



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

**REGULAR BOARD MEETING  
March 02, 2023  
ROLL CALL OF COMMISSIONERS**

APPROVED  
Harris County ESD #1  
Board of Commissioners

CATHY SUNDAY, PRESIDENT

SHIRLEY REED, VICE PRESIDENT

FRED SCIBUOLA, TREASURER

VIRGINIA BAZAN, SECRETARY

PETE SERNA, ASSISTANT TREASURER

CARYN PAPANTONAKIS, LEGAL COUNSEL TO BOARD *Prove*

MELISSA MORTON, CPA TO THE BOARD

MAR 02 2023

President:

Secretary:

*Virginia Bazan*

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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: Thursday, March 2, 2023
Meeting Time: 10:00 a.m.
Posting Date: Friday, February 24, 2023

Location: 2800 Aldine Bender Road
Houston, Texas 77032

AGENDA

APPROVED
Harris County ESD #1
Board of Commissioners

- 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 CMT testing services
11. Discuss and possibly approve the Morton Accounting Services' monthly report and authorize payment of bills
12. Possible action on The Morton Accounting Services' monthly report
13. Harris County Emergency Corps Report (JH)
14. Possible action on Harris County Emergency Corps Report
15. 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.
16. Possible action on closed session
17. Announce next Board meeting
18. Adjourn

MAR 02 2023

President: [Signature]
Secretary: [Signature]

HARRIS COUNTY EMERGENCY SERVICES
DISTRICT #1

[Signature]
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



MAR 02 2023

President: [Signature]

Secretary: [Signature]

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
MINUTES – January 31, 2022 2023**

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, Treasurer Fred Scibuola, Asst. Treasurer Pete Serna, Secretary Virginia Bazan, and Melissa Morton with The Morton Accounting along with Legal Counsel Caryn Papantonakis. Also present were Harris County Emergency Corps (HCEC) personnel: President Jeremy Hyde, VP of Operations Heath White, VP of Administration Keir Vernon, and Executive Administrative Asst. Michelle Sterling along with Legal Counsel Mark Smith.
4. **Adoption of Agenda:** Fred Scibuola made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** None.
6. **Open Comments from the Board of Commissioners:** None.
7. **Review and possibly approve all Meeting Minutes:** Motion to approve all meeting minutes (regular minutes on December 22, 2022, special meeting minutes on January 05, 2023, and special meeting minutes on January 12, 2023) as presented was made by Fred Scibuola. Motion carried.
8. **Report from Building Committee:** Fred Scibuola stated that there was a MUD meeting on January 20 that he attended and Judy was sent the information to finalize architect and building plans as presented which included the deputy's office. He advised them that the estimated date of completion is approximately March 2024. In addition, he requested the names of the police officers that will be working out of the station when that time comes. Mr. Scibuola spoke to the MUD district attorney and stated that he would keep her informed of building progress. The MUD district will be covering the costs of the permits, as previously discussed, in exchange for including the deputy office construction. Jeremy Hyde stated that not much has happened since the last meeting but the schedule has been updated. If permitting goes as planned, demolition could start as early as March. Mr. Hyde will update the fire Chief's so they can prepare. Notice of Detention Requirements document was presented and signed by Cathy Sunday prior to the meeting today.
9. **Possible action on Building Committee report:** None.
10. **Discuss and possibly approve The Morton Accounting Services' monthly report and authorize payment of bills:** At the beginning of December, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$11,883,269. During the month, HCESD No 1 received \$5,930,953 in revenue – the majority of which came from tax revenue. HCESD No 1 processed \$1,678,615 in disbursements during the month. The majority of this balance relates to payments to HCEC for monthly services (\$1,528,370). The ending balance as of December 31, 2022 is \$16,135,606. During December, the opening balance for the Texas Class Prime Investment account was \$11,614,135. We received \$22,047 in interest from the CIP account and \$18,534 from the general texpool account. The ending interest rate was 4.3170%. That rate is continuing to increase.

The ending balance for December was \$10,056,102. The invoices pending board approval total \$76,936. The number is small because she is still waiting on the HCEC invoice. The amount also does not include the Interbelt payment (\$6800) as they do not allow ACH payments. The Chase payment reflects some credits received as a result of refunds from hotel rooms from the SAFE-D conference. \$2,527.88 is the actual balance owed including the credits (will be sent by physical check). Prosperity Bank interest rate is at 2.17% currently. Motion to approve The Morton Accounting Services' monthly report and authorize payment of bills was made by Pete Serna. Motion carried.

11. **Possible action on The Morton Accounting Services' monthly report** None.
  
12. **Discuss and possibly approve audit engagement letter:** Melissa Morton stated that the annual audit is coming up and rates are slightly increased from last year. Additional guidance regarding leases will require more work as well this year. The audit is scheduled to begin in early March. Caryn Papantonakis reviewed the document and has approved it. Motion to approve audit engagement letter was made by Shirley Reed. Motion carried.
  
13. **Harris County Emergency Corps Report:** HCEC report was given by Mr. Hyde as follows:
  - HCEC responded to 2194 911 calls this month, compared to 2077 in the previous month. Response time is 8:24.
  - HCEC is holding a supervisor promotion process to fill a vacant supervisor position. 4 Supervisor candidates have passed on to the second round of interviews.
  - HCEC facilities and preparation held up well during the 48-hour freeze in late December.
  - HCEC is working to move our main radio tower to the Greenspoint area for better radio coverage.
  - HCEC worked with the Houston Astros to review and update their Emergency Action Plan regarding medical emergencies for the players.
  - Vehicle Accidents last month: 1 (minor)
  - Vehicle Maintenance Reports last month: 21
  
14. **Possible action on Harris County Emergency Corps Report:** None.
  
15. **Adjourn to closed session:** None.
  
16. **Possible action on closed session:** None.
  
17. **Announce next Board meeting:** The Regular Board of Commissioners meeting will be held on Tuesday, February 28, 2022 at 10:00 am.
  
18. **Adjourn:** Virginia Bazan made a motion to adjourn. Motion carried. Meeting adjourned at 11:00 am.



Professional Project Management Firm

**HOUSTON**  
3200 Wilcrest Drive  
Suite #100  
Houston, TX 77042  
713/316-4506  
[www.agcm.com](http://www.agcm.com)

February 27, 2023

Jeremy Hyde  
HCESD 1 - Executive Director  
RE: Project Monthly Report

Jeremy:

Below is a monthly report on project activity from the last board meeting along with a look ahead at the next one.

**Since the January 31st board meeting:**

- 1) 1/31/23 – Received an updated project schedule from Construction Masters.
- 2) 2/2/23 – The Design Team received a “Utility Coordination Request for #96”. This shows the anticipated utility consumption used for design purposes for the new station in coordination with the MUD engineer. It was reviewed and approved.
- 3) 2/7/23 – Held the scheduled bi-weekly TEAMS Progress Review call. The Design Team is coordinating final decisions in preparation for issuing the 90% CD Review Package.
- 4) 2/14/23 – Held the scheduled bi-weekly TEAMS Progress Review call.
- 5) 2/14/23 – Received the proposal from S&G Engineers for the #93 Replat Survey. AG|CM reviewed with yourself for approval to proceed, which was granted.
- 6) 2/14/23 – Received the 90% CD Package for review by all parties.
- 7) 2/16/23 – The Design Team distributed the #93 Sanitary Sewer Control Easement drawing.
- 8) 2/20/23 – AG|CM submitted our 90% CD Review Comments to Martinez for implementation into the contract documents. The Owner will provide their comments at the 2/23/23 meeting.
- 9) 2/23/23 – Held the 90% “Page Turn” with Review Comments, Interiors, and Finishes with the Building Committee and Project Team.
- 10) AG|CM received the DRAFT of Construction Materials Testing (CMT) proposals from Alpha Testing and sent to the Design Team to validate the scope with the contract documents. The final proposals will be sent to the Owner.

**Look Ahead:**

- 1) The next board meeting is scheduled for March 2<sup>nd</sup>.
- 2) It is anticipated that final 100% contract documents will be issued within a few weeks. Contract documents have been issued for permitting. Once bids are received, Construction Masters will submit their GMP DRAFT for our review and comments. Hopefully, construction can start by mid-April.

Please review and let me know if you have any questions.

Sincerely:

Paul E. Kullman, AIA  
Senior Program Manager

**CMT COST ESTIMATE**

**HC ESD 1 - Emergency Medical Station  
No. 96 (Preliminary)**

**2947 Washington Drive  
Houston, Texas 77038**

**Cost Estimate No: 96217**



*Environmental*

*Geotechnical*

*Construction Materials*



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

15811 Tuckerton Road  
Houston, Texas 77095

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

02/23/23

**AG|CM, INC. - HOUSTON**

3200 Wilcrest Drive, Suite 100  
Houston, Tx 77042

Attention: Eli Washington  
ewashington@agcm.com

Construction Materials Testing  
Services and Fees

**HC ESD 1 - EMERGENCY MEDICAL STATION  
NO. 96 (PRELIMINARY)**

Houston, Texas 77038

Cost Estimate No:

96217-22-52H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.  
CMT Department Manager

Heath Helgeson  
Senior CMT Estimator

JC/HH

Attachments:      Acceptance Sheet  
                            General Terms and Conditions





## HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

## BUSINESS LOCATIONS

### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)

### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

### 3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

### 4. Houston Office

15811 Tuckerton Road, Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: [rSaravanathiiban@alphatesting.com](mailto:rSaravanathiiban@alphatesting.com)

Joseph Culley, SET, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)

## Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



## **PROJECT INFORMATION**

It is our understanding that a new 1 story, steel framed building with an approximate footprint of 9,100 square feet is to be constructed at 2947 Washington Drive in Houston, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 2/10/2023; structural plans dated: 2/10/2023; and the geotechnical report H223408 provided by Alpha Testing, LLC.**

**During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.**

### **SITE PREPARATION, FILLING, BACKFILLING**

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 38 hours to perform approximately 38 field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

### **UTILITIES**

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 983 linear feet of storm drains would be excavated and installed. In addition, about 360 linear feet of waterlines, and an estimated 267 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 40 hours to perform approximately 220 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

### **MECHANICAL LIME STABILIZATION**

Based on the information provided, that approximately 16,294 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 4 hours to perform approximately 4 density tests and field gradations. In addition, the technician could obtain approximately 1 soil sample for laboratory proctor analysis.

### **CONCRETE TESTING**

Based on information provided, it is our understanding, approximately 581 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 35 hours to mold approximately 55 test cylinders.

### **STRUCTURAL STEEL**

It has been estimated that an engineering technician could be required for approximately 12 hours to visually observe the structural steel placed.



## **SCOPE OF SERVICES**

### **SITE PREPARATION, FILLING, BACKFILLING**

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

### **UTILITIES**

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

### **MECHANICAL LIME STABILIZATION**

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

### **CONCRETE TESTING**

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders every 50 cubic yards.

Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.

### **STRUCTURAL STEEL**

1 trip every 5,000 square feet



## ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, LLC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

### **I. Site Preparation, Filling, Back Filling**

| <b>Description</b>             | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|--------------------------------|-----------------|------------------|-------------------|
| Density Testing /Hour          | 32.00           | \$52.00          | \$1,664.00        |
| Density Testing (ot) /Hour     | 6.00            | \$78.00          | \$468.00          |
| Proof Rolling Observation/Hour | 8.00            | \$52.00          | \$416.00          |
| Material Pickup/Hour           | 4.00            | \$52.00          | \$208.00          |
| Nuclear Density Gauge/Trip     | 6.00            | \$100.00         | \$600.00          |
| Proctor #/Each                 | 2.00            | \$250.00         | \$500.00          |
| Atterberg Limit Test/Each      | 6.00            | \$85.00          | \$510.00          |
| -200 Sieve/Each                | 2.00            | \$85.00          | \$170.00          |
| Vehicle Trip Charge/Trip       | 7.00            | \$100.00         | \$700.00          |
| Engineering Report Review/Hour | 1.00            | \$120.00         | \$120.00          |
| <b>Subtotal</b>                |                 |                  | <b>\$5,356.00</b> |

### **II. Utilities**

| <b>Description</b>                           | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|----------------------------------------------|-----------------|------------------|-------------------|
| Density Testing /Hour                        | 40.00           | \$52.00          | \$2,080.00        |
| Density Testing (ot) /Hour                   | 8.00            | \$78.00          | \$624.00          |
| Material Pickup/Hour                         | 4.00            | \$52.00          | \$208.00          |
| Nuclear Density Gauge/Trip                   | 5.00            | \$100.00         | \$500.00          |
| Compressive Strength of Stabilized Sand/Each | 2.00            | \$240.00         | \$480.00          |
| Proctor #/Each                               | 3.00            | \$250.00         | \$750.00          |
| Atterberg Limit Test/Each                    | 3.00            | \$85.00          | \$255.00          |
| -200 Sieve/Each                              | 3.00            | \$85.00          | \$255.00          |
| Vehicle Trip Charge/Trip                     | 6.00            | \$100.00         | \$600.00          |
| Engineering Report Review/Hour               | 1.00            | \$120.00         | \$120.00          |
| <b>Subtotal</b>                              |                 |                  | <b>\$5,872.00</b> |



### III. Mechanical Lime Stabilization

| Description                    | Est. Qty | Unit Rate | Est. Total        |
|--------------------------------|----------|-----------|-------------------|
| Density Testing /Hour          | 4.00     | \$52.00   | \$208.00          |
| Field Gradations/Hour          | 4.00     | \$52.00   | \$208.00          |
| Material Pickup/Hour           | 4.00     | \$52.00   | \$208.00          |
| Nuclear Density Gauge/Trip     | 2.00     | \$100.00  | \$200.00          |
| Proctor #/Each                 | 1.00     | \$250.00  | \$250.00          |
| Atterberg Limit Test/Each      | 3.00     | \$85.00   | \$255.00          |
| -200 Sieve/Each                | 1.00     | \$85.00   | \$85.00           |
| Vehicle Trip Charge/Trip       | 3.00     | \$100.00  | \$300.00          |
| Engineering Report Review/Hour | 1.00     | \$120.00  | \$120.00          |
| <b>Subtotal</b>                |          |           | <b>\$1,834.00</b> |

### IV. Concrete Testing

| Description                         | Est. Qty | Unit Rate | Est. Total        |
|-------------------------------------|----------|-----------|-------------------|
| Concrete-Testing/Hour               | 35.00    | \$52.00   | \$1,820.00        |
| Concrete-Testing (ot)/Hour          | 5.00     | \$78.00   | \$390.00          |
| Reinforcing Steel Observation/Hour  | 6.00     | \$52.00   | \$312.00          |
| Cylinder Pickup/Hour                | 4.00     | \$52.00   | \$208.00          |
| Concrete Comp. Test/Each            | 55.00    | \$22.00   | \$1,210.00        |
| Floor Flatness (Minimum Charge)/Min | 1.00     | \$650.00  | \$650.00          |
| Vehicle Trip Charge/Trip            | 8.00     | \$100.00  | \$800.00          |
| Engineering Report Review/Hour      | 1.00     | \$120.00  | \$120.00          |
| <b>Subtotal</b>                     |          |           | <b>\$5,510.00</b> |

### V. Concrete Testing ((Spread Footing Observation))

| Description                                    | Est. Qty | Unit Rate | Est. Total        |
|------------------------------------------------|----------|-----------|-------------------|
| Spread Footing Observation/Hour                | 32.00    | \$52.00   | \$1,664.00        |
| Cylinder Pickup/Hour                           | 4.00     | \$52.00   | \$208.00          |
| Concrete Comp. Test/Each                       | 32.00    | \$22.00   | \$704.00          |
| Vehicle Trip Charge/Trip                       | 9.00     | \$100.00  | \$900.00          |
| Engineering Report Review/Hour                 | 2.00     | \$120.00  | \$240.00          |
| <b>Subtotal ((Spread Footing Observation))</b> |          |           | <b>\$3,716.00</b> |
| <b>TOTAL (Concrete Testing)</b>                |          |           | <b>\$9,226.00</b> |



**VI. Structural Steel**

| <b>Description</b>                      | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|-----------------------------------------|-----------------|------------------|-------------------|
| <b>Structural Steel Monitoring/Hour</b> | <b>12.00</b>    | <b>\$95.00</b>   | <b>\$1,140.00</b> |
| <b>Vehicle Trip Charge/Trip</b>         | <b>3.00</b>     | <b>\$100.00</b>  | <b>\$300.00</b>   |
| <b>Engineering Report Review/Hour</b>   | <b>1.00</b>     | <b>\$120.00</b>  | <b>\$120.00</b>   |
| <b>Subtotal</b>                         |                 |                  | <b>\$1,560.00</b> |

**Grand Total:** **\$23,848.00**

\*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



CMT  
ACCEPTANCE FORM

MAR 02 2023

President: \_\_\_\_\_

Date: February 23, 2023  
HC ESD 1 - EMERGENCY  
MEDICAL STATION NO. 96

Alpha Cost Estimate No: 96210252H  
Secretary: \_\_\_\_\_

Project Name: (PRELIMINARY) CMT Estimate \$23,848.00  
Project City: Houston, Texas 77038

\* Highlighted Areas Must Be Filled Out \*

CLIENT: Harris County ESD #1 ATTN: Jeremy Hyde  
ADDRESS: 2800 Aldine Bender Rd EMAIL: Jhyde@hccc.com  
CITY/STATE/ZIP: Houston TX 77032 PHONE/FAX: 281-977-3806

OWNER OF PROPERTY: Same

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

PROJECT LEGAL DESCRIPTION: \_\_\_\_\_

PROJECT COUNTY: Harris

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

**Non-Solicitation Agreement:** The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: \_\_\_\_\_ 3-2-23  
Signature Title Date

**Accounts Payable Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_

If no names are provided it will be understood no authorized field representative signature is required.

**REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET**

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

**REPORT DISTRIBUTION**

| Firm  | Contact Name | Email |
|-------|--------------|-------|
| _____ | _____        | _____ |
| _____ | _____        | _____ |



## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, 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.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

**Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.**

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, LLC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.





## “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

#### **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.

#### **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 contracts or subcontracts, or for their success or failure.

#### **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



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.

## **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 that 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.





**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.

**CMT COST ESTIMATE**

**HC ESD 1 - Emergency Medical Station  
No. 93 (Preliminary)**

**7710 Fallbrook Drive  
Houston, Texas 77086**

**Cost Estimate No: 96216**



*Environmental*

*Geotechnical*

*Construction Materials*



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

15811 Tuckerton Road  
Houston, Texas 77095

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

02/23/23

**AG|CM, INC. - HOUSTON**

3200 Wilcrest Drive, Suite 100  
Houston, Tx 77042

Attention: Eli Washington  
ewashington@agcm.com

Construction Materials Testing  
Services and Fees

**HC ESD 1 - EMERGENCY MEDICAL STATION  
NO. 93 (PRELIMINARY)**

Houston, Texas 77086

Cost Estimate No: 96216-22-52H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.  
CMT Department Manager

Heath Helgeson  
Senior CMT Estimator

JC/HH  
Attachments: Acceptance Sheet  
General Terms and Conditions



## HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

## BUSINESS LOCATIONS

### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)

### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

### 3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

### 4. Houston Office

15811 Tuckerton Road, Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: [rSaravanathiiban@alphatesting.com](mailto:rSaravanathiiban@alphatesting.com)

Joseph Culley, SET, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)

## Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



## **PROJECT INFORMATION**

It is our understanding that a new 1 story, steel framed building with an approximate footprint of 6,800 square feet is to be constructed at 7710 Fallbrook Drive in Houston, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 2/10/2023; structural plans dated: 2/10/2023; and the geotechnical report H223408 provided by Alpha Testing, LLC.**

**During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.**

### **SITE PREPARATION, FILLING, BACKFILLING**

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 28 hours to perform approximately 32 field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

### **UTILITIES**

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 1,030 linear feet of storm drains would be excavated and installed. In addition, about 318 linear feet of waterlines, and an estimated 215 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 38 hours to perform approximately 234 field density tests. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

### **MECHANICAL LIME STABILIZATION**

Based on the information provided, that approximately 16,154 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 4 hours to perform approximately 4 density tests and field gradations. In addition, the technician could obtain approximately 1 soil sample for laboratory proctor analysis.

### **CONCRETE TESTING**

Based on information provided, it is our understanding, approximately 534 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 26 hours to mold approximately 42 test cylinders.

### **STRUCTURAL STEEL**

It has been estimated that an engineering technician could be required for approximately 12 hours to visually observe the structural steel placed.



## **SCOPE OF SERVICES**

### **SITE PREPARATION, FILLING, BACKFILLING**

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

### **UTILITIES**

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

### **MECHANICAL LIME STABILIZATION**

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

### **CONCRETE TESTING**

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Spread Footings: 1 set of 4 test cylinders every 50 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders every 50 cubic yards.

Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.

### **STRUCTURAL STEEL**

1 trip every 5,000 square feet



## **ESTIMATED TESTING SCHEDULE**

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, LLC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

### **I. Site Preparation, Filling, Back Filling**

| <b>Description</b>             | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|--------------------------------|-----------------|------------------|-------------------|
| Density Testing /Hour          | 24.00           | \$52.00          | \$1,248.00        |
| Density Testing (ot) /Hour     | 4.00            | \$78.00          | \$312.00          |
| Proof Rolling Observation/Hour | 4.00            | \$52.00          | \$208.00          |
| Material Pickup/Hour           | 4.00            | \$52.00          | \$208.00          |
| Nuclear Density Gauge/Trip     | 3.00            | \$100.00         | \$300.00          |
| Proctor #/Each                 | 2.00            | \$250.00         | \$500.00          |
| Atterberg Limit Test/Each      | 6.00            | \$85.00          | \$510.00          |
| -200 Sieve/Each                | 2.00            | \$85.00          | \$170.00          |
| Vehicle Trip Charge/Trip       | 4.00            | \$100.00         | \$400.00          |
| Engineering Report Review/Hour | 1.00            | \$120.00         | \$120.00          |
| <b>Subtotal</b>                |                 |                  | <b>\$3,976.00</b> |

### **II. Utilities**

| <b>Description</b>                           | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|----------------------------------------------|-----------------|------------------|-------------------|
| Density Testing /Hour                        | 32.00           | \$52.00          | \$1,664.00        |
| Density Testing (ot) /Hour                   | 6.00            | \$78.00          | \$468.00          |
| Material Pickup/Hour                         | 4.00            | \$52.00          | \$208.00          |
| Nuclear Density Gauge/Trip                   | 4.00            | \$100.00         | \$400.00          |
| Compressive Strength of Stabilized Sand/Each | 2.00            | \$240.00         | \$480.00          |
| Proctor #/Each                               | 3.00            | \$250.00         | \$750.00          |
| Atterberg Limit Test/Each                    | 3.00            | \$85.00          | \$255.00          |
| -200 Sieve/Each                              | 3.00            | \$85.00          | \$255.00          |
| Vehicle Trip Charge/Trip                     | 5.00            | \$100.00         | \$500.00          |
| Engineering Report Review/Hour               | 1.00            | \$120.00         | \$120.00          |
| <b>Subtotal</b>                              |                 |                  | <b>\$5,100.00</b> |



### III. Mechanical Lime Stabilization

| Description                    | Est. Qty | Unit Rate | Est. Total        |
|--------------------------------|----------|-----------|-------------------|
| Density Testing /Hour          | 4.00     | \$52.00   | \$208.00          |
| Field Gradations/Hour          | 4.00     | \$52.00   | \$208.00          |
| Material Pickup/Hour           | 4.00     | \$52.00   | \$208.00          |
| Nuclear Density Gauge/Trip     | 2.00     | \$100.00  | \$200.00          |
| Proctor #/Each                 | 1.00     | \$250.00  | \$250.00          |
| Atterberg Limit Test/Each      | 3.00     | \$85.00   | \$255.00          |
| -200 Sieve/Each                | 1.00     | \$85.00   | \$85.00           |
| Vehicle Trip Charge/Trip       | 3.00     | \$100.00  | \$300.00          |
| Engineering Report Review/Hour | 1.00     | \$120.00  | \$120.00          |
| <b>Subtotal</b>                |          |           | <b>\$1,834.00</b> |

### IV. Concrete Testing

| Description                         | Est. Qty | Unit Rate | Est. Total        |
|-------------------------------------|----------|-----------|-------------------|
| Concrete-Testing/Hour               | 26.00    | \$52.00   | \$1,352.00        |
| Concrete-Testing (ot)/Hour          | 3.00     | \$78.00   | \$234.00          |
| Reinforcing Steel Observation/Hour  | 4.00     | \$52.00   | \$208.00          |
| Cylinder Pickup/Hour                | 4.00     | \$52.00   | \$208.00          |
| Concrete Comp. Test/Each            | 42.00    | \$22.00   | \$924.00          |
| Floor Flatness (Minimum Charge)/Min | 1.00     | \$650.00  | \$650.00          |
| Vehicle Trip Charge/Trip            | 6.00     | \$100.00  | \$600.00          |
| Engineering Report Review/Hour      | 1.00     | \$120.00  | \$120.00          |
| <b>Subtotal</b>                     |          |           | <b>\$4,296.00</b> |

### V. Concrete Testing ((Spread Footing Observation))

| Description                                    | Est. Qty | Unit Rate | Est. Total        |
|------------------------------------------------|----------|-----------|-------------------|
| Spread Footing Observation/Hour                | 24.00    | \$52.00   | \$1,248.00        |
| Cylinder Pickup/Hour                           | 4.00     | \$52.00   | \$208.00          |
| Concrete Comp. Test/Each                       | 24.00    | \$22.00   | \$528.00          |
| Vehicle Trip Charge/Trip                       | 7.00     | \$100.00  | \$700.00          |
| Engineering Report Review/Hour                 | 1.00     | \$120.00  | \$120.00          |
| <b>Subtotal ((Spread Footing Observation))</b> |          |           | <b>\$2,804.00</b> |
| <b>TOTAL (Concrete Testing)</b>                |          |           | <b>\$7,100.00</b> |





**VI. Structural Steel**

| <b>Description</b>                      | <b>Est. Qty</b> | <b>Unit Rate</b> | <b>Est. Total</b> |
|-----------------------------------------|-----------------|------------------|-------------------|
| <b>Structural Steel Monitoring/Hour</b> | <b>12.00</b>    | <b>\$95.00</b>   | <b>\$1,140.00</b> |
| <b>Vehicle Trip Charge/Trip</b>         | <b>3.00</b>     | <b>\$100.00</b>  | <b>\$300.00</b>   |
| <b>Engineering Report Review/Hour</b>   | <b>1.00</b>     | <b>\$120.00</b>  | <b>\$120.00</b>   |
| <b>Subtotal</b>                         |                 |                  | <b>\$1,560.00</b> |

**Grand Total:** **\$19,570.00**

\*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



CMT  
ACCEPTANCE FORM

MAR 02 2023

Date: February 23, 2023  
HC ESD 1 - EMERGENCY  
MEDICAL STATION NO. 93

Alpha Cost Estimate No: 96216-23-52H

President: \_\_\_\_\_  
Secretary: Oliver Ben

Project Name: (PRELIMINARY) CMT Estimate \$19,570.00  
Project City: Houston, Texas 77086

\* Highlighted Areas Must Be Filled Out \*

CLIENT: Harris County ESD #1 ATTN: Jeremy Hyde  
ADDRESS: 2800 Aldine Bender Rd EMAIL: Jhyde@hcec.com  
CITY/STATE/ZIP: Houston TX 77032 PHONE/FAX: 281-977-3806

OWNER OF PROPERTY: Same

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

PROJECT LEGAL DESCRIPTION: \_\_\_\_\_

PROJECT COUNTY: Harris

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

**Non-Solicitation Agreement:** The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: [Signature] Director 3-02-23  
Signature Title Date

Accounts Payable Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

| Firm  | Contact Name | Email |
|-------|--------------|-------|
| _____ | _____        | _____ |
| _____ | _____        | _____ |



## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, 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.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

**Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.**

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, LLC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



## “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

#### **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.

#### **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 contracts or subcontracts, or for their success or failure.

#### **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





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.

## **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 that 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.



**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.



**HCESD No 1 Monthly Financial Report Summary**  
**February Board Meeting**  
**Thursday, March 2, 2023**

At the beginning of January, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$18,204,845. During the month, HCESD No 1 received \$3,899,978 in revenue – the majority of which came from tax revenue. HCESD No 1 processed \$3,628 in disbursements during the month. The ending balance as of January 31, 2023 is \$22,101,195.

During January, the opening balance for the Texas Class Prime Investment account was \$9,976,102. We received \$23,386 in interest from the CIP account and \$15,440 from the general texpool account. The ending interest rate was 4.5742%. The ending balance for January was \$16,014,928. See page 3 for the “Investment” Report.

The invoices pending board approval total \$3,019,704. See page 4 for “Unpaid Bills Detail” report.

APPROVED  
Harris County ESD #1  
Board of Commissioners

MAR 02 2023

President

Secretary

**Harris County ESD No 1  
General Operating Fund  
As of January 31, 2023**

**General Operating Fund**

**BEGINNING BALANCE:** 18,204,844.98

**REVENUE**

|                      |              |                            |                     |
|----------------------|--------------|----------------------------|---------------------|
| Deposits             | 3,841,979.93 | Tax and Receivable Revenue |                     |
| Interest             | 19,172.26    | Savings Interest           |                     |
| Interest             | 15,440.13    | Texpool Interest           |                     |
| Interest             | 23,385.87    | Texpool Interest - CIP     |                     |
| <b>Total Revenue</b> |              |                            | <b>3,899,978.19</b> |

**DISBURSEMENTS**

|                            |          |                     |                 |
|----------------------------|----------|---------------------|-----------------|
| 16021 SAFE-D               | 1,100.00 | Membership Renewal  |                 |
| 16022 Chase Card Services  | 2,527.88 | Credit Card Payment |                 |
| <b>Total Disbursements</b> |          |                     | <b>3,627.88</b> |

**ENDING BALANCE:** **22,101,195.29**

-

**1/31/2023**

**Balance**

**LOCATION OF ASSETS**

|                                |              |
|--------------------------------|--------------|
| Prosperity Operating           | 98,483.73    |
| Prosperity Money Mkt           | 5,987,783.99 |
| Texas Class                    | 9,982,688.54 |
| Texas Class - Capital Projects | 6,032,239.03 |

**Total Account Balance** **22,101,195.29**

Harris County Emergency Services District #1  
 Quarterly Investment Report  
 Monthly Fiscal Year 2022  
 January 31, 2023

| Transaction Date |                                     | Capital Project        | PRIME                  | TOTAL                   |
|------------------|-------------------------------------|------------------------|------------------------|-------------------------|
|                  |                                     | Texas Class            | Texas Class            |                         |
| 1/1/2023         | Beg. Balance - Harris County ESD #1 | \$ 6,008,853.16        | \$ 3,967,248.41        | \$ 9,976,101.57         |
|                  |                                     |                        |                        |                         |
| 1/31/2023        | Withdrawals -                       |                        |                        | -                       |
| 1/31/2023        | Withdrawals -                       | -                      |                        | -                       |
| 1/31/2023        | Deposits - From Prosperity MM       |                        | 6,000,000.00           | 6,000,000.00            |
| 1/31/2023        | Interest 4.5742 %                   | 23,385.87              | 15,440.13              | 38,826.00               |
|                  |                                     |                        |                        |                         |
|                  |                                     |                        |                        |                         |
|                  |                                     |                        |                        |                         |
| <b>1/31/2023</b> | <b>Ending Balance</b>               | <b>\$ 6,032,239.03</b> | <b>\$ 9,982,688.54</b> | <b>\$ 16,014,927.57</b> |

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: \_\_\_\_\_

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03/01/23

**Harris County ESD No. 1 - GOF**  
**Unpaid Bills Detail**  
**As of March 1, 2023**

| Type                                         | Date       | Num                 | Memo                                                 | Due Date   | Open Balance        |
|----------------------------------------------|------------|---------------------|------------------------------------------------------|------------|---------------------|
| <b>AG CM Inc.</b>                            |            |                     |                                                      |            |                     |
| Bill                                         | 01/31/2023 | 10029               | Project Management Support #93 & 96 - January 2023   | 02/10/2023 | 5,187.00            |
| Total AG CM Inc.                             |            |                     |                                                      |            | 5,187.00            |
| <b>Caryn Papantonakis</b>                    |            |                     |                                                      |            |                     |
| Bill                                         | 02/11/2023 |                     | Legal Fees                                           | 02/21/2023 | 6,000.00            |
| Total Caryn Papantonakis                     |            |                     |                                                      |            | 6,000.00            |
| <b>Cathy Sunday_</b>                         |            |                     |                                                      |            |                     |
| Bill                                         | 02/27/2023 | 2023 Reimburse...   | Commissioner Reimbursement 2023                      | 03/09/2023 | 2,250.00            |
| Total Cathy Sunday_                          |            |                     |                                                      |            | 2,250.00            |
| <b>Construction Masters of Houston, Inc.</b> |            |                     |                                                      |            |                     |
| Bill                                         | 01/31/2023 | Pay Request 5-93... | Pay Request 5 - Total Contract \$302,500             | 02/10/2023 | 42,518.00           |
| Total Construction Masters of Houston, Inc.  |            |                     |                                                      |            | 42,518.00           |
| <b>Fred A Scibuola</b>                       |            |                     |                                                      |            |                     |
| Bill                                         | 02/21/2023 | February 21 Reimb   | February 2023 Reimbursement                          | 03/03/2023 | 600.00              |
| Total Fred A Scibuola                        |            |                     |                                                      |            | 600.00              |
| <b>Harris Central Appraisal District</b>     |            |                     |                                                      |            |                     |
| Bill                                         | 03/01/2023 | PSI23000676         | 2nd Qtr Quarter 2023 Assessment                      | 03/11/2023 | 39,673.00           |
| Total Harris Central Appraisal District      |            |                     |                                                      |            | 39,673.00           |
| <b>HCEC</b>                                  |            |                     |                                                      |            |                     |
| Bill                                         | 12/31/2022 | 2734                | December 2022                                        | 01/10/2023 | 1,215,941.00        |
| Bill                                         | 01/31/2023 | 2736                | January 2023                                         | 02/10/2023 | 1,700,805.00        |
| Total HCEC                                   |            |                     |                                                      |            | 2,916,746.00        |
| <b>Oak Interactive, LLC</b>                  |            |                     |                                                      |            |                     |
| Bill                                         | 01/31/2023 | 13489               | Monthly Website Maintenance - January                | 02/10/2023 | 450.00              |
| Total Oak Interactive, LLC                   |            |                     |                                                      |            | 450.00              |
| <b>Shirley Reed</b>                          |            |                     |                                                      |            |                     |
| Bill                                         | 02/25/2023 | Reimb February 24   | Reimbursement Request January 11 - February 23, 2023 | 03/07/2023 | 1,050.00            |
| Total Shirley Reed                           |            |                     |                                                      |            | 1,050.00            |
| <b>The Morton Accounting Services</b>        |            |                     |                                                      |            |                     |
| Bill                                         | 01/31/2023 | 2401                | January CPA Services                                 | 02/10/2023 | 5,229.86            |
| Total The Morton Accounting Services         |            |                     |                                                      |            | 5,229.86            |
| <b>TOTAL</b>                                 |            |                     |                                                      |            | <b>3,019,703.86</b> |

No assurance is provided on these financial statements



**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
**January 2023**

|                                                        | Jan 23       | Budget        | \$ Over Budget | % of Budget |
|--------------------------------------------------------|--------------|---------------|----------------|-------------|
| <b>Ordinary Income/Expense</b>                         |              |               |                |             |
| <b>Income</b>                                          |              |               |                |             |
| <b>41000 · Service Revenue</b>                         |              |               |                |             |
| 41100 · HCEC Ambulance Lease Revenue                   | 7,000.00     | 7,000.00      | 0.00           | 100.0%      |
| 41200 · HCEC Property Lease Revenue                    | 45,553.00    | 45,553.00     | 0.00           | 100.0%      |
| 41000 · Service Revenue - Other                        | 0.00         | 0.00          | 0.00           | 0.0%        |
| <b>Total 41000 · Service Revenue</b>                   | 52,553.00    | 52,553.00     | 0.00           | 100.0%      |
| <b>42000 · Tax Revenues</b>                            |              |               |                |             |
| 42100 · Penalty & Interest                             | 7,773.36     | 9,804.37      | -2,031.01      | 79.3%       |
| 42300 · Tax Revenue                                    | 0.00         | 21,721,193.00 | -21,721,193.00 | 0.0%        |
| <b>Total 42000 · Tax Revenues</b>                      | 7,773.36     | 21,730,997.37 | -21,723,224.01 | 0.0%        |
| <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                      | 1,508.34     | 9,000.00      | -7,491.66      | 16.8%       |
| 43500 · Training & Education                           | 0.00         | 1,000.00      | -1,000.00      | 0.0%        |
| 43550 · Interest Earned on Checking                    | 0.00         | 0.00          | 0.00           | 0.0%        |
| 43700 · Interest Earned on Temp. Invest                | 57,998.26    | 360,000.00    | -302,001.74    | 16.1%       |
| <b>Total 43000 · Other Income</b>                      | 59,506.60    | 377,000.00    | -317,493.40    | 15.8%       |
| <b>Total Income</b>                                    | 119,832.96   | 22,160,550.37 | -22,040,717.41 | 0.5%        |
| <b>Gross Profit</b>                                    | 119,832.96   | 22,160,550.37 | -22,040,717.41 | 0.5%        |
| <b>Expense</b>                                         |              |               |                |             |
| <b>143502 · Commissions Paid from Levy</b>             | 22,326.36    | 80,000.00     | -57,673.64     | 27.9%       |
| <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         | 20,000.00     | -20,000.00     | 0.0%        |
| <b>Total 162800 · Facilities &amp; Equipment (DNU)</b> | 0.00         | 40,000.00     | -40,000.00     | 0.0%        |
| <b>170000 · Capital Purchases</b>                      |              |               |                |             |
| 17001 · Vehicles                                       | 0.00         | 300,000.00    | -300,000.00    | 0.0%        |
| 17002 · Buildings                                      | 0.00         | 6,000,000.00  | -6,000,000.00  | 0.0%        |
| 17003 · Medical Equipment                              | 0.00         | 100,000.00    | -100,000.00    | 0.0%        |
| <b>Total 170000 · Capital Purchases</b>                | 0.00         | 6,400,000.00  | -6,400,000.00  | 0.0%        |
| <b>50000 · Commissioner Salaries and Wages</b>         |              |               |                |             |
| 50250 · Commissioner Reimbursement                     | 600.00       | 36,000.00     | -35,400.00     | 1.7%        |
| <b>Total 50000 · Commissioner Salaries and Wages</b>   | 600.00       | 36,000.00     | -35,400.00     | 1.7%        |
| <b>51000 · HCEC Program Expense</b>                    |              |               |                |             |
| 51100 · HCEC Contract Expense                          | 1,753,358.00 | 20,852,345.00 | -19,098,987.00 | 8.4%        |
| <b>Total 51000 · HCEC Program Expense</b>              | 1,753,358.00 | 20,852,345.00 | -19,098,987.00 | 8.4%        |
| <b>52000 · Contract Services (DNU)</b>                 |              |               |                |             |
| 52100 · Accounting Fees                                | 4,362.62     | 52,000.00     | -47,637.38     | 8.4%        |
| 52200 · Audit Fees                                     | 0.00         | 20,000.00     | -20,000.00     | 0.0%        |
| 52300 · Legal Fees                                     | 6,000.00     | 6,000.00      | 0.00           | 100.0%      |
| 52350 · Outside Contract Services                      | 5,187.00     | 25,000.00     | -19,813.00     | 20.7%       |
| 52550 · Election Expense                               | 0.00         | 1,000.00      | -1,000.00      | 0.0%        |
| <b>Total 52000 · Contract Services (DNU)</b>           | 15,549.62    | 104,000.00    | -88,450.38     | 15.0%       |
| <b>53000 · Operations (DNU)</b>                        |              |               |                |             |
| 53150 · Dues & Subscriptions                           | 1,550.00     | 14,000.00     | -12,450.00     | 11.1%       |
| 53200 · Postage                                        | 0.00         | 300.00        | -300.00        | 0.0%        |
| 53250 · Computer/Software Support                      | 0.00         | 750.00        | -750.00        | 0.0%        |
| 53300 · Printing & Copying                             | 2.32         | 250.00        | -247.68        | 0.9%        |
| 53350 · Legal Notices & Filing Fees                    | 0.00         | 14,000.00     | -14,000.00     | 0.0%        |
| 53400 · Office Supplies                                | 864.92       | 1,000.00      | -135.08        | 86.5%       |

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
**January 2023**

|                                                 | Jan 23               | Budget               | \$ Over Budget      | % of Budget  |
|-------------------------------------------------|----------------------|----------------------|---------------------|--------------|
| <b>Total 53000 · Operations (DNU)</b>           | 2,417.24             | 30,300.00            | -27,882.76          | 8.0%         |
| <b>54000 · General and Admin Expenses</b>       |                      |                      |                     |              |
| 54150 · Insurance - Gen Liab-Err & Omis         | 73,273.00            | 74,300.00            | -1,027.00           | 98.6%        |
| 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                       | 0.00                 | 143,000.00           | -143,000.00         | 0.0%         |
| 54450 · Depreciation Expense                    | 0.00                 | 2,500,000.00         | -2,500,000.00       | 0.0%         |
| 54600 · Travel & Meetings                       | 1,580.00             | 10,000.00            | -8,420.00           | 15.8%        |
| 54650 · Conference, Conven & Meetings           | 0.00                 | 6,000.00             | -6,000.00           | 0.0%         |
| 54700 · Travel/Lodging                          | 947.88               | 10,000.00            | -9,052.12           | 9.5%         |
| 54800 · Repairs & Maintenance (DNU)             | 0.00                 | 10,000.00            | -10,000.00          | 0.0%         |
| <b>Total 54000 · General and Admin Expenses</b> | 75,800.88            | 2,756,800.00         | -2,680,999.12       | 2.7%         |
| <b>60000 · Interest Expense</b>                 | 0.00                 | 140,000.00           | -140,000.00         | 0.0%         |
| <b>61000 · Loan Costs</b>                       | 0.00                 | 75,000.00            | -75,000.00          | 0.0%         |
| <b>Total Expense</b>                            | 1,870,052.10         | 30,514,445.00        | -28,644,392.90      | 6.1%         |
| <b>Net Ordinary Income</b>                      | -1,750,219.14        | -8,353,894.63        | 6,603,675.49        | 21.0%        |
| <b>Other Income/Expense</b>                     |                      |                      |                     |              |
| <b>Other Income</b>                             |                      |                      |                     |              |
| 71000 · Gain/Loss on Sale of Asset              | 0.00                 | 2,000.00             | -2,000.00           | 0.0%         |
| <b>Total Other Income</b>                       | 0.00                 | 2,000.00             | -2,000.00           | 0.0%         |
| <b>Net Other Income</b>                         | 0.00                 | 2,000.00             | -2,000.00           | 0.0%         |
| <b>Net Income</b>                               | <b>-1,750,219.14</b> | <b>-8,351,894.63</b> | <b>6,601,675.49</b> | <b>21.0%</b> |

No assurance is provided on these financial statements

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
**As of January 31, 2023**

03/01/23

Accrual Basis

|                                                | Jan 31, 23            | Jan 31, 22            | \$ Change             | % Change      |
|------------------------------------------------|-----------------------|-----------------------|-----------------------|---------------|
| <b>ASSETS</b>                                  |                       |                       |                       |               |
| <b>Current Assets</b>                          |                       |                       |                       |               |
| <b>Checking/Savings</b>                        |                       |                       |                       |               |
| 11000 · Prosperity Operating Account           | 98,483.73             | 23,327.19             | 75,156.54             | 322.2%        |
| 11050 · Prosperity Money Mkt                   | 5,987,783.99          | 22,340,778.91         | -16,352,994.92        | -73.2%        |
| 11350 · Texas Class Investment                 | 9,982,688.54          | 3,569.12              | 9,979,119.42          | 279,596.1%    |
| 11351 · Texas Class Capital Projects           | 6,032,239.03          | 0.00                  | 6,032,239.03          | 100.0%        |
| <b>Total Checking/Savings</b>                  | <b>22,101,195.29</b>  | <b>22,367,675.22</b>  | <b>-266,479.93</b>    | <b>-1.2%</b>  |
| <b>Accounts Receivable</b>                     | <b>11.57</b>          | <b>11.57</b>          | <b>0.00</b>           | <b>0.0%</b>   |
| <b>Other Current Assets</b>                    |                       |                       |                       |               |
| 11500 · Accounts Receivable                    | 2,556,254.17          | 13,609,035.30         | -11,052,781.13        | -81.2%        |
| 11600 · Fees for Services Receivable           | 23,607.72             | 23,607.72             | 0.00                  | 0.0%          |
| 11800 · Prepaid Expense                        | 122,378.95            | 138,690.81            | -16,311.86            | -11.8%        |
| <b>Total Other Current Assets</b>              | <b>2,702,240.84</b>   | <b>13,771,333.83</b>  | <b>-11,069,092.99</b> | <b>-80.4%</b> |
| <b>Total Current Assets</b>                    | <b>24,803,447.70</b>  | <b>36,139,020.62</b>  | <b>-11,335,572.92</b> | <b>-31.4%</b> |
| <b>Fixed Assets</b>                            |                       |                       |                       |               |
| <b>15000 · Vehicle Assets</b>                  |                       |                       |                       |               |
| 15010 · Vehicles                               | 3,827,341.02          | 3,827,341.02          | 0.00                  | 0.0%          |
| 15020 · Vehicles on Order                      | 58,178.00             | 0.00                  | 58,178.00             | 100.0%        |
| <b>Total 15000 · Vehicle Assets</b>            | <b>3,885,519.02</b>   | <b>3,827,341.02</b>   | <b>58,178.00</b>      | <b>1.5%</b>   |
| <b>16000 · Land</b>                            |                       |                       |                       |               |
| 16010 · Land- 1620 Isom Property               | 235,546.58            | 235,546.58            | 0.00                  | 0.0%          |
| 16020 · Land- Fallbrook Property               | 30,809.15             | 30,809.15             | 0.00                  | 0.0%          |
| 16030 · Land- Old Humble Rd Property           | 117,980.67            | 117,980.67            | 0.00                  | 0.0%          |
| 16040 · Land- 2800 Aldine Bender               | 309,467.00            | 309,467.00            | 0.00                  | 0.0%          |
| 16000 · Land - Other                           | 885,097.93            | 885,097.93            | 0.00                  | 0.0%          |
| <b>Total 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>         |                       |                       |                       |               |
| 17010 · Off. & Maint Equipment                 | 1,502,065.10          | 1,502,065.10          | 0.00                  | 0.0%          |
| 17020 · Medical Equipment                      | 3,879,620.69          | 3,879,620.69          | 0.00                  | 0.0%          |
| 17030 · Software & License Agreements          | 70,320.84             | 70,320.84             | 0.00                  | 0.0%          |
| 17040 · Furniture & Fixtures                   | 247,256.48            | 247,256.48            | 0.00                  | 0.0%          |
| 17050 · Communication Cntr New Station         | 473,980.26            | 473,980.26            | 0.00                  | 0.0%          |
| 17000 · Furniture and Equipment - Other        | 14,850.00             | 14,850.00             | 0.00                  | 0.0%          |
| <b>Total 17000 · Furniture and Equipment</b>   | <b>6,188,093.37</b>   | <b>6,188,093.37</b>   | <b>0.00</b>           | <b>0.0%</b>   |
| <b>18000 · Building and Improvements</b>       |                       |                       |                       |               |
| 18010 · 1620 Isom Admin Bldg                   | 488,507.62            | 488,507.62            | 0.00                  | 0.0%          |
| 18020 · 2800 Aldine Bender Bldg                | 5,810,117.91          | 5,810,117.91          | 0.00                  | 0.0%          |
| 18030 · 7710 Fallbrook Station                 | 476,537.75            | 476,537.75            | 0.00                  | 0.0%          |
| 18040 · 10512 Airline Station                  | 238,339.00            | 238,339.00            | 0.00                  | 0.0%          |
| 18050 · 6310 Aldine Bender Station             | 523,695.00            | 523,695.00            | 0.00                  | 0.0%          |
| 18060 · Station #92                            | 3,761,643.25          | 3,761,643.25          | 0.00                  | 0.0%          |
| 18070 · Station #94                            | 2,856,734.31          | 2,856,734.31          | 0.00                  | 0.0%          |
| 18080 · Station #97                            | 1,989,080.11          | 1,989,080.11          | 0.00                  | 0.0%          |
| 18000 · Building and Improvements - Other      | 183,375.00            | 0.00                  | 183,375.00            | 100.0%        |
| <b>Total 18000 · Building and Improvements</b> | <b>16,328,029.95</b>  | <b>16,144,654.95</b>  | <b>183,375.00</b>     | <b>1.1%</b>   |
| <b>19000 · Accumulated Depreciation</b>        | <b>-11,581,546.22</b> | <b>-11,581,546.22</b> | <b>0.00</b>           | <b>0.0%</b>   |
| <b>Total Fixed Assets</b>                      | <b>16,398,997.45</b>  | <b>16,157,444.45</b>  | <b>241,553.00</b>     | <b>1.5%</b>   |
| <b>Other Assets</b>                            |                       |                       |                       |               |
| 19500 · Call Center License                    | 800,000.00            | 800,000.00            | 0.00                  | 0.0%          |
| <b>Total Other Assets</b>                      | <b>800,000.00</b>     | <b>800,000.00</b>     | <b>0.00</b>           | <b>0.0%</b>   |

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
**As of January 31, 2023**

|                                        | Jan 31, 23           | Jan 31, 22           | \$ Change             | % Change      |
|----------------------------------------|----------------------|----------------------|-----------------------|---------------|
| <b>TOTAL ASSETS</b>                    | <b>42,002,445.15</b> | <b>53,096,465.07</b> | <b>-11,094,019.92</b> | <b>-20.9%</b> |
| <b>LIABILITIES &amp; EQUITY</b>        |                      |                      |                       |               |
| <b>Liabilities</b>                     |                      |                      |                       |               |
| <b>Current Liabilities</b>             |                      |                      |                       |               |
| <b>Accounts Payable</b>                | 3,043,475.56         | 2,497,931.47         | 545,544.09            | 21.8%         |
| <b>Other Current Liabilities</b>       |                      |                      |                       |               |
| <b>22000 · Accrued Expenses</b>        | 33,865.05            | 33,865.05            | 0.00                  | 0.0%          |
| <b>23000 · Other Payables</b>          | 19,808,163.82        | 19,808,163.82        | 0.00                  | 0.0%          |
| <b>24000 · Current Notes Payable</b>   | 451,034.88           | 1,002,762.60         | -551,727.72           | -55.0%        |
| <b>Total Other Current Liabilities</b> | 20,293,063.75        | 20,844,791.47        | -551,727.72           | -2.7%         |
| <b>Total Current Liabilities</b>       | 23,336,539.31        | 23,342,722.94        | -6,183.63             | 0.0%          |
| <b>Long Term Liabilities</b>           |                      |                      |                       |               |
| <b>25000 · Long Term Debt</b>          | 10,525,678.86        | 10,976,713.74        | -451,034.88           | -4.1%         |
| <b>Total Long Term Liabilities</b>     | 10,525,678.86        | 10,976,713.74        | -451,034.88           | -4.1%         |
| <b>Total Liabilities</b>               | 33,862,218.17        | 34,319,436.68        | -457,218.51           | -1.3%         |
| <b>Equity</b>                          |                      |                      |                       |               |
| <b>30000 · Opening Bal Equity</b>      | 5,996,412.00         | 5,996,412.00         | 0.00                  | 0.0%          |
| <b>30100 · Unassigned Fund Balance</b> | 2,479,034.09         | 7,814,447.65         | -5,335,413.56         | -68.3%        |
| <b>30400 · Unrestricted Net Assets</b> | 1,415,000.03         | 1,415,000.03         | 0.00                  | 0.0%          |
| <b>Net Income</b>                      | -1,750,219.14        | 3,551,168.71         | -5,301,387.85         | -149.3%       |
| <b>Total Equity</b>                    | 8,140,226.98         | 18,777,028.39        | -10,636,801.41        | -56.7%        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <b>42,002,445.15</b> | <b>53,096,465.07</b> | <b>-11,094,019.92</b> | <b>-20.9%</b> |

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## Harris County ESD No. 1 - GOF Profit & Loss Detail

03/01/23

Accrual Basis

January 2023

| 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                                           | 01/31/2023 | 2736          |     | HCEC                                 | Master Lease for Vehicles                   | 7,000.00     |
| Total 41100 · HCEC Ambulance Lease Revenue     |            |               |     |                                      |                                             | 7,000.00     |
| <b>41200 · HCEC Property Lease Revenue</b>     |            |               |     |                                      |                                             |              |
| Bill                                           | 01/31/2023 | 2736          |     | HCEC                                 | Original Agreement                          | 45,553.00    |
| Total 41200 · HCEC Property Lease Revenue      |            |               |     |                                      |                                             | 45,553.00    |
| Total 41000 · Service Revenue                  |            |               |     |                                      |                                             | 52,553.00    |
| <b>42000 · Tax Revenues</b>                    |            |               |     |                                      |                                             |              |
| <b>42100 · Penalty &amp; Interest</b>          |            |               |     |                                      |                                             |              |
| Deposit                                        | 01/09/2023 |               |     | Harris County Tax Office             | P&I                                         | 0.00         |
| Deposit                                        | 01/09/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               | 784.88       |
| Deposit                                        | 01/11/2023 |               |     | Harris County Tax Office             | P&I                                         |              |
| Deposit                                        | 01/11/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               | 2,010.87     |
| Deposit                                        | 01/18/2023 |               |     | Harris County Tax Office             | P&I                                         |              |
| Deposit                                        | 01/18/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               | 938.23       |
| Deposit                                        | 01/20/2023 |               |     | Harris County Tax Office             | P&I                                         |              |
| Deposit                                        | 01/20/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               | 2,259.99     |
| Deposit                                        | 01/25/2023 |               |     | Harris County Tax Office             | P&I                                         |              |
| Deposit                                        | 01/25/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               | 1,779.39     |
| Deposit                                        | 01/26/2023 |               |     | Harris County Tax Office             | P&I                                         | 0.00         |
| Deposit                                        | 01/26/2023 |               |     | Harris County Tax Office             | Deliquent P&I                               |              |
| Total 42100 · Penalty & Interest               |            |               |     |                                      |                                             | 7,773.36     |
| Total 42000 · Tax Revenues                     |            |               |     |                                      |                                             | 7,773.36     |
| <b>43000 · Other Income</b>                    |            |               |     |                                      |                                             |              |
| <b>43200 · Donations &amp; Contributions</b>   |            |               |     |                                      |                                             |              |
| Deposit                                        | 01/02/2023 |               |     | Harris County Utility District No 15 | Deposit                                     | 777.50       |
| Deposit                                        | 01/02/2023 |               |     | Harris County Utility District No 15 | Deposit                                     | 730.84       |
| Total 43200 · Donations & Contributions        |            |               |     |                                      |                                             | 1,508.34     |
| <b>43700 · Interest Earned on Temp. Invest</b> |            |               |     |                                      |                                             |              |
| Deposit                                        | 01/31/2023 |               |     |                                      | Interest                                    | 23,385.87    |
| Deposit                                        | 01/31/2023 |               |     |                                      | Interest                                    | 15,440.13    |
| Deposit                                        | 01/31/2023 |               |     |                                      | Interest                                    | 19,172.26    |
| Total 43700 · Interest Earned on Temp. Invest  |            |               |     |                                      |                                             | 57,998.26    |
| Total 43000 · Other Income                     |            |               |     |                                      |                                             | 59,506.60    |
| Total Income                                   |            |               |     |                                      |                                             | 119,832.96   |
| Gross Profit                                   |            |               |     |                                      |                                             | 119,832.96   |
| <b>Expense</b>                                 |            |               |     |                                      |                                             |              |
| <b>143502 · Commissions Paid from Levy</b>     |            |               |     |                                      |                                             |              |
| Deposit                                        | 01/09/2023 |               |     | Harris County Tax Office             | Adj./Fees                                   | 5,437.69     |
| Deposit                                        | 01/11/2023 |               |     | Harris County Tax Office             | Adj./Fees                                   | 5,025.78     |
| Deposit                                        | 01/18/2023 |               |     | Harris County Tax Office             | Adj./Fees                                   | 4,071.99     |
| Deposit                                        | 01/20/2023 |               |     | Harris County Tax Office             | Adj./Fees                                   | 7,790.90     |
| Total 143502 · Commissions Paid from Levy      |            |               |     |                                      |                                             | 22,326.36    |
| <b>50000 · Commissioner Salaries and Wages</b> |            |               |     |                                      |                                             |              |
| <b>50250 · Commissioner Reimbursement</b>      |            |               |     |                                      |                                             |              |
| Bill                                           | 01/29/2023 | January 24... |     | Fred A Scibuola                      | January 2023 Reimbursement                  | 600.00       |
| Total 50250 · Commissioner Reimbursement       |            |               |     |                                      |                                             | 600.00       |
| Total 50000 · Commissioner Salaries and Wages  |            |               |     |                                      |                                             | 600.00       |
| <b>51000 · HCEC Program Expense</b>            |            |               |     |                                      |                                             |              |
| <b>51100 · HCEC Contract Expense</b>           |            |               |     |                                      |                                             |              |
| Bill                                           | 01/31/2023 | 2736          |     | HCEC                                 | Rate \$984.21 @ 2194 Trips less (\$890,863) | 1,753,358.00 |
| Total 51100 · HCEC Contract Expense            |            |               |     |                                      |                                             | 1,753,358.00 |
| Total 51000 · HCEC Program Expense             |            |               |     |                                      |                                             | 1,753,358.00 |
| <b>52000 · Contract Services (DNU)</b>         |            |               |     |                                      |                                             |              |
| <b>52100 · Accounting Fees</b>                 |            |               |     |                                      |                                             |              |
| Bill                                           | 01/31/2023 | 2401          |     | The Morton Accounting Services       | January CPA Services                        | 4,362.62     |

No assurance is provided on these financial statements

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03/01/23

Accrual Basis

Harris County ESD No. 1 - GOF

Profit & Loss Detail

January 2023

| Type                                               | Date       | Num          | Adj | Name                           | Memo                                               | Amount               |
|----------------------------------------------------|------------|--------------|-----|--------------------------------|----------------------------------------------------|----------------------|
| Total 52100 · Accounting Fees                      |            |              |     |                                |                                                    | 4,362.62             |
| <b>52300 · Legal Fees</b>                          |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/11/2023 |              |     | Caryn Papantonakis             | Legal Fees                                         | 6,000.00             |
| Total 52300 · Legal Fees                           |            |              |     |                                |                                                    | 6,000.00             |
| <b>52350 · Outside Contract Services</b>           |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/31/2023 | 10029        |     | AG CM Inc.                     | Project Management Support #93 & 96 - January 2023 | 5,187.00             |
| Total 52350 · Outside Contract Services            |            |              |     |                                |                                                    | 5,187.00             |
| Total 52000 · Contract Services (DNU)              |            |              |     |                                |                                                    | 15,549.62            |
| <b>53000 · Operations (DNU)</b>                    |            |              |     |                                |                                                    |                      |
| <b>53150 · Dues &amp; Subscriptions</b>            |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/31/2023 | 2023 Rene... |     | SAFE-D                         | Safe-D Membership Renewal                          | 1,100.00             |
| Bill                                               | 01/31/2023 | 13489        |     | Oak Interactive, LLC           | Monthly Website Maintenance - January              | 450.00               |
| Total 53150 · Dues & Subscriptions                 |            |              |     |                                |                                                    | 1,550.00             |
| <b>53300 · Printing &amp; Copying</b>              |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/31/2023 | 2401         |     | The Morton Accounting Services | Copies                                             | 2.32                 |
| Total 53300 · Printing & Copying                   |            |              |     |                                |                                                    | 2.32                 |
| <b>53400 · Office Supplies</b>                     |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/31/2023 | 2401         |     | The Morton Accounting Services | Quickbooks Software                                | 864.92               |
| Total 53400 · Office Supplies                      |            |              |     |                                |                                                    | 864.92               |
| Total 53000 · Operations (DNU)                     |            |              |     |                                |                                                    | 2,417.24             |
| <b>54000 · General and Admin Expenses</b>          |            |              |     |                                |                                                    |                      |
| <b>54150 · Insurance - Gen Liab-Err &amp; Omis</b> |            |              |     |                                |                                                    |                      |
| General J...                                       | 01/01/2023 | CPA 22-3R    | *   | VFIS of Texas                  | Prepaid balance for insurance                      | 73,273.00            |
| Total 54150 · Insurance - Gen Liab-Err & Omis      |            |              |     |                                |                                                    | 73,273.00            |
| <b>54600 · Travel &amp; Meetings</b>               |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/20/2023 | De 2022      |     | Chase Card Services            | Safe D Ban/ Expedia                                | 1,580.00             |
| Total 54600 · Travel & Meetings                    |            |              |     |                                |                                                    | 1,580.00             |
| <b>54700 · Travel/Lodging</b>                      |            |              |     |                                |                                                    |                      |
| Bill                                               | 01/20/2023 | De 2022      |     | Chase Card Services            | Hotels for Safe D                                  | 947.88               |
| Total 54700 · Travel/Lodging                       |            |              |     |                                |                                                    | 947.88               |
| Total 54000 · General and Admin Expenses           |            |              |     |                                |                                                    | 75,800.88            |
| Total Expense                                      |            |              |     |                                |                                                    | 1,870,052.10         |
| Net Ordinary Income                                |            |              |     |                                |                                                    | -1,750,219.14        |
| <b>Net Income</b>                                  |            |              |     |                                |                                                    | <b>-1,750,219.14</b> |

No assurance is provided on these financial statements

Cathy Sunday - Reimbursement

| DATE      | From/To                       | Subject                 | Category | Billing   | RUNNING TOTAL |
|-----------|-------------------------------|-------------------------|----------|-----------|---------------|
| 1/3/2023  | First Residential             | Insurance               | Text     | \$ 150.00 | \$ 150.00     |
| 1/4/2023  | Fred                          | Building Committee      | Text     | \$ 150.00 | \$ 300.00     |
| 1/6/2023  | Shirley                       | Building Committee      | Text     | \$ 150.00 | \$ 450.00     |
| 1/11/2023 | Jeremy Hyde                   | Request for Information | Text     | \$ 150.00 | \$ 600.00     |
| 1/13/2023 | Virginia                      | Duties                  | Text     | \$ -      | \$ 600.00     |
| 1/13/2023 | Virginia                      | SAFE-D                  | Text     | \$ 150.00 | \$ 750.00     |
| 1/18/2023 | First Residential             | Insurance               | Text     | \$ 150.00 | \$ 900.00     |
| 1/18/2023 | Jeremy Hyde                   | SAFE-D                  | Text     | \$ -      | \$ 900.00     |
| 1/20/2023 | Michelle                      | SAFE-D                  | Text     | \$ 150.00 | \$ 1,050.00   |
| 1/31/2023 | Virginia                      | Expense Report          | Text     | \$ 150.00 | \$ 1,200.00   |
| 2/1/2023  | Virginia                      | Expense Report          | Text     | \$ 150.00 | \$ 1,350.00   |
| 2/2/2023  | First Residential             | Meeting                 | Text     | \$ -      | \$ 1,350.00   |
| 2/2/2023  | Jeremy Hyde                   | Building Committee      | Text     | \$ 150.00 | \$ 1,500.00   |
| 2/9/2023  | First Residential             | Meeting                 | Text     | \$ 150.00 | \$ 1,650.00   |
| 2/10/2023 | Virginia                      | Expense Report          | Text     | \$ 150.00 | \$ 1,800.00   |
| 2/17/2023 | First Residential             | Insurance               | Text     | \$ 150.00 | \$ 1,950.00   |
| 2/17/2023 | Shirley, Fred, Virginia, Pete | Finance                 | Text     | \$ -      | \$ 1,950.00   |
| 2/21/2023 | Jeremy Hyde                   | Building Committee      | Text     | \$ 150.00 | \$ 2,100.00   |
| 2/26/2023 | First Residential             | Insurance               | Text     | \$ 150.00 | \$ 2,250.00   |

SUBMITTED 2/27/23



**AG|CM, Inc.**  
P.O. Box 2682  
1101 Ocean Drive (78404)  
Corpus Christi, TX 78403  
361-882-0469

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

Invoice number 10029  
Date 02/01/2023

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

Billing Period 01/01/2023 - 01/29/2023

**Invoice Summary**

| Description                       | Contract Amount | Total Billed | Prior Billed | Current Billed | Remaining  | Percent Complete |
|-----------------------------------|-----------------|--------------|--------------|----------------|------------|------------------|
| <b>PROJECT MANAGEMENT SUPPORT</b> | 259,140.00      | 66,421.40    | 61,234.40    | 5,187.00       | 192,718.60 | 25.63            |
| <b>Total</b>                      | 259,140.00      | 66,421.40    | 61,234.40    | 5,187.00       | 192,718.60 | 25.63            |

**Professional Fees**

|                                   | Hours | Rate   | Billed Amount   |
|-----------------------------------|-------|--------|-----------------|
| Design Manager - AIA              |       |        |                 |
| Paul E. Kullman                   | 21.00 | 157.00 | 3,297.00        |
| Project Manager                   |       |        |                 |
| Dhinaker Thangavelu               | 14.00 | 135.00 | 1,890.00        |
| <b>Professional Fees subtotal</b> | 35.00 |        | 5,187.00        |
| <b>Invoice total</b>              |       |        | <b>5,187.00</b> |

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current  | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 10029          | 02/01/2023   | 5,187.00    | 5,187.00 |         |         |         |          |
|                | <b>Total</b> | 5,187.00    | 5,187.00 | 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:**

*Please call to verify any changes to our ACH information at 361-882-0469 ext 311 or 361-215-1533 (Brenda Brewer's cell) prior to making the 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: 01/29/2023

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

**Labor**

WIP Status: Billable

Design Manager - AIA

Paul E. Kullman

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/03/2023 | 2.00 | 157.00 | 314.00 |
|---------------|------------|------|--------|--------|

*Project Team Progress Meeting 2*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/04/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*emails and calls.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/05/2023 | 4.00 | 157.00 | 628.00 |
|---------------|------------|------|--------|--------|

*Special Board Meeting for DD Estimate and Design Presentation*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/06/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and plan review.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/09/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*emails and phone calls*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/10/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Weekly TEAMS for Design Progress*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/11/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*emails and phone calls*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/12/2023 | 5.00 | 157.00 | 785.00 |
|---------------|------------|------|--------|--------|

*Special Board Meeting to approve DD plans and estimate*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/17/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and Calls.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/19/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and Calls.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/20/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and Calls.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/23/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and calls*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/25/2023 | 1.00 | 157.00 | 157.00 |
|---------------|------------|------|--------|--------|

*Emails and calls*

|          |  |              |  |                 |
|----------|--|--------------|--|-----------------|
| Subtotal |  | <b>21.00</b> |  | <b>3,297.00</b> |
|----------|--|--------------|--|-----------------|

Project Manager

Dhinaker Thangavelu

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/03/2023 | 1.00 | 135.00 | 135.00 |
|---------------|------------|------|--------|--------|

*HCESD1 Progress Meeting*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/04/2023 | 1.00 | 135.00 | 135.00 |
|---------------|------------|------|--------|--------|

*Review project notes in preparation for Board of Commissioners Special Meeting on Jan 5th.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/05/2023 | 4.00 | 135.00 | 540.00 |
|---------------|------------|------|--------|--------|

*Attend Board of Commissioners Special Meeting for Building Committee review and approval of 100% DDs and Probable Cost for ESD 93 & 96.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/11/2023 | 1.00 | 135.00 | 135.00 |
|---------------|------------|------|--------|--------|

*Review documnts in preparation for Board Meeting for DD and budget approval on 1/12/23.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 01/12/2023 | 4.00 | 135.00 | 540.00 |
|---------------|------------|------|--------|--------|

**Invoice Supporting Detail**

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

**PROJECT MANAGEMENT SUPPORT  
 Preconstruction & Design**

Phase Status: Active

Billing Cutoff: 01/29/2023

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

**Labor**

WIP Status: Billable

Project Manager

Dhinaker Thangavelu

*Attend Board of Commissioners Special Meeting for Building Committee Meeting - Approval of DDs and Budgets for ESD 93 & 96.*

Billable Time 01/19/2023 2.00 135.00 270.00

*Attend Progress Meeting, discuss Civil Drawings in detail.*

Billable Time 01/24/2023 1.00 135.00 135.00

*Attend Progress & Coordination Meeting.*

|             |              |  |                 |
|-------------|--------------|--|-----------------|
| Subtotal    | <b>14.00</b> |  | <b>1,890.00</b> |
| Labor total | <b>35.00</b> |  | <b>5,187.00</b> |

**PROJECT MANAGEMENT SUPPORT  
 Construction Phase**

Phase Status: Work Hold

Billing Cutoff: 01/29/2023

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

WIP Status:

|          |  |  |             |
|----------|--|--|-------------|
| Subtotal |  |  | <b>0.00</b> |
| total    |  |  | <b>0.00</b> |

**PROJECT MANAGEMENT SUPPORT  
 Survey Service at 1.10**

Phase Status: Active

Billing Cutoff: 01/29/2023

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

WIP Status:

|          |  |  |             |
|----------|--|--|-------------|
| Subtotal |  |  | <b>0.00</b> |
| total    |  |  | <b>0.00</b> |

**Invoice Summary**

|                   | Contract   | Billed    | %  | Remaining  | %  |
|-------------------|------------|-----------|----|------------|----|
| <b>Labor</b>      | 259,140.00 | 37,780.50 | 15 | 221,359.50 | 85 |
| <b>Expense</b>    |            | 1,759.10  |    | -1,759.10  |    |
| <b>Consultant</b> |            | 26,881.80 |    | -26,881.80 |    |
| <b>Total</b>      | 259,140.00 | 66,421.40 | 26 | 192,718.60 | 74 |

# AIA<sup>®</sup> Document G742™ – 2015

## Application and Certificate for Payment for a Design-Build Project

|                       |                                                                       |                 |                                                                                                                         |                                           |                                          |
|-----------------------|-----------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|
| <b>TO OWNER:</b>      | Harris Co. ESD #1<br>2800 Aldine Bender Rd.<br>Houston, TX 77032      | <b>PROJECT:</b> | Harris Co. ESD #93 & #96<br>#93: 7710 Fallbrook, Houston, TX<br>77086 & #96: 2947 Washington Ave.,<br>Houston, TX 77007 | <b>APPLICATION NO:</b> 005                | <b>Distribution to:</b>                  |
|                       |                                                                       |                 |                                                                                                                         | <b>PERIOD TO:</b> January 31, 2023        | OWNER: <input type="checkbox"/>          |
| <b>FROM</b>           |                                                                       |                 |                                                                                                                         | <b>CONTRACT FOR:</b> General Construction | ARCHITECT: <input type="checkbox"/>      |
| <b>DESIGN-BUILDER</b> | Construction Masters of Houston<br>3908 3rd St.<br>Pearland, TX 77581 |                 |                                                                                                                         | <b>CONTRACT DATE:</b>                     | DESIGN-BUILDER: <input type="checkbox"/> |
|                       |                                                                       |                 |                                                                                                                         | <b>PROJECT NOS:</b> / 6922                | FIELD: <input type="checkbox"/>          |
|                       |                                                                       |                 |                                                                                                                         |                                           | OTHER: <input type="checkbox"/>          |

### DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

|                                                                    |              |
|--------------------------------------------------------------------|--------------|
| 1. ORIGINAL CONTRACT SUM .....                                     | \$302,500.00 |
| 2. NET CHANGE BY CHANGE ORDERS .....                               | \$0.00       |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) .....                         | \$302,500.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G743) .....       | \$180,625.00 |
| <b>5. RETAINAGE:</b>                                               |              |
| a. 0 % of Completed Work<br>(Column D + E on G743)                 | \$0.00       |
| b. 0 % of Stored Material<br>(Column F on G743)                    | \$0.00       |
| Total Retainage (Lines 5a + 5b or Total in Column I of G743) ..... | \$0.00       |
| 6. TOTAL EARNED LESS RETAINAGE .....                               | \$180,625.00 |
| (Line 4 Less Line 5 Total)                                         |              |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....                    | \$138,107.00 |
| (Line 6 from prior Certificate)                                    |              |
| 8. CURRENT PAYMENT DUE .....                                       | \$42,518.00  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE                          |              |
| (Line 3 less Line 6)                                               | \$121,875.00 |

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS    |
|----------------------------------------------------|---------------|---------------|
| Total changes approved in previous months by Owner | \$0.00        | \$0.00        |
| Total approved this Month                          | \$0.00        | \$0.00        |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$0.00</b> |
| <b>NET CHANGES by Change Order</b>                 |               | <b>\$0.00</b> |

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


#### DESIGN-BUILDER:

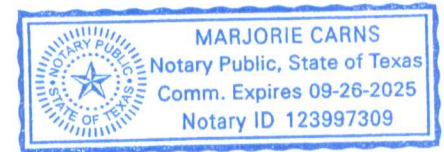
By:   
State of: Texas

Date: February 06, 2023

County of: Brazoria

Subscribed and sworn to before me this 6<sup>th</sup> day of February, 2023

Notary Public: Marjorie Carns   
My Commission expires: September 26, 2025



### CERTIFICATE FOR PAYMENT

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

AMOUNT DUE ..... \$42,518.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### OWNER:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.





## Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #93 & #96**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above-named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 6<sup>th</sup> Day of February, 2023

**Construction Masters of Houston, Inc.**

By: 


Title: **President**

State of Texas }  
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 6<sup>th</sup> day of February, 2023.



  
Notary Public in and for Brazoria County, Texas  
My commission expires: 9/26/25

Harris County Emergency Corps  
 2800 Aldine Bender Road  
 Houston TX 77032

|         |            |
|---------|------------|
| Invoice | 02734      |
| Date    | 12/31/2022 |
| 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 | 12/31/2022     | 2,662          |
| Ordered            | Shipped | B/O         | Item Number      | Description                               | Discount       | Unit Price     | Ext. Price     |
| 1.00               | 1.00    | 0.00        | 911 SERVICES     | 2194 Resp x \$984.21-IMX \$890,863 TrueUp | \$0.00         | \$1,268,494.00 | \$1,268,494.00 |
| 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    |

Thank you for your business!

|                       |                |
|-----------------------|----------------|
| <b>Subtotal</b>       | \$1,215,941.00 |
| <b>Misc</b>           | \$0.00         |
| <b>Tax</b>            | \$0.00         |
| <b>Freight</b>        | \$0.00         |
| <b>Trade Discount</b> | \$0.00         |
| <b>Total</b>          | \$1,215,941.00 |







HARRIS CENTRAL 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: PS123000676  
 Invoice Date: 2/17/2023

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 3/31/2023  
 Terms DUE LAST BUSINESS DAY OF QTR

| Item/Description           | Unit | Order Qty | Quantity | Unit Price | Total Price |
|----------------------------|------|-----------|----------|------------|-------------|
| Qtr 2 QUARTERLY ASSESSMENT |      | 1         | 1        | 39,673.00  | 39,673.00   |

**Subtotal: 39,673.00**  
 Invoice Discount: 0.00  
 Tax: 0.00  


---

**Total: 39,673.00**

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

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

**MAIL TO:**

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

\*\*\* HISTORICAL \*\*\*

Harris County Emergency Corps  
 2800 Aldine Bender Road  
 Houston TX 77032

|         |           |
|---------|-----------|
| Invoice | 02736     |
| Date    | 1/31/2023 |
| 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 | 1/31/2023     | 2,664          |
| Ordered            | Shipped | B/O         | Item Number      | Description                                | Discount       | Unit Price    | Ext. Price     |
| 1.00               | 1.00    | 0.00        | 911 SERVICES     | 2175 Responses x 984.21 - IMX \$387,298.29 | \$0.00         | 1,753,358.00  | \$1,753,358.00 |
| 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    |

Thank you for your business!

|                       |                |
|-----------------------|----------------|
| <b>Subtotal</b>       | \$1,700,805.00 |
| <b>Misc</b>           | \$0.00         |
| <b>Tax</b>            | \$0.00         |
| <b>Freight</b>        | \$0.00         |
| <b>Trade Discount</b> | \$0.00         |
| <b>Total</b>          | \$1,700,805.00 |



# INVOICE

**OAK Interactive, LLC**

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

UNITED STATES

info@oakinteractive.com; Website:

www.oakinteractive.com

**Invoice No#:** 13489

**Invoice Date:** Jan 31, 2023

**Reference:** Creative Services

**Due Date:** Mar 2, 2023

# \$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<br>HCESD-1.org - January | 1       | \$450.00     | \$450.00            |
|   |                                              |         | Subtotal     | \$450.00            |
|   |                                              |         | <b>TOTAL</b> | <b>\$450.00 USD</b> |

## NOTES TO CUSTOMER

January, 2023 - 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





# Invoice

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 1/31/2023 | 2401      |

|                                                                    |
|--------------------------------------------------------------------|
| Bill To                                                            |
| Harris County ESD #1<br>2800 Aldine Bender Rd<br>Houston, TX 77032 |

|        |          |
|--------|----------|
| Terms  | Due Date |
| Net 30 | 3/2/2023 |

| Serviced  | Description                                                                                                                                                                                                                                                                                                  | Time    | Rate     | Amount   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------|
| 1/31/2023 | January CPA Services                                                                                                                                                                                                                                                                                         |         | 2,750.00 | 2,750.00 |
| 1/31/2023 | Additional Hours (Fixed asset management, meeting with board members for ACH approval for Prosperity, meeting with board members regarding credit card, special reporting, working with board members to reset ID for online access and to set up additional board members, research payment for Chase bill) | 11.5187 | 140.00   | 1,612.62 |
| 1/31/2023 | Copies                                                                                                                                                                                                                                                                                                       | 8       | 0.29     | 2.32     |
| 1/31/2023 | Quickbooks Annual Subscription                                                                                                                                                                                                                                                                               |         | 864.92   | 864.92   |

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>            | \$5,229.86 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$5,229.86 |



## President's Report – HCEC

### February 2023 Meeting

- HCEC responded to 2175 911 calls this month, compared to 2194 in the previous month. Our response time is 8:24.
- HCEC filled the vacant supervisor position with Collin Poole. Collin will be a great addition to our Supervisor staff.
- HCEC signed a lease to move our main radio tower to the Greenspoint area for better radio coverage.
- HCEC brought on another dispatch client, Iowa Colony Fire Department. They work closely with one of our existing clients, Manvel EMS.
- HCEC held its first CAB (Chief's Advisory Board) meeting for dispatch since COVID. We had a productive meeting with the fire chiefs.

Vehicle Accidents last month: 1-minor

Maintenance Requests last month: 28



# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

| INCIDENT TOTALS |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | * Medic units that went 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                                                                   | Total        |
| ALS Response    | 65        | 57        | 58        | 47        | 60        | 51        | 55        | 51        | 56        | 63        | 73        | 60        | 50        | 49        | 62        | 55        | 62        | 39        | 56        | 47        | 50        | 57        | 56        | 55        | 56        | 69        | 41        | 49        | 51        | 47        | 47                                                                   | 1,694        |
| BLS Response    | 22        | 21        | 16        | 19        | 14        | 8         | 18        | 20        | 15        | 10        | 16        | 17        | 15        | 10        | 8         | 10        | 15        | 17        | 18        | 20        | 19        | 10        | 10        | 18        | 16        | 12        | 16        | 19        | 22        | 17        | 13                                                                   | 481          |
| <b>Totals</b>   | <b>87</b> | <b>78</b> | <b>74</b> | <b>66</b> | <b>74</b> | <b>59</b> | <b>73</b> | <b>71</b> | <b>71</b> | <b>73</b> | <b>89</b> | <b>77</b> | <b>65</b> | <b>59</b> | <b>70</b> | <b>65</b> | <b>77</b> | <b>56</b> | <b>74</b> | <b>67</b> | <b>69</b> | <b>67</b> | <b>66</b> | <b>73</b> | <b>72</b> | <b>81</b> | <b>57</b> | <b>68</b> | <b>73</b> | <b>64</b> | <b>60</b>                                                            | <b>2,175</b> |

| INCIDENT TOTALS BY SHIFT |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | * Medic units that went 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                                                                   | Total        |     |     |
| A - Shift                | 61        | 10        | 67        | 6         |           |           |           |           |           | 64        | 8         | 78        | 13        |           |           |           |           | 68        | 12        | 65        | 9         |           |           |           |           | 64        | 9         | 48        | 9         |           |                                                                      | 591          |     |     |
| B - Shift                |           | 68        | 7         | 60        | 12        |           |           |           |           | 65        | 11        | 64        | 9         |           |           |           |           |           | 44        | 9         | 58        | 9         |           |           |           |           | 72        | 9         | 59        | 20        |                                                                      |              | 576 |     |
| C - Shift                |           |           |           |           | 62        | 8         | 64        | 14        |           |           |           |           | 56        | 9         | 55        | 13        |           |           |           |           |           | 60        | 14        | 54        | 8         |           |           |           |           | 53        | 13                                                                   | 50           | 533 |     |
| D - Shift                | 26        |           |           |           |           | 51        | 9         | 57        | 7         |           |           |           |           |           | 50        | 15        | 52        | 9         |           |           |           |           |           | 53        | 12        | 65        | 8         |           |           |           |                                                                      | 51           | 10  | 475 |
| <b>Totals</b>            | <b>87</b> | <b>78</b> | <b>74</b> | <b>66</b> | <b>74</b> | <b>59</b> | <b>73</b> | <b>71</b> | <b>71</b> | <b>73</b> | <b>89</b> | <b>77</b> | <b>65</b> | <b>59</b> | <b>70</b> | <b>65</b> | <b>77</b> | <b>56</b> | <b>74</b> | <b>67</b> | <b>69</b> | <b>67</b> | <b>66</b> | <b>73</b> | <b>72</b> | <b>81</b> | <b>57</b> | <b>68</b> | <b>73</b> | <b>64</b> | <b>60</b>                                                            | <b>2,175</b> |     |     |

| INCIDENT PRIORITY LEVEL SUMMARY |            |            |            |            |           |             |              | * Medic units that went enroute in district, NO mutual aid responses |
|---------------------------------|------------|------------|------------|------------|-----------|-------------|--------------|----------------------------------------------------------------------|
| RESPONSE TYPE                   | Alpha      | Bravo      | Charlie    | Delta      | Echo      | Unspecified | Total        |                                                                      |
| ALS Response                    | 209        | 273        | 382        | 605        | 42        | 183         | 1,694        |                                                                      |
| BLS Response                    | 262        | 32         | 1          | 2          |           | 184         | 481          |                                                                      |
| <b>Totals</b>                   | <b>471</b> | <b>305</b> | <b>383</b> | <b>607</b> | <b>42</b> | <b>367</b>  | <b>2,175</b> |                                                                      |

| LEVEL OF SERVICE STATUS CHANGES BY DAY |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |           |
|----------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| LEVEL OF SERVICE Day-}                 | 1        | 2        | 12       | 14       | 8        | 9        | 20       | 22       | 12       | 13       | 15       | 17       | 21       | 23       | 48       | 25       | 26       | 28       | 31       | Total     |
| Level 0                                |          | 1        | 1        | 1        |          |          | 1        | 3        |          |          |          |          |          |          | 1        | 1        |          |          |          | 9         |
| Level 1                                | 2        |          | 1        | 1        | 1        | 1        | 2        | 3        | 2        | 3        | 1        | 2        | 1        | 1        | 2        |          | 3        | 2        | 1        | 29        |
| <b>Totals</b>                          | <b>2</b> | <b>1</b> | <b>2</b> | <b>2</b> | <b>1</b> | <b>1</b> | <b>3</b> | <b>6</b> | <b>2</b> | <b>3</b> | <b>1</b> | <b>2</b> | <b>1</b> | <b>1</b> | <b>3</b> | <b>1</b> | <b>3</b> | <b>2</b> | <b>1</b> | <b>38</b> |

| OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS |                     |                     |                    |                        |                      |                       | * Incidents with units that enroute in district, NO mutual aid responses |
|---------------------------------------------------|---------------------|---------------------|--------------------|------------------------|----------------------|-----------------------|--------------------------------------------------------------------------|
| RESPONSE TYPE                                     | ASSIGNED TO ENROUTE | ASSIGNED TO ONSCENE | ENROUTE TO ONSCENE | HOSPITAL TO IN-SERVICE | AVERAGE ONSCENE TIME | AVERAGE INCIDENT TIME |                                                                          |
| ALS Response                                      | 00:00:59            | 00:08:53            | 00:07:53           | 00:31:31               | 00:17:27             | 00:57:09              |                                                                          |
| BLS Response                                      | 00:00:57            | 00:09:12            | 00:08:14           | 00:28:06               | 00:16:54             | 00:51:18              |                                                                          |



# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

| AVERAGE RESPONSE TIMES BY UNIT - IN DISTRICT |                     |                     |                    |                        |                      |                       | * 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                                       | 00:01:03            | 00:10:46            | 00:09:42           | 00:32:53               | 00:16:18             | 00:54:30              |                                                                  |
| EMS980                                       | 00:01:12            | 00:10:06            | 00:08:53           | 00:15:17               | 00:15:29             | 00:46:56              |                                                                  |
| M91                                          | 00:01:07            | 00:08:21            | 00:07:13           | 00:29:28               | 00:17:49             | 00:58:55              |                                                                  |
| M92                                          | 00:00:55            | 00:08:10            | 00:07:15           | 00:30:51               | 00:16:24             | 00:57:11              |                                                                  |
| M920                                         | 00:00:54            | 00:08:25            | 00:07:30           | 00:31:21               | 00:16:35             | 00:58:20              |                                                                  |
| M93                                          | 00:01:00            | 00:08:20            | 00:07:18           | 00:32:24               | 00:19:50             | 01:01:42              |                                                                  |
| M930                                         | 00:00:55            | 00:07:27            | 00:06:32           | 00:29:29               | 00:18:20             | 00:51:33              |                                                                  |
| M931                                         | 00:00:52            | 00:07:22            | 00:06:39           | 00:25:26               | 00:14:31             | 00:48:46              |                                                                  |
| M94                                          | 00:00:58            | 00:07:13            | 00:06:14           | 00:23:13               | 00:16:27             | 00:47:00              |                                                                  |
| M940                                         | 00:00:58            | 00:07:41            | 00:06:42           | 00:34:56               | 00:16:20             | 00:55:58              |                                                                  |
| M941                                         | 00:01:10            | 00:08:52            | 00:07:42           | 01:18:48               | 00:20:46             | 00:47:44              |                                                                  |
| M95                                          | 00:00:54            | 00:07:42            | 00:06:47           | 00:29:25               | 00:16:15             | 00:47:27              |                                                                  |
| M96                                          | 00:01:00            | 00:08:00            | 00:06:58           | 00:33:31               | 00:18:11             | 01:01:37              |                                                                  |
| M97                                          | 00:00:56            | 00:07:51            | 00:06:55           | 00:36:37               | 00:18:14             | 00:57:39              |                                                                  |
| M980                                         | 00:01:08            | 00:10:03            | 00:08:54           | 00:38:50               | 00:17:00             | 01:01:40              |                                                                  |

| AVERAGE ASSIGNED TO ON SCENE TIME - ALL CALLS |  | * Incidents with units that enroute in district |
|-----------------------------------------------|--|-------------------------------------------------|
| MM:SS                                         |  |                                                 |
| AVERAGE ASSIGNED TO ONSCENE                   |  |                                                 |
| 00:08:24                                      |  |                                                 |

| INCIDENT RESPONSE TOTALS BY SHIFT |     |    |    |    |    |    |    |    |    |    |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | * All units assigned to a response that went enroute |       |
|-----------------------------------|-----|----|----|----|----|----|----|----|----|----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|------------------------------------------------------|-------|
| 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                         | 74  | 12 | 84 | 7  |    |    |    |    | 75 | 8  | 87  | 13 |    |    |    |    | 79 | 13 | 78 | 10 |    |    |    |    | 75 | 10 | 59 | 9  |    |    |                                                      | 693   |
| B - Shift                         |     | 82 | 7  | 69 | 13 |    |    |    |    | 75 | 14  | 75 | 10 |    |    |    |    | 53 | 11 | 67 | 9  |    |    |    |    | 87 | 9  | 62 | 27 |    |                                                      | 670   |
| C - Shift                         |     |    |    |    | 74 | 9  | 73 | 14 |    |    |     |    | 65 | 9  | 71 | 13 |    |    |    |    | 79 | 14 | 59 | 8  |    |    |    |    | 60 | 14 | 63                                                   | 625   |
| D - Shift                         | 36  |    |    |    |    | 60 | 11 | 63 | 7  |    |     |    |    | 59 | 16 | 65 | 9  |    |    |    |    | 62 | 12 | 74 | 8  |    |    |    |    | 58 | 11                                                   | 551   |
| Totals                            | 110 | 94 | 91 | 76 | 87 | 69 | 84 | 77 | 82 | 83 | 101 | 88 | 75 | 68 | 87 | 78 | 88 | 66 | 89 | 77 | 88 | 76 | 71 | 82 | 83 | 97 | 68 | 71 | 87 | 72 | 74                                                   | 2,539 |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

| INCIDENT RESPONSE TOTALS BY UNIT |            |           |           |           |           |           |           |           |           |           |            |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | * All units assigned to a response that went enroute |   |
|----------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------------------------------------------|---|
| 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 |
| D90                              | 5          | 4         | 5         | 5         | 6         | 5         | 3         | 2         | 3         | 5         | 4          | 4         | 4         | 5         | 5         | 5         | 2         | 6         | 5         | 2         | 4         | 4         | 2         | 1         | 6         | 7         | 4         | 2         | 7         | 3         | 4         | 129                                                  |   |
| D901                             | 9          | 6         | 4         | 4         | 3         | 4         | 2         | 1         | 4         | 3         | 5          | 3         | 4         | 1         | 3         | 3         | 5         | 1         | 5         | 6         | 8         |           | 2         | 5         | 3         | 5         | 3         | 3         | 2         | 3         | 6         | 116                                                  |   |
| EMS930                           |            |           |           | 4         |           |           |           |           | 5         |           |            | 5         | 3         | 1         | 3         | 9         |           | 4         |           | 7         |           |           | 3         | 5         |           | 2         |           |           |           |           | 2         | 53                                                   |   |
| EMS980                           |            |           |           |           |           |           | 10        | 5         |           | 4         |            |           |           | 4         | 5         |           |           |           |           |           | 9         | 5         |           | 5         |           | 8         | 6         | 3         | 5         |           | 4         | 73                                                   |   |
| HCMD1                            |            |           | 1         |           |           |           |           |           |           |           |            |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | 1                                                    |   |
| M91                              | 14         | 5         | 8         | 4         | 9         | 8         | 7         | 7         | 11        | 9         | 11         | 8         | 6         | 11        | 8         | 5         | 12        | 9         | 8         | 5         | 9         | 11        | 6         | 7         | 7         | 10        | 7         | 8         | 7         | 10        | 8         | 255                                                  |   |
| M92                              | 6          | 10        | 10        | 5         | 10        | 8         | 9         | 6         | 9         | 5         | 9          | 5         | 6         | 7         | 11        | 8         | 7         | 5         | 7         | 5         | 9         | 8         | 9         | 8         | 8         | 7         | 4         | 8         | 7         | 10        | 9         | 235                                                  |   |
| M920                             | 9          | 12        | 8         | 6         | 9         | 5         | 10        | 10        | 7         | 7         | 8          | 9         | 5         | 5         | 10        | 7         | 9         | 5         | 9         | 5         | 8         | 11        | 5         | 7         | 9         | 5         | 6         | 6         | 9         | 10        | 9         | 240                                                  |   |
| M93                              | 5          | 9         | 11        | 9         | 4         | 6         | 13        | 6         | 8         | 7         | 7          | 8         | 8         | 7         | 8         | 6         | 10        | 7         | 12        | 5         | 5         | 8         | 10        | 5         | 10        | 11        | 5         | 9         | 5         | 6         | 4         | 234                                                  |   |
| M930                             | 4          | 5         |           |           |           |           |           |           |           | 5         | 6          |           |           |           |           |           | 8         |           | 9         |           | 4         |           |           |           | 4         |           |           |           | 4         |           |           | 53                                                   |   |
| M931                             | 3          |           |           |           | 5         | 1         |           |           |           |           |            |           |           |           |           |           |           |           |           |           |           |           |           |           |           | 2         | 3         |           |           |           |           | 14                                                   |   |
| M94                              | 10         | 10        | 7         | 11        | 6         | 7         | 8         | 8         | 7         | 5         | 9          | 8         | 7         | 5         | 7         | 4         | 9         | 4         | 5         | 7         | 6         | 5         | 7         | 5         | 12        | 8         | 6         | 7         | 12        | 4         | 6         | 222                                                  |   |
| M940                             | 14         | 8         | 9         | 9         | 9         | 4         | 6         | 7         | 8         | 7         | 7          | 9         | 4         | 8         | 6         | 7         | 5         | 6         | 4         | 8         | 4         | 6         | 6         | 7         | 6         | 11        | 5         | 9         | 7         | 4         | 6         | 216                                                  |   |
| M941                             | 3          |           |           |           |           |           |           |           |           |           |            |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | 2         |           |           |           |           | 5                                                    |   |
| M95                              | 8          | 8         | 9         | 4         | 5         | 6         | 6         | 8         | 12        | 8         | 10         | 12        | 9         | 4         | 6         | 7         | 5         | 6         | 7         | 6         | 10        | 6         | 6         | 9         | 6         | 5         | 6         | 7         | 9         | 7         | 7         | 224                                                  |   |
| M96                              | 11         | 6         | 10        | 8         | 10        | 8         | 7         | 7         | 7         | 9         | 10         | 8         | 9         | 6         | 10        | 8         | 10        | 7         | 11        | 10        | 9         | 6         | 9         | 11        | 7         | 9         | 7         | 6         | 8         | 5         | 6         | 255                                                  |   |
| M97                              | 9          | 7         | 4         | 4         | 6         | 4         | 3         | 5         | 4         | 8         | 9          | 6         | 6         | 4         | 5         | 6         | 6         | 2         | 3         | 7         | 3         | 6         | 3         | 7         | 1         | 7         | 4         | 3         | 5         | 1         | 3         | 151                                                  |   |
| M980                             |            | 4         | 5         | 3         | 5         | 3         |           |           | 2         |           | 5          | 3         | 4         |           |           | 3         |           | 4         | 4         | 4         |           |           | 3         |           | 4         |           |           |           |           | 5         |           | 61                                                   |   |
| <b>Totals</b>                    | <b>110</b> | <b>94</b> | <b>91</b> | <b>76</b> | <b>87</b> | <b>69</b> | <b>84</b> | <b>77</b> | <b>82</b> | <b>83</b> | <b>101</b> | <b>88</b> | <b>75</b> | <b>68</b> | <b>87</b> | <b>78</b> | <b>88</b> | <b>66</b> | <b>89</b> | <b>77</b> | <b>88</b> | <b>76</b> | <b>71</b> | <b>82</b> | <b>83</b> | <b>97</b> | <b>68</b> | <b>71</b> | <b>87</b> | <b>72</b> | <b>74</b> | <b>2,539</b>                                         |   |

| INCIDENT REFUSAL 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      |
| EMS930                          |           |           |           | 3         |           |           |           | 1         |           |           |           | 2         | 3         |          | 1         |           |           |           |           | 4         |          |           | 1         |           |           | 1         |           |           |          |           | 1         | 17         |
| EMS980                          |           |           |           |           |           |           | 3         | 2         |           | 2         |           |           |           | 2        |           |           |           |           |           |           |          |           | 2         |           | 1         | 1         |           |           |          |           | 1         | 14         |
| M91                             | 3         | 1         | 1         | 1         | 3         | 2         | 3         | 2         | 1         | 3         | 4         | 3         | 1         | 1        | 4         |           | 3         | 2         | 3         | 1         |          |           | 1         | 1         | 1         | 1         |           | 1         | 2        | 2         | 1         | 52         |
| M92                             |           | 1         |           |           | 2         | 1         | 1         | 2         | 2         |           | 2         |           |           | 1        | 2         | 2         | 1         | 2         |           |           | 1        | 4         | 1         | 1         | 2         | 2         |           |           |          | 3         | 1         | 34         |
| M920                            | 1         | 3         | 2         | 1         | 1         | 2         | 1         | 3         | 2         | 1         |           | 1         | 1         |          | 1         | 1         | 3         | 2         | 2         |           |          | 3         |           | 1         | 1         |           | 1         | 1         | 2        |           | 2         | 39         |
| M93                             | 1         | 2         | 3         | 2         | 1         | 2         | 1         |           | 1         |           | 1         |           | 1         |          | 1         |           | 2         | 3         | 4         | 1         |          | 1         |           | 1         | 2         | 1         | 1         | 1         |          | 4         | 2         | 39         |
| M930                            | 1         | 1         |           |           |           |           |           |           |           | 2         | 2         |           |           |          |           |           | 4         |           | 2         |           | 2        |           |           |           |           |           |           |           |          | 2         |           | 16         |
| M931                            |           |           |           |           | 1         |           |           |           |           |           |           |           |           |          |           |           |           |           |           |           |          |           |           |           |           | 1         |           |           |          |           |           | 2          |
| M94                             | 3         | 3         | 1         | 6         | 1         | 3         |           | 3         |           |           | 1         | 2         | 1         | 3        | 1         | 1         | 1         |           | 1         | 1         | 1        | 2         | 2         | 3         | 3         | 3         | 1         | 2         | 2        | 2         | 3         | 56         |
| M940                            | 1         | 1         | 3         | 2         | 1         | 1         |           | 1         |           | 2         | 1         | 3         |           |          |           | 3         |           | 3         |           | 1         |          |           |           |           |           | 4         | 1         | 3         | 1        |           | 1         | 33         |
| M941                            | 3         |           |           |           |           |           |           |           |           |           |           |           |           |          |           |           |           |           |           |           |          |           |           |           |           |           |           | 1         |          |           |           | 4          |
| M95                             | 2         | 1         | 3         |           | 1         |           | 1         |           | 5         | 4         | 1         | 5         | 3         |          |           | 2         | 1         | 2         | 1         | 1         | 3        |           | 3         | 1         | 3         | 1         | 3         | 2         | 1        | 1         | 51        |            |
| M96                             | 3         | 1         | 1         | 1         | 3         |           |           | 2         | 1         | 2         | 2         | 1         |           | 1        | 3         | 1         | 2         |           |           | 5         | 1        | 2         |           | 2         | 1         |           | 1         | 2         |          |           | 1         | 39         |
| M97                             | 2         | 3         | 1         | 2         | 2         | 1         |           | 1         |           | 1         | 2         | 3         | 1         | 1        |           | 2         | 1         |           | 1         | 3         |          | 2         | 2         | 2         |           | 2         | 1         |           |          |           | 1         | 37         |
| M980                            |           |           | 2         |           | 2         | 1         |           |           |           |           | 2         | 1         |           |          |           |           |           | 2         |           | 2         |          |           |           |           | 1         |           |           |           |          | 2         |           | 15         |
| <b>Totals</b>                   | <b>20</b> | <b>17</b> | <b>17</b> | <b>18</b> | <b>18</b> | <b>13</b> | <b>10</b> | <b>17</b> | <b>12</b> | <b>17</b> | <b>18</b> | <b>21</b> | <b>11</b> | <b>9</b> | <b>13</b> | <b>12</b> | <b>18</b> | <b>16</b> | <b>19</b> | <b>15</b> | <b>9</b> | <b>12</b> | <b>12</b> | <b>13</b> | <b>13</b> | <b>18</b> | <b>12</b> | <b>10</b> | <b>8</b> | <b>16</b> | <b>14</b> | <b>448</b> |

## INCIDENT REFUSAL REASON BY SHIFT

| REFUSAL REASON            | A - Shift  | B - Shift  | C - Shift | D - Shift | Total      |
|---------------------------|------------|------------|-----------|-----------|------------|
| Call Complete,Refusal AMA |            | 1          |           |           | 1          |
| Refusal AMA               | 109        | 126        | 91        | 93        | 419        |
| Refusal Parental          | 12         | 8          | 3         | 5         | 28         |
| <b>Total</b>              | <b>121</b> | <b>135</b> | <b>94</b> | <b>98</b> | <b>448</b> |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

## NATURE SUMMARY BY UNIT

| NATURE                         | EMS930 | EMS980 | M91 | M92 | M920 | M93 | M930 | M931 | M94 | M940 | M941 | M95 | M96 | M97 | M980 | Total |
|--------------------------------|--------|--------|-----|-----|------|-----|------|------|-----|------|------|-----|-----|-----|------|-------|
| ABDOMINAL PAIN                 |        | 1      |     |     | 1    |     |      |      | 1   |      |      | 1   |     | 1   |      | 5     |
| ALLERGIC REACTION              |        |        | 1   |     | 1    | 1   |      | 1    | 1   | 1    |      |     | 1   | 1   |      | 19    |
| ANIMAL BITE/ATTACK             | 1      |        |     |     | 1    | 1   |      |      |     |      |      | 1   |     |     |      | 6     |
| ASSAULT                        | 1      | 1      | 1   | 1   | 1    | 1   | 1    |      | 1   | 1    |      | 1   | 1   | 1   | 1    | 94    |
| AUTO-PEDESTRIAN                |        |        | 1   | 1   | 1    |     |      |      |     | 1    |      |     | 1   |     |      | 7     |
| BACK PAIN                      |        |        |     |     |      |     |      |      | 1   |      |      |     |     |     |      | 1     |
| CARDIAC                        |        |        | 1   | 1   | 1    | 1   | 1    | 1    | 1   | 1    |      | 1   | 1   | 1   | 1    | 192   |
| CHILD LOCKED IN VEHICLE        |        |        |     |     |      | 1   |      |      |     |      |      |     |     |     |      | 1     |
| CHOKING                        |        |        |     |     | 1    | 1   |      |      | 1   | 1    |      | 1   | 1   | 1   |      | 12    |
| CITIZEN ASSIST                 |        |        |     |     | 1    |     |      |      |     | 1    |      |     |     |     |      | 2     |
| COMMERCIAL BUILDING FIRE       |        |        | 1   | 1   | 1    | 1   |      |      | 1   |      |      |     | 1   |     |      | 8     |
| CONVULSIONS/SEIZURES           |        |        | 1   |     |      | 1   |      |      |     |      |      | 1   | 1   |     |      | 6     |
| CVA ABNORMAL BREATHING         |        |        | 1   | 1   | 1    | 1   |      |      | 1   |      |      | 1   |     |     |      | 12    |
| CVA LOSS OF BALANCE            |        |        |     |     |      |     |      |      |     |      |      |     | 1   |     |      | 1     |
| CVA NOT ALERT                  |        |        | 1   | 1   | 1    | 1   |      |      |     | 1    |      |     | 1   |     |      | 12    |
| CVA PARALYSIS                  |        |        | 1   |     |      |     |      |      |     |      |      |     |     | 1   |      | 3     |
| CVA SEVERE HEADACHE            |        |        |     |     | 1    |     |      |      |     |      |      |     | 1   |     |      | 2     |
| CVA SPEECH PROBLEM             |        |        | 1   | 1   |      |     | 1    |      | 1   | 1    |      | 1   | 1   |     | 1    | 9     |
| CVA STROKE HISTORY             |        |        |     |     |      |     |      |      |     |      |      |     | 1   |     |      | 2     |
| CVA WEAKNESS                   |        |        |     |     |      |     |      |      |     | 1    |      | 1   | 1   | 1   |      | 6     |
| DIABETIC                       |        |        | 1   | 1   |      | 1   | 1    |      | 1   | 1    |      | 1   | 1   | 1   |      | 22    |
| DROWNING                       |        |        |     |     |      |     |      |      | 1   |      |      |     |     | 1   |      | 2     |
| ELECT-HAZ ELECT ODOR           |        |        |     |     |      |     |      |      |     | 1    |      |     |     |     |      | 1     |
| FALLS                          |        |        | 1   | 1   | 1    |     |      |      | 1   |      | 1    | 1   | 1   | 1   |      | 12    |
| FLEET ACCDNT EMS - NO INJURIES |        |        | 1   |     |      |     |      |      |     |      |      |     |     |     |      | 1     |
| FULL ARREST                    |        |        | 1   | 1   | 1    |     |      |      | 1   | 1    |      | 1   | 1   | 1   | 1    | 29    |
| HEADACHE                       |        |        | 1   |     | 1    |     |      |      | 1   | 1    |      | 1   | 1   | 1   | 1    | 13    |
| HEMORRHAGE/LACERATIONS         |        | 1      | 1   |     | 1    |     |      |      |     |      |      |     | 1   |     |      | 6     |
| INHALATION                     |        |        |     |     |      |     |      |      |     |      |      | 1   |     |     |      | 1     |
| INJ. PARTY FROM A FALL         | 1      | 1      | 1   | 1   | 1    | 1   | 1    |      | 1   | 1    | 1    | 1   | 1   | 1   | 1    | 142   |
| INJURED PARTY                  | 1      | 1      | 1   | 1   | 1    | 1   |      | 1    | 1   | 1    |      | 1   | 1   | 1   | 1    | 56    |
| MAN DOWN                       |        |        |     | 1   |      |     |      |      |     |      |      |     |     |     | 1    | 2     |
| MED CALL                       |        |        |     |     |      |     |      |      |     |      |      | 1   |     |     |      | 1     |
| MEDICAL ALARM                  |        |        | 1   | 1   | 1    |     |      |      |     |      |      | 1   | 1   |     |      | 6     |
| MEDICAL CALL                   | 1      | 1      | 1   | 1   | 1    | 1   | 1    | 1    | 1   | 1    | 1    | 1   | 1   | 1   | 1    | 500   |
| MOTOR VEHICLE ACCIDENT         | 1      | 1      | 1   | 1   | 1    | 1   | 1    |      | 1   | 1    |      | 1   | 1   | 1   | 1    | 211   |
| MVA ARREST                     |        |        |     |     |      |     |      |      | 1   |      |      |     |     |     |      | 1     |
| MVA AUTO PED                   |        |        | 1   |     |      | 1   | 1    |      | 1   |      |      |     | 1   |     | 1    | 10    |
| MVA BIKE MOTORCYCLE            |        |        |     |     |      |     |      |      |     | 1    |      |     |     |     |      | 1     |
| MVA EJECTION                   |        |        |     |     |      |     |      |      |     |      |      |     |     | 1   |      | 1     |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

| NATURE                        | EMS930    | EMS980    | M91        | M92        | M920       | M93        | M930      | M931      | M94        | M940       | M941     | M95        | M96        | M97        | M980      | Total        |
|-------------------------------|-----------|-----------|------------|------------|------------|------------|-----------|-----------|------------|------------|----------|------------|------------|------------|-----------|--------------|
| MVA ENTRAPMENT                |           |           |            |            | 1          |            | 1         |           |            | 1          |          | 1          | 1          | 1          |           | 7            |
| MVA HIGH VELOCITY             |           |           |            |            |            | 1          |           |           | 1          |            |          | 1          |            |            |           | 4            |
| MVA INVOLVING BUILDING        |           |           |            |            | 1          |            |           |           |            |            |          |            |            |            |           | 1            |
| MVA INVOLVING BUS             |           |           | 1          |            |            |            |           |           |            |            |          | 1          |            |            |           | 2            |
| MVA NOT ALERT                 |           |           |            |            | 1          |            |           |           |            | 1          |          |            |            |            |           | 3            |
| MVA NOT ALERT AB RESP         |           |           |            | 1          | 1          |            |           |           |            |            |          |            |            |            |           | 2            |
| MVA ROLL OVER                 |           |           |            |            | 1          |            | 1         | 1         |            |            |          | 1          | 1          |            | 1         | 10           |
| MVA UNCONSCIOUS               |           |           | 1          |            |            | 1          |           |           |            |            |          |            |            | 1          |           | 3            |
| MVA WITH EJECTION             |           |           |            |            | 1          |            |           |           |            |            |          |            |            |            |           | 1            |
| MVA WITH ROLLOVER             |           |           | 1          | 1          | 1          |            | 1         |           |            | 1          |          |            |            |            | 1         | 9            |
| O.B.                          |           |           | 1          | 1          | 1          | 1          |           |           | 1          | 1          |          | 1          | 1          |            | 1         | 21           |
| ODOR OUTSIDE                  |           |           |            |            |            |            |           |           |            | 1          |          |            |            |            |           | 1            |
| OVERDOSE                      |           |           | 1          | 1          |            | 1          |           |           | 1          | 1          |          | 1          | 1          | 1          | 1         | 37           |
| OVERDOSE/POISONING            |           |           | 1          | 1          | 1          | 1          |           |           |            |            | 1        | 1          | 1          |            |           | 8            |
| POSSIBLE D.O.A.               |           |           | 1          | 1          |            |            |           |           |            | 1          |          | 1          | 1          |            | 1         | 9            |
| POSSIBLE DOA                  |           |           |            |            |            |            |           |           | 1          |            |          |            |            |            |           | 1            |
| PSYCHIATRIC                   | 1         | 1         | 1          | 1          | 1          | 1          | 1         | 1         | 1          | 1          |          | 1          | 1          | 1          | 1         | 92           |
| RESIDENTIAL FIRE              |           |           | 1          | 1          | 1          | 1          |           |           |            |            |          |            | 1          |            |           | 16           |
| RESIDENTIAL FIRE MULTI        |           |           | 1          | 1          |            |            |           |           |            | 1          |          |            | 1          |            |           | 5            |
| RESPIRATORY                   |           |           | 1          | 1          | 1          | 1          | 1         | 1         | 1          | 1          |          | 1          | 1          | 1          | 1         | 214          |
| SEIZURES                      |           |           | 1          | 1          | 1          | 1          | 1         |           | 1          | 1          | 1        | 1          | 1          | 1          | 1         | 69           |
| SHOOTING                      |           |           | 1          |            |            |            |           |           |            | 1          |          |            |            |            |           | 2            |
| SMALL TRASH FIRE              |           |           |            |            |            |            | 1         |           |            |            |          |            |            |            |           | 1            |
| STABBING                      |           |           |            | 1          | 1          |            |           |           |            |            |          |            |            |            |           | 2            |
| STABBING SHOOTING             |           |           | 1          | 1          | 1          | 1          |           |           | 1          | 1          |          | 1          | 1          |            |           | 11           |
| STROKE/CVA                    |           |           |            |            |            | 1          |           |           |            |            |          | 1          |            |            |           | 2            |
| STRUCTURE FIRE HIGH LIFE      |           |           | 1          |            |            | 1          |           |           |            | 1          |          |            |            |            |           | 3            |
| TRAILER HOUSE FIRE            |           |           |            |            |            | 1          |           |           |            |            |          |            |            |            |           | 1            |
| TRAUMATIC INJURIES (SPECIFIC) |           |           | 1          |            | 1          | 1          |           |           | 1          |            |          |            | 1          |            |           | 6            |
| UNCONSCIOUS PARTY             |           |           | 1          | 1          | 1          | 1          | 1         | 1         | 1          | 1          |          | 1          | 1          | 1          | 1         | 150          |
| UNKN BLDG FIRE                |           |           |            |            |            |            |           |           | 1          |            |          |            |            |            |           | 1            |
| UNKNOWN PROBLEM               |           |           | 1          | 1          | 1          | 1          | 1         |           | 1          | 1          |          | 1          | 1          | 1          |           | 58           |
| VEHICLE FIRE W/EXPOSURES      |           |           |            |            |            |            |           |           |            | 1          |          |            |            |            |           | 1            |
| <b>Totals</b>                 | <b>47</b> | <b>59</b> | <b>239</b> | <b>218</b> | <b>230</b> | <b>223</b> | <b>51</b> | <b>10</b> | <b>211</b> | <b>207</b> | <b>5</b> | <b>216</b> | <b>246</b> | <b>150</b> | <b>59</b> | <b>2,171</b> |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

| 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                     |           |           |           | 1         |           |           |           | 4         |           |           |           | 1         | 1         | 1         | 2         | 3         |           | 4         |           | 3         |           |           | 1         | 3         |           | 1         |           |           |           |           | 1         | 26           |
| EMS980                     |           |           |           |           |           |           | 5         | 3         |           | 2         |           |           |           | 1         | 5         |           |           |           |           | 3         | 2         |           | 2         |           | 3         | 4         | 3         | 3         |           | 2         | 38        |              |
| M91                        | 7         | 3         | 7         | 2         | 6         | 4         | 3         | 4         | 6         | 6         | 6         | 5         | 3         | 9         | 3         | 3         | 7         | 4         | 5         | 3         | 5         | 8         | 5         | 5         | 4         | 5         | 5         | 4         | 3         | 7         | 5         | 152          |
| M92                        | 5         | 8         | 5         | 4         | 7         | 5         | 3         | 2         | 6         | 4         | 6         | 5         | 4         | 4         | 3         | 3         | 3         | 2         | 6         | 5         | 7         | 3         | 7         | 4         | 6         | 4         | 2         | 6         | 6         | 7         | 6         | 148          |
| M920                       | 7         | 6         | 4         | 4         | 7         | 3         | 7         | 5         | 3         | 6         | 7         | 4         | 4         | 3         | 7         | 5         | 6         | 2         | 4         | 4         | 4         | 7         | 5         | 5         | 6         | 5         | 4         | 5         | 5         | 9         | 4         | 157          |
| M93                        | 4         | 5         | 4         | 7         | 3         | 3         | 8         | 3         | 5         | 7         | 6         | 6         | 5         | 4         | 7         | 6         | 8         | 3         | 4         | 2         | 5         | 9         | 8         | 4         | 7         | 7         | 3         | 6         | 5         | 2         | 2         | 158          |
| M930                       | 2         | 2         |           |           |           |           |           |           |           | 2         | 4         |           |           |           |           |           | 3         |           | 4         |           | 2         |           |           |           | 4         |           |           |           | 3         | 2         | 28        |              |
| M931                       | 0         |           |           |           | 2         | 1         |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | 1         | 3         |           |           |           | 7         |              |
| M94                        | 6         | 7         | 4         | 5         | 5         | 3         | 3         | 3         | 7         | 4         | 7         | 5         | 5         | 1         | 3         | 3         | 6         | 4         | 2         | 4         | 5         | 3         | 3         | 1         | 6         | 5         | 4         | 5         | 4         | 1         | 3         | 127          |
| M940                       | 6         | 6         | 4         | 5         | 6         | 3         | 4         | 4         | 7         | 4         | 6         | 4         | 3         | 6         | 3         | 3         | 5         | 3         | 4         | 4         | 3         | 5         | 5         | 4         | 4         | 4         | 3         | 3         | 6         | 4         | 4         | 135          |
| M941                       | 0         |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | 1         | 1         |              |
| M95                        | 3         | 5         | 4         | 3         | 3         | 6         | 4         | 4         | 5         | 4         | 7         | 5         | 4         | 2         | 4         | 4         | 4         | 4         | 5         | 4         | 5         | 3         | 2         | 6         | 1         | 3         | 1         | 3         | 6         | 5         | 6         | 125          |
| M96                        | 6         | 3         | 5         | 6         | 6         | 8         | 4         | 3         | 5         | 6         | 5         | 7         | 7         | 4         | 5         | 5         | 6         | 6         | 3         | 7         | 5         | 5         | 6         | 7         | 7         | 7         | 4         | 5         | 6         | 4         | 3         | 166          |
| M97                        | 7         | 2         | 2         | 2         | 4         | 3         | 3         | 3         | 3         | 6         | 4         | 1         | 4         | 2         | 4         | 4         | 3         | 1         | 3         | 2         | 2         | 2         | 1         | 4         | 1         | 5         | 2         | 2         | 4         | 1         | 2         | 89           |
| M980                       |           | 4         | 3         | 3         | 2         | 2         |           |           | 1         |           | 2         | 2         | 4         |           |           | 2         |           | 2         | 4         | 1         |           |           | 0         |           | 2         |           |           |           |           | 4         | 38        |              |
| <b>Totals</b>              | <b>53</b> | <b>51</b> | <b>42</b> | <b>42</b> | <b>51</b> | <b>41</b> | <b>44</b> | <b>38</b> | <b>48</b> | <b>51</b> | <b>60</b> | <b>45</b> | <b>44</b> | <b>37</b> | <b>46</b> | <b>41</b> | <b>51</b> | <b>35</b> | <b>44</b> | <b>39</b> | <b>46</b> | <b>47</b> | <b>43</b> | <b>45</b> | <b>48</b> | <b>50</b> | <b>36</b> | <b>42</b> | <b>51</b> | <b>46</b> | <b>38</b> | <b>1,395</b> |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

## TRANSPORT DESTINATION SUMMARY BY UNIT

| TRANSPORT DESTINATION                              | EMS930    | EMS980    | M91        | M92        | M920       | M93        | M930      | M931     | M94        | M940       | M941     | M95        | M96        | M97       | M980      | Total        |
|----------------------------------------------------|-----------|-----------|------------|------------|------------|------------|-----------|----------|------------|------------|----------|------------|------------|-----------|-----------|--------------|
| BEN TAUB HOSPITAL                                  |           |           |            | 1          |            | 3          |           |          | 1          |            |          |            | 1          | 1         |           | 7            |
| CHI ST LUKE'S VINTAGE                              | 3         | 1         | 14         | 4          | 5          | 42         | 11        | 2        |            | 1          |          |            | 39         | 1         | 3         | 126          |
| CHI ST LUKE'S WOODLANDS                            |           |           | 1          | 1          | 1          |            |           |          |            |            |          | 3          | 1          |           |           | 7            |
| CYPRESS CREEK HOSPITAL                             | 1         |           |            | 1          |            | 1          |           |          | 1          |            |          | 3          |            |           |           | 7            |
| HCA ER FALLCREEK                                   |           |           |            |            |            |            |           |          | 4          | 2          |          |            |            |           |           | 6            |
| HCA FIRST CHOICE- CLEVELAND                        |           | 1         |            |            |            |            |           |          |            |            |          |            |            |           |           | 1            |
| HCA HOUSTON HEALTHCARE NORTHWEST                   | 6         | 10        | 63         | 21         | 25         | 18         | 4         | 1        | 2          | 2          |          | 79         | 23         | 1         | 13        | 268          |
| HCA HOUSTON NORTH CYPRESS                          |           |           |            | 1          |            |            |           |          |            |            |          |            | 2          |           |           | 3            |
| HCA KINGWOOD MEDICAL CENTER                        | 1         | 1         | 1          | 1          | 2          |            |           |          | 2          | 2          |          |            |            | 3         |           | 13           |
| HCA MEMORIAL HERMANN NORTHEAST                     |           |           |            |            |            | 1          |           |          |            |            |          |            |            |           |           | 1            |
| HCA TOMBALL REGIONAL HOSPITAL                      |           |           |            |            |            | 1          |           |          |            |            |          |            |            |           |           | 1            |
| KIDNEY HEALTH CENTER                               |           |           |            | 1          |            |            |           |          |            |            |          |            |            |           |           | 1            |
| KINGWOOD EMERGENCY CENTER                          |           |           |            |            | 2          |            |           |          | 2          | 4          |          |            |            | 3         |           | 11           |
| KINGWOOD MEDICAL CENTER                            |           | 7         | 3          | 23         | 24         | 1          |           |          | 27         | 29         | 1        | 2          | 2          | 16        | 2         | 137          |
| LYNDON B JOHNSON GENERAL HOSPITAL                  | 4         | 2         | 6          | 19         | 18         | 2          |           |          | 7          | 20         |          | 4          | 5          | 2         | 3         | 92           |
| MD ANDERSON CANCER CENTER                          |           |           |            |            |            | 1          |           |          |            |            |          |            |            |           |           | 1            |
| MEMORIAL HERMANN CONVENIENT CARE CENTER- KINGWOOD  |           |           |            | 1          |            |            |           |          |            |            |          |            |            | 3         |           | 4            |
| MEMORIAL HERMANN GREATER HEIGHTS                   |           |           | 6          | 1          | 3          | 3          |           |          |            |            |          |            | 3          |           |           | 16           |
| MEMORIAL HERMANN HOSPITAL                          |           | 2         | 2          | 6          | 4          | 1          | 1         |          |            |            |          |            |            | 2         |           | 18           |
| MEMORIAL HERMANN NORTHEAST                         | 1         | 7         | 5          | 49         | 57         |            |           |          | 78         | 66         |          | 4          |            | 50        | 10        | 327          |
| MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT |           | 1         |            |            | 3          |            |           |          |            | 4          |          |            |            | 3         |           | 11           |
| MEMORIAL HERMANN THE WOODLANDS                     | 3         |           | 8          | 2          | 5          | 1          |           |          |            |            |          | 7          | 2          |           | 2         | 30           |
| METHODIST HOSPITAL                                 |           |           |            | 1          |            |            |           |          |            |            |          |            | 2          | 2         |           | 5            |
| METHODIST WILLOWBROOK                              | 5         | 4         | 27         | 12         | 4          | 78         | 12        | 4        | 1          | 3          |          | 8          | 79         | 2         | 4         | 243          |
| METHODIST WOODLANDS HOSPITAL                       |           | 1         | 2          |            |            |            |           |          |            |            |          | 5          | 1          |           | 1         | 10           |
| ST JOSEPH'S HOSPITAL                               |           |           |            | 1          |            |            |           |          |            |            |          |            |            |           |           | 1            |
| ST LUKE'S SPRING VILLAGE                           |           |           |            |            |            | 1          |           |          |            |            |          |            |            |           |           | 1            |
| TEXAS CHILDRENS HOSPITAL                           | 1         |           | 1          |            | 1          |            |           |          | 1          | 1          |          | 1          | 3          |           |           | 9            |
| TEXAS CHILDRENS THE WOODLANDS CAMPUS               | 1         | 1         | 13         | 2          | 3          | 3          |           |          | 1          | 1          |          | 8          | 3          |           |           | 36           |
| VETERANS AFFAIRS MEDICAL CENTER                    |           |           |            |            |            | 1          |           |          |            |            |          | 1          |            |           |           | 2            |
| <b>Totals</b>                                      | <b>26</b> | <b>38</b> | <b>152</b> | <b>148</b> | <b>157</b> | <b>158</b> | <b>28</b> | <b>7</b> | <b>127</b> | <b>135</b> | <b>1</b> | <b>125</b> | <b>166</b> | <b>89</b> | <b>38</b> | <b>1,395</b> |

# 911 STATISTICS REPORT FOR PERIOD 01-01-23 to 01-31-23

D:HH:MM:SS **AVERAGE HOSPITAL TO IN-SERVICE TIME** \* All units assigned to a response that went enroute in district, NO mutual aid responses

| Location Name                                      | Transports   | Average Duration | Longest Duration | Total Time At Hospital |
|----------------------------------------------------|--------------|------------------|------------------|------------------------|
| BEN TAUB HOSPITAL                                  | 7            | 0:00:28:08       | 0:00:53:17       | 0:03:16:58             |
| CHI ST LUKE'S VINTAGE                              | 126          | 0:00:33:32       | 0:01:29:08       | 2:22:25:31             |
| CHI ST LUKE'S WOODLANDS                            | 7            | 0:00:29:48       | 0:00:48:16       | 0:03:28:42             |
| CYPRESS CREEK HOSPITAL                             | 7            | 0:00:16:56       | 0:00:48:17       | 0:01:58:37             |
| HCA ER FALLCREEK                                   | 6            | 0:00:11:27       | 0:00:16:28       | 0:01:08:44             |
| HCA FIRST CHOICE- CLEVELAND                        | 1            | 0:00:38:48       | 0:00:38:48       | 0:00:38:48             |
| HCA HOUSTON HEALTHCARE NORTHWEST                   | 268          | 0:00:35:25       | 0:01:28:55       | 6:14:15:53             |
| HCA HOUSTON NORTH CYPRESS                          | 3            | 0:00:22:49       | 0:00:47:16       | 0:01:08:29             |
| HCA KINGWOOD MEDICAL CENTER                        | 13           | 0:00:52:32       | 0:02:48:33       | 0:11:22:59             |
| HCA MEMORIAL HERMANN NORTHEAST                     | 1            | 0:00:43:39       | 0:00:43:39       | 0:00:43:39             |
| HCA TOMBALL REGIONAL HOSPITAL                      | 1            | 0:00:45:03       | 0:00:45:03       | 0:00:45:03             |
| KIDNEY HEALTH CENTER                               | 1            | 0:00:01:29       | 0:00:01:29       | 0:00:01:29             |
| KINGWOOD EMERGENCY CENTER                          | 11           | 0:00:56:53       | 0:01:41:15       | 0:10:25:50             |
| KINGWOOD MEDICAL CENTER                            | 137          | 0:00:40:08       | 0:02:55:09       | 3:19:39:19             |
| LYNDON B JOHNSON GENERAL HOSPITAL                  | 92           | 0:00:31:31       | 0:01:24:06       | 2:00:20:36             |
| MD ANDERSON CANCER CENTER                          | 1            | 0:00:33:06       | 0:00:33:06       | 0:00:33:06             |
| MEMORIAL HERMANN CONVENIENT CARE CENTER-KINGWOOD   | 4            | 0:00:10:16       | 0:00:17:36       | 0:00:41:05             |
| MEMORIAL HERMANN GREATER HEIGHTS                   | 16           | 0:00:47:24       | 0:01:27:15       | 0:12:38:38             |
| MEMORIAL HERMANN HOSPITAL                          | 18           | 0:00:39:24       | 0:00:54:29       | 0:11:49:20             |
| MEMORIAL HERMANN NORTHEAST                         | 327          | 0:00:36:41       | 0:02:10:41       | 8:07:56:39             |
| MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT | 11           | 0:00:23:57       | 0:00:37:06       | 0:04:23:33             |
| MEMORIAL HERMANN THE WOODLANDS                     | 30           | 0:00:34:11       | 0:01:25:24       | 0:17:05:48             |
| METHODIST HOSPITAL                                 | 5            | 0:00:30:34       | 0:00:43:19       | 0:02:32:51             |
| METHODIST WILLOWBROOK                              | 243          | 0:00:37:45       | 0:02:02:33       | 6:08:56:08             |
| METHODIST WOODLANDS HOSPITAL                       | 10           | 0:00:34:37       | 0:00:41:58       | 0:05:46:15             |
| ST JOSEPH'S HOSPITAL                               | 1            | 0:01:24:06       | 0:01:24:06       | 0:01:24:06             |
| ST LUKE'S SPRING VILLAGE                           | 1            | 0:00:23:56       | 0:00:23:56       | 0:00:23:56             |
| TEXAS CHILDRENS HOSPITAL                           | 9            | 0:00:29:31       | 0:00:38:59       | 0:04:25:47             |
| TEXAS CHILDRENS THE WOODLANDS CAMPUS               | 36           | 0:00:24:13       | 0:00:51:52       | 0:14:31:51             |
| VETERANS AFFAIRS MEDICAL CENTER                    | 2            | 0:00:20:29       | 0:00:20:37       | 0:00:40:59             |
| <b>Totals</b>                                      | <b>1,395</b> |                  |                  |                        |



**NO TRANSPORT DISPOSITION SUMMARY BY UNIT**

| NO TRANSPORT DISPOSITION       | EMS930    | EMS980    | M91        | M92       | M920      | M93       | M930      | M931     | M94       | M940      | M941     | M95        | M96       | M97       | M980      | Total      |
|--------------------------------|-----------|-----------|------------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------|------------|-----------|-----------|-----------|------------|
| Accidental Activation          |           |           |            | 2         |           |           |           |          |           |           |          | 1          |           | 1         |           | 4          |
| Call Cancelled                 | 1         |           | 1          | 2         |           | 1         |           |          | 3         |           |          | 1          | 1         | 1         |           | 11         |
| Call Cancelled,Call Referred   |           |           |            |           |           | 1         |           |          |           |           |          |            |           |           |           | 1          |
| Call Complete                  | 3         | 2         | 6          | 5         | 1         |           | 2         | 1        | 5         | 3         |          | 4          | 6         | 1         | 1         | 40         |
| Call Complete,Refusal AMA      |           |           |            |           |           | 1         |           |          |           |           |          |            |           |           |           | 1          |
| Call Out of Territory          |           |           |            |           |           |           |           |          |           |           |          | 2          |           |           |           | 2          |
| Call Reassigned                | 1         | 12        | 8          | 10        | 9         | 7         | 1         | 1        | 10        | 5         |          | 7          | 5         |           | 3         | 79         |
| Call Referred                  | 1         | 2         | 8          | 5         | 4         | 3         |           |          | 7         | 9         |          | 8          | 4         | 5         | 1         | 57         |
| Call Unfounded                 |           | 1         | 1          | 2         | 2         | 2         |           | 1        | 2         | 3         |          |            | 2         | 1         |           | 17         |
| Call Unfounded,No Medical      |           |           |            |           |           |           |           |          |           | 1         |          |            |           |           |           | 1          |
| Call Unfounded,Public Assist O |           |           |            |           |           |           |           |          |           |           |          |            |           | 1         |           | 1          |
| Death on Scene                 |           |           | 3          | 4         | 3         |           |           |          | 2         | 3         |          | 2          | 5         |           | 1         | 23         |
| Disregard                      | 3         | 1         | 5          | 5         | 12        | 6         | 2         |          | 4         | 10        |          | 11         | 7         | 7         | 1         | 74         |
| Disregard by Alarm Co          |           |           | 1          |           | 1         |           |           |          |           | 1         |          |            |           | 1         |           | 4          |
| Fire - Call Complete           |           |           |            | 1         | 1         | 1         |           |          | 2         | 1         |          |            | 1         |           |           | 7          |
| No Medical                     |           |           | 1          | 2         | 1         | 1         |           |          | 1         | 1         |          |            | 1         |           |           | 8          |
| No Medical,No Patient Contact  |           |           |            |           |           |           |           |          |           |           |          |            | 1         |           |           | 1          |
| No Patient Contact             | 1         | 3         | 3          | 4         | 2         | 2         | 3         |          |           | 1         |          | 6          | 2         | 4         |           | 31         |
| Patient Gone on Arrival        |           |           |            |           |           | 2         | 1         |          | 1         |           |          |            | 1         |           |           | 5          |
| Public Assist Only             | 1         |           |            | 1         |           |           | 1         |          | 1         |           |          |            |           |           |           | 4          |
| Refusal AMA                    | 15        | 13        | 48         | 31        | 37        | 36        | 15        | 2        | 54        | 32        | 4        | 45         | 34        | 35        | 15        | 416        |
| Refusal Parental               | 1         | 1         | 4          | 3         | 2         | 2         |           |          | 1         | 1         |          | 6          | 5         | 2         |           | 28         |
| Unspecified                    | 2         |           | 18         | 13        | 10        | 14        |           | 2        | 5         | 10        |          | 8          | 15        | 7         | 2         | 106        |
| <b>Totals</b>                  | <b>29</b> | <b>35</b> | <b>107</b> | <b>90</b> | <b>85</b> | <b>79</b> | <b>25</b> | <b>7</b> | <b>98</b> | <b>81</b> | <b>4</b> | <b>101</b> | <b>90</b> | <b>66</b> | <b>24</b> | <b>921</b> |

| MUTUAL AID PROVIDED BY YOUR DISTRICT                            |            |          |       |      |                               |                   |           |                       |
|-----------------------------------------------------------------|------------|----------|-------|------|-------------------------------|-------------------|-----------|-----------------------|
| Incident ID                                                     | Date       | Time     | Shift | Unit | Problem                       | Provided To       | Map       | Call Disposition      |
| 23-01-00259                                                     | 01/02/2023 | 01:21:05 | A     | M97  | 6D02A RESPIRATORY             | Atascocita FD     | 377J      | CALL COMPLETE         |
| 23-01-00346                                                     | 01/02/2023 | 12:44:52 | B     | M97  | 17A02G INJ. PARTY FROM A FALL | Atascocita FD     | 377J      | REFUSAL AMA           |
| 23-01-00527                                                     | 01/03/2023 | 10:21:37 | A     | M940 | CARDIAC                       | HC-Agency Unknown | 336W      | CALL COMPLETE         |
| 23-01-00575                                                     | 01/03/2023 | 16:04:05 | A     | M94  | ALLERGIC REACTION             | HC-Agency Unknown | 375D      | CALL COMPLETE         |
| 23-01-00689                                                     | 01/04/2023 | 03:13:58 | A     | M97  | 6D02A RESPIRATORY             | Atascocita FD     | 377J      | CALL COMPLETE         |
| 23-01-00820                                                     | 01/04/2023 | 16:50:28 | B     | M97  | 26A02 MEDICAL CALL            | Atascocita FD     | 337W      | CALL COMPLETE         |
| 23-01-01067                                                     | 01/05/2023 | 20:06:07 | C     | M97  | 12C01E SEIZURES               | Atascocita FD     | 337S      | CALL COMPLETE         |
| 23-01-03189                                                     | 01/17/2023 | 12:56:40 | A     | M92  | 17A04G INJ. PARTY FROM A FALL | HC-Agency Unknown | 409E      | CALL OUT OF TERRITORY |
| 23-01-03234                                                     | 01/17/2023 | 17:20:31 | A     | M97  | 31E1 UNCONSCIOUS PARTY        | Atascocita FD     | 377J      | CALL COMPLETE         |
| 23-01-03334                                                     | 01/18/2023 | 03:10:51 | A     | M97  | 1A01 MEDICAL CALL             | Atascocita FD     | 376M      | CALL COMPLETE         |
| 23-01-03646                                                     | 01/19/2023 | 20:59:00 | A     | M94  | MVA WITH ROLLOVER             | HC-Agency Unknown | 335R      | REFUSAL AMA           |
| 23-01-03668                                                     | 01/20/2023 | 00:27:38 | A     | M97  | 6E01A RESPIRATORY             | Atascocita FD     | 377J      | CALL COMPLETE         |
| 23-01-04010                                                     | 01/21/2023 | 21:28:17 | C     | M97  | MEDICAL CALL                  | HC-Agency Unknown | 375D      | CALL COMPLETE         |
| 23-01-04464                                                     | 01/24/2023 | 14:59:58 | D     | M94  | CITIZEN ASSIST                | HC-Agency Unknown | 538T      | CALL CANCELLED        |
| 23-01-05522                                                     | 01/30/2023 | 14:09:55 | D     | M94  | FALLS                         | HC-Agency Unknown | 375G      | DISREGARD             |
| 23-01-05702                                                     | 01/31/2023 | 15:34:58 | C     | M940 | FALLS                         | HC-Agency Unknown | NOT FOUND | CALL COMPLETE         |
| <b>Total Mutual Aid Responses Provided By Your District: 16</b> |            |          |       |      |                               |                   |           |                       |

**HARRIS COUNTY EMERGENCY CORPS  
BUDGET VS ACTUAL  
Profit and Loss  
Month and Year to Date Ending 12/31/2022**

|                                                  | December            |                     |                     | 2022YTD              |                      |                     |               |
|--------------------------------------------------|---------------------|---------------------|---------------------|----------------------|----------------------|---------------------|---------------|
|                                                  | Actual              | Budget              | Variance            | Actual               | Budget               | \$ Variance         | % Variance    |
| <b>REVENUE</b>                                   |                     |                     |                     |                      |                      |                     |               |
| Ambulance Services, Net                          | \$1,746,457.60      | \$1,933,487.66      | (\$187,030.06)      | \$24,472,605.10      | \$23,201,851.92      | \$1,270,753.18      | 5.5%          |
| Dispatch Services                                | 33,423.00           | 32,548.00           | 875.00              | 400,906.00           | 390,576.00           | 10,330.00           | 2.6%          |
| Special Events                                   | 33,639.58           | 0.00                | 33,639.58           | 252,958.53           | 0.00                 | 252,958.53          | 0.0%          |
| Training and Education                           | 710.00              | 2,500.00            | (1,790.00)          | 57,148.74            | 30,000.00            | 27,148.74           | 90.5%         |
| Grant/Deployment Revenue                         | 4,425.87            | 0.00                | 4,425.87            | 21,320.00            | 0.00                 | 21,320.00           | 0.0%          |
| Misc/Investment Revenue                          | 5,514.30            | 3,916.66            | 1,597.64            | 34,102.84            | 46,999.92            | (12,897.08)         | (27.4%)       |
| <b>TOTAL REVENUE</b>                             | <b>1,824,170.35</b> | <b>1,972,452.32</b> | <b>(148,281.97)</b> | <b>25,239,041.21</b> | <b>23,669,427.84</b> | <b>1,569,613.37</b> | <b>6.6%</b>   |
| <b>EXPENSES</b>                                  |                     |                     |                     |                      |                      |                     |               |
| Payroll                                          | 2,005,523.48        | 1,287,752.63        | 717,770.85          | 14,476,174.74        | 15,453,031.56        | (976,856.82)        | (6.3%)        |
| Business Expenses                                | 39,574.84           | 15,098.66           | 24,476.18           | 227,054.77           | 181,183.92           | 45,870.85           | 25.3%         |
| Books/Subscriptions/Memberships                  | 6,102.36            | 1,500.17            | 4,602.19            | 34,544.81            | 18,002.04            | 16,542.77           | 91.9%         |
| Computer Support                                 | 11,643.89           | 31,461.83           | (19,817.94)         | 444,615.58           | 377,541.96           | 67,073.62           | 17.8%         |
| Contract Services                                | 46,944.39           | 41,937.00           | 5,007.39            | 522,062.60           | 503,244.00           | 18,818.60           | 3.7%          |
| Depreciation/Amortization                        | 0.00                | 0.00                | 0.00                | 0.00                 | 0.00                 | 0.00                | 0.0%          |
| Education/Tuition                                | 8,546.73            | 6,312.17            | 2,234.56            | 95,550.94            | 75,746.04            | 19,804.90           | 26.1%         |
| Fuel                                             | 26,769.53           | 19,262.83           | 7,506.70            | 371,557.85           | 231,153.96           | 140,403.89          | 60.7%         |
| Furniture/Equipment, Non-Capital                 | 1,170.42            | 5,568.35            | (4,397.93)          | 124,560.27           | 66,820.20            | 57,740.07           | 86.4%         |
| Employee-Related Expenses                        | 23,438.42           | 19,470.67           | 3,967.75            | 289,617.43           | 233,648.04           | 55,969.39           | 24.0%         |
| Insurance                                        | 287,923.71          | 283,711.14          | 4,212.57            | 3,297,694.59         | 3,404,533.68         | (106,839.09)        | (3.1%)        |
| Marketing                                        | 0.00                | 1,833.33            | (1,833.33)          | 15,809.38            | 21,999.96            | (6,190.58)          | (28.1%)       |
| Med Supp/Oxygen/Emergency                        | 37,442.48           | 39,741.33           | (2,298.85)          | 496,605.65           | 476,895.96           | 19,709.69           | 4.1%          |
| Office Supplies/Consumables                      | 6,553.74            | 9,340.66            | (2,786.92)          | 73,660.43            | 112,087.92           | (38,427.49)         | (34.3%)       |
| Printing/Mailing                                 | 1,096.52            | 580.16              | 516.36              | 8,472.05             | 6,961.92             | 1,510.13            | 21.7%         |
| Rents/Rentals                                    | 55,565.80           | 54,075.33           | 1,490.47            | 651,920.49           | 648,903.96           | 3,016.53            | 0.5%          |
| Repair/Maintenance                               | 37,427.34           | 31,800.52           | 5,626.82            | 453,948.68           | 381,606.24           | 72,342.44           | 19.0%         |
| Travel/Meetings                                  | 16,573.59           | 9,916.84            | 6,656.75            | 160,852.95           | 119,002.08           | 41,850.87           | 35.2%         |
| Uniforms                                         | 12,896.28           | 13,262.50           | (366.22)            | 108,800.48           | 159,150.00           | (50,349.52)         | (31.6%)       |
| Utilities/Telecommunication                      | 31,924.82           | 25,963.50           | 5,961.32            | 401,836.25           | 311,562.00           | 90,274.25           | 29.0%         |
| <b>TOTAL EXPENSES</b>                            | <b>2,657,118.34</b> | <b>1,898,589.62</b> | <b>758,528.72</b>   | <b>22,255,339.94</b> | <b>22,783,075.44</b> | <b>(527,735.50)</b> | <b>(2.3%)</b> |
| <b>CHANGES IN NET ASSETS BEFORE GAINS/LOSSES</b> | <b>(832,947.99)</b> | <b>73,862.70</b>    | <b>(906,810.69)</b> | <b>2,983,701.27</b>  | <b>886,352.40</b>    | <b>2,097,348.87</b> | <b>236.6%</b> |
| Gains/Losses                                     | 0.00                | 0.00                | 0.00                | 11,000.00            | 0.00                 | 11,000.00           | 0.0%          |
| <b>CHANGES IN NET ASSETS</b>                     | <b>(832,947.99)</b> | <b>73,862.70</b>    | <b>(906,810.69)</b> | <b>2,994,701.27</b>  | <b>886,352.40</b>    | <b>2,108,348.87</b> | <b>237.9%</b> |

For Internal Management Use Only

**HARRIS COUNTY EMERGENCY CORPS**  
**STATEMENT OF FINANCIAL POSITION**  
**Balance Sheet**

As of 12/31/2022

|                                         | 11/30/2022              | 12/31/2022              |
|-----------------------------------------|-------------------------|-------------------------|
| <b>ASSETS</b>                           |                         |                         |
| Current Assets                          |                         |                         |
| Cash and Cash Equivalents               | \$ 12,748,394.00        | \$ 12,053,642.00        |
| Accounts Receivable, Net                | \$ 7,626,849.00         | \$ 7,370,761.00         |
| Prepays                                 | \$ 204,398.00           | \$ 221,098.00           |
| Other Assets - Short Term               | \$ -                    | \$ -                    |
| Total Current Assets                    | \$ 20,579,641.00        | \$ 19,645,501.00        |
| Fixed Assets                            |                         |                         |
| Furniture & Equipment                   | \$ 2,156,738.00         | \$ 2,156,738.00         |
| Software                                | \$ 925,508.00           | \$ 925,508.00           |
| Vehicles                                | \$ 2,108,888.00         | \$ 2,108,888.00         |
| Leasehold Improvements                  | \$ 678,978.00           | \$ 678,978.00           |
| Work in Process                         | \$ 64,016.00            | \$ 64,016.00            |
| Buildings                               | \$ 578,859.00           | \$ 578,859.00           |
| Land & Land Improvements                | \$ 593,075.00           | \$ 593,075.00           |
| Customer Accounts                       | \$ 331,655.00           | \$ 331,655.00           |
| Accumulated Depreciation/Amortization   | \$ (5,092,134.00)       | \$ (5,133,677.00)       |
| Total Fixed Assets                      | \$ 2,345,583.00         | \$ 2,304,040.00         |
| Other Assets                            |                         |                         |
| Investment Accounts (Cetera)            | \$ 1,972,882.00         | \$ 1,975,170.00         |
| Deferred Loss on Lease Term - Long Term | \$ -                    | \$ -                    |
| <b>TOTAL ASSETS</b>                     | <b>\$ 24,898,106.00</b> | <b>\$ 23,924,711.00</b> |
| <b>LIABILITIES &amp; EQUITY</b>         |                         |                         |
| Liabilities                             |                         |                         |
| Accounts Payable                        | \$ 354,669.00           | \$ 333,682.00           |
| Payroll                                 | \$ 887,885.00           | \$ 809,967.00           |
| Other Liabilities Short Term            | \$ 584.00               | \$ 584.00               |
| Total Current Liabilities               | \$ 1,243,138.00         | \$ 1,144,233.00         |
| Long Term Liabilities                   | \$ -                    | \$ -                    |
| Total Liabilities                       | \$ 1,243,138.00         | \$ 1,144,233.00         |
| Net Assets                              |                         |                         |
| Unrestricted Net Assets                 | \$ 20,306,655.00        | \$ 20,306,655.00        |
| Change in Net Assets                    | \$ 3,348,314.00         | \$ 2,473,823.00         |
| Total Net Assets                        | \$ 23,654,969.00        | \$ 22,780,478.00        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>   | <b>\$ 24,898,107.00</b> | <b>\$ 23,924,711.00</b> |

*For Internal Management Use Only*