs to sample locations. ALPHA will provide a six (6) feet stepladder for use during the survey. Additional equipment that may be needed to access particular areas is not included in this proposal, unless otherwise noted herein.
3. The structures will be surveyed during normal business hours (8:00 am – 5:00 pm), during the normal workweek (Monday-Friday). ALPHA anticipates one (1) business day to complete the survey activities.
4. The client will provide ALPHA with the necessary access and items to perform the survey, along with the other items listed within this proposal.

#### Facility Survey

The objective of the asbestos survey will be to identify the presence and location of accessible friable and non-friable asbestos-containing materials (ACMs) used in the construction of the areas previously referenced. ALPHA's sampling will not include materials such as concrete flooring, wooden or metal doors, concrete block walls, and/or hidden inaccessible components.

ALPHA will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM, and therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.



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The client should be aware that in order to obtain samples of materials it may be necessary to perform semi-damaging sampling (i.e. remove sections of wall board, texture, floor tile, etc.), which may require repair. Please note that ALPHA is not responsible for the repair of sampled materials, if required. In addition, sampling will not be performed which requires demolition or destructive activities (i.e. knocking holes into walls to access and sample possible materials, dismantling equipment, removal of coverings, etc.). The survey will only include materials that are readily accessible.

Hidden or not readily accessible materials (i.e. piping in wall, materials beneath carpet, hidden insulation treatments, etc.) may not be evaluated in this survey; however, ALPHA will perform a certain degree of effort to access suspect materials within known areas (i.e. crawl spaces), provided that these areas do not pose a health or safety risk to the inspector and are not deemed to be a confined space.

The number of samples collected will be based on the homogeneous suspect materials identified during the survey. Current TDSHS, EPA, and OSHA regulation require that a minimum number of samples from each homogeneous material be obtained in order to rebut the presence of ACM for a given material.

The samples collected will be analyzed for asbestos content by Polarized Light Microscopy (PLM), using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples." The percent of asbestos, where applicable, will be determined by visual estimation. Point Count and/or Transmission Electron Microscopy (TEM) will not be performed as part of this scope of work, unless otherwise directed and paid for by the Client. The laboratory analysis will be conducted on a standard turnaround time of 5-7 business days.

#### Client Assistance

ALPHA has assumed Client will provide the following assistance as part of the preparation of this Proposal:

1. Client will provide ALPHA access to the building to be surveyed.
2. Client will provide ALPHA with available demolition/renovation building drawings, which may include hard copies or scaled schematics, blue prints or equivalent drawings of the proposed renovation area.

#### Project Budget

The scope of services outlined herein for the Asbestos Survey will be provided for a lump sum cost of **\$3,200.00**. This budget is based upon the anticipated scope of work outlined in this Proposal. If the finding of the Asbestos Survey indicates the need for further study, the client will be apprised of the conditions of concern with recommendations for additional services.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date.

An electronic pdf version of the complete final written report would be sent to you by email within approximately twenty (20) working days after receiving notice to proceed. If you require printed copies of the final report, please make notation on the signature sheet. If more than two (2) printed copies are requested, an additional fee of \$50.00 per copy will be required. By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The "Terms and Conditions" are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.



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Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, LLC

A handwritten signature in black ink, appearing to read 'M. Nibert', written over a faint, circular stamp or watermark.

Michael Nibert, CHMM, C.E.M.  
Director of Environmental Services

Attachments:    Proposal Acceptance Form  
                      "Exhibit A" Terms and Conditions



**PROPOSAL ACCEPTANCE FORM**

Date: June 3, 2022

ALPHA Proposal No.: 91542

Project Name: Commercial Building

Project Location: 7710 Fallbrook Drive, Houston, Texas

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

\*\*\*\*\*REQUIRED INFORMATION\*\*\*\*\* (Must be completed in order to process)

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_  *Check box if same as above*

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Land Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St. Zip: \_\_\_\_\_

Project Legal Description: \_\_\_\_\_

Project County: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: \_\_\_\_\_  
Signature Title Date

PRINTED NAME: \_\_\_\_\_

**REPORT DISTRIBUTION**

FIRM	ADDRESS	CITY	STATE	ZIP	# OF COPIES**
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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## “EXHIBIT A” Terms and Conditions

### **Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, LLC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### **Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### **Section 3: Site Access and Conditions**

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

### **Section 4: CLIENT’s Responsibility and Project Understanding**

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.**



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#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6: Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### **Section 7: Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### **Section 8: Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor, CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

#### **Section 9: Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

#### **Section 10: Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.



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### **Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

### **Section 12: Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

### **Section 13: Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

### **Section 14: Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

### **Section 15: Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



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#### **Section 16: Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

#### **Section 17: Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

#### **Section 18: Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18(c), whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.





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**Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

June 2, 2022

**AG|CM, Inc.**  
3200 Wilcrest Drive, Suite 100  
Houston, TX 77042  
Attention: Spencer Clark

Re: Proposal  
Asbestos Survey  
**Station 96**  
2947 Washington Drive  
Houston, Texas  
ALPHA Proposal No. 89973

ALPHA TESTING, INC. (hereinafter "ALPHA") is hereby pleased to submit to **AG|CM, Inc. (hereinafter "Client")** the following proposal for an Asbestos Survey of the building scheduled for demolition activities at the above referenced site. An outline of ALPHA's general scope of services, budget and schedule is provided. ALPHA has the following understanding regarding the project. Please contact us if any of these assumptions are incorrect.

1. The structures to be surveyed include the following:
  - Single-story commercial building that is approximately 1,950 square feet in size.
2. The area to be surveyed includes the interior and exterior portions of the structure (limited surface roof material sampling; no roof core samples included). Acceptance of this proposal indicates that the Client acknowledges and agrees that ALPHA will not be liable or responsible for damage, directly or indirectly, resulting from sample collection, nor will ALPHA be responsible for repairs to sample locations. ALPHA will provide a six (6) feet stepladder for use during the survey. Additional equipment that may be needed to access particular areas is not included in this proposal, unless otherwise noted herein.
3. The structures will be surveyed during normal business hours (8:00 am – 5:00 pm), during the normal workweek (Monday-Friday). ALPHA anticipates one (1) business day to complete the survey activities.
4. The client will provide ALPHA with the necessary access and items to perform the survey, along with the other items listed within this proposal.

Facility Survey

The objective of the asbestos survey will be to identify the presence and location of accessible friable and non-friable asbestos-containing materials (ACMs) used in the construction of the areas previously referenced. ALPHA's sampling will not include materials such as concrete flooring, wooden or metal doors, concrete block walls, and/or hidden inaccessible components.

ALPHA will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM, and therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.



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The client should be aware that in order to obtain samples of materials it may be necessary to perform semi-damaging sampling (i.e. remove sections of wall board, texture, floor tile, etc.), which may require repair. Please note that ALPHA is not responsible for the repair of sampled materials, if required. In addition, sampling will not be performed which requires demolition or destructive activities (i.e. knocking holes into walls to access and sample possible materials, dismantling equipment, removal of coverings, etc.). The survey will only include materials that are readily accessible.

Hidden or not readily accessible materials (i.e. piping in wall, materials beneath carpet, hidden insulation treatments, etc.) may not be evaluated in this survey; however, ALPHA will perform a certain degree of effort to access suspect materials within known areas (i.e. crawl spaces), provided that these areas do not pose a health or safety risk to the inspector and are not deemed to be a confined space.

The number of samples collected will be based on the homogeneous suspect materials identified during the survey. Current Texas Department of State Health Services (TDSHS), U.S. Environmental Protection Agency (EPA), and Occupational Safety and Health Administration (OSHA) regulation require that a minimum number of samples from each homogeneous material be obtained in order to rebut the presence of ACM for a given material.

The samples collected will be analyzed for asbestos content by Polarized Light Microscopy (PLM), using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples." The percent of asbestos, where applicable, will be determined by visual estimation. Point Count and/or Transmission Electron Microscopy (TEM) will not be performed as part of this scope of work, unless otherwise directed and paid for by the Client. The laboratory analysis will be conducted on a standard turnaround time of 5-7 business days.

#### Client Assistance

ALPHA has assumed Client will provide the following assistance as part of the preparation of this Proposal:

1. Client will provide ALPHA access to the building to be surveyed.

#### Project Budget

The scope of services outlined herein for the Asbestos Survey will be provided for a lump sum cost of **\$4,500.00**. This budget is based upon the anticipated scope of work outlined in this Proposal. If the finding of the Asbestos Survey indicates the need for further study, the client will be apprised of the conditions of concern with recommendations for additional services.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date.

An electronic pdf version of the complete final written report would be sent to you by email within approximately 20-working days after receiving notice to proceed. If you require printed copies of the final report, please make notation on the signature sheet. If more than two (2) printed copies are requested, an additional fee of \$50.00 per copy will be required. By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The "Terms and Conditions" are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.



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Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

**ALPHA TESTING, LLC**

A handwritten signature in black ink, appearing to read 'M. Nibert', written over the company name.

Michael Nibert, CHMM, C.E.M.  
Director of Environmental

MKN/pc  
Attachments: Proposal Acceptance Form  
"Exhibit A" Terms and Conditions



PROPOSAL ACCEPTANCE FORM

Date: June 2, 2022

ALPHA Proposal No.: 89973

Project Name: Station 96

Project Location: Houston, Texas

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

\*\*\*\*\*REQUIRED INFORMATION\*\*\*\*\*(Must be completed in order to process)

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Land Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St. Zip: \_\_\_\_\_

Project Legal Description: \_\_\_\_\_

Project County: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: \_\_\_\_\_  
Signature Title Date

PRINTED NAME: \_\_\_\_\_

REPORT DISTRIBUTION

FIRM	ADDRESS	CITY	STATE	ZIP	# OF COPIES**

\*\* An electronic version of the complete final written reports would be sent to you by email. Up to two (2) hard copies can be provided if desired. If more than two (2) printed copies are requested, an additional fee of \$50.00 per copy will be required.



## EXHIBIT A” Terms and Conditions

### Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT’s engagement of ALPHA TESTING, INC. (“ALPHA”) to provide only the services (“Services”) in connection with the project (“Project”) which are specifically identified and agreed to in the proposal (“Proposal”), consists of the Proposal, these General Terms and Conditions (“Terms”), ALPHA’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA’s profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA’s report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA’s personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA’s performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys’ fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA’s prevailing fee schedule and expense reimbursement policy.

### Section 4: CLIENT’s Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA’s performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA’s work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA’s work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA’s specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha’s work and any fault or claimed deficiency with ALPHA’s work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA’s work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT’s failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys’ fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT’s failure to timely provide such new, changed, or additional information.**



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#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6: Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### **Section 7: Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### **Section 8: Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor, CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

#### **Section 9: Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.

#### **Section 10: Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.



### **Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

### **Section 12: Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

### **Section 13: Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

### **Section 14: Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

### **Section 15: Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.





#### **Section 16: Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal (“Project Cost”); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA’s invoice date (the “Payment Due Date”). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT’s receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney’s fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client’s overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA’s then current fee schedule.

#### **Section 17: Non-Solicitation**

During ALPHA’s performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA’s relationship with any of its customers. CLIENT understands and acknowledges that ALPHA’s employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA’s, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA’s employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

#### **Section 18: Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



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**Section 19: Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

# **AIA** Document A141™ – 2014

## **Standard Form of Agreement Between Owner and Design-Builder**

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Harris County ESD #1  
2800 Aldine Bender Rd.  
Houston, TX 77032

and the Design-Builder:  
(Name, legal status, address and other information)

Construction Masters of Houston, Inc.  
3908 3<sup>rd</sup> St.  
Pearland, TX 77581

for the following Project:  
(Name, location and detailed description)

HCESD 1 – Stations #93 & #96:  
Selected sites of these new facilities will be on owned property at 7710 Fallbrook Dr., Houston, TX 77086 (#93) and 2947 Washington Dr., Houston, Texas 77038 (#96). Each facility is planned to consist of a one-story structure and will contain double-stacked apparatus bays, administrative areas, living quarters and work areas for Harris County ESD 1. Exhibits A (Design Narrative) and B (Program Summary) are considered a part of this RFQ. Both locations are to be considered one project as contracted with a single Design/Builder firm.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

**APPROVED**  
Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote  
on 6-28-22 (Date)  
  
President of ESD-1  
  
Secretary of ESD-1  
*IDEAS-17E*

Init.

Design-Builder, or its Contractor or Subcontractors, to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred without additional cost to or reimbursement by the Owner.

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.4 No allowances at this time.

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§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Offsite stored materials will be in a bonded warehouse.

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**§ 9.4.1 Retainage**

The Owner may withhold a sum equal to five percent (5%) of each Certificate for Payment as enumerated on the Schedule of Values. No retainage shall be withheld from Certificates for Payment for Design Services, Due Diligence Consultants, or for Pre-Construction Services.

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~~.4 AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed~~

~~.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~

~~.6 Other:~~

.4 Other: AG|CM Exhibit A (Design Narrative) & B (Program Summary)

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Cathy Sunday, President



Justin Davis, President



This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Cathy Sunday, President  
(Printed name and title)

DESIGN-BUILDER (Signature)

Justin Davis, President  
(Printed name and title)

Init.

**TABLE OF ARTICLES**

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

**TABLE OF EXHIBITS**

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

**ARTICLE 1 GENERAL PROVISIONS**

**§ 1.1 Owner's Criteria**

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

**§ 1.1.1 The Owner's program for the Project:**

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

See attached AG|CM Exhibit B (Program Summary) for EMS Stations #93 & #96.

**§ 1.1.2 The Owner's design requirements for the Project and related documentation:**

Init.

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

See attached AG|CM Exhibit A (Design Narrative) for EMS Stations #93 & #96.

**§ 1.1.3** The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

EMS #93: the project shall consist of a new one-story approximately 5,900 sf (see Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 7710 Fallbrook Dr. in Houston, Texas. Any existing structures will be removed by the Design/Builder.

EMS #96: the project shall consist of a new one-story approximately 5,900 sf (see Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 2947 Washington Dr. in Houston, Texas. Any existing structures will be removed by the Design/Builder.

The owner will provide any available current information concerning site including geotechnical reports, surveys for the site, existing utilities, existing buildings, ACM survey and site features will be forwarded to the Design-Builder. Any additional information required will be coordinated with the Owner and the Owner's Project Representative.

**§ 1.1.4** The Owner's anticipated Sustainable Objective for the Project, if any:

*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

None

**§ 1.1.5** Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

None

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

\$5,000,000.00

**§ 1.1.7** The Owner's design and construction milestone dates:

*(Paragraphs deleted)*

(A preliminary schedule will be provided once the contract is executed providing: the design kick-off, SD, DD, CD phase milestone dates, Date of 50% CD to Price Proposal, CD finish date, Issue Contract Amendment date, permit time, start construction, construction duration, construction substantially complete, occupancy for Owner, etc.)

**§ 1.1.8** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

*(List name, legal status, address and other information.)*

**.1 Architect**

Martinez Architects, 900 Rockmead, #250, Houston, TX 77339, 281-346-7371

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**.2 Consultants**

S&G Engineering Consultants, 1796 Avenue D, #B, Katy, TX 77493, 832-437-7377  
Matrix Structural Engineers, 5177 Richmond Ave., #670, Houston, TX 77046, 713-664-0130  
LTY Engineers, 738 S. Texas 6, #615, Houston, TX 77079, 281-945-8888

**.3 Contractors**

Construction Masters of Houston, 3908 3<sup>rd</sup> St., Pearland, TX 77581, 281-997-2640

**§ 1.1.9** Additional Owner's Criteria upon which the Agreement is based:  
*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

None

**§ 1.1.10** The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 1.1.10.1** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.11** If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 1.1.12** If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:  
*(List name, address and other information.)*

Cathy Sunday, President  
Harris County ESD #1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**§ 1.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:  
*(List name, address and other information.)*

AG|CM, 3200 Wilcrest, #100, Houston, TX 77042, Paul E. Kullman, AIA, 713-594-0875

**§ 1.2.3** The Owner will retain the following consultants and separate contractors:  
*(List discipline, scope of work, and, if known, identify by name and address.)*

AG|CM, 3200 Wilcrest, #100, Houston, TX 77042, Paul E. Kullman, AIA, 713-594-0875

Owner's Additional Consultants  
Geotechnical Engineer (Alpha); EAS Phase 1 (Alpha); ACM Survey (Alpha); Site Surveyor (IDS)

**§ 1.2.4** The Design-Builder identifies the following representative in accordance with Section 3.1.2:

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(List name, address and other information.)

Justin Davis, President  
Construction Masters of Houston, Inc.  
3908 3<sup>rd</sup> St.  
Pearland, TX 77581

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

**§ 1.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: Mediation

**§ 1.4 Definitions**

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

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§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

Pre-Construction Services: \$5,000.00 – This fee will only apply if Design-Build Amendment is not executed.  
Design Development: \$297,500.00 – Total design fees are to be 8.5% of construction costs. This represents 70% of total design costs (based on \$5,000,000.00 total budget). The remaining 30% will only be applied if/when the Design-Build Amendment is executed. Drawings and Specifications will be developed to 50% complete and approved by Owner for design-intent and scope of work. Design-Builder will present Price Proposal at this point of Construction Document Completion.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Individual or Position	Rate
Principal	\$250.00 / hour
Project Manager	\$200.00 / hour

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Project Architect	\$175.00 / hour
Technical Personnel	\$100.00 / hour
Administrative Personnel	\$75.00 / hour

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

*(Paragraphs deleted)*

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;

*(Paragraph deleted)*

- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- .5 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of ten percent ( 10 %) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid forty-five calendar days ( 45 ) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

Prime Rate as published in the Wall Street Journal.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 3.1 General**

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders

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of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

#### § 3.1.8 **Progress Reports**

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

#### § 3.1.9 **Design-Builder's Schedules**

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

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**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 3.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 3.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 3.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 3.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria.

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However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

#### **§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. 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 this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

### **ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

#### **§ 4.1 General**

**§ 4.1.1** Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

**§ 4.1.2** The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

#### **§ 4.2 Evaluation of the Owner's Criteria**

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

Nothing additional at the time of execution.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design – 50% Plans

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan and topographical survey;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems, fire protection, security, AV/technology, and
- .6 Outline specifications or sufficient drawing notes describing construction materials.
- .7 A. Schematic Design  
B. Construction Documents Phase – 50% Plans
  1. Based on the approved Schematic Design drawings, the Design-Builder shall prepare Design Documents and Construction Documents to 50% completion consisting of drawings and specifications setting forth in sufficient detail for the establishment of the Design-Builder's Price Proposal.
  2. This work shall include:
    - a. Site plan showing boundaries of the property, adjacent streets, location proposed construction, drives, paving and parking. (The complete survey of each property with existing improvements and topographical information will be furnished by the Owner for incorporation into the plans).
    - b. Landscape Plans.
    - c. Floor plan with room finish, door, and window schedules.
    - d. Exterior elevations of the buildings.
    - e. Cross sections and details as required for clarity.
    - f. Structural and foundation design with details (per soils tests provided by Owner).
    - g. Electrical, plumbing, HVAC design drawings.
    - h. Specifications setting forth the work to be performed and equipment furnished.  
*(Specifications may be noted on the drawings of a separate bound booklet.)*

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The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

### ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

#### § 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

#### § 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

Init.



### **§ 5.3 Labor and Materials**

**§ 5.3.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

**§ 5.3.2** When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

**§ 5.3.3** The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 5.4 Taxes**

The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Design-Builder, or its Contractor or Subcontractors, to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred without additional cost to or reimbursement by the Owner.

### **§ 5.5 Permits, Fees, Notices and Compliance with Laws**

**§ 5.5.1** Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

**§ 5.5.2** The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

### **§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may

direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.
- .4 No allowances at this time.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

#### § 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

#### § 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

#### § 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

**§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

**§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

**§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

**§ 5.13 Construction by Owner or by Separate Contractors**

**§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

**§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### ARTICLE 6 CHANGES IN THE WORK

#### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

#### § 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 7.2 Information and Services Required of the Owner**

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

**§ 7.3 Submittals**

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

**§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

**§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

## **ARTICLE 8 TIME**

### **§ 8.1 Progress and Completion**

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.2 Delays and Extensions of Time**

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

### **§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be



conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Offsite stored materials will be in a bonded warehouse.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

##### **§ 9.4.1 Retainage**

The Owner may withhold a sum equal to five percent (5%) of each Certificate for Payment as enumerated on the Schedule of Values. No retainage shall be withheld from Certificates for Payment for Design Services, Due Diligence Consultants, or for Pre-Construction Services.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

#### § 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record

copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be

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responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

#### § 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### § 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### § 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

#### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

#### **ARTICLE 13 TERMINATION OR SUSPENSION**

##### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

##### **§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**

###### **§ 13.2.1 Termination by the Design-Builder**

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.



§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

Init.

- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience**

**§ 13.2.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 13.2.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

**§ 13.2.4.3** In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION**

**§ 14.1 Claims**

**§ 14.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 14.1.2 Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

**§ 14.1.3 Notice of Claims**

**§ 14.1.3.1 Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 14.1.3.2 Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

**§ 14.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 14.1.6 Claims for Additional Time**

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 14.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

**§ 14.2 Initial Decision**

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

**§ 14.2.2 Procedure**

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### § 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

#### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

### ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

*(Paragraphs deleted)*

- .4 Other: AG|CM Exhibit A (Design Narrative) & B (Program Summary)

# **Additions and Deletions Report for** **AIA® Document A141™ – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:52:29 ET on 06/23/2022.

## **PAGE 1**

**AGREEMENT** made as of the Seventh day of June in the year Two Thousand Twenty-Two

...

Harris County ESD #1  
2800 Aldine Bender Rd.  
Houston, TX 77032

...

Construction Masters of Houston, Inc.  
3908 3<sup>rd</sup> St.  
Pearland, TX 77581

...

HCESD 1 – Stations #93 & #96:

Selected sites of these new facilities will be on owned property at 7710 Fallbrook Dr., Houston, TX 77086 (#93) and 2947 Washington Dr., Houston, Texas 77038 (#96). Each facility is planned to consist of a one-story structure and will contain double-stacked apparatus bays, administrative areas, living quarters and work areas for Harris County ESD 1. Exhibits A (Design Narrative) and B (Program Summary) are considered a part of this RFP. Both locations are to be considered one project as contracted with a single Design/Builder firm.

**PAGE 2**

See attached AG|CM Exhibit B (Program Summary) for EMS Stations #93 & #96.

**PAGE 3**

See attached AG|CM Exhibit A (Design Narrative) for EMS Stations #93 & #96.

...

EMS #93: the project shall consist of a new one-story approximately 5,900 sf (see Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 7710 Fallbrook Dr. in Houston, Texas. Any existing structures will be removed by the Design/Builder.

EMS #96: the project shall consist of a new one-story approximately 5,900 sf (see Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 2947 Washington Dr. in Houston, Texas. Any existing structures will be removed by the Design/Builder.

The owner will provide any available current information concerning site including geotechnical reports, surveys for the site, existing utilities, existing buildings, ACM survey and site features will be forwarded to the Design-Builder. Any additional information required will be coordinated with the Owner and the Owner's Project Representative.

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**User Notes:**

(729232966)

...

None

...

None

...

\$5,000,000.00

§ 1.1.7 The Owner's design and construction milestone dates:

~~.1 — Design phase milestone dates:~~

~~.2 — Submission of Design-Builder Proposal:~~

~~.3 — Phased completion dates:~~

~~.4 — Substantial Completion date:~~

~~.5 — Other milestone dates:~~

(A preliminary schedule will be provided once the contract is executed providing: the design kick-off, SD, DD, CD phase milestone dates, Date of 50% CD to Price Proposal, CD finish date, Issue Contract Amendment date, permit time, start construction, construction duration, construction substantially complete, occupancy for Owner, etc.)

...

Martinez Architects, 900 Rockmead, #250, Houston, TX 77339, 281-346-7371

PAGE 4

S&G Engineering Consultants, 1796 Avenue D, #B, Katy, TX 77493, 832-437-7377

Matrix Structural Engineers, 5177 Richmond Ave., #670, Houston, TX 77046, 713-664-0130

LTY Engineers, 738 S. Texas 6, #615, Houston, TX 77079, 281-945-8888

Construction Masters of Houston, 3908 3<sup>rd</sup> St., Pearland, TX 77581, 281-997-2640

...

None

...

Cathy Sunday, President  
Harris County ESD #1



2800 Aldine Bender Rd.  
Houston, TX 77032

...

AGICM, 3200 Wilcrest, #100, Houston, TX 77042, Paul E. Kullman, AIA, 713-594-0875

...

AGICM, 3200 Wilcrest, #100, Houston, TX 77042, Paul E. Kullman, AIA, 713-594-0875

Owner's Additional Consultants

Geotechnical Engineer (Alpha); EAS Phase I (Alpha); ACM Survey (Alpha); Site Surveyor (IDS)

**PAGE 5**

Justin Davis, President  
Construction Masters of Houston, Inc.  
3908 3<sup>rd</sup> St.  
Pearland, TX 77581

...

Other: *(Specify)*  
Mediation

**PAGE 6**

Pre-Construction Services: \$5,000.00 – This fee will only apply if Design-Build Amendment is not executed.  
Design Development: \$297,500.00 – Total design fees are to be 8.5% of construction costs. This represents 70% of  
total design costs (based on \$5,000,000.00 total budget). The remaining 30% will only be applied if/when the  
Design-Build Amendment is executed. Drawings and Specifications will be developed to 50% complete and  
approved by Owner for design-intent and scope of work. Design-Builder will present Price Proposal at this point of  
Construction Document Completion.

...

<u>Principal</u>	<u>\$250.00 / hour</u>
<u>Project Manager</u>	<u>\$200.00 / hour</u>
<u>Project Architect</u>	<u>\$175.00 / hour</u>
<u>Technical Personnel</u>	<u>\$100.00 / hour</u>
<u>Administrative Personnel</u>	<u>\$75.00 / hour</u>

**PAGE 7**

- ~~.1~~ ~~Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2~~ ~~Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3~~ \_\_\_\_\_
- ~~.1~~ .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ .2 Printing, reproductions, plots, standard form documents;
- ~~.5~~ .3 Postage, handling and delivery;
- ~~.6~~ .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ .5 All taxes levied on professional services and on reimbursable expenses; and
- ~~.9~~ .5 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of ten percent ( 10%) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid forty-five calendar days ( 45 ) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

% Prime Rate as published in the Wall Street Journal.

**PAGE 11**

Nothing additional at the time of execution.

...

#### § 4.3 Preliminary Design – 50% Plans

...

.2 Site ~~plan;~~ plan and topographical survey;

...

.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; systems, fire protection, security, AV/technology, and

.6 Outline specifications or sufficient drawing notes describing construction materials.

.7 A. Schematic Design

B. Construction Documents Phase – 50% Plans

1. Based on the approved Schematic Design drawings, the Design-Builder shall prepare Design Documents and Construction Documents to 50% completion consisting of drawings and specifications setting forth in sufficient detail for the establishment of the Design-Builder's Price Proposal.

2. This work shall include:

a. Site plan showing boundaries of the property, adjacent streets, location proposed construction, drives, paving and parking. (The complete survey of each property with existing improvements and topographical information will be furnished by the Owner for incorporation into the plans).

b. Landscape Plans.

c. Floor plan with room finish, door, and window schedules.

d. Exterior elevations of the buildings.

e. Cross sections and details as required for clarity.

f. Structural and foundation design with details (per soils tests provided by Owner).

g. Electrical, plumbing, HVAC design drawings.

h. Specifications setting forth the work to be performed and equipment furnished.

(Specifications may be noted on the drawings of a separate bound booklet.)

**PAGE 13**

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, Justin Davis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:52:29 ET on 06/23/2022 under Order No. 2114281691 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



**HOUSTON**  
3200 Wilcrest Drive  
Suite 100  
Houston, TX 77042  
Ofc 713/ 346-1506  
www.agcm.com

## **Exhibit A**

April 27, 2022

### **Harris County ESD 1 #93**

#### **DESIGN NARRATIVE:**

The project shall consist of a new one-story approximately 5,900 s.f. (See Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 7710 Fallbrook in Houston, Texas. Any existing structures will be removed by the Design/Builder.

The project Program Summary (Exhibit B) will be the basis for programmatic information necessary for the architect to formulate a contract with the Owner. This location will be designed and built along with EMS Station #96 together as a total project. The Owner is desirous for the total project completion to occur by the Summer 2023 if not sooner.

There will be secured staff parking and limited public parking to be located that ensures efficiency of layout and security. The remaining impervious ground surface will become landscape area and green space with an irrigation system provided by architect/engineer.

All site utilities will be investigated to determine reuse/upgrading/abandonment per the project engineer's recommendations. Project will have a radio tower installed by the D/B.

The building structure to be a pre-engineered metal building (PEMB). Exterior finishes may be a combination brick/stone, glass, and architectural insulated metal paneling similar to EMS Station #97 (15600 Woodland Hills, Humble, Texas). The proposed design materials will be presented to the Owner for review and approval at the appropriate phase of design.

Program Summary: Refer to Exhibit B

Entry into a small lobby with exterior glass storefront. Provide a secured entry into staff areas: Kitchen, Day Room, Dining, Private Office, Storage, Corridor, Dorms, Data, etc. There will be three (3) double-stacked Apparatus Bays, with adjacent equipment storage access, that separates the "Supervisor's Suite" area. The suite will have a separate garage, entry, kitchen, living, and dorm.



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3200 Wilcrest Drive  
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## **Exhibit A**

April 27, 2022

Harris County ESD 1 # 96

### DESIGN NARRATIVE:

The project shall consist of a new one-story approximately 5,900 s.f. (See Exhibit B) urban area EMS station with traditional operational and support spaces common to similar sized modern facilities. It shall be located at 2947 Washington St. in Houston, Texas. Any existing structures will be removed by the Design/Builder.

The project Program Summary (Exhibit B) will be the basis for programmatic information necessary for the architect to formulate a contract with the Owner. This location will be designed and built along with EMS Station #93 together as a total project. The Owner is desirous for the total project completion to occur by the Summer 2023 if not sooner.

There will be secured staff parking and limited public parking to be located that ensures efficiency of layout and security. The remaining impervious ground surface will become landscape area and green space with an irrigation system provided by architect/engineer.

All site utilities will be investigated to determine reuse/upgrading/abandonment per the project engineer's recommendations. Project will have a radio tower installed by the D/B.

The building structure to be a pre-engineered metal building (PEMB). Exterior finishes may be a combination brick/stone, glass, and architectural insulated metal paneling similar to EMS Station #97 (15600 Woodland Hills, Humble, Texas). The proposed design materials will be presented to the Owner for review and approval at the appropriate phase of design.

Program Summary: Refer to Exhibit B

Entry into a small lobby with exterior glass storefront. Provide a secured entry into staff areas: Kitchen, Day Room, Dining, Private Office, Storage, Corridor, Dorms, Data, etc. There will be three (3) double-stacked Apparatus Bays, with adjacent equipment storage access, that separates the "Supervisor's Suite" area. The suite will have a separate garage, entry, kitchen, living, and dorm.



**HOUSTON**  
 3200 Wilcrest Drive  
 Suite 100  
 Houston, TX 77042  
 Ofc 713/ 316-1506  
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4/27/22

**EXHIBIT B**

HCESD 1 - EMS #93  
 PROGRAM SUMMARY

Space Description	Level	SF	Comments
Entry	1	60	
Hallway	1	360	
Dorms (6)	1	540	
Dorm Toilet	1	90	
Large Dorm	1	180	
Supervisor Dorm: Office, Kitchen, Toilet, Bed	1	650	This suite is self- contained from the main spaces.
H/C Toilet	1	100	
IT/Electrical Room	1	50	
Utility	1	80	
Day Room	1	370	
Dining	1	285	
Kitchen	1	225	
Toilet	1	75	
Storage	1	70	
Pantry	1	75	
Apparatus Bay (3 double)	1	1,920	
Spatial Total		5,130	
Walls @ 15%	770		
Total Floor Area		5,900	



**HOUSTON**  
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4/27/22

**EXHIBIT B**

HCESD 1 - EMS #96  
 PROGRAM SUMMARY

Space Description	Level	SF	Comments
Entry	1	60	
Hallway	1	360	
Dorms (6)	1	540	
Dorm Toilet	1	90	
Large Dorm	1	180	
Supervisor Dorm: Office, Kitchen, Toilet, Bed	1	650	This suite is self- contained from the main spaces.
H/C Toilet	1	100	
IT/Electrical Room	1	50	
Utility	1	80	
Day Room	1	370	
Dining	1	285	
Kitchen	1	225	
Toilet	1	75	
Storage	1	70	
Pantry	1	75	
Apparatus Bay (3 double)	1	1,920	
Spatial Total		5,130	
Walls @ 15%	770		
Total Floor Area		5,900	

### **Addendum to Agreement to Build Stations #93 and #96**

This Addendum is made this 23rd day of June, 2022, between Harris County Emergency Services District No. 1 (collectively the "District" or "Customer") and Construction Masters of Houston, Inc. ("Construction Masters") (collectively the "Parties") and is hereby incorporated into the Agreement to Build Stations #93 and #96, dated June 7, 2022 (the "Agreement"), and any addendums and amendments thereto.

1. **PROHIBITION ON BOYCOTTING ISRAEL.** As required by Section 2271.002, Texas Government Code, Construction Masters hereby verifies that Construction Masters does not boycott Israel and will not boycott Israel during the term of the Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
  
2. **TERRORISM VERIFICATION.** Pursuant to Chapter 2252, Texas Government Code, Construction Masters hereby represents and warrants that at the time of entering into the Agreement and during the term of the Agreement, neither Construction Masters, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Construction Masters: (i) is a company listed by the Texas Comptroller under Section 2252.153, Texas Government Code, or (ii) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807, Texas Government Code, or Subchapter F of Chapter 2252, Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151, Texas Government Code.
  
3. **PROHIBITION ON BOYCOTTING ENERGY COMPANIES.** As required by Section 2274.002, Texas Government Code, Construction Masters hereby verifies that Construction Masters does not boycott any energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this verification, "boycott energy company" is defined in Section 809.001, Texas Government Code, as an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or does business with a company described above.
  
4. **PROHIBITION ON DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION.** As required by Section 2274.002, Texas Government Code, Construction Masters hereby verifies that Construction Masters does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this verification, "discriminate against a firearm or firearm trade association" is defined in Section 2274.001, Texas Government Code, as refusing to engage in trade of any goods or services with an entity or association based solely on its status as a firearm entity or firearm trade association, refraining from continuing existing business relationship with the entity or association based solely on its status



as a firearm entity or firearm trade association, or terminating an existing business relationship with an entity or association based solely on its status as a firearm entity or firearm trade association.

- 5. PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.** As required by Section 2274.0102, Texas Government Code, Construction Masters hereby represents and warrants that at the time of entering into the Agreement and during the term of the Agreement, neither Construction Masters, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Construction Masters: (i) is owned by or the majority of stock or other ownership interest of the company (a) who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) is headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this verification, "designated country" is defined as a country designated by the Texas governor as a threat to critical infrastructure as defined under Section 2274.0103, Texas Government Code.


Construction Masters acknowledges and agrees that the verifications stated above are material terms of, and material consideration for, the Agreement and that Customer is expressly relying on this verification in agreeing to enter the Agreement with Construction Masters.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONSTRUCTION MASTERS AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER (AND ANY OF CUSTOMER'S AGENTS, COMMISSIONERS, BROKERS, CONSULTANTS, ENGINEERS AND ATTORNEYS) FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR IN ANY WAY RELATING TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONSTRUCTION MASTERS PROVIDED HEREBY.

- 6. FORM 1295** As required by Section 2252.908, Texas Government Code, Construction Masters is required to complete online and submit to Customer a completed Texas Ethics Commission Form 1295 upon execution of this Agreement.

**[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

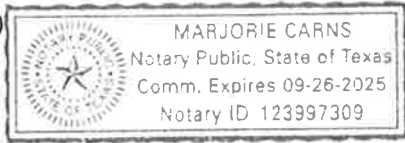
**CONSTRUCTION MASTERS OF  
HOUSTON, INC.**

  
By: Justin Davis  
Its: President

State of Texas §  
County of Brazoria §

Before me, a notary public, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

(Notary Seal)



  
Notary Public's Signature

Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

**HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT NO. 1**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## President's Report – HCEC

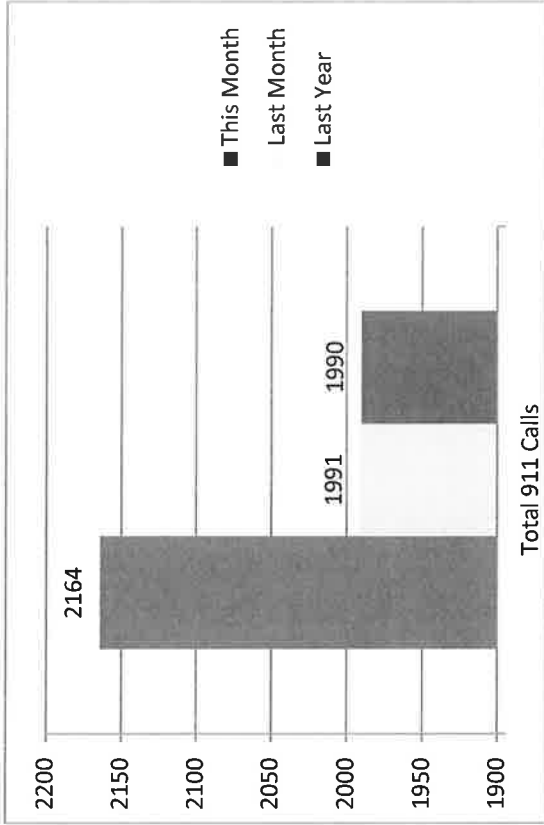
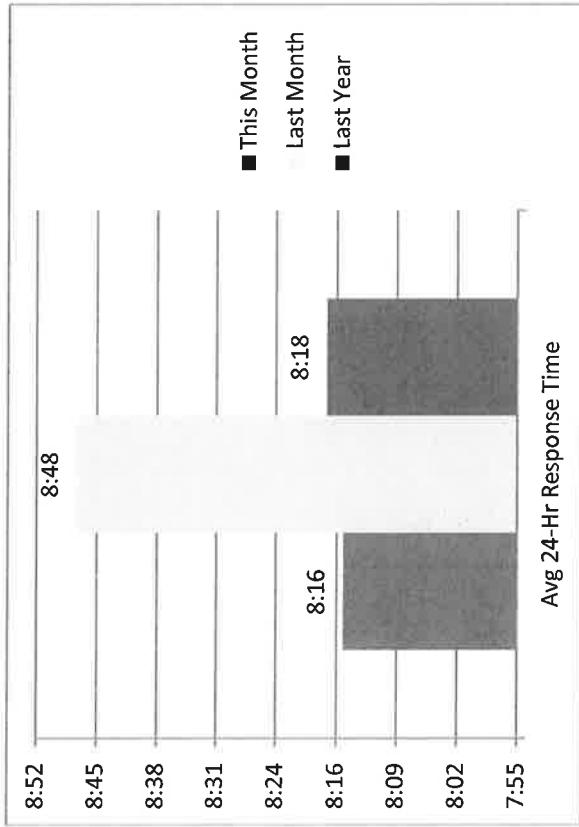
### June 2022 Meeting

- HCEC responded to 2164 911 calls this month, compared to 1911 in the previous month. Our response time is 8:16.
- HCEC hired an outsourcing CPA firm to handle our financial reports following the departure of our Accounting Coordinator
- HCEC is holding a Paramedic In-Charge Academy following a promotion.
- HCEC held our Trimester CE this month. We brought in all credentialed medics and reviewed skills and the use of our new IV pumps.
- HCEC received the new supervisor vehicle ordered by the ESD last November.

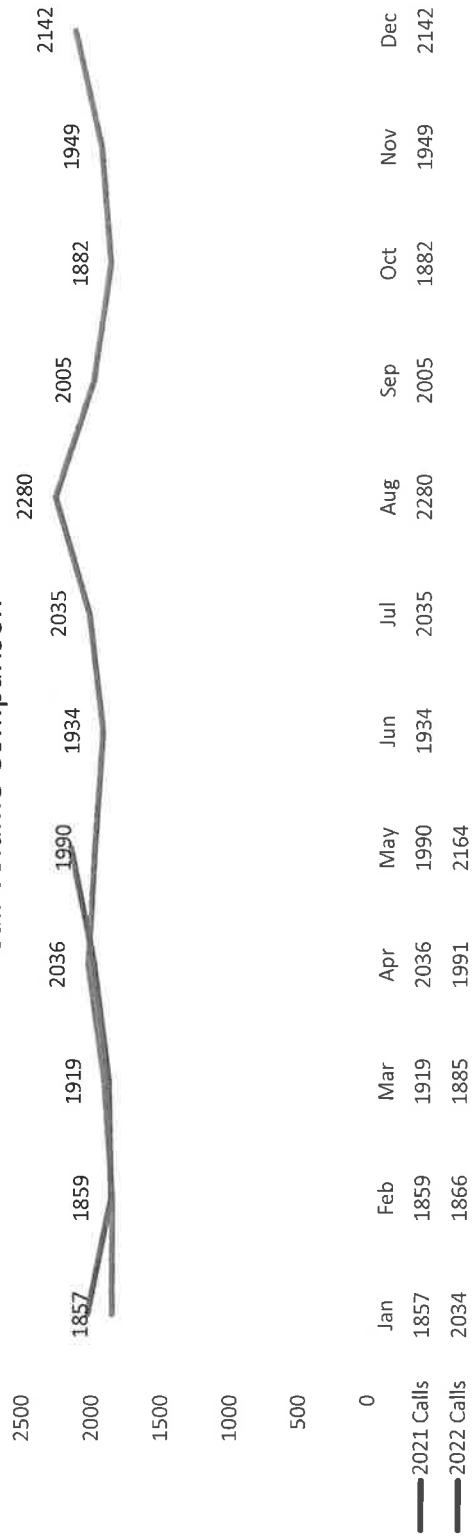
Vehicle Accidents last month: 2-minor

Maintenance Requests last month: 14

# HCEC Activity May 2022



## Call Volume Comparison





Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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INCIDENT TOTALS																																
RESPONSE TYPE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
ALS Response	51	51	42	62	53	48	51	59	49	54	52	66	55	65	45	59	49	52	55	64	58	45	56	43	49	61	57	42	51	49	1,645	
BLS Response	9	19	13	10	15	14	14	16	22	13	16	20	29	9	20	10	18	12	18	19	17	15	20	18	22	13	21	15	29	12	519	
<b>Totals</b>	<b>60</b>	<b>70</b>	<b>55</b>	<b>72</b>	<b>68</b>	<b>62</b>	<b>65</b>	<b>75</b>	<b>71</b>	<b>67</b>	<b>68</b>	<b>72</b>	<b>95</b>	<b>64</b>	<b>85</b>	<b>55</b>	<b>77</b>	<b>61</b>	<b>70</b>	<b>74</b>	<b>81</b>	<b>73</b>	<b>65</b>	<b>74</b>	<b>65</b>	<b>62</b>	<b>82</b>	<b>72</b>	<b>71</b>	<b>63</b>	<b>70</b>	<b>2,164</b>

INCIDENT TOTALS BY SHIFT																																
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
A - Shift	14					58	13	55	6					54	16	46	9					57	9	59	13					56	10	475
B - Shift	46	14				52	20	65	12					69	9	68	7					56	15	52	11					60		556
C - Shift	56	11	60	9					55	11	62	15						54	10	64	25					51	10	57	13		563	
D - Shift			44	12	59	4					57	10	80	10					60	10	56	16					72	15	58	7	570	
<b>Totals</b>	<b>60</b>	<b>70</b>	<b>55</b>	<b>72</b>	<b>68</b>	<b>62</b>	<b>65</b>	<b>75</b>	<b>71</b>	<b>67</b>	<b>68</b>	<b>72</b>	<b>95</b>	<b>64</b>	<b>85</b>	<b>55</b>	<b>77</b>	<b>61</b>	<b>70</b>	<b>74</b>	<b>81</b>	<b>73</b>	<b>65</b>	<b>74</b>	<b>65</b>	<b>62</b>	<b>82</b>	<b>72</b>	<b>71</b>	<b>63</b>	<b>70</b>	<b>2,164</b>

INCIDENT PRIORITY LEVEL SUMMARY						
RESPONSE TYPE	Alpha	Bravo	Charlie	Delta	Echo	Total
ALS Response	215	248	388	560	37	1,645
BLS Response	268	46			205	519
<b>Totals</b>	<b>483</b>	<b>294</b>	<b>388</b>	<b>560</b>	<b>37</b>	<b>2,164</b>

INCIDENT PRIORITY LEVEL SUMMARY BY SHIFT						
SHIFT	Alpha	Bravo	Charlie	Delta	Echo	Total
A - Shift	109	55	86	140	13	475
B - Shift	135	83	94	126	10	556
C - Shift	110	78	106	146	9	563
D - Shift	129	78	102	148	5	570
<b>Totals</b>	<b>483</b>	<b>294</b>	<b>388</b>	<b>560</b>	<b>37</b>	<b>2,164</b>

INCIDENT PRIORITY LEVEL SUMMARY BY DIVISION						
DIVISION NAME	Alpha	Bravo	Charlie	Delta	Echo	Total
Aldine FD	56	45	74	68	3	321
Eastex FD	111	60	79	129	10	474
Little York FD	72	43	51	85	5	302
Northeast Fire and Rescue					2	2
Northwest FD	144	88	115	166	12	663
Westfield FD	100	58	69	112	7	402
<b>Totals</b>	<b>483</b>	<b>294</b>	<b>388</b>	<b>560</b>	<b>37</b>	<b>2,164</b>

LEVEL OF SERVICE STATUS CHANGES BY DAY																												
LEVEL OF SERVICE	Day-}	4	5	12	18	22	24	26	17	20	27	28	29	62	Total													
Level 0	1	1	1	1	3	2	2	2	1						13													
Level 1	1	1	1	1	1	1	4	3	1	1	1	1	1	16														
<b>Totals</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>29</b>														



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS						
RESPONSE TYPE	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME
ALS Response	00:00:58	00:08:54	00:07:55	00:30:51	00:17:54	00:57:49
BLS Response	00:00:55	00:09:17	00:08:22	00:27:14	00:16:07	00:50:58

OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS BY SHIFT						
SHIFT	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME
A - Shift	00:00:57	00:08:32	00:07:33	00:30:52	00:16:43	00:55:22
B - Shift	00:00:57	00:08:48	00:07:49	00:26:53	00:16:53	00:54:24
C - Shift	00:01:00	00:09:17	00:08:18	00:32:22	00:17:46	00:58:26
D - Shift	00:00:54	00:09:15	00:08:21	00:30:06	00:18:17	00:56:07

INCIDENT METHOD OF ALARM BY SHIFT										
ALARM	A - Shift				B - Shift				Total	
	M91	M92	M93	M94	M95	M96	M97	M98	M99	Total
10-Digit Transfer			1						1	2
911 Network	441	489	496	508	1,934					1,934
Alarm Company	3	4	4	2	13					13
Law Enforcement	10	30	29	16	85					85
Other (Not Listed)	1	2		1	4					4
Other Communication Center			1	1	3					3
Phone - Emergency	10	13	17	14	54					54
Phone - Non-Emergency	7	11	13	23	54					54
Radio	2	5	3	4	14					14
<b>Total</b>	<b>474</b>	<b>556</b>	<b>563</b>	<b>570</b>	<b>2,163</b>					<b>2,163</b>

OUT OF SERVICE SUMMARY BY UNIT									
OUT OF SERVICE REASON	EIMS980	M91	M92	M93	M94	M95	M96	M97	Total
Administrative	00:01:33		00:00:29					00:00:55	00:02:58
Crew issue				00:00:03	00:07:22				00:08:23
Decommination						00:01:36			00:01:36
Mechanical			00:01:05				00:00:25		00:02:15
Supplies				00:00:09					00:00:09
Truck swap				00:00:22	00:00:16				00:00:38
Unspecified/Unknown Reason	00:13:36	00:00:14	00:00:02			00:01:09			00:15:03
<b>Totals DD:HH:MM</b>	<b>00:15:10</b>	<b>00:00:14</b>	<b>00:01:37</b>	<b>00:00:03</b>	<b>00:08:29</b>	<b>00:01:22</b>	<b>00:02:56</b>	<b>00:00:55</b>	<b>00:00:55</b>



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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AVERAGE ASSIGNED TO ENROUTE RESPONSE TIME BY UNIT																																	
MM:SS	* Incidents with units that enroute in district, NO mutual aid responses																																
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average	
EMS930	00:32	00:55	00:50	01:07	00:28		00:47		00:27	00:46	00:59	00:30	01:06	00:21	00:46	00:57	01:15	00:38	01:08	01:03	01:19	00:34	01:16	00:33	00:59	01:08	00:41	00:32	00:30	01:21	00:34	00:00:53	
EMS980	00:47	00:48		00:46	01:25				00:27	00:46	00:59	00:57	00:51	00:47	00:52	00:54	00:55	00:54	00:51	01:04	01:00	00:57	01:19	00:46	00:33	00:59	01:02	00:53	00:47	00:52	00:32	01:07	00:00:50
M91	00:43	00:58	00:46	00:54	00:56	00:46	00:52	01:00	00:45	01:00	01:01	00:48	01:02	01:08	00:42	01:07	00:59	00:35	00:47	00:40	00:50	00:59	00:46	00:48	01:05	01:08	01:27	00:53	00:52	01:04	00:00:54		
M92	00:35	00:28	00:43	00:54	00:43	01:08	00:38	01:00	00:45	01:00	01:01	00:48	01:02	01:08	00:42	01:07	00:59	00:35	00:47	00:40	00:50	00:59	00:46	00:48	01:05	01:08	01:27	00:53	00:52	01:04	00:00:53		
M920	00:39	00:51	01:00	00:52	01:12	00:39	01:53	00:47	00:46	01:05	00:45	01:32	01:11	00:55	01:14	00:50	00:56	00:36	01:02	01:01	00:51	01:12	01:06	01:08	01:17	01:04	00:58	01:19	01:07	00:52	00:01:01		
M921																																	00:00:58
M93	01:01	00:44	01:26	00:55	01:43	01:03	01:08	00:47	01:09	00:54	01:01	00:58	00:40	01:01	00:56	00:42	01:08	00:46	01:10	00:57	01:21	01:07	01:06	01:10	01:04	00:46	00:35	00:58	00:46	00:57	00:45	00:00:59	
M930				00:56						00:10		01:13	00:35					01:02															00:00:48
M94	01:45	00:54	00:43	00:52	00:37	00:56	01:15	01:00	01:27	01:24	00:49	01:05	01:19	00:50	01:17	01:25	00:56	01:16	00:39	00:57	01:01	00:51	00:57	00:51	01:19	01:13	00:39	01:24	00:49	00:58	01:16	00:01:02	
M940	01:45	01:05	01:22	00:27	00:55	01:32	00:38	00:59	00:54	01:09	00:47	01:27	01:00	00:39	00:59	00:58	00:59	00:01	00:59	00:52	00:56	00:53	01:03	00:53	00:57	01:23	00:49	01:19	00:35	01:01	01:08	00:00:58	
M941	01:21																																00:01:20
M95	00:52	00:59	01:12	00:59	00:56	00:51	01:11	01:14	00:45	01:30	01:03	01:00	00:49	01:18	01:15	01:18	01:01	01:12	01:06	00:53	01:05	00:58	00:52	01:31	00:58	01:11	00:43	01:11	00:42	01:05	01:03	00:01:03	
M96	00:58	00:35	00:56	00:40	00:53	01:12	01:03	01:11	01:04	00:55	00:44	00:36	01:10	00:44	01:11	01:03	00:38	00:38	00:33	00:36	01:11	01:14	00:56	01:05	01:03	00:37	00:35	01:05	00:43	00:55	01:17	00:00:54	
M97	01:10	00:53	00:45	01:00	01:12	00:33	00:57	01:00	01:01	00:39	00:46	00:37	01:15	01:00	00:31	00:54	01:35	01:35	00:42	01:06	01:00	01:02	01:17	01:24	01:26	01:19	00:42	00:48	01:04	01:00	00:00:58		
M980			01:21											00:38		00:59	00:25		01:36					00:42	01:03							00:00:53	

AVERAGE ASSIGNED TO ENROUTE RESPONSE TIME BY SHIFT																																	
MM:SS	* Incidents with units that enroute in district, NO mutual aid responses																																
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average	
A - Shift	01:05					00:50	01:17	00:53	01:32					00:46	01:14	00:54	01:28				01:00	01:21	00:56	01:11	00:56	01:14					00:57	01:13	00:00:58
B - Shift	00:49	00:54					00:58	01:17	00:54	01:41					00:53	01:21	00:51	01:18				00:56	01:11	01:06	01:37						00:57	00:00:59	
C - Shift	00:48	00:55	00:49	01:18						00:55	01:18	00:57	01:52				00:50	01:17	00:47	01:17						00:53	01:15	01:04	01:18			00:00:58	
D - Shift			01:03	00:54	01:01	02:07					00:50	01:25	00:39	01:47						00:50	01:34	00:55	01:10					00:45	01:17	00:40	01:10		00:00:54

AVERAGE ASSIGNED TO ENROUTE RESPONSE TIME BY RESPONSE TYPE																																
MM:SS	* Incidents with units that enroute in district, NO mutual aid responses																															
RESPONSE TYPE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average
ALS Response	00:47	00:49	00:56	00:48	01:01	00:45	01:02	01:22	00:54	00:54	01:25	01:39	02:01	00:47	01:17	00:53	01:29	00:52	00:47	01:30	00:52	01:11	00:58	00:56	01:14	01:37	00:47	01:08	01:23	01:17	01:20	00:00:54
BLS Response	00:59	00:45	01:25	00:25	01:04	01:06	01:11	00:57	01:29	01:36	00:51	00:51	00:28	00:37	00:55	00:56	01:26	01:02	00:32	01:00	01:24	00:45	00:52	00:51	01:00	00:59	01:05	00:55	00:40	00:54	00:55	00:00:54



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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MM:SS	AVERAGE ENROUTE TO ONSCENE RESPONSE TIME BY UNIT																															* Incidents with units that enroute in district, NO mutual aid responses		
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average		
EMS930	07:10	16:12	09:19		03:24	06:55			09:21		11:47			06:54	09:21	09:47	07:55					10:15	05:37	09:17					06:56	07:37	10:34	00:08:47		
EMS980	09:23	09:15		11:34	09:35		17:37		06:24	13:41	11:26	10:06	11:30		10:15			10:07		10:45	07:35	09:48	12:14		10:45		08:45	10:23	07:19	09:12	07:59	00:10:10		
M91	08:01	11:19	07:34	08:24	07:43	06:36	07:33	08:05	06:49	07:56	07:43	07:25	07:19	06:28	07:07	05:13	08:17	09:50	08:07	07:14	09:52	07:57	08:40	08:00	06:51	06:40	08:51	07:21	08:24	06:39	07:15	00:07:50		
M92	04:39	06:27	06:40	06:36	09:32	05:56	10:48	04:14	07:57	06:38	06:51	06:42	09:17	06:28	06:34	01:58	08:12	07:41	06:53	09:45	07:30	07:29	05:45	06:19	06:56	07:02	09:55	06:07	08:34	07:04	08:23	00:07:18		
M920	06:01	07:36	09:02	06:37	08:30	09:48	09:47	07:11	05:19	07:35	08:00	07:13	09:07	07:21	07:33	04:56	06:45	05:35	08:29	09:19	06:17	06:49	07:27	07:38	07:54	07:24	08:18	08:26	09:46	08:40	07:41	00:07:47		
M921																											09:04	07:03						00:08:39
M93	06:28	06:40	06:29	07:08	04:27	10:00	06:50	05:46	07:12	05:57	07:02	07:36	07:40	06:32	06:54	06:15	05:20	06:39	07:43	04:10	07:34	07:24	04:17	05:55	04:57	05:28	07:38	08:57	06:11	04:54	08:27	00:06:38		
M930					09:14					06:18		05:35	09:58					07:53																00:08:31
M94	04:50	06:44	05:20	05:28	08:40	05:32	05:55	08:03	06:46	05:14	08:15	07:25	06:36	05:15	06:45	06:54	06:02	05:05	03:52	07:01	04:57	03:59	03:28	04:48	05:57	07:49	07:32	03:41	06:49	06:25	06:09	00:06:01		
M940	07:43	06:42	04:38	04:49	06:25	09:32	07:25	05:33	06:36	06:13	05:18	06:39	07:16	05:01	05:21	05:31	05:51	08:27	07:05	06:21	06:32	07:56	06:12	08:03	07:33	04:49	05:57	06:10	06:43	07:08	04:58	00:06:29		
M941	07:39																																	00:06:17
M95	08:54	09:17	07:35	08:07	06:02	08:44	08:19	08:38	08:11	07:04	07:07	12:00	07:00	09:37	07:42	09:10	09:12	08:31	10:19	08:25	10:12	09:15	03:54	06:09	07:39	08:20	10:27	07:27	08:00	10:35	05:55	00:08:14		
M96	07:15	08:43	06:27	06:01	05:26	04:54	06:33	06:26	06:40	05:47	10:56	06:33	07:06	05:19	06:26	07:00	06:19	05:51	09:29	04:47	05:13	06:27	05:38	06:30	07:40	06:43	07:08	09:55	06:20	06:18	04:44	00:06:44		
M97	05:37	07:31	07:07	12:41	05:32	04:26	04:58	10:22	06:54	05:00	08:14	07:09	08:02	08:16	07:48	05:09	07:14	07:01	08:29	04:19	08:01	05:16	04:44	04:37	07:28	05:26	05:02	09:12	06:10	05:13	00:06:49			
M980			08:32											04:54		07:11	07:36		07:26					07:03									00:07:43	

MM:SS	AVERAGE ENROUTE TO ONSCENE RESPONSE TIME BY SHIFT																															* Incidents with units that enroute in district, NO mutual aid responses		
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average		
A - Shift	07:36					07:32	05:23	07:41	04:55					06:23	05:55	07:01	08:10					07:28	05:34	06:33	07:18					07:08	07:16	00:07:01		
B - Shift	06:57	06:04					07:51	08:05	07:19	05:34					07:33	04:50	06:45	07:19					06:34	06:21	07:01	07:03					06:51	00:07:01		
C - Shift	09:02	07:23	07:30	07:08						07:33	07:42	07:45	06:59					07:44	07:58	07:25	06:32					07:23	06:02	07:32	06:29			00:07:36		
D - Shift				06:51	07:14	06:49	04:24				08:12	08:37	08:07	06:53					07:35	07:06	07:23	07:40						08:12	08:12	07:56	08:07		00:07:40	

MM:SS	AVERAGE ENROUTE TO ONSCENE RESPONSE TIME BY RESPONSE TYPE																															* Incidents with units that enroute in district, NO mutual aid responses		
RESPONSE TYPE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Average		
ALS Response	06:39	06:25	06:42	07:00	06:56	07:19	07:51	09:13	06:53	07:08	08:06	09:20	07:24	06:30	06:10	06:38	06:23	07:11	07:50	06:03	07:07	08:08	06:10	06:47	07:20	07:03	08:21	06:39	06:04	08:05	06:45	00:07:40		
BLS Response	13:49	08:48	07:17	05:17	06:28	08:13	03:06	09:30	06:01	06:06	06:20	08:56	08:37	05:47	04:23	08:28	11:43	10:49	02:15	08:03	05:05	08:28	07:27	06:51	07:51	08:38	07:30	10:57	07:29	08:11	07:40	00:07:40		





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# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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HH:MM:SS								* All units assigned to a response in district that went enroute			
UNIT	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME					
EMS930	00:01:01	00:08:22	00:08:32	00:17:50	00:19:22	00:55:20					
EMS980	00:00:49	00:11:51	00:11:01	00:19:39	00:14:34	00:50:48					
M91	00:00:52	00:08:30	00:07:37	00:34:07	00:16:34	01:00:32					
M92	00:00:53	00:07:50	00:06:55	00:25:03	00:15:58	00:54:04					
M920	00:01:00	00:08:39	00:07:38	00:31:13	00:16:44	00:56:14					
M921	00:00:58	00:09:38	00:08:39	00:38:10	00:17:36	01:06:46					
M93	00:00:59	00:07:09	00:06:09	00:33:06	00:18:05	00:57:11					
M930	00:00:47	00:09:20	00:08:31	00:28:30	00:21:34	00:57:42					
M94	00:01:01	00:06:47	00:05:46	00:27:17	00:17:13	00:52:49					
M940	00:00:59	00:07:17	00:06:18	00:30:02	00:17:35	00:53:35					
M941	00:01:07	00:08:06	00:06:59	00:29:20	00:16:24	00:41:47					
M95	00:01:02	00:09:07	00:08:03	00:34:35	00:16:35	00:59:38					
M96	00:00:52	00:07:13	00:06:20	00:34:38	00:19:12	01:01:26					
M97	00:00:59	00:07:48	00:06:48	00:29:42	00:15:48	00:51:41					
M980	00:00:53	00:08:37	00:07:43	00:28:22	00:20:01	00:54:11					

HH:MM:SS								* All units assigned to a response in district that went enroute			
SHIFT	ASSIGNED TO ENROUTE	ASSIGNED TO ONSCENE	ENROUTE TO ONSCENE	HOSPITAL TO IN-SERVICE	AVERAGE ONSCENE TIME	AVERAGE INCIDENT TIME					
A	00:00:57	00:07:37	00:06:39	00:30:44	00:16:24	00:55:52					
B	00:00:58	00:07:41	00:06:42	00:27:25	00:16:48	00:54:46					
C	00:00:59	00:08:16	00:07:17	00:32:53	00:17:08	00:59:10					
D	00:00:54	00:08:19	00:07:24	00:30:02	00:18:29	00:56:29					





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# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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INCIDENT RESPONSE TOTALS BY UNIT																																	
UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
CHP1	1	1	2					1	1	1	1																						10
D90	5	7	4	2	3	3	11	1	3	2	4	4	5	3	1	3	5	3	7	7	7	6	2	7	5	2	4	5	4	4	3	128	
D901	1	4	3	5	5	1	8	4	1	3	6	2	5	1	1	1	1	2	7													79	
EMS930	6	5	4	4	3			5	4	4	4	4	6	3	4																	72	
EMS980	3	4	4	5	5			6	7	5	7	6	4	6	6																	126	
HCMD1																																4	
M91	11	8	6	8	4	11	6	9	9	11	6	10	9	7	10	8	10	7	7	11	10	11	5	8	6	7	11	10	10	4	8	258	
M92	4	9	5	7	9	7	6	8	8	6	9	11	7	10	2	7	5	8	8	10	6	10	6	8	7	8	7	8	11	9	8	237	
M920	6	10	4	7	8	10	3	6	5	8	8	6	8	7	10	3	10	4	9	10	9	7	9	8	7	6	9	10	7	6	5	225	
M921																																	5
M93	7	7	11	10	10	4	9	9	7	5	10	7	8	7	8	10	7	8	9	7	9	10	5	8	6	9	13	7	8	7	9	251	
M930																																	26
M94	3	8	6	9	6	7	8	8	6	6	5	9	9	10	9	5	8	3	9	7	8	5	6	8	8	3	6	6	7	7	8	213	
M940	1	7	4	5	5	8	10	7	4	6	4	5	10	8	7	6	10	2	8	6	8	6	6	7	8	3	5	6	6	8	7	193	
M941	1																																5
M95	8	5	5	8	9	4	8	8	8	7	7	8	9	3	7	4	9	7	4	7	8	5	7	6	7	7	7	5	8	6	7	208	
M96	7	8	9	10	10	2	9	10	9	10	7	9	10	4	12	7	6	11	10	10	7	11	5	11	6	9	12	11	8	8	7	265	
M97	6	4	1	3	3	8	6	7	3	1	3	4	12	7	8	6	7	2	6	4	7	6	5	4	7	4	2	4	6	4	3	153	
M980																																	25
Totals	69	87	65	87	81	68	68	97	77	71	76	88	106	77	96	60	85	68	79	91	90	80	71	85	80	65	94	82	92	71	77	2,483	

INCIDENT RESPONSE TOTALS BY SHIFT																																
SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
A - Shift	16					63	13	74	7					66	16	51	10					63	9	70	14					63	10	545
B - Shift	53	20					55	23	70	13					80	9	75	7					62	15	66	12					67	627
C - Shift		67	14	74	10				58	11	75	18						61	11	80	27				53	10	65	15			649	
D - Shift			51	13	71	5			65	13	88	11						68	11	63	17						84	17	77	8	662	
Totals	69	87	65	87	81	68	68	97	77	71	76	88	106	77	96	60	85	68	79	91	90	80	71	85	80	65	94	82	92	71	77	2,483

\* All units assigned to a response that went enroute







Division 11 Harris County Emerg Corps

911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

NATURE	EMS930	EMS980	M91	M92	M920	M921	M93	M930	M94	M940	M941	M95	M96	M97	M980	Total
MVA ENTRAPMENT	1		1		1				1	1				1	1	10
MVA HIGH VELOCITY				1	1		1						1			4
MVA INVOLVING ATV			1		1		1									2
MVA INVOLVING BUILDING					1		1									1
MVA INVOLVING BUS					1		1		1							3
MVA ROLL OVER					1		1		1	1				1		10
MVA UNCONSCIOUS					1		1									5
MVA WITH EJECTION					1		1									1
MVA WITH ENTRAPMENT	1			1						1		1	1			5
MVA WITH ROLLOVER					1		1		1			1	1			7
O.B.					1		1		1	1				1		18
OBSTETRICS CALL					1		1					1				2
OVERDOSE					1		1		1	1		1	1			28
OVERDOSE/POISONING					1		1		1	1		1	1			12
POSSIBLE D.O.A.					1		1		1	1		1	1			7
PSYCHIATRIC					1		1		1	1		1	1			75
RESIDENTIAL FIRE	1				1		1		1	1		1	1		1	8
RESIDENTIAL FIRE MULTI					1		1		1	1		1	1			4
RESPIRATORY					1		1		1	1		1	1			217
RESPIRATORY ARREST					1		1		1	1		1	1			4
SEIZURES					1		1		1	1		1	1		1	73
SHOOTING					1		1		1	1		1	1			2
SML NON DWELLING FIRE					1		1		1	1		1	1			3
STABBING					1		1		1	1		1	1			1
STABBING SHOOTING					1		1		1	1		1	1			23
STRANGE ODOR					1		1		1	1		1	1			1
STROKE/CVA					1		1					1				2
STRUCTURE FIRE					1		1									3
STRUCTURE FIRE HIGH LIFE					1		1									2
TACTICAL MEDICAL RESPONSE					1		1					1				1
TEST CALL					1		1									1
TRANS/INTERFAC/PALLIATIVE CARE					1		1		1							2
TRAUMATIC INJURIES (SPECIFIC)					1		1		1	1		1				8
UNCONSCIOUS PARTY					1		1		1	1		1	1			121
UNKNOWN PROBLEM					1		1		1	1		1	1			73
Totals	67	108	255	219	215	5	244	25	202	186	5	200	259	150	25	2,166



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

## INCIDENT LOCATION BY UNIT

LOCATION	E/MS30	E/MS380	M91	M92	M920	M924	M93	M930	M94	M940	M941	M95	M96	M97	M980	Total
Apartment	4	11	10	15	4	1	30	2	35	30		24	40	15		221
Apt/Retail/SubDivision	5	12	15	8	11		13	4	27	25	3	19	18	12	5	177
Arena / Stadium				2												2
Building [any] under construction									1					1		2
College												1				1
Daycare center													1			1
Dialysis Center					1				1							2
Elementary school			2		1										1	4
Health care provider office					1		1		2							3
High school										1						1
Hotel/ Motel			1									2				3
LTAC/Rehab/Specialty Hospital			1											2		3
Middle school				4	2								1			7
Mobile home	1	3	7	19	6				4	8		3	6		1	58
Nursing home			2				1		1	3			2	2		11
Nursing Home/Asst Living/SNF			1						1	2				1		5
Other	1		1		1		3	2	2	2	1	1		2		16
Other ambulatory health services establishments			1							1				2		4
Other paved roadways				1												1
Other recreation area					1											2
Other specified industrial and construction area			1						1			1	1			4
Other specified public building	1		2	1			2		3	6		1	3	1	1	21
Other specified sports and athletic area				1												1
Prison									1					1		2
Private commercial establishments				4	4		9	1	4	4		6	11	8	2	65
Private garage of single-family (private) house		2	10	4					1			3				9
Public administrative building				4	1		1									1
Public park			1				1									2
Religious institution			2						1	2			1			6
School / Childcare Facility			1	1	1		2			1		2	1			9
Single-family non-institutional (private) house			143	122		1	125	14	84	74	1	119	147	83	10	567
Single-family non-institutional (private) house	30	36			127											549
Sports and athletics area as the place of occurrence of the external cause					1									1		2
Station - Walk-ins	1		1		1				1					1		5
Street and Highway	22	41	36	27	17	2	34	1	15	15		16	25	14	4	254
Street and highway									29							29
Swimming pool (public)							1									1
Unspecified non-institutional (private) residence		3	15	8	34	1	13	1	2	11				4	1	93
Unspecified residential institution	2		3	2	1		7					2	2			19
Unspecified school									1	1						2
Warehouse Facilities					1											1
<b>Total</b>	<b>67</b>	<b>108</b>	<b>255</b>	<b>219</b>	<b>215</b>	<b>5</b>	<b>244</b>	<b>25</b>	<b>202</b>	<b>186</b>	<b>5</b>	<b>200</b>	<b>259</b>	<b>150</b>	<b>25</b>	<b>2,166</b>



LOCATION	INCIDENT LOCATION BY SHIFT							Total
	A - Shift	B - Shift	C - Shift	D - Shift	Total	A - Shift	B - Shift	
Apartment	64	48	49	60	221			
Apt/Retail/SubDivision	46	41	38	51	176			
Arena / Stadium	1		1		2			
Building [any] under construction		1	1		2			
College			1		1			
Daycare center			1		1			
Dialysis Center			2		2			
Elementary school	2		1	1	4			
Health care provider office	2	1			3			
High school		1			1			
Hotel/ Motel	2			1	3			
LTAC/Rehab/Specialty Hospital		3			3			
Middle school	2	1	2	2	7			
Mobile home	13	16	21	8	58			
Nursing home	4	1	4	2	11			
Nursing Home/Asst Living/SNF			3	2	5			
Other	4	1	4	7	16			
Other ambulatory health services establishments	1	3			4			
Other paved roadways				1	1			
Other recreation area				2	2			
Other specified industrial and construction area	1		2	1	4			
Other specified public building	10	7	2	2	21			
Other specified sports and athletic area			1		1			
Prison			1	1	2			
Private commercial establishments	8	27	18	12	65			
Private garage of single-family (private) house		6	2	1	9			
Public administrative building		1			1			
Public park	1			1	2			
Religious institution		2	2	2	6			
School / Childcare Facility		4	2	3	9			
Single-family non-institutional (private) house	216			319	535			
Single-family non-institutional (private) house		277	304		581			
Sports and athletics area as the place of occurrence of the external cause		2			2			
Station - Walk-ins	1	2		2	5			
Street and Highway	50	81		74	205			
Street and highway			77		77			
Swimming pool (public)	1				1			
Unspecified non-institutional (private) residence	39	27	20	7	93			
Unspecified residential institution	6	3	4	6	19			
Unspecified school				2	2			
Warehouse Facilities	1				1			
<b>Total</b>	<b>475</b>	<b>556</b>	<b>563</b>	<b>570</b>	<b>2,164</b>			





Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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## PATIENT TRANSPORTS BY UNIT

UNIT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
EMS930	0	4	1	2	2	2	2	2	2	4	4	3	3	1	3	3	3	3	1	2	1	3	2	3	2	2	3	4	1	3	40	
EMS980	1	3	0	3	3	3	3	3	3	2	3	3	3	3	3	3	3	1	5	2	1	3	2	2	2	3	6	3	3	2	55	
M91	6	7	4	6	4	6	4	8	6	8	2	5	7	7	6	5	8	3	5	6	5	4	2	4	4	4	7	5	7	4	5	164
M92	1	5	5	4	7	7	3	5	5	4	6	3	6	4	8	1	6	4	6	6	7	4	6	3	6	3	5	5	5	6	5	151
M920	2	7	4	5	2	8	3	4	2	5	6	4	5	5	6	3	7	3	5	5	3	5	5	4	5	5	6	8	7	5	4	148
M921																																4
M93	5	6	4	7	3	4	6	5	4	5	6	6	5	3	4	8	5	5	4	4	5	8	3	4	4	5	8	6	5	4	4	155
M930				3						1	2	3						4														13
M94	1	4	4	4	1	5	6	5	4	3	1	6	6	7	4	3	6	2	4	6	5	5	6	5	7	2	2	2	3	6	6	131
M940	1	5	2	3	3	4	4	4	4	5	4	3	6	6	6	3	7	1	2	5	4	3	4	3	8	1	3	4	4	4	6	122
M941	0																															2
M95	8	4	5	3	3	3	4	7	5	6	5	5	5	1	4	3	2	7	3	3	6	4	4	5	3	5	3	3	7	2	4	132
M96	4	6	8	7	4	1	6	6	6	7	5	4	6	2	7	5	5	5	5	5	6	8	3	6	4	8	7	5	6	4	4	165
M97	3	1	1	2	3	2	4	4	2	1	2	2	6	5	3	4	3	2	5	4	4	2	3	1	3	2	2	1	2	3	1	83
M980			2											1		1	0		2					5		3						14
Totals	32	52	40	44	35	42	40	51	43	47	44	43	58	42	54	39	52	37	41	46	46	46	41	42	48	41	49	45	53	42	44	1,379

## PATIENT TRANSPORTS BY SHIFT

SHIFT	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
A - Shift	7					41	8	41	2					35	8	33	9		39	7	35	9									316	
B - Shift	25	9				32	10	41	8					46	6	43	6		34	7	39	6									351	
C - Shift		43	5	38	6				39	7	38	8					31	8	42	12						35	8	36	9			365
D - Shift			35	6	29	1				37	5	50	7					33	4	34	7						41	9	44	5		347
Totals	32	52	40	44	35	42	40	51	43	47	44	43	58	42	54	39	52	37	41	46	46	46	41	42	48	41	49	45	53	42	44	1,379



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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TRANSPORT DESTINATION		EMS930	EMS980	M91	M92	M920	M921	M93	M930	M94	M940	M941	M95	M96	M97	M980	Total
ALDINE COMMUNITY CARE CTR											1						1
BEN TAUB HOSPITAL				2	1			1			1		1	1			7
CHI ST LUKE'S MEDICAL CENTER		1			1						1						2
CHI ST LUKE'S VINTAGE		3	4	13	7	2		35	3		2		7	47		2	125
CHI ST LUKE'S WOODLANDS		1	1	1	1	1							2	2			9
CONROE REGIONAL MEDICAL CTR													1				1
HCA ER 247 WILLOWBROOK				1				1									2
HCA HOUSTON ER									1								1
HCA HOUSTON ER 277 CYFAIR								1									1
HCA HOUSTON HEALTHCARE NORTHWEST		8	8	53	14	12	1	11	2	4	3		76	20	2	7	221
HCA HOUSTON NORTH CYPRESS				1													1
HCA KINGWOOD MEDICAL CENTER								1		3	2		1				6
HEARTLAND WILLOWBROOK																	1
HOUSTON METHODIST THE WOODLANDS													2				2
KINGWOOD EMERGENCY CENTER				4	3					2	1	1	1	5			17
KINGWOOD MEDICAL CENTER		1	5	6	30	26				22	24		1	11			126
LYNDON B JOHNSON GENERAL HOSPITAL		3	2	14	19	25		1	1	18	9	1	4	1	4		102
MD ANDERSON CANCER CENTER		1				1		1									3
MEMORIAL HERMANN 24-HR EMERGENCY CARE											2						2
MEMORIAL HERMANN GREATER HEIGHTS		1	1	4	2	3		4			4		2	7			21
MEMORIAL HERMANN HOSPITAL					2			6		4	4		1	1	3		23
MEMORIAL HERMANN MEMORIAL CITY								1									1
MEMORIAL HERMANN NORTHEAST		15	3	3	53	59	3	2		71	68		9	2	39	3	327
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT		1			1					1	2				14		19
MEMORIAL HERMANN WOODLANDS				5	2	2		1		1			5	2			18
METHODIST HOSPITAL		1		1						1							3
METHODIST WILLOWBROOK		19	8	50	10	10		87	6	2	1		5	74	3		275
METHODIST WOODLANDS HOSPITAL				3	2	1							7				13
TEXAS CHILDRENS HOSPITAL		1	1	1	1	1		1	1	1	1		1	3		1	10
TEXAS CHILDRENS THE WOODLANDS CAMPUS		1	3	7	2	5		1	1	1			5	5	1	1	31
TEXAS CHILDRENS WOMEN'S PAVILION																	1
THE WOMAN'S HOSPITAL OF TEXAS																	1
TOMBALL REGIONAL HOSPITAL		1						1			1		1	1			3
VETERANS AFFAIRS MEDICAL CENTER						1							1	1			3
<b>Totals</b>		<b>40</b>	<b>55</b>	<b>164</b>	<b>151</b>	<b>148</b>	<b>4</b>	<b>155</b>	<b>13</b>	<b>131</b>	<b>122</b>	<b>2</b>	<b>132</b>	<b>165</b>	<b>83</b>	<b>14</b>	<b>1,379</b>



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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D:HH:MM:SS

\* All units assigned to a response that went enroute in district, NO mutual aid responses

Location Name	AVERAGE HOSPITAL TO IN-SERVICE TIME		
	Transports	Average Duration	Longest Duration
ALDINE COMMUNITY CARE CTR	1	0:00:07:12	0:00:07:12
BEN TAUB HOSPITAL	7	0:00:32:54	0:01:13:06
CHI ST LUKE'S MEDICAL CENTER	2	0:00:25:29	0:00:29:09
CHI ST LUKE'S VINTAGE	125	0:00:32:52	0:01:12:25
CHI ST LUKE'S WOODLANDS	9	0:00:30:07	0:00:49:36
CONROE REGIONAL MEDICAL CTR	1	0:00:53:33	0:00:53:33
HCA ER 247 WILLOWBROOK	2	0:00:16:19	0:00:22:58
HCA HOUSTON ER	1	0:00:18:02	0:00:18:02
HCA HOUSTON ER 277 CYFAIR	1	0:00:27:11	0:00:27:11
HCA HOUSTON HEALTHCARE NORTHWEST	221	0:00:35:54	0:01:53:55
HCA HOUSTON NORTH CYPRESS	1	0:00:35:21	0:00:35:21
HCA KINGWOOD MEDICAL CENTER	6	0:00:36:43	0:01:02:34
HEARTLAND WILLOWBROOK	1	0:00:20:21	0:00:20:21
HOUSTON METHODIST THE WOODLANDS	2	0:00:41:50	0:00:53:48
KINGWOOD EMERGENCY CENTER	17	0:00:31:49	0:01:02:20
KINGWOOD MEDICAL CENTER	126	0:00:32:17	0:01:12:07
LYNDON B JOHNSON GENERAL HOSPITAL	102	0:00:29:41	0:01:10:40
MD ANDERSON CANCER CENTER	3	0:00:33:08	0:00:52:23
MEMORIAL HERMANN 24-HR EMERGENCY CARE	2	0:00:19:23	0:00:22:05
MEMORIAL HERMANN GREATER HEIGHTS	21	0:00:37:01	0:00:57:36
MEMORIAL HERMANN HOSPITAL	23	0:00:39:16	0:01:13:35
MEMORIAL HERMANN MEMORIAL CITY	1	0:00:51:15	0:00:51:15
MEMORIAL HERMANN NORTHEAST	327	0:00:36:59	0:02:20:50
MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT	19	0:00:21:12	0:00:32:48
MEMORIAL HERMANN WOODLANDS	18	0:00:43:23	0:01:03:09
METHODIST HOSPITAL	3	0:00:55:00	0:01:13:26
METHODIST WILLOWBROOK	275	0:00:39:51	0:02:06:41
METHODIST WOODLANDS HOSPITAL	13	0:00:51:18	0:01:27:09
TEXAS CHILDRENS HOSPITAL	10	0:00:25:38	0:00:35:35
TEXAS CHILDRENS THE WOODLANDS CAMPUS	31	0:00:30:12	0:01:26:20
TEXAS CHILDRENS WOMEN'S PAVILION	1	0:00:41:56	0:00:41:56
THE WOMAN'S HOSPITAL OF TEXAS	1	0:00:24:26	0:00:24:26
TOMBALL REGIONAL HOSPITAL	3	0:00:25:49	0:00:33:19
VETERANS AFFAIRS MEDICAL CENTER	3	0:00:39:07	0:00:46:40
<b>Totals</b>	<b>4,379</b>		



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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NO TRANSPORT DISPOSITION		M91	M92	M920	M921	M93	M930	M94	M940	M941	M95	M96	M97	M980	Total
Accidental Activation		2		1		1							2		6
Alternative Disposition						1						2			3
Call Cancelled		1		1		1		2	2	2		1		1	11
Call Cancelled, Call Referred								1							1
Call Complete		3	7	4	3	2	1	1	3	2	2	4	2		32
Call Complete, Patient Gone on															1
Call Reassigned		7	2	8	5	7	1	6	3	2	2	1	3		45
Call Referred	1	4	9	7	8	8		4	4	7	12	2	2	1	67
Call Unfounded	1	2	3	3	1	2		2	1	3	3	3	2		23
Death on Scene		2	1	1	1	1		1	3	5	5	2	2		16
Disregard	4	5	6	10	2	7		7	12	8	7	7	4		72
Disregard by Alarm Co							1				1				2
Disregard, Duplicate Call														1	1
Duplicate Call		1							1				1		2
Fire - Call Complete					1										2
No Medical													3		5
No Patient Contact	1	5	2	1	1	7		7	2	3	2	2	3		33
Patient Gone on Arrival								1	1						4
Public Assist Only													3		6
Refusal AMA	22	39	41	32	40	1	53	9	39	2	37	45	39	6	441
Refusal Parental		1	3	1	4	2			3	1	5	10		1	31
Standby / Tactical Team															1
Test Call		1													1
Unspecified	6	10	14	19	8	7	1	13	3	7	6	6	5	1	100
<b>Totals</b>	<b>34</b>	<b>72</b>	<b>97</b>	<b>89</b>	<b>78</b>	<b>100</b>	<b>13</b>	<b>84</b>	<b>74</b>	<b>3</b>	<b>78</b>	<b>101</b>	<b>71</b>	<b>11</b>	<b>906</b>



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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## INCIDENT DISPOSITION SUMMARY BY UNIT

INCIDENT DISPOSITION	EMS930	EMS980	M91	M92	M920	M921	M93	M930	M94	M940	M941	M95	M96	M97	M980	Total
Accidental Activation			2				1							2		5
Alternative Disposition							1						2			3
Call Cancelled			1		2		1		2	3		2	2		1	14
Call Cancelled, Call Referred								1								1
Call Complete	38	52	168	151	149	4	149	13	130	116	2	129	164	83	13	1,361
Call Complete, Patient Gone on				1												1
Call Reassigned		1					4	1	1	1				1		9
Call Referred		3	9	6	8		8		4	4		7	12	2	1	64
Call Unfounded	1	2	3	3	1		2		1	1		2	3	2		21
Death on Scene			2	1	1		1		1	3			5	2		16
Disregard	2	5	5	10	2		6		7	11		8	7	4		67
Disregard by Alarm Co								1					1			2
Disregard, Duplicate Call															1	1
Duplicate Call																1
Fire - Call Complete										1						1
No Medical							1						1			2
No Patient Contact			5	2	1		7		7	2		3	2	3		5
Patient Gone on Arrival		1														33
Public Assist Only									1	1						4
Refusal AIMA	21	38	42	32	41	1	53	10	39	37	2	37	45	39	6	443
Refusal Parental		1	3	1	4		2		3	3	1	5	10		1	31
Standby / Tactical Team																1
Test Call			1										1			1
Unspecified	5	5	14	11	3		8		8	3		5	4	5	2	73
<b>Totals</b>	<b>67</b>	<b>108</b>	<b>255</b>	<b>219</b>	<b>215</b>	<b>5</b>	<b>244</b>	<b>25</b>	<b>202</b>	<b>186</b>	<b>5</b>	<b>200</b>	<b>259</b>	<b>150</b>	<b>25</b>	<b>2,165</b>



# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

## MUTUAL AID PROVIDED BY YOUR DISTRICT

Incident ID	Date	Time	Shift	Unit	Problem	Provided To	Map	Call Disposition
22-05-21248	05/04/2022	08:34:16	C	M95	6D02A RESPIRATORY	HC-Agency Unknown	NOT FOUND	CALL COMPLETE
22-05-21309	05/04/2022	16:20:44	C	M97	6D02 RESPIRATORY	Atascocita FD	377K	REFUSAL AMA
22-05-21444	05/05/2022	10:29:24	D	M920	CONVULSIONS/SEIZURES	HC-Agency Unknown	375C	CALL COMPLETE
22-05-22124	05/09/2022	11:50:14	B	M97	32B3 UNKNOWN PROBLEM	Atascocita FD	376D	NO MEDICAL
22-05-23408	05/16/2022	08:02:30	A	M97	29D05V MVA ENTRAPMENT	Atascocita FD	336U	CALL COMPLETE
22-05-23414	05/16/2022	08:28:03	A	M94	10D02 CARDIAC	Atascocita FD	337Y	CALL COMPLETE
22-05-23485	05/16/2022	15:50:01	A	M94	17A02G INJ. PARTY FROM A FALL	Atascocita FD	337Y	CALL COMPLETE
22-05-23488	05/16/2022	15:51:14	A	M97	26A08 MEDICAL CALL	Atascocita FD	377A	CALL COMPLETE
22-05-24448	05/21/2022	20:58:17	D	M94	STRUCTURE FIRE	HC-Agency Unknown	375L	DISREGARD
22-05-24946	05/24/2022	18:48:41	A	M92	9E01 FULL ARREST	HC-Agency Unknown	531A	CALL OUT OF TERRITORY
22-05-24946	05/24/2022	18:48:41	A	M940	9E01 FULL ARREST	HC-Agency Unknown	531A	CALL OUT OF TERRITORY
22-05-25181	05/26/2022	07:31:17	C	M91	MOTOR VEHICLE ACCIDENT	HC-Agency Unknown	410G	DISREGARD
22-05-25672	05/28/2022	19:38:09	C	M97	25D03 PSYCHIATRIC	Atascocita FD	377J	DISREGARD
22-05-25828	05/29/2022	18:32:08	D	M97	69D6 RESIDENTIAL FIRE	Atascocita FD	377F	FIRE - CALL COMPLETE
22-05-25830	05/29/2022	19:00:04	D	M97	10D01 CARDIAC	Atascocita FD	377C	CALL COMPLETE
22-05-25991	05/30/2022	16:40:17	A	M97	26O08 MEDICAL CALL	HC-Agency Unknown	NOT FOUND	CALL COMPLETE



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# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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CUMULATIVE TIME BY SHIFT - 05-01-22 to 05-31-22							* DD:HH:MM
SHIFT	INCIDENT	ENROUTE TO SCENE	ONSCENE	TRANSPORT	HOSPITAL	STAGING	
A - Shift	00:12:10	00:01:23	00:03:32	00:02:15	00:04:48	00:00:00	
B - Shift	00:22:37	00:02:24	00:05:52	00:04:02	00:10:02	00:00:45	
C - Shift	00:22:50	00:02:34	00:04:51	00:04:13	00:10:52	00:00:19	
D - Shift	00:19:42	00:02:55	00:04:39	00:03:37	00:08:13	00:00:52	

CUMULATIVE TIME BY UNIT - 05-01-22 to 05-31-22							* DD:HH:MM
SHIFT	INCIDENT	ENROUTE TO SCENE	ONSCENE	TRANSPORT	HOSPITAL	STAGING	
M91	00:13:05	00:01:13	00:02:45	00:02:23	00:06:34	00:00:06	
M92	00:06:23	00:00:36	00:01:45	00:01:23	00:02:33	00:00:00	
M920	00:10:38	00:01:06	00:02:24	00:02:02	00:04:55	00:00:00	
M93	00:11:48	00:01:12	00:02:14	00:02:08	00:06:06	00:00:00	
M94	00:08:01	00:01:32	00:01:59	00:01:26	00:02:50	00:00:30	
M940	00:05:43	00:00:32	00:01:14	00:01:02	00:02:49	00:00:11	
M95	00:06:21	00:01:12	00:01:26	00:01:15	00:02:18	00:00:28	
M96	00:15:19	00:01:52	00:05:05	00:02:27	00:05:47	00:00:41	



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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## CALL TAKING INCIDENTS SUMMARY BY SHIFT - 05-01-22 to 05-31-22

Call Taker	A - Shift	B - Shift	C - Shift	D - Shift	Total
Adam, Estela	8	25	41	9	83
Barber, Jane P		13	28	15	56
Bamey, Pat	47	32	10	18	107
Bates, Jennifer		31	18	29	78
Carpenter, Kelli		25	30	30	85
Charles, Lauren	19	29	19	9	76
Cordova, Carlos	35	14	42		91
Davis, Tammie	11		3	14	28
Edge, Tiffani				16	16
Feldman, Ian	14			14	28
Gaitan, Katherine	66	27	48	24	165
Gonzalez, Alvaro	10	17	22	46	95
Harris, Precious	15	28	54	96	193
Harrison, Kearstyn	13	50	46	53	162
Hernandez, Angelina	39		17		56
Kirby, Justin	2	1			3
Martinez, Michelle	14	8		20	42
Osorio, Tara	27	49	28	32	136
Parks, Jessica	1	8	14	3	26
Posada, Alejandro		27	27	31	85
Rodriguez, Jennifer	16	7	10	6	39
Rulz, Ashley	1	40	4	16	61
Saenz, Riva	4			4	8
Schmidt, Amy	4	1	2		7
Scott, Robert T	24	42	19	3	88
Silva, Jimmy		3	1		4
Turner, Shemekia	14	22	11	34	81
Walls, Moraya	73	50	58	61	242
Whittradge, Jennifer	18	7	11	1	37
<b>Total</b>	<b>475</b>	<b>556</b>	<b>563</b>	<b>570</b>	<b>2,164</b>





# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

Division 11 Harris County Emerg Corps

## CALL TAKING TIME AVERAGES SUMMARY BY SHIFT - 05-01-22 to 05-31-22

Call Taker	A - Shift	B - Shift	C - Shift	D - Shift
Adam, Estela	00:03:55	00:03:20	00:03:17	00:03:12
Barber, Jane P		00:03:03	00:03:42	00:07:06
Barney, Pat	00:05:03	00:03:54	00:04:11	00:05:26
Bates, Jennifer		00:04:59	00:06:51	00:05:11
Carpenter, Kelli		00:03:52	00:04:00	00:03:39
Charles, Lauren	00:04:24	00:03:57	00:02:42	00:03:04
Cordova, Carlos	00:06:18	00:04:05	00:05:09	00:06:15
Davis, Tammie	00:05:32		00:06:52	00:09:28
Edge, Tiffani				
Feldman, Ian	00:03:13			
Gaitan, Katherine	00:05:13	00:05:37	00:05:41	00:04:14
Gonzalez, Alvaro	00:04:25	00:03:02	00:04:27	00:03:54
Harris, Precious	00:04:24	00:05:02	00:04:09	00:04:44
Harrison, Kearstyn	00:04:58	00:05:18	00:05:25	00:05:57
Hernandez, Angelina	00:04:48		00:05:17	
Kirby, Justin	00:00:26	00:00:16		
Martinez, Michelle	00:06:46	00:04:32		00:07:00
Osorio, Tara	00:06:25	00:06:33	00:05:52	00:06:10
Parks, Jessica	00:02:37	00:04:45	00:04:22	00:03:53
Posada, Alejandro		00:05:17	00:04:29	00:05:08
Rodriguez, Jennifer	00:03:36	00:01:51	00:03:37	00:04:46
Ruiz, Ashley	00:06:10	00:03:29	00:02:52	00:03:28
Saenz, Riva	00:05:50			00:11:31
Schmidt, Amy	00:03:15	00:01:16	00:02:02	
Scott, Robert T	00:05:20	00:04:27	00:03:52	00:04:02
Sliva, Jimmy		00:00:29	00:00:33	
Turner, Shemekia	00:04:36	00:05:30	00:04:05	00:04:31
Walls, Moraya	00:05:48	00:05:55	00:05:12	00:05:19
Whittridge, Jennifer	00:03:00	00:02:34	00:03:05	00:00:53



Division 11 Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-22 to 05-31-22

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## CUMULATIVE CALL TAKING TIME SUMMARY BY SHIFT - 05-01-22 to 05-31-22

Call Taker	A - Shift	B - Shift	C - Shift	D - Shift
Adam, Estela	00:39:22	01:23:41	02:15:16	00:28:55
Barber, Jane P		00:39:40	01:43:55	01:46:40
Barney, Pat	03:57:34	02:05:03	00:41:50	01:37:59
Bates, Jennifer		02:34:41	02:09:33	02:30:44
Carpenter, Kelli		01:36:58	02:00:00	01:49:55
Charles, Lauren	01:23:36	01:54:41	00:51:36	00:27:41
Cordova, Carlos	03:40:33	00:57:19	03:36:32	
Davis, Tammie	01:00:54		00:20:38	01:27:34
Edge, Tiffani				02:31:39
Feldman, Ian	00:45:04			
Gaitan, Katherine	05:45:05	02:31:57	04:33:31	01:41:55
Gonzalez, Alvaro	00:44:11	00:51:43	01:38:14	03:00:05
Harris, Precious	01:06:07	02:21:07	03:44:22	07:34:48
Harrison, Kearstyn	01:04:46	04:25:22	04:09:38	05:16:13
Hernandez, Angelina	03:07:25		01:29:58	
Kirby, Justin	00:00:53	00:00:16		
Martinez, Michelle	01:34:57	00:36:23		02:20:08
Osofio, Tara	02:53:27	05:21:18	02:44:25	03:17:42
Parks, Jessica	00:02:37	00:38:07	01:01:09	00:11:39
Posada, Alejandro		02:22:54	02:01:14	02:39:17
Rodriguez, Jennifer	00:57:47	00:13:00	00:36:14	00:28:41
Ruiz, Ashley	00:06:10	02:19:50	00:11:29	00:55:40
Saenz, Riva	00:23:20			00:46:07
Schmidt, Amy	00:13:01	00:01:16	00:04:05	
Scott, Robert T	02:08:10	03:07:23	01:13:41	00:12:06
Silva, Jimmy		00:01:27	00:00:33	
Turner, Shemekia	01:04:26	02:01:07	00:45:03	02:34:01
Wallis, Moraya	07:04:29	04:56:38	05:01:52	05:24:48
Whittridges, Jennifer	00:54:06	00:17:59	00:34:03	00:00:53