



**Harris County Emergency Services District 1**

2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD MEETING  
December 15, 2023  
ROLL CALL OF COMMISSIONERS**

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

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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 *PROVE*



**Harris County Emergency Services District 1**

2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD OF COMMISSIONERS MEETING  
December 15, 2023  
SIGN-IN SHEET**

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HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD OF COMMISSIONERS  
REGULAR MEETING

Meeting Date: Friday, December 15, 2023      Location: 2800 Aldine Bender Road  
Meeting Time: 10:00 a.m.      Houston, Texas 77032  
Posting Date: Monday, December 11, 2023

AGENDA

APPROVED  
Harris County ESD #1  
Board of Commissioners

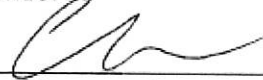
DEC 15 2023

President: 

Secretary: 

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 change orders for Future Stations 93 and 96
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. Discuss and possibly approve agreement amendment with Radcliffe Adams Barner for election services
14. Discuss and possibly approve purchase of ambulances
15. Discuss and possibly approve renewal of service contract with Stryker Medical
16. Harris County Emergency Corps Report (JH)
17. Possible action on Harris County Emergency Corps Report
18. 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.
19. Possible action on closed session
20. Announce next Board meeting
21. Adjourn

HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT #1

  
Caryn Papantonakis  
Attorney for the District



SEAL

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

**SUPPLEMENTAL AGENDA  
HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

Notice is hereby given that the Board of Commissioners (the "Board") of Harris County Emergency Services District No. 1 (the "District") will hold a regular meeting, open to the public, on **FRIDAY, DECEMBER 15, 2023, at 10:00 a.m. at 2800 Aldine Bender, Houston, Texas 77032**, outside the boundaries of the District, to consider and act upon the following matters:

**1. ELECTION AGENDA**

- a. Update on May 4, 2024 Commissioners Election matters, and take any necessary actions on same;
- b. Notice of Appointment of Designated Agent;
- c. Notice of Deadline to File Applications for Place on Ballot; and
- d. Discuss and take necessary action regarding method of conduct of May 4, 2024 General Election.

**2. ATTORNEY'S REPORT**

- a. Review Attorney Fee Agreement Rate Amendment for Special Counsel Services.

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**ORDEN DEL DÍA COMPLEMENTARIA  
DISRITO DE SERVICIOS DE EMERGENCIA NRO. 1 DEL CONDADO DE HARRIS**

*Se notifica por el presente que la Junta de Comisionados (la "Junta") del Distrito de Servicios de Emergencia Nro. 1 del Condado de Harris (el "Distrito") llevará a cabo una asamblea ordinaria abierta al público el **VIERNES 15 DE DICIEMBRE DE 2023** a las **10:00 a.m.** en **2800 Aldine Bender, Houston, Texas 77032**, fuera de los límites del Distrito para considerar y actuar sobre los siguientes asuntos:*

**1. ORDEN DEL DÍA REFERENTE A LA ELECCIÓN**

- a. *Actualización sobre los asuntos de la Elección de Comisionados del 4 de mayo de 2024, y tomar las medidas necesarias al respecto;*
- b. *Aviso De Nombramiento De Agente Designado;*
- c. *Aviso de Fecha Limite Para Presentar la Solicitud de un Lugar en la Boleta; y*
- d. *deliberar y tomar medidas sobre el método de realización del Elección General de 4 de mayo de 2024.*

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APPROVED  
Harris County ESD #1  
Board of Commissioners

DEC 15 2023

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

Secretary: \_\_\_\_\_

**BƠ SUNG CHƯƠNG TRÌNH NGHỊ SỰ**  
**CƠ QUAN DỊCH VỤ KHẨN CẤP SỐ 1 QUẬN HARRIS**

Theo đây, chúng tôi xin thông báo Ban Ủy Viên Điều Hành ("Ban Điều Hành") của Cơ Quan Dịch Vụ Khẩn Cấp Số 1 Quận Harris ("Cơ Quan") sẽ tổ chức một cuộc họp thường lệ và công khai vào **THỨ SAU, NGÀY 15 THÁNG MƯỜI HAI, 2023**, vào lúc **10 giờ sáng tại 2800 Aldine Bender, Houston, Texas 77032**, bên ngoài phạm vi ranh giới của Cơ Quan, để xem xét và thực hiện các vấn đề sau đây:

**1. LỊCH TRÌNH NGHỊ SỰ**

- a. Cập nhật các vấn đề có liên quan đến Cuộc Bầu Cử Xác Nhận và Ủy Viên Quản Trị ngày 4 tháng Năm, 2024, và có thể có bất kỳ hành động cần thiết cho việc này;
- b. Thông Báo Bổ Nhiệm Đại Diện Được Chỉ Định;
- c. Thông Báo Hạn Chót Nộp Đơn Xin một Vị Tri trên Lá Phiếu; và
- d. Thảo luận và thực hiện các thủ tục cần thiết liên quan đến phương thức tiến hành Cuộc Tổng Tuyển Cử tổ chức vào ngày 4 tháng Năm, 2024.

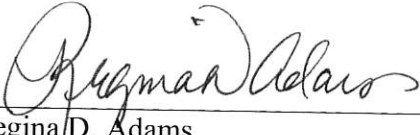
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**补充 選舉議程**  
**HARRIS 縣第 1 號緊急服務區**

特此公告市民中所有相關成員, Harris 縣第 1 號緊急服務區 ("行政區") 委員會成員 ("理事會") 將於 **2023 年 12 月 15 日, 星期二, 上午 10:00** 召開一般會議, 會議將對外開放, 在 **2800 Aldine Bender, Houston, Texas 77032** 舉行, 此行政區以外範圍, 此會議將審議并執行下列事項:

**1. 選舉議程**

- a. 2024年5月4日更新委員和合併選舉事宜; 并對同一法案付諸必要的行動;
- b. 指定代理人委任公告;
- c. 關於提交選票席位申請之截止日期的通知; 以及
- d. 就 2024 年 5 月 4 日普通選舉的舉行方式進行討論並採取必要行動。

  
\_\_\_\_\_  
Regina D. Adams  
Radcliffe Adams Barner PLLC  
Special Counsel



**THIS NOTICE OF MEETING IS INTENDED TO BE A SUPPLEMENTAL NOTICE FOR THE PURPOSE OF ADDING ADDITIONAL SUBJECTS TO THE AGENDA FOR SUCH MEETING WHICH HAS PREVIOUSLY BEEN POSTED IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT.**



DEC 15 2023

President:

Secretary:

Harris County Emergency Services District 1  
2800 Aldine Bender Road  
Houston, Texas 77032  
Page 1 of 2

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**MINUTES – November 28, 2023**

1. **Call to Order:** Cathy Sunday called the meeting to order at 10:02 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 10:07 am.
3. **Roll Call of Commissioners:** Present at call to order were HCESD-1 Commissioners: President Cathy Sunday, Vice President Shirley Reed, Secretary Virginia Bazan, Treasurer Fred Scibuola, Asst. Treasurer Pete Serna 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, Vice President of Administration Keir Vernon, and Executive Assistant Michelle Sterling. Guests present were Vince Grainger with AG/CM.
4. **Adoption of Agenda:** Shirley Reed made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** None.
6. **Open Comments from the Board of Commissioners:** Fred Scibuola asked if HCEC is having a Christmas office decorating contest. Mr. Jeremy Hyde stated that we are focused on CAAS Accreditation currently but will consider doing that after the audit is completed.
7. **Review and possibly approve all Meeting Minutes:** Motion to approve the special meeting minutes was made by Fred Scibuola. Motion carried. Motion to approve regular meeting minutes was made by Pete Serna. Motion carried.
8. **Report from Building Committee:** Jeremy Hyde said that Station 93 is moving along well. Station 96 has a completed slab. The budget is considered at-risk due to the retention pond because it will probably increase costs. Vince Grainger explained that the keystone block will have an aesthetic appearance compared to concrete but it is a durable product that is a standard method used for detention ponds. Mr. Grainger stated that the neighbor next to Station 93 is the fire station and they've been helpful. Station 96 has some residential homes surrounding it but he hasn't had any complaints as of yet. He further stated that the schedule is looking great and construction is going well overall. The MUD District is to bring the water service to the site at Station 93 and was originally quoted to Construction Masters.
9. **Possible action on Building Committee report:** None.
10. **Discuss and possibly approve The Morton Accounting Services' monthly report and authorize payment of bills:** Melissa Morton stated at the beginning of October, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$17,050,242. During the month, HCESD No 1 received \$76,605 in revenue – the majority of which came from interest income. HCESD No 1 processed \$1,687,134 in disbursements during the month. The ending balance as of October 31, 2023 is \$15,439,714. During October, the opening balance for the Texas Class Prime Investment account was \$16,760,712. We received \$14,789 in interest from the CIP account, \$16,481 from the general texpool account, \$29,212 from the Gov HCESD#1 account, and \$13,786 from the Gov Capital Project account. The ending interest rate was 5.5550% for Texas Class and 5.2009% for Texas Class Gov. The ending balance for

[info@hcesd-1.org](mailto:info@hcesd-1.org)

Phone: 281-449-3131

Fax: 281-227-3335

October was \$15,154,980. The invoices pending board approval total \$2,499,029. This is slightly higher than normal due to construction invoices. Pete Serna made a motion to approve the Morton Accounting Services' monthly report and authorize payment of bills. Motion carried.

11. **Possible action on The Morton Accounting Services' monthly report:** None.
12. **Discuss and possibly approve resolution amending District fees of office:** Caryn Papantonakis consulted with Mark Smith on this matter. This resolution states that we are following the law. This will be a sworn statement and will exclude the notary step. Mileage rate is 65.5 and will increase in 2024. Mrs. Papantonakis suggested doing a future workshop to educate the Board with what is allowed and not allowed. Motion to approve the resolution with the future change to Exhibit A by Melissa Morton 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 2008 911 calls this month, compared to 2194 in the previous month. Response time is 8:28.
  - HCEC sent multiple field medics to Texas EMS Conference in Austin this month.
  - HCEC held our Trimester Continuing Medical Education this month for all of our credentialed medical providers.
  - HCEC held a potluck lunch for our employees for Thanksgiving. It was well attended.
  - HCEC will hold our Holiday Party on December 7 at Top Golf. ESD Commissioners are welcome to attend.
  - Vehicle Accidents last month: 1 (minor)
  - Vehicle Maintenance Reports last month: 20
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, December 15, 2023 at 10:00 am.
18. **Adjourn:** Pete Serna made a motion to adjourn. Motion carried. Meeting adjourned at 11:10 am.



**HCESD 1 – EMS STATION #93  
MONTHLY STATUS REPORT  
PERIOD: 12/01/2023 - 12/31/2023**

This is a status summary for HCESD 1 – EMS Station #93 for the period referenced above. This Report may include information that has become available prior to issuance of this report. Information presented within this report is a general indicator of the progress and performance on the project.

|                             |                      |                           |                |
|-----------------------------|----------------------|---------------------------|----------------|
| <b>OWNER:</b>               | Harris County ESD #1 | <b>POINT OF CONTACT:</b>  | Jeremy Hyde    |
| <b>DESIGN/BUILD TEAM:</b>   | Construction Masters | <b>POINT OF CONTACT:</b>  | Dennis Busby   |
| <b>ORIGINAL COMPLETION:</b> | 10/01/2024           | <b>ORIGINAL CONTRACT:</b> | \$3,200,000.00 |
| <b>CURRENT COMPLETION:</b>  | 07/10/2024           | <b>CURRENT CONTRACT:</b>  | \$3,200,000.00 |
| <b>DAYS EXTENDED:</b>       | 0                    | <b>DELIVERY METHOD:</b>   | Design-Build   |

**PROJECT HEALTH INDICATOR**

| METRIC    | POOR | AT RISK  | AVERAGE | GOOD     | EXCELLENT |
|-----------|------|----------|---------|----------|-----------|
| SCHEDULE: |      |          |         | <b>X</b> |           |
| BUDGET:   |      | <b>X</b> |         |          |           |
| QUALITY:  |      |          |         | <b>X</b> |           |





### **Summary of Work During this Period**

1. Building Foundation
  - a) Pour Foundation - Completed
2. Sitework
  - a) Storm Sewer – 90% Completed

### **Project Schedule Review**

1. Milestones Achieved to Date
  - a) Receipt of Permits – 9/23
  - b) Mobilization - 10/23
  - c) Demolition of Existing Structure – 10/23
  - d) Pour Foundation – 12/23
  
2. Milestones Anticipated Next Period
  - a) Pour Paving – End 12/23 and 1/24
  - b) Complete Sitework Utilities – 1/24
  - c) PEMB Delivery – 1/24
  
3. Schedule Performance (Baseline vs Actual)

Current scheduled substantial completion date is 7/10/24 (see attached schedule). This is ahead of the 10/1/24 contractual substantial completion date. No long lead time or submittal items are anticipated to cause any delays to the current schedule (most shipping dates are not confirmed at this time). 7 rain days (0 net days) have been documented to date (see attached log).



**Budget Status**

1. Contract Status

|                                                           |                |
|-----------------------------------------------------------|----------------|
| a. Original Contract Value:                               | \$3,200,000.00 |
| b. Approved Change Orders:                                | \$0.00         |
| c. Current Contract Value:                                | \$3,200,000.00 |
| d. Amount Completed and Stored to Date (incl. retainage): | \$218,400.00   |
| e. Percent Complete to Date:                              | 6.83%          |

2. Change Orders

|                                                        |             |
|--------------------------------------------------------|-------------|
| a. Approved Change Orders                              | \$0.00      |
| b. Pending Change Orders (Needing Discussion/Approval) | \$25,657.56 |
| c. Denied/Declined Change Orders                       | \$0.00      |

3. Comments

Below are pending change order request details needing discussion/approval:

1. CPR 1R (attached) - \$25,657.56
  - a. V&S Construction - \$14,781.40
    - i. Added steel casing for service water line, required by MUD after their review.
    - ii. Additional storm drainage and catch basin for AC condensate drain, per ASI 002.
  - b. Bob Liu - \$6,600.00
    - i. Windstorm inspection fee to ensure project meets hurricane resistance standards.
  - c. Sparq - \$2,693.25
    - i. Added illuminated HCEC seal on building exterior, previously missed during design. Will be no additional charge for power if nearby flagpole light circuit can be used.

Below are potential change order items that we have not received pricing on:

1. ASI 003 - The site fire line will have to be upsized from 4" to 6", due to fire sprinkler system flow requirements. Construction Masters is currently looking into potential cost savings areas, with the end goal being a net zero cost change for this ASI. Total cost has been indicated to be \$15,113, but no firm pricing given.
2. ASI 004/005 – Power was added at the “fueling station” per owner request. No pricing has been received.
3. Waterline Credit – The MUD is requiring that they perform some items already in Construction Masters’ contract. Total credit has been indicated to be (\$8,100), but no firm pricing given. This credit could possibly be used as an item to offset ASI 003 costs.



4. Construction Masters recently brought up potential cost savings items to discuss. These items include removing all fence replacement from the scope (approximately \$32,300 per GMP SOV) and removing the masonry trash enclosure from the scope (approximately \$13,900 per GMP SOV). No firm pricing has been received.



### **Construction Quality**

1. Non-conforming work this period
  - a) None
2. Critical Observations
  - a) This Period:
    - i. Foundation makeup, rebar/anchor bolt installation
    - ii. Foundation slump test and concrete pour
  - b) Anticipated next Period:
    - i. Site Utilities excavation, installation, and backfill
    - ii. Paving form, rebar installation, slump test, and concrete pour
  - c) Comments:
    - i. In general, quality has been per plans and specifications.

### **Pending Issues**

1. None

### **Owner Action Items**

1. Discuss/approve CPR 1R (attached), as described above.
2. Discuss/approve MUD Tap/Inspection Fee Proposal (attached). As described separately above, the MUD is requiring in their proposal that they perform some items already in Construction Masters' contract. Construction Masters to provide a credit for this, however the MUD Proposal is finalized and needing discussion/approval.



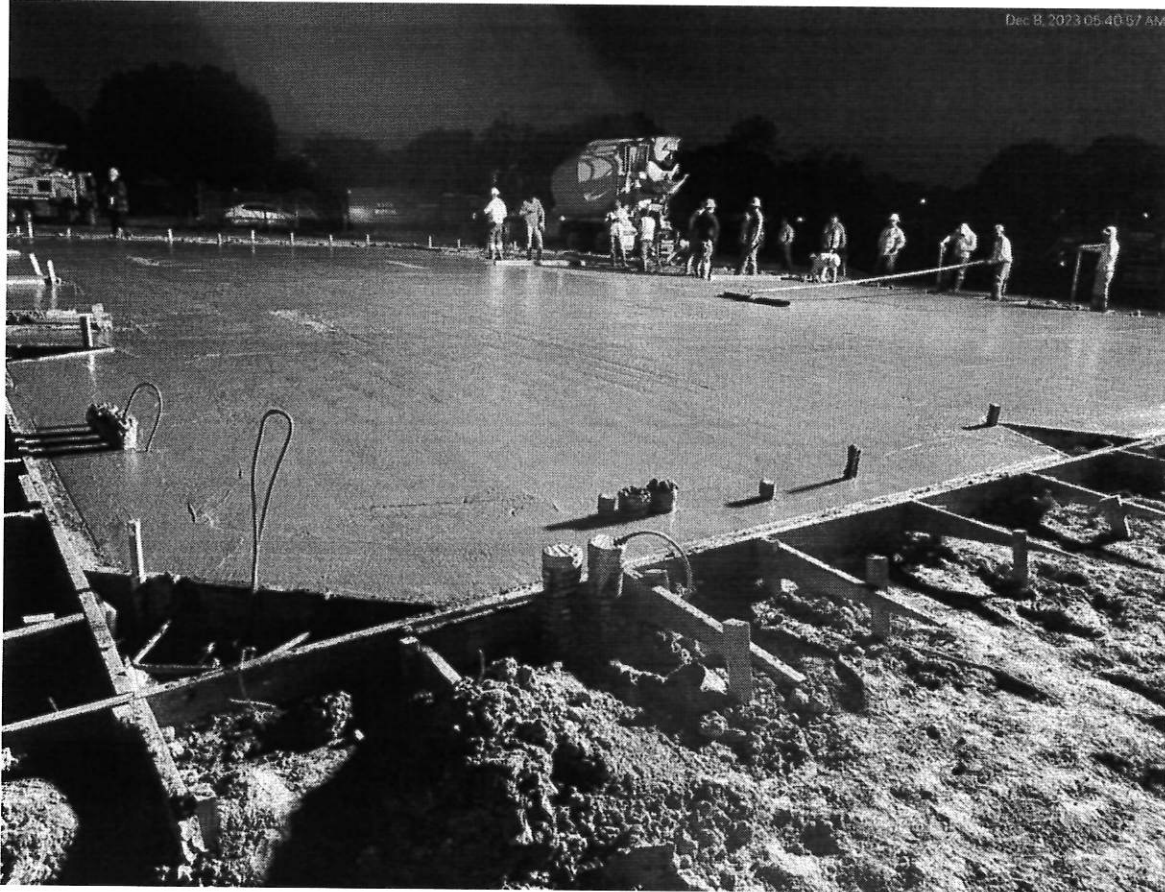
**Photos**



**12/6/23 Underslab termite treatment applied**



**12/6/23 Foundation pour prep underway**



**12/8/23 Foundation pour/finish underway**



**HCESD1 – EMS STATION #96  
MONTHLY STATUS REPORT  
PERIOD: 12/01/2023 - 12/31/2023**

This is a status summary for HCESD1 – EMS Station #96 for the period referenced above. This Report may include information that has become available prior to issuance of this report. Information presented within this report is a general indicator of the progress and performance on the project.

|                             |                      |                           |                |
|-----------------------------|----------------------|---------------------------|----------------|
| <b>OWNER:</b>               | Harris County ESD #1 | <b>POINT OF CONTACT:</b>  | Jeremy Hyde    |
| <b>DESIGN/BUILD TEAM:</b>   | Construction Masters | <b>POINT OF CONTACT:</b>  | Dennis Busby   |
| <b>ORIGINAL COMPLETION:</b> | 10/01/2024           | <b>ORIGINAL CONTRACT:</b> | \$3,719,000.00 |
| <b>CURRENT COMPLETION:</b>  | 09/09/2024           | <b>CURRENT CONTRACT:</b>  | \$3,719,000.00 |
| <b>DAYS EXTENDED:</b>       | 0                    | <b>DELIVERY METHOD:</b>   | Design-Build   |

**PROJECT HEALTH INDICATOR**

| METRIC    | POOR | AT RISK  | AVERAGE  | GOOD     | EXCELLENT |
|-----------|------|----------|----------|----------|-----------|
| SCHEDULE: |      |          | <b>X</b> |          |           |
| BUDGET:   |      | <b>X</b> |          |          |           |
| QUALITY:  |      |          |          | <b>X</b> |           |





### **Summary of Work During this Period**

1. No work onsite since last board meeting.

### **Project Schedule Review**

1. Milestones Achieved to Date
  - a) Receipt of Permits - 9/23
  - b) Mobilization/Contractor Move-In to Existing Building - 10/23
  - c) Pour Foundation – 11/23
  
2. Milestones Anticipated Next Period
  - a) PEMB Delivery – 12/18/23
  - b) Steel Erection – 12/23-1/24
  - c) Interior MEP Rough-In – 1/24
  - d) Demolition of Existing Structure – 1/24

### 3. Schedule Performance (Baseline vs Actual)

Current scheduled substantial completion date is 9/9/24 (see attached schedule). This is ahead of the 10/1/24 contractual substantial completion date. The project health indicator has been changed to “Average” because the MUD for this project has recently informed us that they are behind their originally proposed schedule by approximately 2 months to install the water service to the project, which is reflected in the above completion date. AGCM and Construction Masters are following up with them regularly to gather feedback, keep them on the current schedule, and hopefully improve their current proposed schedule. No long lead time or submittal items are anticipated to cause any delays to the current schedule (most shipping dates are not confirmed at this time). 11 rain days (2 net days) have been documented to date (see attached log).



**Budget Status**

1. Contract Status

|                                                           |                |
|-----------------------------------------------------------|----------------|
| a. Original Contract Value:                               | \$3,719,000.00 |
| b. Approved Change Orders:                                | \$0.00         |
| c. Current Contract Value:                                | \$3,719,000.00 |
| d. Amount Completed and Stored to Date (incl. retainage): | \$288,102.00   |
| e. Percent Complete to Date:                              | 7.75%          |

2. Change Orders

|                                                        |              |
|--------------------------------------------------------|--------------|
| a. Approved Change Orders                              | \$0.00       |
| b. Pending Change Orders (Needing Discussion/Approval) | \$153,861.86 |
| c. Denied/Declined Change Orders                       | \$0.00       |

3. Comments

Below are pending change order request details needing discussion/approval:

1. CPR 1R (attached) - \$153,861.86
  - a. Texas Civil - \$63,765.00
    - i. Additional detention pond excavation and haul off due to additional detention requirements per the permitting office.
    - ii. Additional keystone block construction due to additional detention requirements per the permitting office.
  - b. V&S Construction - \$11,054.56
    - i. Additional storm drainage and catch basin for AC condensate drain, per ASI 002.
    - i. Upgraded lift station and additional storm drainage to account for larger detention pond, per additional detention requirements per the permitting office and ASI 002.
  - c. Ft Bend Drywall - \$900.00
    - i. Wall partition adjustments, per ASI 002.
  - d. PHP Abatement - \$3,550.00
    - i. Asbestos abatement of existing vinyl plank flooring mastic. Previously not included in GMP, as contractor received asbestos report on 8/14/23 after GMP acceptance. Air quality monitoring will be required during the abatement. A proposal for those services is also attached. A separate third party contract would be necessary for the air monitoring, upon approval.
  - e. Bob Liu - \$6,600.00
    - i. Windstorm inspection fee to ensure project meets hurricane resistance standards.



- f. PHP Demolition - \$2,500.00
  - i. Pumping, removal, and backfill of 2 septic tanks found onsite unexpectedly.
- g. Griffin - \$56,000.00
  - i. De-watering service for 1 month so that detention pond excavation and construction can be completed. Additional months are not anticipated, but would incur costs of \$8500/month. Underground water was hit during pier drilling and will be hit during pond excavation, due to additional depth and detention requirements per the permitting office.

Below are potential change order items that we have not received pricing on:

1. ASI 003 - The site fire line will have to be upsized from 4" to 6", due to fire sprinkler system flow requirements. Construction Masters is currently looking into potential cost savings areas, with the end goal being a net zero cost change for this ASI. Total cost has been indicated to be \$15,113, but no firm pricing has been given.
2. ASI 004/005 – Power was added at the “fueling station” per owner request. No pricing has been received.
3. Construction Masters recently brought up potential cost savings items to discuss. These items include removing the side and back fence replacement from the scope (approximately \$25,400 per GMP SOV) and removing the masonry trash enclosure from the scope (approximately \$13,900 per GMP SOV). No firm pricing has been received.



### **Construction Quality**

1. Non-conforming work this period
  - a) None
  
2. Critical Observations
  - a) This Period:
    - i. No work onsite since last board meeting.
  
  - b) Anticipated next Period:
    - i. PEMB and Steel erection
    - ii. Interior MEP rough-In/coordination
    - iii. Demolition of the existing structure
  
  - c) Comments:
    - i. In general, quality has been per plans and specifications.

### **Pending Issues**

1. Waterline connection - The MUD for this project has recently informed us that they are behind their originally proposed schedule by approximately 2 months to install the water service to the project, which is reflected in the above mentioned completion date. AGCM and Construction Masters are following up with them regularly to gather feedback, keep them on the current schedule, and hopefully improve their current proposed schedule.

### **Owner Action Items**

1. Discuss/approve CPR 1R (attached), as described above.
2. Discuss/approve asbestos abatement air monitoring proposal (attached). A third party would be required to monitor the air quality during the abatement of the asbestos. The proposal includes per day pricing. The abatement would likely take 3 days and total costs would likely be \$2,050.
3. Construction Masters/AGCM to coordinate with Willie Sanders regarding salvaging the existing outside AC unit.



**Photos**



**12/6/23 View of the building foundation**


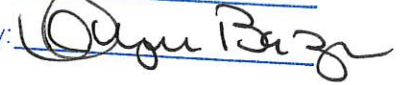


**12/6/23 View of the site/detention pond area**

HARRIS COUNTY WCID # 133  
20141 SCHIEL RD  
CYPRESS, TX 77433  
281-367-5511

APPROVED  
Harris County ESD #1  
Board of Commissioners

11/29/2023  
Jeremy Hyde  
2800 Aldine Bender  
Houston TX 77032

DEC 15 2023  
President:   
Secretary: 

**RE: Tap and Inspection Fees for EMS Station 93**

Listed below are the tap fees for the project located at 7710 Fallbrook Dr in Harris County WCID #133:

|                                            |                     |
|--------------------------------------------|---------------------|
| Domestic Deposit                           | \$ 50.00            |
| 2" Domestic Tap and Standard Meter (short) | \$ 2,750.00         |
| 12" x 8" Fire Line TS&V                    | \$ 7,400.00         |
| Deep Excavation                            | \$ 3,600.00         |
| Trench Safety                              | \$ 1,200.00         |
| Hydro-excavation                           | \$ 3,100.00         |
| Pre/Post Lot Inspection:                   | \$ 60.00            |
| Sewer Tap Inspection                       | \$ 50.00            |
| Customer Service Inspection                | \$ 100.00           |
| Grease Trap & Sample Well (2)              | \$ 200.00           |
| Restoration                                | \$ 2,227.00         |
| Traffic Control                            | \$ 6,000.00         |
| Plan Review                                | \$ 300.00           |
| Quote Fee                                  | \$ 100.00           |
| <b>Total:</b>                              | <b>\$ 27,137.00</b> |

The account deposit will be refunded when this account is terminated or transferred to another entity.

This quote does not include any Backflow Prevention Devices. An RPZA Backflow device will need to be installed for each meter by the owner. Prior to water service being provided to the facility, please provide the backflow certification documents for each of these devices.

**The customer is responsible for TX Dot permits, if required, please provide a copy before work begins.**

You are required to schedule the customer service inspection for this commercial property by emailing [commercialservices@municipalops.com](mailto:commercialservices@municipalops.com)

We can only hold the prices in this quote for 60 days from the date of the proposal. If there are any changes to the original plans after the tap quote has been provided, additional fees may be required.

Please make check payable to **Harris County WCID # 133** and deliver to 20141 Schiel Rd, Cypress TX 77433.

Should you have any additional questions or concerns regarding this tap quote, please email us at [commercialservices@municipalops.com](mailto:commercialservices@municipalops.com).

Thank you,

Jody Salinas





P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: HCESD No 1 EMS Stations 93 & 96  
 Date: 10/2/23 Revised 11/12/23  
 Change Proposal No: 01R  
 To: AG/CM Inc  
 Attn: Vince Grainger

Construction Masters proposes to make the following changes to the original scope for work for the HCESD No 1 EMS Stations 93 & 96:

Changes During Permitting @ 96 and Added Services

|                                                                |           |                   |
|----------------------------------------------------------------|-----------|-------------------|
| Texas Civil                                                    | \$        | 63,765.00         |
| V&S Construction                                               | \$        | 11,054.56         |
| Ft Bend Drywall                                                | \$        | 900.00            |
| PHP Abatement                                                  | \$        | 3,550.00          |
| Bob Liu                                                        | \$        | 6,600.00          |
| PHP (Septic Tank Removal)                                      | \$        | 2,500.00          |
| Griffin                                                        | \$        | 56,000.00         |
| Subtotal                                                       | \$        | 144,369.56        |
| OH&P                                                           | \$        | 7,218.48          |
| Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K) | \$        | 2,273.82          |
| <b>Total Change Proposal Request</b>                           | <b>\$</b> | <b>153,861.86</b> |

Scope Changes:

1. Change in pond depth.
2. Revised Lift Station
3. Added Storm Piping
4. Added Catch Basin
5. Wall Changes
6. Added Asbestos Abatement
7. Structural Windstorm Services
8. Septic Tank Removal
9. Dewatering

Attached Quotes: Texas Civil, V&S Construction, Ft Bend Drywall, PHP Abatement and Bob Liu, Griffin

Changes During Permitting @ 93 and Added Services

|                                                                |           |                  |
|----------------------------------------------------------------|-----------|------------------|
| V&S Construction                                               | \$        | 14,781.40        |
| Bob Liu                                                        | \$        | 6,600.00         |
| Sparq                                                          | \$        | 2,693.25         |
| Subtotal                                                       | \$        | 24,074.65        |
| OH&P                                                           | \$        | 1,203.73         |
| Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K) | \$        | 379.18           |
| <b>Total Change Proposal Request</b>                           | <b>\$</b> | <b>25,657.56</b> |

Scope Changes:

1. Added Steel Casing Around Waterline
2. Structural Windstorm Services
3. Added Seal to Signage

Attached Quotes: V&S Construction, and Bob Liu, Sparq

Dennis Busby  
Construction Masters of Houston, Inc

APPROVED  
Harris County ESD #1  
Board of Commissioners

DEC 15 2023

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

Secretary: \_\_\_\_\_



# TEXAS CIVIL CONSTRUCTION LLC

CONCRETE UTILITIES EARTH WORK

Houston Tx, 77040

(281) 741-5141

11/5/2023

Attn: Dennis Busby/ Construction Masters of Houston

We are submitting the following CHANGE ORDER for the proposed additional work at EMS #96 Detention Pond. Scope of work and pricing are listed below.

## Detention Pond Excavation

1. An additional 4500 sq ft x 3' to be excavated to reach proposed elevation.'
2. An additional 700 cubic yards to be hauled off,
3. Additional backfill and compaction for 3' depth.
4. Additional benching of excavation needed to reach the proposed depth will require additional backfilling and compaction.
5. Additional labor/ fuel/ rental for equipment needed to complete scope of work.

Additional Equipment = \$3,518.00

Hauling 59 loads @ 168.00 = \$9,912.00

Additional labor = \$4,600.00

Additional Fuel =\$750.00

**Grand Total =\$18,780.00**

## Detention Pond Installation

1. An additional 58 cubic yards of Free Draining Aggregate.
2. An additional 900 pieces of Regal Stone Pro block cost and labor to install.
3. Cost for additional Geosynthetic Fabric and labor to install.
4. Additional cost for equipment to offload, move and place materials.

Additional Material = \$36,500.00

Additional labor = \$8,485.00

**Total = \$44,985.00**

Mike Schroeder/ TCC



# V&S CONSTRUCTION COMPANY LLC

~ 9437 Gates Loop . Manvel, Texas 77578 ~

EMS 96

EMS 93 & 96

DATE September 25, 2023

We would like to submit the following proposal to furnish all supervision, labor, equipment and material to install the following:

| ITEM     | Description          | UNIT | QTY | UNIT         | TOTAL          | %    | UNIT |              | TOTAL          |
|----------|----------------------|------|-----|--------------|----------------|------|------|--------------|----------------|
|          |                      |      |     |              |                |      | Cost | Cost         |                |
| 1        | 8" DR18 C900 PVC     | FT   | 20  | \$ 77.82     | \$ 1,556.40    | 0.10 | \$   | \$ 85.63     | \$ 1,712.13    |
| 2        | Lift Station         | EA   | -1  | \$ 28,180.10 | \$ (28,180.10) | 0.10 | \$   | \$ 30,998.10 | \$ (30,998.10) |
| 3        | Revised Lift Station | EA   | 1   | \$ 34,404.51 | \$ 34,404.51   | 0.10 | \$   | \$ 37,844.96 | \$ 37,844.96   |
| 4        | Catch Basin          | EA   | 1   | \$ 1,439.68  | \$ 1,439.68    | 0.10 | \$   | \$ 1,583.65  | \$ 1,583.65    |
| 5        | 24" RCP CULVERT      | FT   | 36  | \$ 116.09    | \$ 4,063.01    | 0.10 | \$   | \$ 127.69    | \$ 4,469.31    |
| 6        | 12" HDPE             | FT   | 30  | \$ 51.89     | \$ 1,556.69    | 0.10 | \$   | \$ 57.08     | \$ 1,712.35    |
| 7        | 10" HDPE             | FT   | 8   | \$ 103.65    | \$ 829.18      | 0.10 | \$   | \$ 114.01    | \$ 912.10      |
| SUBTOTAL |                      |      |     |              | \$ 15,669.45   |      |      |              | \$ 17,236.40   |

Labor      Material      Bedding Material      Equip.      Sub Contractor      Total

TOTAL ~~\$ 17,236.40~~

\$11,054.56

**NOTES:**

- This proposal is not intended to be broken out separately.
- This bid is only valid for a period of thirty (30) calendar days from date above.
- Any changes in description in work or conditions will reflect in a change of price.

**EXCLUSIONS:**

- Any Dewatering, well-pointing and tapping Gifford Hill Pipe
- Testing for compaction.
- SWPPP
- Any removal or replacement of trees, speed signs, light poles, sodding or hydromulching
- of any kind to include all right-of-ways.
- Any work not shown on drawings is not included in this proposal

Submitted By:

# Fort Bend Drywall, LLC

8907 Royal Crest Lane, Richmond, Texas 77469  
Phone: 713-702-7258 Fax: 281-605-5869

Date: Thursday, November 7, 2023

Job No.:

Proposal to: Construction Masters of Houston  
Dennis Busby  
3908 3rd street  
Pearland, Texas 77581

Project: EDS Stations 96 revised  
**Change Proposal**  
Houston,  
**New Partitions**

Plans Date Thursday, September 21, 2023

Phone: 281-997-2640

Fax: 281-485-4702

---

*We appreciate the opportunity to bid on this project. This proposal is based on normal working hours and uninterrupted conditions while working as close as possible with other trades. Price is valid for 30 (thirty) days. All bonding is excluded. General Contractor to furnish one set of construction drawings and documents.*

## SCOPE OF WORK:

### 09250 Drywall:

•  
900

Change wall between 151 and 152 from A3 to B3 Add \$300  
Change walls between 101 and 102 & 108 and 109 From B2 to B6 Add \$200  
Change walls between Corridor 110 and 101 & Corridor 110 and 109 from A3 to B3 Add \$400

## BASE BID AMOUNT

900

Thank You  
Mike Pant



18062 FM 529 #209, Cypress, TX 77433 Office Line: (346)320-3110  
Asbestos & Mold Abatement, Demolition & Wrecking.  
PHPASBESTOS.COM

## BID PROPOSAL

**Date:** August 30, 2023  
**Estimate #** TX23-830  
**Attention to:** Bidding Department  
**Reference:** Asbestos Abatement at Fire Station 96 - Houston, Texas

---

PHP Asbestos and Demo Services is pleased to offer you our Asbestos Abatement bid proposal for the project located at the Fire Station 96, 2947 Washington Dr., Houston, Texas 77038. Our proposal is based on the Asbestos Survey, dated August 1, 2022.

### **Scope of Work:**

Removal of laminate flooring, and asbestos containing floor tile and mastic, under full containment. Asbestos abatement includes labor, equipment, hauling, and disposal of asbestos materials in a legal manner.

PHP estimates two (2) working days to complete this project.

- I. PLEASE REVIEW PHP GENERIC EXCLUSIONS/CLARIFICATIONS ON FOLLOWING PAGE.
- II. 1 FULL MOBILIZATION OF THE PHP TEAM TO THE JOBSITE IS INCLUDED IN THIS PROPOSAL.

### **Exclusions**

- Owner to provide power and water connection source throughout duration of project.
- Utility usage cost.
- Locations unknown at bid time
- No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
- Pricing based on normal working hours. Overtime required by Owner will constitute an additional cost.
- PHP is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
- SALES TAXES is excluded from pricing.
- Unforeseen flooring compounds, mastics, glues, mortar, leveling materials, and additional layers of floor finish.
- Floor grinding, bead blasting, and flash patching to provide a smooth and level sub-surface.
- Price excludes air monitoring services. Air monitoring services to be provided by an Asbestos Consultant.
- Price excludes TDSHS 10day Notification fees.
- Any, "patch," "replace," "relocate," "infilling", "rerouting", "protecting", or similar activities.
- Engineered shoring, scaffolding, or bracing.
- Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required, will be priced separately.





18062 FM 529 #209, Cypress, TX 77433 Office Line: (346)320-3110  
Asbestos & Mold Abatement, Demolition & Wrecking.  
PHPASBESTOS.COM

**Clarifications:**

- \$1,000,000 / \$2,000,000 occurrence-based liability insurance Additionally, insured parties must be agreed upon by **PHP Asbestos and Demo Services**.
- PHP assumes (unless specified) that we will have unencumbered access to the work area, and egress routes during the entirety of our scheduled scope. Lost time due to early trades, or incomplete make-safe will result in additional charges.
- The owner to provide restroom facilities, adequate electricity, potable water, on-site parking and sufficient storage space for materials and equipment. Placement of trailer and any utility connections to be adjacent to work area and compatible with PHP's needs.
- Any items the owner intends to salvage must be removed from the site prior to the mobilization of PHP to the jobsite, or a prior agreement must be established.
- PHP will not mobilize or commence work without a signed contract, work authorization, or NTP.
- Proposal to be included as part of contract documents for scope of work.
- This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from the date above.
- All invoices are due upon receipt and to be paid after project completion.
- PHP will complete all work in strict accordance with all applicable OSHA, EPA, STATE, & LOCAL regulations, and the project specifications. Our company behavioral based safety program often exceeds these safety protocols.
- Additional mobilization \$1,500.
- PHP strives to be a dependable turnkey contractor that serves their General Contractor & Owner clients with respect, and in a safe, responsible, and efficient manner. We ask that as much as possible, can execute our processes in our preferred methods, and pre-planned schedule of work. Unexpected changes delay completion and hinder project success.

**Bid Proposal Total Price:**

**\$3,550.00**

This proposal is contingent upon the acceptance of a definitive agreement containing terms and conditions agreeable to both parties. PHP reserves the right to accept separate from the whole on pricing and proposal.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please contact us:

Sincerely,

**Raul Garcia**  
Estimator  
C (832) 302-4071

**PROPOSAL ACCEPTANCE:**

**Project: Asbestos Abatement at Fire Station 96 - Houston, Texas**

Company: \_\_\_\_\_

Accepted by (Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



August 21, 2023

Dennis Busby  
Construction Masters of Houston  
908 3rd Street  
Pearland, Texas 77581  
RE: HC ESD1 EMS Station 96  
Subject: Windstorm Inspection Fee

Dear Mr. Busby:

I am pleased to present the fee proposal to contract for the structural engineering services related to the windstorm inspection for HC ESD1 EMS Station 96 in Harris County. The purpose for the inspection is to establish that the project meet hurricane resistant requirements for Harris County. This fee represents the level of effort necessary and consistent with the responsibilities requirement and has met requirement International Building Code (IBC), 2018 edition or ASCE 7-16 for wind design.

My structural fee for the windstorm inspection is **\$6,600.00**. It will include verify structural drawings for compliance with building & TDI codes and review shop drawings. Total of seven (7) trips (1 for Foundation, 1 for PEMB, 1 for storefront windows & doors, 1 for ext. hollow metal doors & hardware, 1 for canopy, 1 for CFMF & 1 final) to the project site, travel expenses, inspection reports and all the required paper work (WPI-1 & WPI-2) for TDI but not submit since the building is in Harris County is not require by TDI. Additional trip may require completing the Inspection work; cancel trip without notice (24 hours) \$400 per trip, uncompleted work on final inspection (roof panel not properly anchor to roof framing, etc.) which may require addition field visit (request), \$800 per trip. I will coordinate my inspection trip with Architect of Record (Martinez Architects) & Contractor's (Construction Masters of Houston) superintendent for construction schedule.

I appreciate the opportunity and am honored to present this information for your approval. As always, should you have any questions please feel free to call (713-829-1266) or email me @ [www.blrabb13@gmail.com](mailto:www.blrabb13@gmail.com).

Sincerely,



Bob Y. Liu, PE  
Windstorm Inspector





18062 FM 529 #209, Cypress, TX 77433 Office Line: (346)320-3110  
Asbestos & Mold Abatement, Demolition & Wrecking.  
PHPASBESTOS.COM

## BID PROPOSAL

**Date:** October 17, 2023  
**Estimate #** TX23-40 CHANGE ORDER #2  
**Attention to:** Bidding Department  
**Reference:** HCESD 1 EMS Stations 93 & 96

---

PHP Asbestos and Demo Services is pleased to offer you our CHANGE ORDER bid proposal for the **HCESD 1 EMS Stations 93 & 96** project located at: 7710 Fallbrook Drive, Houston, Texas 77086 and 2947 Washington Drive, Houston, Texas 77038

**Demolition Drawings as follows:**  
EMS #93 C005  
EMS #96 C005

**Scope of Work:**  
Remove 2 septic tanks at station 96.

**CHANGE ORDER Total Price: \$ 4,000.00 If is done in a separate mobilization**  
**\$ 2,500.00 If is done at the same time that we demo the building.**

- PLEASE REVIEW PHP GENERIC EXCLUSIONS/CLARIFICATIONS ON FOLLOWING PAGE
- MEPT Make Safe by Others
- One full mobilization of the PHP team to the jobsite is included in this proposal.



October 19, 2023



Dewatering Proposal No. GDHB101923-C-0128

Construction Masters of Houston  
**Mr. Dennis Busby**  
[dennis@cmhou.com](mailto:dennis@cmhou.com)  
281-780-3871

**EMS Station 96 - Detention Pond**  
**2947 Washington Drive**  
**Houston, TX 77038**

Thank you for contacting Griffin Dewatering, LLC. We are pleased to submit our dewatering proposal for the above-referenced project. This proposal outlines the proposed equipment and materials, price of the system, and any Contractor assistance that will be needed.

### **Project Information**

Per information provided to Griffin, the project consists of construction of a detention pond as part of EMS Station 96 project located at 2947 Washington Drive in Houston, TX. The project parameters can be summarized as follow:

- **Detention Pond Perimeter:** approximately  $\pm 300$ ft perimeter
- **Ground Elevation:**  $\pm$ EL 88
- **Groundwater Elevation:**  $\pm$ EL. 77
- **Deepest Subgrade Elevation:**  $\pm$ EL. 73

#### **Soil Profile (Boring B3):**

- 0 to  $\pm 6$ ft: Clayey Sand
- $\pm 6$  to  $\pm 12$ ft: Sandy Silty Clay
- $\pm 12$  to  $\pm 20$ ft: Silty Sand

**Our proposal is based on the information provided, specifically:**

- Alpha Testing Geotechnical Exploration Report No. H223407-Draft dated January 09, 2023
- Project Plan Drawings Set dated September 2023

### **Scope of Work**

Based on the above information, Griffin proposes the following scope of services:

- Installation of a wellpoint dewatering system surrounding the proposed detention pond from existing ground.
- Wellpoints will be installed utilizing our wash rotary drilling method to a depth of approximately  $\pm 25$ ft at an approximate spacing of  $\pm 7$ ft.
- Griffin will provide and install a  $\pm 300$ LF wellpoint system complete with operating wellpoint pump, header pipe, wellpoints, and discharge.
- Griffin will provide up to  $\pm 300$  feet of header pipe,  $\pm 45$  wellpoints, one (1) operating diesel wellpoint pump, and  $\pm 100$ ft of discharge hose from the pump station.
- Upon completion, Griffin will remove and return the dewatering system.

### **Assumptions:**

- It is assumed that all wellpoints can be completed under one mobilization.
- Due to the fine-grained nature of the soil any water trapped on top of clay will need to be sumped by the Contractor.
- Subcontractor has not independently verified subsurface conditions and relying on the continuity and accuracy of the geotechnical report.
- Griffin will have access to a source of continuous water with no time delays.

Initials: \_\_\_\_\_



**Power Requirements:**

- **Diesel Wellpoint Pumps:** 3 to 4 gallons per hour depending on running RPM

Attached please find the following:

- Attachment A – Pricing
- Attachment B – Contractor’s Obligations
- Attachment C – Terms & Conditions

Griffin Dewatering thanks you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions or concerns or would like to discuss this project in more detail, please do not hesitate to contact me. I am frequently in the area and would be happy to schedule a time to meet at your office to review the work plan in greater detail. I can always be reached at (713) 539-5282.

Sincerely,

Harry Bagherzadeh, PE, PhD  
Sr. Project Manager

This proposal for stated services above, along with the attached terms and conditions and any exclusions or exceptions indicated is acceptable. Griffin Dewatering is hereby authorized to perform the stated scope of work as priced.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company: \_\_\_\_\_

**Attachment A – Pricing**

| <b>Base Contract:</b>                      | <b>Per Unit Price (\$)</b> | <b>Unit</b> | <b>Quantity</b> | <b>Total (\$)</b> |
|--------------------------------------------|----------------------------|-------------|-----------------|-------------------|
| Furnish & Installation of Wellpoint System | 47,500                     | LS          | 1               | 47,500            |
| Wellpoint System Monthly Rental            | 8,500                      | Month       | 1               | 8,500             |
| <b>Base Contract Total:</b>                |                            |             |                 | <b>56,000</b>     |

| <b>Optional Pricing:</b>                     | <b>Per Unit Price (\$)</b> | <b>Unit</b> |
|----------------------------------------------|----------------------------|-------------|
| Additional Monthly Rental - Wellpoint System | 8,500                      | Month       |
| Standby Time                                 | 470                        | HR          |
| Service Technician                           | 125                        | HR          |
| Helper                                       | 85                         | HR          |

The above pricing is good for 30 days and excludes all applicable taxes

**Attachment B - Contractor Obligations**

1. All earth work, including but not limited to, all necessary access/egress accommodating of two-wheel drive construction, line, grade, level right-of-way and work areas.
2. Equipment pads which provide a minimum of 5 feet of reverse head for the drilling of wells.
3. If required, any scaffolding, bracing, mats, plates and/or benches to facilitate the installation and service of the dewatering equipment, construction and maintenance of trenches, berms, dikes, ditches, excavations and all other reasonable and necessary site preparation and protection of work site.
4. Provide any required waterproofing / sealing of well penetrations through foundations, cutting, coring, or sleeving.
5. Performance of a site survey, which physically indicates by survey stakes the location of all well sites and other equipment and materials to be installed in accordance with this agreement.
6. Removal of surface water, ice, snow and any unusual or unnatural underground and surface obstructions, including concrete.
7. Marking and any necessary relocation or protection of all on-site and surrounding utilities and service lines, above and beneath the ground. Subcontractor will obtain all governmental required utility notification/identification reports from the local "utility locating service". However,

Initials: \_\_\_\_\_



# V&S CONSTRUCTION COMPANY LLC

~ 9437 Gates Loop . Marvel, Texas 77578 ~

EMS 93

EMS 93 & 96

DATE September 25, 2023

We would like to submit the following proposal to furnish all supervision, labor, equipment and material to install the following:

| ITEM                  | DESCRIPTION      | UNIT | QTY | UNIT PRICE  | TOTAL        | %    | UNIT        |              | TOTAL |
|-----------------------|------------------|------|-----|-------------|--------------|------|-------------|--------------|-------|
|                       |                  |      |     |             |              |      | Cost        | Cost         |       |
| <b>ASI #2 CHANGES</b> |                  |      |     |             |              |      |             |              |       |
| 1                     | 16" Steel Casing | FT   | 90  | \$ 118.85   | \$ 10,696.50 | 0.10 | \$ 130.73   | \$ 11,766.15 |       |
| 2                     | Catch Basin      | EA   | 1   | \$ 2,741.14 | \$ 2,741.14  | 0.10 | \$ 3,015.25 | \$ 3,015.25  |       |
| 3                     | 8" HDPE          | FT   | 10  | \$ 29.66    | \$ 296.58    | 0.10 | \$ 32.62    | \$ 326.24    |       |
| 4                     | 6" HDPE          | FT   | 6   | \$ 32.00    | \$ 192.00    | 0.10 | \$ 35.28    | \$ 211.68    |       |
| SUBTOTAL              |                  |      |     |             | \$ 11,672.55 |      |             | \$ 14,931.22 |       |

TOTAL \$ 14,931.22

\$14,781.40

**NOTES:**

- This proposal is not intended to be broken out separately.
- This bid is only valid for a period of thirty (30) calendar days from date above.
- Any changes in description in work or conditions will reflect in a change of price.

**EXCLUSIONS:**

- Any Dewatering, well-pointing and tapping Gifford Hill Pipe
- Testing for compaction.
- SWPPP
- Any removal or replacement of trees, speed signs, light poles, sodding or hydromulching
- of any kind to include all right-of-ways.
- Any work not shown on drawings is not included in this proposal

Submitted By:

August 21, 2023

Dennis Busby  
Construction Masters of Houston  
908 3rd Street  
Pearland, Texas 77581  
RE: HC ESD1 EMS Station 93  
Subject: Windstorm Inspection Fee

Dear Mr. Busby:

I am pleased to present the fee proposal to contract for the structural engineering services related to the windstorm inspection for HC ESD1 EMS Station 93 in Harris County. The purpose for the inspection is to establish that the project meet hurricane resistant requirements for Harris County. This fee represents the level of effort necessary and consistent with the responsibilities requirement and has met requirement International Building Code (IBC), 2018 edition or ASCE 7-16 for wind design.

My structural fee for the windstorm inspection is **\$6,600.00**. It will include verify structural drawings for compliance with building & TDI codes and review shop drawings. Total of seven (7) trips (1 for Foundation, 1 for PEMB, 1 for storefront windows & doors, 1 for ext. hollow metal doors & hardware, 1 for canopy, 1 for CFMF & 1 final) to the project site, travel expenses, inspection reports and all the required paper work (WPI-1 & WPI-2) for TDI but not submit since the building is in Harris County is not require by TDI. Additional trip may require completing the Inspection work; cancel trip without notice (24 hours) \$400 per trip, uncompleted work on final inspection (roof panel not properly anchor to roof framing, etc.) which may require addition field visit (request), \$800 per trip. I will coordinate my inspection trip with Architect of Record (Martinez Architects) & Contractor's (Construction Masters of Houston) superintendent for construction schedule.

I appreciate the opportunity and am honored to present this information for your approval. As always, should you have any questions please feel free to call (713-829-1266) or email me @ [www.blrabbbit13@gmail.com](mailto:www.blrabbbit13@gmail.com).

Sincerely,



Bob Y. Liu, PE  
Windstorm Inspector



5151 Milwee Street, Houston, Texas 77092 713-956-4166(P)

## Proposal - Additional Seal for 93

**Construction Masters of Houston**

Justin Davis

PO Box 1587

Pearland TX 77588 USA

DATE: **11/8/2023**

PROPOSAL NO.: **20220559-4**

| CUSTOMER PO                                                                                                                                                                 |                                                                                                                                                                                                                                 | REQUESTED BY        |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| EMS Station 96 and 93                                                                                                                                                       |                                                                                                                                                                                                                                 | Justin Davis        |                     |
| SALES REPRESENTATIVE                                                                                                                                                        |                                                                                                                                                                                                                                 | PROJECT MANAGER     |                     |
| Jill Landis                                                                                                                                                                 |                                                                                                                                                                                                                                 | Kristen Vallery     |                     |
| DESCRIPTION OF SERVICES                                                                                                                                                     |                                                                                                                                                                                                                                 |                     |                     |
| Sales tax is not included. Installation during normal business hours. Lead time is 6 to 8 weeks upon receipt of all approvals. Electrical runs to sign locations by others. |                                                                                                                                                                                                                                 |                     |                     |
| QTY.                                                                                                                                                                        | DESCRIPTION                                                                                                                                                                                                                     | PRICE               | TOTAL COST          |
| 1.0                                                                                                                                                                         | 3'- 4" diameter illuminated aluminum seal with printed graphic                                                                                                                                                                  | \$2,252.25          | \$2,252.25          |
| 1.0                                                                                                                                                                         | Installation - Illuminated Seal                                                                                                                                                                                                 | \$441.00            | \$441.00            |
| 1.0                                                                                                                                                                         | <del>Sample Building Letter - Halo illuminated aluminum letter with a painted finish. LETTER "H" (2'), with a power supply and plug/switch. If approved this will be sent back and used towards the set of HCESD letters.</del> | <del>\$252.00</del> | <del>\$252.00</del> |
|                                                                                                                                                                             | <del>Sample Building Letter - Halo illuminated aluminum letter with a painted finish. LETTER "H" (2')</del>                                                                                                                     | <del>\$913.50</del> |                     |
|                                                                                                                                                                             | <del>**This charge will be if the letter "H" is not approved**</del>                                                                                                                                                            |                     |                     |
|                                                                                                                                                                             |                                                                                                                                                                                                                                 |                     |                     |
|                                                                                                                                                                             |                                                                                                                                                                                                                                 |                     |                     |
|                                                                                                                                                                             |                                                                                                                                                                                                                                 |                     |                     |
|                                                                                                                                                                             |                                                                                                                                                                                                                                 |                     |                     |
|                                                                                                                                                                             |                                                                                                                                                                                                                                 |                     |                     |



October 17, 2023

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

Re: Proposal  
Asbestos Abatement Consulting Services  
**Station 96**  
2947 Washington Drive  
Houston, Texas  
ALPHA Proposal No. 100895

ALPHA TESTING, LLC (hereinafter "ALPHA") is hereby pleased to submit to **AG|CM, Inc. (hereinafter "Client")** the following proposal for asbestos abatement consulting services. ALPHA's scope of services, budget and schedule for this project is provided in the following sections.

### **PROJECT INFORMATION**

The scope of services for this project is based on the following information.

- ALPHA will provide asbestos abatement and air-monitoring/supervision services regarding the removal and disposal of selected materials identified to contain asbestos at the above referenced site that will be affected by planned demolition.
- Identified asbestos-containing materials (ACMs) to be abated include:
  - 6" x 48" floor tile (wood pattern) and mastic (black) - mastic – 5% Chrysotile.
- Client is responsible for payment of Texas Department of State Health Services (TDSHS) notification fees. TDSHS notification fees are invoiced directly to the property owner, and are based on quantity of material to be abated as identified on the notification form.

### **SCOPE OF SERVICES**

#### ***Project Design***

A site-specific abatement plan and technical specifications will be developed for the removal and disposal of the previously identified ACMs from the above-referenced facility. The specifications will be designed in accordance with current local, state and federal regulations. The specification document will be prepared by a State of Texas licensed asbestos consultant.

#### ***On-Site Air Monitoring and Inspection Services***

A State of Texas licensed asbestos Air Monitoring Technician (AMT) will be on-site for the duration of the project to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The AMT will perform a final visual inspection after the abatement has been completed, and conduct clearance testing in accordance with the current TDSHS regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.





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### *ACM Abatement*

The identified ACMs will be removed and disposed from the site by a State of Texas licensed asbestos abatement contractor, **to be subcontracted by the Client or their General Contractor**, in general accordance with applicable TDSHS, U.S. Environmental Protection Agency (EPA), and Occupational Safety and Health Administration (OSHA) regulations and guidelines. ACM waste will be properly manifested and transported to an approved State licensed landfill for disposal.

### *Final Report*

A final report will be prepared documenting project abatement activities, air sample results, and air clearance information, and will include disposal manifests, worker documentation, and professional licenses.

### **ASSUMPTIONS**

The proposed scope of work is based on the following assumptions presented below.

- Client represents that he/she has full authority from the current landowner to engage ALPHA to perform these services.
- ALPHA will have access and entry to the site. No stand-by time associated with site access and entry will be incurred.
- Client will provide security during the duration of the project.
- Client will provide water and electricity during the duration of the project.
- All work will be conducted during a standard 8-10 hour work day from Monday-Friday.
- Removal and abatement of the listed identified ACMs will be completed within a maximum of five (5) business days during one (1) mobilization event.
- Abatement air-monitoring and inspection services will be conducted by a maximum of one (1) on-site air-monitoring supervisor.
- Client is responsible for payment of TDSHS notification fees.

Client is responsible for all replacement or re-build of abated walls/floors/ceilings, cabinets, appliances, etc. and other damaged building materials. Please note that paint and/or other substrate damage, delamination, peeling, chipping, etc. may occur during the removal of duct tape and adhesives utilized during remediation activities, and tapes/adhesives may leave a residue on surfaces. Client is responsible for repair of these materials.

### **PROJECT BUDGET**

The Scope of Services as outlined in this proposal will be performed for an estimated cost of **\$14,600.00**. The estimated total cost is based on the scope of work outlined in this proposal and will be billed on a lump sum basis. If, as a result of these services, additional work is required outside the scope of this proposal, the client will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal. A summary of estimated costs is provided below:



| Estimated Project Cost                                                              |                    |
|-------------------------------------------------------------------------------------|--------------------|
| Project Management                                                                  | \$2,500.00         |
| Project Specification                                                               | \$1,600.00         |
| On-Site Oversight/Air Monitoring Services<br>(5-working days at \$1,600.00 per day) | \$8,000.00         |
| Final Report                                                                        | \$2,500.00         |
| <b>Total Estimated Cost:</b>                                                        | <b>\$14,600.00</b> |

NOT TO EXCEED

**PROJECT EXECUTION**

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

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

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

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

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

APPROVED  
Harris County ESD #1  
Board of Commissioners

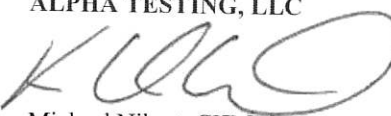
DEC 15 2023

President: 

Secretary: 

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

Sincerely,  
ALPHA TESTING, LLC

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



**PROPOSAL ACCEPTANCE FORM**

Date: October 17, 2023

ALPHA Proposal No.: 100895

Project Name: Station 96

Project Location: 2947 Washington Drive, Houston, Texas

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REPORT DISTRIBUTION**

| FIRM | ADDRESS | CITY | STATE | ZIP | # OF COPIES** |
|------|---------|------|-------|-----|---------------|
|      |         |      |       |     |               |
|      |         |      |       |     |               |



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## “EXHIBIT A” Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

### **Section 14: Insurance**

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

### **Section 15: Indemnity**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

7:42 AM

12/13/23

### Harris County ESD No. 1 - GOF Unpaid Bills Detail As of December 13, 2023

| Type                                             | Date       | Num                  | Memo                                                        | Due Date   | Open Bal...       |
|--------------------------------------------------|------------|----------------------|-------------------------------------------------------------|------------|-------------------|
| <b>Caryn Papantonakis</b>                        |            |                      |                                                             |            |                   |
| Bill                                             | 12/11/2023 |                      | Legal Fees                                                  |            |                   |
| Total Caryn Papantonakis                         |            |                      |                                                             | 12/21/2023 | 6,000.00          |
| <b>Construction Masters of Houston, Inc.</b>     |            |                      |                                                             |            |                   |
| Bill                                             | 11/30/2023 | Pay Request 11-93&96 | Pay Request 11 - Total Contract \$302,500                   |            |                   |
| Total Construction Masters of Houston, Inc.      |            |                      |                                                             | 12/10/2023 | 6,375.00          |
| <b>Donalson CDJR, LLC</b>                        |            |                      |                                                             |            |                   |
| Bill                                             | 11/29/2023 | G525646              | 2023 Dodge Ram 3500 VIN x 5646                              |            |                   |
| Total Donalson CDJR, LLC                         |            |                      |                                                             | 12/09/2023 | 60,568.00         |
| <b>Harris Central Appraisal District</b>         |            |                      |                                                             |            |                   |
| Bill                                             | 11/27/2023 | PSI23003467          | 1st Qtr Quarterly 2024 Assessment                           |            |                   |
| Total Harris Central Appraisal District          |            |                      |                                                             | 12/07/2023 | 49,052.00         |
| <b>Harris County WCID #133</b>                   |            |                      |                                                             |            |                   |
| Bill                                             | 12/12/2023 | Station 93           | Tap & Inspection Fees for EMS Station 93                    |            |                   |
| Total Harris County WCID #133                    |            |                      |                                                             | 12/22/2023 | 27,137.00         |
| <b>Pete Serna</b>                                |            |                      |                                                             |            |                   |
| Bill                                             | 11/27/2023 | 2023 Reimb           | Commissioner Reimbursement - 2023                           | 12/07/2023 | 3,750.00          |
| Bill                                             | 12/13/2023 | 2023 Reimb MTG       | Commissioner Reimbursement - 2023 - Texas Class Meeting ... | 12/23/2023 | 981.42            |
| Total Pete Serna                                 |            |                      |                                                             |            | 4,731.42          |
| <b>Shirley Reed</b>                              |            |                      |                                                             |            |                   |
| Bill                                             | 11/30/2023 | Reimb Nov 29         | Reimbursement Request August 22- November 29, 2023          |            |                   |
| Total Shirley Reed                               |            |                      |                                                             | 12/10/2023 | 2,400.00          |
| <b>Texas Department of State Health Services</b> |            |                      |                                                             |            |                   |
| Bill                                             | 12/12/2023 | 2023006089           | Application # 164514 - Asbestos/Demolition Notification     |            |                   |
| Total Texas Department of State Health Services  |            |                      |                                                             | 12/22/2023 | 57.00             |
| <b>The Morton Accounting Services</b>            |            |                      |                                                             |            |                   |
| Bill                                             | 11/30/2023 | 2510                 | October CPA Services                                        |            |                   |
| Total The Morton Accounting Services             |            |                      |                                                             | 12/10/2023 | 3,954.74          |
| <b>TOTAL</b>                                     |            |                      |                                                             |            | <b>160,275.16</b> |

+ 2700 Bazan  
+ 12,438 martinez

\$ 175,413.16

APPROVED  
Harris County ESD #1  
Board of Commissioners

DEC 15 2023

President:

Secretary:





# **martinez** Architects

900 Rockmead, Suite 250  
Houston, Texas 77339  
281-346-7371

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## **INVOICE FOR PROFESSIONAL SERVICES 22026-1 INV**

May 22, 2023

Jeremy Hyde  
Harris County ESD 1  
2800 Aldine Bender Road  
Houston, TX 77032

Re: HC ESD 1 EMS Stations 93 & 96

### **Architectural / Engineering Services**

#### **Reimbursable Fees**

|                                |          |                     |
|--------------------------------|----------|---------------------|
| Topographic Survey EMS 93 & 96 | =        | \$ 12,438.00        |
| Total Reimbursables Due        | =        | \$ 12,438.00        |
| <b>TOTAL DUE</b>               | <b>=</b> | <b>\$ 12,438.00</b> |

**(We appreciate your business)**



13430 Northwest Freeway, Suite 700, Houston, Texas 77040  
 TxEng Firm 2726 | TxSurv Firm 10110700  
 t 713.462.3178 | idseg.com

October 26, 2022  
 Project No: 240600152  
 Invoice No: 2406-001-52-01

Martinez Architects  
 Ricardo Martinez  
 900 Rockmead, Suite 250  
 Kingwood, Texas 77339

Various ESD Locations - Surveying Services  
Professional Services from September 26, 2022 to October 25, 2022

|                                               | Proposed Fee | % Complete | Total Amt Complete | Previously Invoiced | This Invoice |
|-----------------------------------------------|--------------|------------|--------------------|---------------------|--------------|
| Harris County ESD 1 EMS 93-Topographic Survey | 6,219.00     | 100%       | 6,219.00           | 0.00                | 6,219.00     |
| Harris County ESD 1 EMS 96-Topographic Survey | 6,219.00     | 100%       | 6,219.00           | 0.00                | 6,219.00     |
| Liberty County ESD 3-Land Title Survey        | 6,853.50     | 0%         | 0.00               | 0.00                | 0.00         |
| <b>Taxes</b>                                  |              |            |                    |                     |              |
| 8.25% Sales Tax                               |              | 8.25%      | of 0.00            |                     | 0.00         |

**Total this Invoice** \$12,438.00



# Document G742™ - 2015

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

**TO OWNER:** Harris Co. ESD #1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** Harris Co. ESD #93 & #96  
#93: 7710 Fallbrook, Houston, TX  
77086 & #96: 2947 Washington Ave.,  
Houston, TX 77007

**FROM DESIGN-BUILDER:** Construction Masters of Houston  
P. O. Box 1587  
Pearland, TX 77588

**APPLICATION NO:** 011  
**PERIOD TO:** November 30, 2023

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:**  
**PROJECT NOS:** 6922 /

**Distribution to:**  
OWNER:   
ARCHITECT:   
DESIGN-BUILDER:   
FIELD:   
OTHER:

### 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) ..... \$319,625.00
- 5. RETAINAGE:
  - a. 0 % of Completed Work (Column D + E on G743) ..... \$0.00
  - b. 0 % of Stored Material (Column F on G743) ..... \$0.00

- 6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
(Line 4 Less Line 5 Total) ..... \$319,625.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$313,250.00  
(Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE ..... \$6,375.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... -\$17,125.00  
(Line 3 less Line 6)

| 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> |
| NET CHANGES by Change Order                        | \$0.00        | \$0.00        |

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: December 12, 2023

County of: Brazoria  
Subscribed and sworn to before me this 12<sup>th</sup> day of December, 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** ..... \$6,375.00  
*(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.

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## 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, Design Phase** 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 12<sup>th</sup> Day of December, 2023

**Construction Masters of Houston, Inc.**

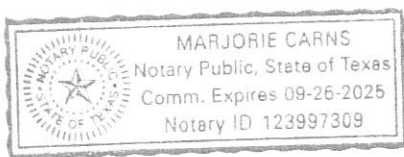
By: \_\_\_\_\_

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 12<sup>th</sup> day of December, 2023.



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

**Donalson CDJR**

1305 Hwy 96 Bypass  
Po Box 905  
Silsbee, TX 77656  
Tel: (409) 385-3796  
Fax: (409) 385-3575  
EIN#86-3489845

Invoice No.  
G525646

**SOLD TO:**  
HARRIS COUNTY ESD #1  
2800 ALDINE BENDER RI  
HOUSTON, TX 77032

Make all payments directly to:  
Donalson CDJR  
1305 Hwy 96 Bypass/P O Box 905  
Silsbee, TX 77656  
Please refer to Invoice No with remittance

| Customer Purchase Order | Terms       | Date     |
|-------------------------|-------------|----------|
| 102522-1                | NET 10 DAYS | 2-Nov-23 |

| Item                            | Quantity | Description                                   | Unit Price   | Extended Price      |
|---------------------------------|----------|-----------------------------------------------|--------------|---------------------|
| 1                               | 1        | VIN# 3C7WRSBL3PG525646<br>2023 DODGE RAM 3500 | \$ 60,568.00 | \$ 60,568.00        |
| <b>Total Due: Donalson CDJR</b> |          |                                               |              | <b>\$ 60,568.00</b> |

**Texas Department of State Health Services**

Asbestos Notification Program

PO Box 149347

Austin, Texas 78714-9347

December 01, 2023

**HARRIS COUNTY ESD #1  
ACCOUNTS PAYABLE  
2800 ALDINE BENDER RD  
HOUSTON TX 77032**

**Asbestos Abatement/Demolition Notification Fee Invoice**

**Attention Facility Owner:**

This invoice is for payment of an Asbestos Abatement/Demolition Notification submitted to the Department for the facility listed below. Payment must be received by the Department no later than the due date. Failure to pay the fee by the due date will result in the matter being referred to the Enforcement Unit for collection of the fee amount, and assessment of an administrative penalty for noncompliance with the Texas Asbestos Health Protection Rules. For more information on the basis for Asbestos Notification fees go to <http://www.dshs.state.tx.us/asbestos/rules.shtm> to access the Texas Asbestos Health Protection Rules 295.61(j).

**Facility:** Harris County ESD #1 Station 93  
**Description:** Whole house  
**Location:** 7710 Fallbrook Dr, HOUSTON TX 77086

**Notification Number:** 2023006089

**ARU:** 0

**Amount Due:** \$57.00

**Date Due:** February 01, 2024

*Fee Calculation: \$30 /ARU - Min. Fee = \$55 or Max. Fee = \$3,210 + 3% + Fractional Dollar*

Payment can be made online at: <https://vo.ras.dshs.state.tx.us>. If you are mailing payment in, credit cannot be given unless coupon and payment are returned together in color coded envelope provided. DO NOT combine fees for other notifications, accounts or programs. Make check/money order payable to: Department of State Health Services and mail to the lockbox address listed on the coupon below. *If original pink color coded envelope is not available, mail to: Cash Receipts Branch, MC 2003, Department of State Health Services, PO Box 149347, Austin, TX 78714.* If you have questions regarding this invoice please call the Notifications Group at: (512) 834-6747.

**DETACH AND MAIL WITH THE APPROPRIATE FEE  
Payment MUST be accompanied with Coupon and Envelope.**

**CUT ALONG THIS LINE**

Texas Department of State Health Services

**Notification #:** 2023006089  
**Budget/Fund/RTI:** ZZ111/178  
RTI317510  
**Amount:** \$57.00  
**Due:** February 01, 2024  
**Application #:** 164514

Billed: December 01, 2023

**HARRIS COUNTY ESD #1  
ACCOUNTS PAYABLE  
2800 ALDINE BENDER RD  
HOUSTON TX 77032**

**LOCKBOX - DSHS ASBESTOS/ DEMOLITION NOTIFICATION  
PO BOX 12190  
AUSTIN, TX 78711-2190**

*Please Do Not Write Below This Line. For Office Use Only*

0 0017 150010000164514000 00 00005700 4

# Asbestos Abatement/Demolition Notification Fees

## FAQ (Frequently Asked Questions)

### What is the purpose of the Asbestos Abatement/Demolition Notification and why did I receive an invoice?

The purpose of the Asbestos Abatement/Demolition Notification and associated fee is to enable the Department of State Health Services (the Department) to inspect the project for compliance with the state and federal asbestos regulations, which set minimum licensing and work practice standards that are needed to establish the means of control and minimization of public exposure to airborne asbestos fibers, a known carcinogen and dangerous health hazard.

The Department's Asbestos Abatement/Demolition Notification combines the requirements of the National Emission Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR), Title 25 of the Texas Administrative Code, Chapter 295, Subchapter C. These regulations require that notification be submitted before beginning renovation projects which include the disturbance of any asbestos-containing building material in a public building or the disturbance of the NESHAP threshold amount of asbestos-containing material in a facility. A notification is also required to be submitted before the demolition of a building or facility, even when no asbestos is present. The TAHPR, Section 295.61(j) establishes that the building owner is required to pay a notification fee that is based upon the amount of asbestos removed, with a minimum fee of \$55.00 and a maximum fee of \$32.10 and a 3% subscription fee per original notification. An invoice for the required fee is sent to the building owner at the end of the notified project. Invoices are generated 30-45 days after the project end date and mailed to the facility owner.

### Who pays for the invoice?

The facility owner is responsible for the payment of the required notification fee. The task may be delegated to an agent, but the facility owner is solely responsible for timely and sufficient payment. Failure to pay the fee by the due date will result in the matter being referred to the Enforcement Unit for collection of the fee amount and assessment of an administrative penalty for noncompliance with the Texas Asbestos Health Protection Rules. For more information on the basis for Asbestos Notification fees go to <http://www.dshs.state.tx.us/asbestos/rules.shtm> to access the Texas Asbestos Health Protection Rules 295.61(j).

### What are the payment options?

There are 2 options to pay your invoice:

1. You may pay your invoice online at <https://www.dshs.state.tx.us> using the instructions below.
  - a. You will need to be registered as a user to access the online payment option.
  - b. Once you are logged in, you will select "Pay Notification Invoice" located at the bottom of the screen.
  - c. On the invoice search screen, enter **only** the notification number and click on "Search". This should bring up a screen with the notification information listed.
  - d. Click the select box and then select your payment type (Credit Card or ACH) then you may enter your payment information.
2. If you do not want to pay your invoice online, payment can be made by check or money order made payable to: **Department of State Health Services** and mailed in the pink color coded envelope to the lockbox address listed on the coupon. If you **do not have** the pink color coded envelope, mail the payment to the following address:

Cash Receipts Branch, MC 2003  
Department of State Health Services  
PO Box 149347  
Austin, TX 78714-9347





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: PSI23003467  
 Invoice Date: 11/27/2023

HARRIS COUNTY ESD 1  
 ANN HARRIS BENNETT  
 1001 PRESTON ST  
 HOUSTON, TX 77002-1817

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

Due Date 12/31/2023  
 Terms DUE LAST BUSINESS DAY OF QTR

Customer ID 671

| Item/Description           | Unit | Order Qty | Quantity | Unit Price | Total Price |
|----------------------------|------|-----------|----------|------------|-------------|
| Qtr 1 QUARTERLY ASSESSMENT |      | 1         | 1        | 49,052.00  | 49,052.00   |

**Subtotal: 49,052.00**  
 Invoice Discount: 0.00  
 Tax: 0.00  


---

**Total: 49,052.00**

**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

**HARRIS COUNTY WCID # 133  
20141 SCHIEL RD  
CYPRESS, TX 77433  
281-367-5511**

11/29/2023  
Jeremy Hyde  
2800 Aldine Bender  
Houston TX 77032

**RE: Tap and Inspection Fees for EMS Station 93**

Listed below are the tap fees for the project located at 7710 Fallbrook Dr in Harris County WCID #133:

|                                            |                     |
|--------------------------------------------|---------------------|
| Domestic Deposit                           | \$ 50.00            |
| 2" Domestic Tap and Standard Meter (short) | \$ 2,750.00         |
| 12" x 8" Fire Line TS&V                    | \$ 7,400.00         |
| Deep Excavation                            | \$ 3,600.00         |
| Trench Safety                              | \$ 1,200.00         |
| Hydro-excavation                           | \$ 3,100.00         |
| Pre/Post Lot Inspection:                   | \$ 60.00            |
| Sewer Tap Inspection                       | \$ 50.00            |
| Customer Service Inspection                | \$ 100.00           |
| Grease Trap & Sample Well (2)              | \$ 200.00           |
| Restoration                                | \$ 2,227.00         |
| Traffic Control                            | \$ 6,000.00         |
| Plan Review                                | \$ 300.00           |
| Quote Fee                                  | \$ 100.00           |
| <b>Total:</b>                              | <b>\$ 27,137.00</b> |

The account deposit will be refunded when this account is terminated or transferred to another entity.

This quote does not include any Backflow Prevention Devices. An RPZA Backflow device will need to be installed for each meter by the owner. Prior to water service being provided to the facility, please provide the backflow certification documents for each of these devices.

**The customer is responsible for TX Dot permits, if required, please provide a copy before work begins.**

You are required to schedule the customer service inspection for this commercial property by emailing [commercialservices@municipalops.com](mailto:commercialservices@municipalops.com)

We can only hold the prices in this quote for 60 days from the date of the proposal. If there are any changes to the original plans after the tap quote has been provided, additional fees may be required.

Please make check payable to **Harris County WCID # 133** and deliver to 20141 Schiel Rd, Cypress TX 77433.

Should you have any additional questions or concerns regarding this tap quote, please email us at [commercialservices@municipalops.com](mailto:commercialservices@municipalops.com).

Thank you,

Jody Salinas

# Expense Report



**Employee**

Name: Virginia Bazan  
 SSN: 456-51-9761  
 Dept: 2023 Commissioner Fees of Office

Emp #:  
 Position:  
 Manager:

**Pay Period**

From 7-26-23  
 To 12-14-23

| Date                                                                                                  | Account | Description                       | Lodging | Transport | Fuel | Meals | Phone | Other  | TOTAL                    |  |
|-------------------------------------------------------------------------------------------------------|---------|-----------------------------------|---------|-----------|------|-------|-------|--------|--------------------------|--|
| 7/26/2023                                                                                             |         | Review Board Mtg Dogc             |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 7/27/2023                                                                                             |         | Board Meeting                     |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 8/3/2023                                                                                              |         | Special Meeting Review            |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 8/21/2023                                                                                             |         | Review Board Draft Docs           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 8/22/2023                                                                                             |         | Meeting Prep Documents (email)    |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 8/25/2023                                                                                             |         | Mtg w/ Director of HCEC           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 9/21/2023                                                                                             |         | Board Meeting Prep                |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 9/25/2023                                                                                             |         | Mtg w/ Director of HCEC           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 9/26/2023                                                                                             |         | Board Meeting                     |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 10/17/2023                                                                                            |         | Board Meeting Prep                |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 10/23/2023                                                                                            |         | Mtg w/ Director of HCEC           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 11/20/2023                                                                                            |         | Meeting Prep Documents (email)    |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 11/27/2023                                                                                            |         | Mtg w/ Director of HCEC           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 11/28/2023                                                                                            |         | Board Meeting                     |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 12/10/2023                                                                                            |         | Review Board Docs                 |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 12/13/2023                                                                                            |         | Mtg w/ Director of HCEC           |         |           |      |       |       | 150.00 | \$ 150.00                |  |
| 12/14/2023                                                                                            |         | 12/14 Meeting w/ Director of HCEC |         |           |      |       |       | 150.00 | \$ 150.00                |  |
|                                                                                                       |         | 12/15 Regular Board Meeting       |         |           |      |       |       | 300.00 | \$ 300.00                |  |
| Employee Signature:  |         |                                   |         |           |      |       |       |        |                          |  |
| Approved by:         |         |                                   | Notes:  |           |      |       |       |        | Sub Total \$ 2,700.00    |  |
|                                                                                                       |         |                                   | (date)  |           |      |       |       |        | Advances                 |  |
|                                                                                                       |         |                                   |         |           |      |       |       |        | <b>TOTAL \$ 2,700.00</b> |  |

Reimbursement

Office Use Only

# Expense Report

**Employee**

Name: Pete M. Serna  
 SSN: 585-13-6880  
 Dept: ?

Emp #: ?  
 Position: Commissioner  
 Manager: ?

**Pay Period**

From 1/1/2023  
 To 11/28/2023

| Date                                     | Account | Description                | Lodging | Transport | Fuel | Meals | Phone | Other       | TOTAL                      |
|------------------------------------------|---------|----------------------------|---------|-----------|------|-------|-------|-------------|----------------------------|
| 1/5/2023                                 |         | Building Committee Meeting | \$ -    |           |      |       |       | \$250.00    | \$ 250.00                  |
| 1/12/2023                                |         | Building Committee Meeting |         |           |      |       |       | \$250.00    | \$ 250.00                  |
| 1/31/2023                                |         | Board Meeting              |         |           |      |       |       | \$250.00    | \$ 250.00                  |
| 2/28/2023                                |         | Board Meeting              |         |           |      |       |       | \$250.00    | \$ 250.00                  |
| 3/2/2023                                 |         | Special Board meeting      |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 3/28/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 4/20/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 5/31/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 6/20/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 7/27/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 8/29/2023                                |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 9/19/2023                                |         | Budget Meeting             |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 10/24/2023                               |         | Voters Meeting             |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 10/24/2023                               |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
| 11/28/2023                               |         | Board Meeting              |         |           |      |       |       | \$ 250.00   | \$ 250.00                  |
|                                          |         |                            |         |           |      |       |       | \$ 3,750.00 | \$ 3,750.00                |
| Employee Signature: <i>Pete M. Serna</i> |         |                            |         |           |      |       |       |             | Sub Total \$ 3,750.00      |
| Approved by: _____ (date)                |         |                            |         |           |      |       |       |             | Advances TOTAL \$ 3,750.00 |

Reimbursement



**COMMISSIONER'S REIMBURSEMENT EXPENSE REPORT**

District: **Harris County Emergency Services District No. 1**      Tuesday December 12, 2023

| Name: Shirley P. Reed |                                  |                      |                 |              |                 |       |       |       |      | 0.00   |  |
|-----------------------|----------------------------------|----------------------|-----------------|--------------|-----------------|-------|-------|-------|------|--------|--|
|                       |                                  | Mileage Rate<br>0.50 |                 |              |                 |       |       |       |      |        |  |
|                       |                                  |                      |                 |              |                 |       |       |       |      |        |  |
| Dates                 | Fee of Office Due Description    | Airfare              | Lodging (Hotel) | Miles Driven | Mileage Expense | Meals | Phone | Other | Memo | Totals |  |
| 08/22/23              | Draft Board Documents            |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 8/29/23               | ESD Meeting                      |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 09/21/23              | ESD Board Doc                    |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 09/25/23              | Board Documents                  |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 09/26/23              | Board Meeting                    |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 09/27/23              | ACH Payment                      |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 10/05/23              | HCEC Newsletter                  |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 10/17/23              | DRAFT Agenda                     |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 10/24/23              | Board Meeting                    |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 10/26/23              | TIB Notice                       |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/03/23              | HCEC Happenings                  |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/20/23              | ESD Draft Agenda                 |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/23/23              | Happy Thanksgiving               |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/27/23              | ESD Board Documents              |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/28/23              | Board Meeting                    |                      |                 |              |                 |       |       |       |      | 150.00 |  |
| 11/29/23              | Studying Sites and Clarification |                      |                 |              |                 |       |       |       |      | 150.00 |  |
|                       | <b>Subtotals</b>                 |                      | 0               |              | 0               | 0     | 0     | 0     | 0    | \$2400 |  |

|  |                               |  |
|--|-------------------------------|--|
|  | Miscellaneous Expense         |  |
|  | Subtotal of Expenses:         |  |
|  | Number of Days of Commission: |  |
|  | Commissioner's Fees           |  |
|  | Less Cash Advance:            |  |
|  |                               |  |
|  |                               |  |

The Morton Accounting Services

450 N. Sam Houston Pkwy E, Ste 106  
Houston, Texas 77060  
(281) 416-8471 FAX (855) 331-3080  
Email: info@spaag.themortonservices.com

I certify that I incurred these expenses on District Business.

Signature

*Stanley P. Reed*





# Invoice

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 11/30/2023 | 2510      |

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

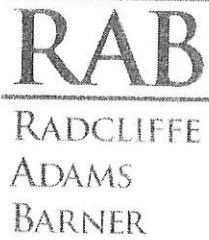
|        |            |
|--------|------------|
| Terms  | Due Date   |
| Net 30 | 12/30/2023 |

| Served     | Description                                                                                                                                                                                                                 | Time   | Rate     | Amount   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|----------|
| 11/30/2023 | November CPA Services                                                                                                                                                                                                       |        | 2,750.00 | 2,750.00 |
| 11/30/2023 | Additional Hours (Fixed asset management, meeting with board members for ACH approval for Prosperity, coordinating with bank to release collateral, analyze balances for collateral, discussions with Federal bank reserve) | 8.5703 | 140.00   | 1,199.84 |
| 11/30/2023 | Copies                                                                                                                                                                                                                      | 14     | 0.35     | 4.90     |

Please Remit Payment to:  
The Morton Accounting Service  
410 Pierce Street Suite 230  
Houston, TX 77002

or via the Intuit payment link in the email.

|                         |            |
|-------------------------|------------|
| <b>Total</b>            | \$3,954.74 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$3,954.74 |



2929 Allen Parkway  
Suite 3450  
Houston, Texas 77019-7120  
713.237.1221  
rabfirm.com

December 15, 2023

[radams@rabfirm.com](mailto:radams@rabfirm.com)

Board of Commissioners  
Harris County Emergency Services District No. 1  
Harris County, Texas

Re: Amendment to Agreement for the Provision of Special Counsel Services (the "Engagement") by Radcliffe Adams Barner PLLC ("RAB" or the "Firm") to Harris County Emergency Services District No. 1 (the "District")

Dear Commissioners:

Thank you for continuing to allow Radcliffe Adams Barner PLLC, formerly known as Radcliffe Bobbitt Adams Polley PLLC, to serve as legal counsel for Harris County Emergency Services District No. 1. Pursuant to our fee agreement, we have reviewed our fees and feel it is necessary to increase our rates in order to meet increases in rent and operating expenses, including modest salary increases for our associates and staff in order to be competitive in our markets.

Effective January 1, 2024, we will bill for providing special counsel services in connection with election-related and litigation matters, at the rates found in Exhibit "A". RAB's last fee increase was on August 23, 2019.

With regard to those attorneys and staff handling most of the District's work, Ms. Adams' rate per hour will increase from \$275 to \$340\*, Mr. Smith's rate per hour will increase from \$300 to \$340, Mr. Barner's rate per hour will increase from \$190 to \$310\*, Ms. King's rate per hour will be \$250 and Ms. Rodriguez's rate per hour will increase from \$120 to \$150. Other staff members who may work for time to time on the District's file, will bill at their then-current rates.

Further, RAB acknowledges and agrees that the following verifications are material terms of, and material consideration for, the Agreement and that District is expressly relying on these verifications in agreeing to enter the Agreement with RAB.

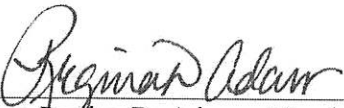
- a. **Prohibition on Boycotting Israel.** As required by Section 2271.002, Texas Government Code, RAB hereby verifies that RAB does not boycott Israel and will not boycott Israel during the term of the Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\*fees have not changed since initial engagement

- b. Terrorism Verification.** Pursuant to Chapter 2252, Texas Government Code, RAB hereby represents and warrants that at the time of entering into the Agreement and during the term of the Agreement, neither RAB, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of RAB: (i) is a company listed by the Texas Comptroller under Section 2252.153, Texas Government Code, or (ii) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807, Texas Government Code, or Subchapter F of Chapter 2252, Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151, Texas Government Code.
- c. Prohibition on Boycotting Energy Companies.** As required by Section 2274.002, Texas Government Code, RAB hereby verifies that RAB does not boycott any energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this verification, "boycott energy company" is defined in Section 809.001, Texas Government Code, as an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or does business with a company described above.
- d. Prohibition on Discrimination of Firearm Entity or Firearm Trade Association.** As required by Section 2274.002, Texas Government Code, RAB hereby verifies that RAB does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this verification, "discriminate against a firearm or firearm trade association" is defined in Section 2274.001, Texas Government Code, as refusing to engage in trade of any goods or services with an entity or association based solely on its status as a firearm entity or firearm trade association, refraining from continuing existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, or terminating an existing business relationship with an entity or association based solely on its status as a firearm entity or firearm trade association.
- e. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure.** As required by Section 2274.0102, Texas Government Code, RAB hereby represents and warrants that at the time of entering into the Agreement and during the term of the Agreement, neither RAB, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of RAB: (i) is owned by or the majority of stock or other ownership interest of the company (a) who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) is headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this verification, "designated country" is defined as a country designated by the Texas governor as a threat to critical infrastructure as defined under Section 2274.0103, Texas Government Code.


Respectfully submitted,

**RADCLIFFE ADAMS BARNER PLLC**

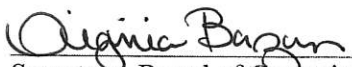
By:   
Regina D. Adams, Member

AGREED TO, ACCEPTED, AND APPROVED effective this the 15<sup>th</sup> day of December, 2023.

**HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

By:   
President, Board of Commissioners

ATTEST:

  
Secretary, Board of Commissioners

APPROVED  
Harris County ESD #1  
Board of Commissioners

**DEC 15 2023**

President: 

Secretary: 

**EXHIBIT "A"**

**RADCLIFFE ADAMS BARNER PLLC**

**2024 BILLING RATES**

**Attorneys**

|                   |       |
|-------------------|-------|
| Ross J. Radcliffe | \$475 |
| Regina D. Adams   | \$340 |
| Elliot M. Barner  | \$310 |
| Campbell Colyer   | \$250 |
| Meredith C. King  | \$250 |
| J. Mark Smith     | \$340 |

**Paralegals**

|                      |       |
|----------------------|-------|
| Kathryn A. Cain      | \$235 |
| Carla A. Christensen | \$235 |
| Toni M. Catchings    | \$235 |

**Legal Assistants**

|                      |       |
|----------------------|-------|
| Jessica M. Estrada   | \$200 |
| Raechel D. Rodriguez | \$150 |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Radcliffe Adams Barner PLLC  
Houston, TX United States

Certificate Number:  
2023-1104202

Date Filed:  
12/13/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Harris County Emergency Services District No. 01

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
12152023  
Attorney Fee Agreement for Special Counsel Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Radcliffe, Ross J.       | Houston, TX United States                | X                                     |              |
|   | Adams, Regina D.         | Houston, TX United States                | X                                     |              |
|   | Barner, Elliot M.        | Houston, TX United States                | X                                     |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.

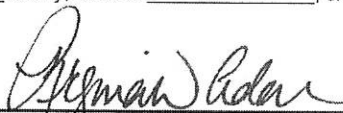
### 6 UNSWORN DECLARATION

My name is Regina D. Adams, and my date of birth is 10/09/1976.

My address is 2929 Allen Parkway, Suite 3450, Houston, TX, 77019, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13th day of December, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# Customer Quote



12/8/2023 1:04:14 PM

**Estimate No:** Q3793-0001  
**Quote Date:** 12/8/2023  
**Expiration Date:** 1/26/2024  
**Salesperson:** LL  
**Payment Terms:** Net 30

**Invoice To:** 10433  
 Harris County Emergency Corps ESD #1  
 2800 Aldine Bender Road, Ste. A  
 Houston TX 77032  
 US

**Deliver To:**  
 Harris County Emergency Corps ESD #1  
 2800 Aldine Bender Road, Ste. A  
 Houston TX 77032  
 US  
 Phone:(281) 793-8793

| No. | Item                                               | Qty  | U/M: |    | Unit Price |    | Net Amount |
|-----|----------------------------------------------------|------|------|----|------------|----|------------|
| 1   | MODULE<br>Type I 12' Module                        | 2.00 | EA   | \$ | 190,600.00 | \$ | 381,200.00 |
| 2   | CHASSIS<br>2024 RAM 3500 Diesel cp                 | 2.00 | EA   | \$ | 0.00       | \$ | 0.00       |
| 3   | DELIVERY<br>Customer Pick Up - FOB Frazer          | 2.00 | M    | \$ | 0.00       | \$ | 0.00       |
| 4   | SpecDoc<br>Configurable item to create the SpecDoc | 1.00 | EA   | \$ | 0.00       | \$ | 0.00       |

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :*

# Customer Quote



12/8/2023 1:04:14 PM

Estimate No: Q3793-0001  
 Quote Date: 12/8/2023  
 Expiration Date: 1/26/2024  
 Salesperson: LL  
 Payment Terms: Net 30

| No. | Item | Qty | U/M: | Unit Price | Net Amount |
|-----|------|-----|------|------------|------------|
|-----|------|-----|------|------------|------------|

Remit To:

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

Sale Amount: 381,200.00  
 Order Disc( 0.0000%): 0.00  
 Surcharge: N/A  
 Sales Tax: 0.00  
 Misc Charges: 0.00  
 Total Amount: 381,200.00

APPROVED  
 Harris County ESD #1  
 Board of Commissioners

DEC 15 2023

President: 

Secretary: 

*Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.*





Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q3793-0001 for Harris County Emergency Corps ESD #1

|                  |                   |
|------------------|-------------------|
| Base Module      | \$ 123,650.00     |
| Chassis Exterior | \$ 22,725.00      |
| Module Exterior  | \$ 26,575.00      |
| Chassis Interior | \$ 7,000.00       |
| Module Interior  | \$ 10,650.00      |
| <b>Total \$</b>  | <b>190,600.00</b> |

**Items included in above totals:**

- 1. Type I 12' Module \$ incl
- 2. This is a CAAS GVS v3.0 Unit \$ incl

**Chassis Exterior:**

- 3. Customer Provided Chassis processing fee \$ 650.00
- 4. Heat Shielding for Diesel Chassis \$ 2,025.00
- 5. Chassis Paint Layout: Keep Factory Paint Color - Black \$ incl
- 6. Chassis : 2024 RAM 3500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, PX8 - Black Clear Coat \$ incl
- 7. Suspension: LiquidSpring \$ 15,550.00
- 8. Wheel type: Stainless steel covers \$ incl
- 9. Road Force Elite tire and wheel balancing \$ incl
- 10. Chassis Steps: Nerf Bars - Black \$ 625.00
- 11. Grille Guard: Full Replacement Bumper \$ 1,750.00
- 12. 10" and 12" Air Horns \$ 1,450.00
- 13. Compressor Type: Standard \$ 850.00
- 14. Air Horn Switching Options: Momentary \$ 125.00
- 15. Passenger's side Grille Light: Whelen M4 Blue Light \$ incl
- 16. Driver's side Grille Light: Whelen M4 Blue Light \$ incl
- 17. Passenger's side Intersect Light: Whelen M4 Clear Light \$ incl
- 18. Driver's side Intersect Light: Whelen M4 Clear Light \$ incl
- 19. UNOC #1746 - Furnish and install single 10" air horn below P/S of replacement bumper, in lieu of 10" and 12" air horns \$ -300.00

**Chassis Exterior Subtotal \$ 22,725.00**

**Module Exterior:**

- 20. Power Source: MEPS \$ 18,950.00



Defining the future of Mobile Healthcare.™

|                                                                                                                                                                                                                                             |    |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| 21. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and Frazer White (Frazer White)                                                                                                                                                | \$ | 4,000.00   |
| 22. Roof Color: Frazer Black (FLNA 4123)                                                                                                                                                                                                    | \$ | incl       |
| 23. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Black - Translucent Overlay alternating with Silver - Non-reflective Overlay                                                                                           | \$ | 2,025.00   |
| 24. Body Drop on the Passenger's Side Forward of Rear Wheels                                                                                                                                                                                | \$ | incl       |
| 25. Shore Power: Single 30 Amp auto eject w/ White cover on Driver's Side Wall                                                                                                                                                              | \$ | 625.00     |
| 26. Pigtail/Plug Option: Pigtail                                                                                                                                                                                                            | \$ | incl       |
| 27. Coax 1: Run coax from location 1 to Chassis terminated to VHF radio antenna                                                                                                                                                             | \$ | incl       |
| 28. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS/WiFi multiband antenna                                                                                                                                     | \$ | incl       |
| 29. Coax 3: Run coax from location 3 to Chassis                                                                                                                                                                                             | \$ | incl       |
| 30. Coax 4: Run coax from location 4 to Chassis terminated to 800 mHz radio antenna                                                                                                                                                         | \$ | incl       |
| 31. UNOC #958 - Furnish and install (2) push button style door lock switches, one on top of the other, on P/S wheel well cladding; top button UNLOCKS and bottom button LOCKS                                                               | \$ | 325.00     |
| 32. UNOC #793 - Furnish and install Black cover for 30A auto-eject shore power receptacle                                                                                                                                                   | \$ | 250.00     |
| 33. UNOC #1747 - Install customer provided MEPS ACU in compartment over wheel well and control panel in electrical compartment; run main harness to underside of chassis on D/S; customer will install bracket and generator after delivery | \$ | -17,500.00 |
| 34. UNOC #923 - Install customer provided antennas:<br>- (1) VHF antenna at location indicated for Coax 1<br>- (1) GPS/WiFi multiband antenna at location indicated for Coax 2<br>- (1) 800MHz antenna at location indicated for Coax 4     | \$ | 475.00     |
| 35. Front Wall Light Layout: Lower 5 Lights                                                                                                                                                                                                 | \$ | incl       |
| 36. Front Wall Light #1: Whelen M6 Red Light                                                                                                                                                                                                | \$ | incl       |
| 37. Front Wall Light #2: Whelen M6 Blue Light                                                                                                                                                                                               | \$ | incl       |
| 38. Front Wall Light #3: Whelen M6 Clear Light                                                                                                                                                                                              | \$ | incl       |
| 39. Front Wall Light #4: Whelen M6 Blue Light                                                                                                                                                                                               | \$ | incl       |
| 40. Front Wall Light #5: Whelen M6 Red Light                                                                                                                                                                                                | \$ | incl       |
| 41. Front Wall Driver Side Box Light: Whelen M6 Red Light                                                                                                                                                                                   | \$ | incl       |
| 42. Front Wall Passenger Box Light: Whelen M6 Red Light                                                                                                                                                                                     | \$ | incl       |
| 43. Driver Wall Front Box Light: Whelen M6 Red Light                                                                                                                                                                                        | \$ | incl       |
| 44. Driver Wall Rear Box Light: Whelen M6 Red Light                                                                                                                                                                                         | \$ | incl       |
| 45. Driver Wheel Well Light: Whelen M6 Red Light                                                                                                                                                                                            | \$ | incl       |



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|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 46. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed)                                                                                                                                                                                                                                                                                                                                                                                 | \$ | 3,750.00 |
| 47. O2 Compartment Style: Laydown O2 with Adjustable Shelf                                                                                                                                                                                                                                                                                                                                                                                           | \$ | incl     |
| 48. O2 Rollers for an H Cylinder                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ | incl     |
| 49. O2 Cylinder Changing Wrench                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ | 125.00   |
| 50. O2 Regulator - Ship Loose                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ | 250.00   |
| 51. Electrical Compartment Style: Standard Electrical Compartment                                                                                                                                                                                                                                                                                                                                                                                    | \$ | incl     |
| 52. Lower Storage Style: Standard Lower Storage                                                                                                                                                                                                                                                                                                                                                                                                      | \$ | incl     |
| 53. Standard Compartment Above Wheel Well                                                                                                                                                                                                                                                                                                                                                                                                            | \$ | incl     |
| 54. Compartment Above Wheel Well with No I/O Access                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | incl     |
| 55. Dometic Self-Contained A/C with Exhaust Fan                                                                                                                                                                                                                                                                                                                                                                                                      | \$ | incl     |
| 56. Rear Storage Compartment Style: Rear Storage with Adjustable Shelf                                                                                                                                                                                                                                                                                                                                                                               | \$ | incl     |
| 57. UNOC #1748 - Furnish and install Pioneer Plus dual panel Super LED floodlights in lieu of flood/spot scene lights                                                                                                                                                                                                                                                                                                                                | \$ | incl     |
| 58. UNOC #1749 - Furnish and install roll-up door in lieu of standard rear storage compartment door; skin must be flush with tubing on cut-out for the compartment; no vents into the compartment; single shelf (see E-2855)                                                                                                                                                                                                                         | \$ | 2,025.00 |
| 59. UNOC #1750 - Move ground stud in electrical compartment to the rear position                                                                                                                                                                                                                                                                                                                                                                     | \$ | incl     |
| 60. UNOC #827 - Furnish and install (3) venting fans for equipment:<br>- (2) fans in the electrical compartment<br>- (1) fan in the above wheel well compartment<br>- Wired failsafe hot                                                                                                                                                                                                                                                             | \$ | 1,725.00 |
| 61. UNOC #1751 - Furnish and install 2-high D cylinder holder in area below front I/O compartment                                                                                                                                                                                                                                                                                                                                                    | \$ | 225.00   |
| 62. UNOC #1752 - Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for H cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (up to shelf level on inside) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator | \$ | 7,000.00 |
| 63. Module Window Option: Sliding Window                                                                                                                                                                                                                                                                                                                                                                                                             | \$ | incl     |
| 64. Upper Rear Wall Light Layout: 3 Across                                                                                                                                                                                                                                                                                                                                                                                                           | \$ | incl     |
| 65. Upper Light #1: Whelen M6 Load Light                                                                                                                                                                                                                                                                                                                                                                                                             | \$ | incl     |
| 66. Upper Light #2: Whelen M6 Amber Light                                                                                                                                                                                                                                                                                                                                                                                                            | \$ | incl     |
| 67. Upper Light #3: Whelen M6 Load Light                                                                                                                                                                                                                                                                                                                                                                                                             | \$ | incl     |
| 68. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light                                                                                                                                                                                                                                                                                                                                                                                              | \$ | incl     |
| 69. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light                                                                                                                                                                                                                                                                                                                                                                                              | \$ | incl     |



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|                                                                                                                                                                            |    |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|
| 70. Lower Light #3: Whelen M6 Blue Light                                                                                                                                   | \$ | incl         |
| 71. Lower Light #4: Whelen M6 Blue Light                                                                                                                                   | \$ | incl         |
| 72. Rear Wall Driver Box Light: Whelen M6 Red Light                                                                                                                        | \$ | incl         |
| 73. Rear Wall Passenger Box Light: Whelen M6 Red Light                                                                                                                     | \$ | incl         |
| 74. Rear Backboard Options: No Shelf                                                                                                                                       | \$ | incl         |
| 75. Lower BTTs: 2 Grote Lights on each side                                                                                                                                | \$ | incl         |
| 76. Rear Bumper                                                                                                                                                            | \$ | incl         |
| 77. Door Grabbers                                                                                                                                                          | \$ | incl         |
| 78. License Plate Light                                                                                                                                                    | \$ | incl         |
| 79. Passenger Wall Front Box Light: Whelen M6 Red Light                                                                                                                    | \$ | incl         |
| 80. Passenger Wall Rear Box Light: Whelen M6 Red Light                                                                                                                     | \$ | incl         |
| 81. Passenger Wheel Well Light: Whelen M6 Red Light                                                                                                                        | \$ | incl         |
| 82. Passenger Scene Light Activated with Side Entry Door                                                                                                                   | \$ | 425.00       |
| 83. Interior Step Option: Double Step Well                                                                                                                                 | \$ | incl         |
| 84. Passenger Rear Compartment Style: Passenger Side Storage Compartment                                                                                                   | \$ | incl         |
| 85. Door Locks on Entry Doors and Front I/O                                                                                                                                | \$ | 1,900.00     |
|                                                                                                                                                                            |    | \$ 26,575.00 |
| <b>Module Exterior Subtotal \$ 26,575.00</b>                                                                                                                               |    |              |
| <b>Chassis Interior:</b>                                                                                                                                                   |    |              |
| 86. Siren Speakers: Whelen SA 315 Speakers                                                                                                                                 | \$ | incl         |
| 87. Tap-2 on Primary Siren                                                                                                                                                 | \$ | incl         |
| 88. Siren Option: Whelen C9 Siren in Electrical Compartment                                                                                                                | \$ | 300.00       |
| 89. Mic 1 shipped loose                                                                                                                                                    | \$ | incl         |
| 90. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub                                                                                                        | \$ | incl         |
| 91. Slot 1: Extended MDT plate - no swivel, no fuel gauge                                                                                                                  | \$ | 125.00       |
| 92. Slot 2: Single Slot Switch Panel                                                                                                                                       | \$ | incl         |
| 93. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398                                                                                                           | \$ | incl         |
| 94. Slot 4: Single Blank                                                                                                                                                   | \$ | incl         |
| 95. Console Switch Layout : Primary - Secondary - Air Horn - Siren 1 - Side Scene<br>(Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank | \$ | incl         |
| 96. New Armrest                                                                                                                                                            | \$ | 300.00       |
| 97. Console Layout: 4-Slot Console                                                                                                                                         | \$ | incl         |
| 98. Rear of Console: Double Mapholder                                                                                                                                      | \$ | 500.00       |



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|                                                                                                                                                                                                                                                 |    |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 99. Chassis Rear Wall: 3 High Glove Box Holder                                                                                                                                                                                                  | \$ | 300.00   |
| 100. Map Light: Light on passenger side                                                                                                                                                                                                         | \$ | 300.00   |
| 101. UNOC #1743 - Furnish and install Item 14586, bent to 45-degree angle to put Safety Vision monitor closer to the windshield                                                                                                                 | \$ | 175.00   |
| 102. UNOC #1744 - Dip switch #1 on C9 siren in electrical compartment to be set in the ON position                                                                                                                                              | \$ | incl     |
| 103. UNOC #1745 - Furnish and install Safety Vision 6-camera system, including the following components:<br>- 4112-HVR (recorder)<br>- 1TB hard drive<br>- 128GB SD card (mirror recording)<br>- UPS battery backup<br>- 7" touchscreen monitor | \$ | 5,000.00 |

Camera locations:

1. Interior travel path; mounted to P/S of mirror location
2. Interior cab, facing crew; mounted to the P/S A-pillar
3. Interior patient compartment; mounted on P/S rear ceiling, forward-facing
4. and 5. Exterior D/S and P/S; below rear box lights, forward-facing and angled down enough to get full view of adjacent traffic
6. Exterior rear wall; rear-facing

**Chassis Interior Subtotal \$ 7,000.00**

**Module Interior:**

|                                                                                                                                               |    |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----|--------|
| 104. Protek Cushions                                                                                                                          | \$ | incl   |
| 105. Cobalt Blue Interior                                                                                                                     | \$ | incl   |
| 106. Stainless Steel Countertops                                                                                                              | \$ | incl   |
| 107. Stainless Steel Grab Rails                                                                                                               | \$ | incl   |
| 108. Front I/O with Lexan Doors                                                                                                               | \$ | incl   |
| 109. Additional Shelf in the Front I/O                                                                                                        | \$ | 125.00 |
| 110. Quad Outlet in the Front I/O                                                                                                             | \$ | incl   |
| 111. Quad Outlet on the Front Wall                                                                                                            | \$ | incl   |
| 112. Netting at the Front Corner Area                                                                                                         | \$ | incl   |
| 113. Customer Provided Medvault                                                                                                               | \$ | 625.00 |
| 114. UNOC #1756 - 120VAC quad outlet in front I/O cabinet to be 24" above the floor                                                           | \$ | incl   |
| 115. UNOC #1753 - Install fire extinguisher with customer provided bracket on side of front I/O cabinet, toward the rear                      | \$ | 75.00  |
| 116. UNOC #1754 - Furnish and install vertical, dual D/E cylinder holder against D/S stainless on the floor; top of clamps 14" from the floor | \$ | 275.00 |



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|                                                                                                                                          |    |        |
|------------------------------------------------------------------------------------------------------------------------------------------|----|--------|
| 117. UNOC #1755 - Furnish and install stair chair storage on floor space of front I/O cabinet (see previous units)                       | \$ | 250.00 |
| 118. Location 1: 8 Switch panel                                                                                                          | \$ | incl   |
| 119. Location 2: Single O2 Outlet                                                                                                        | \$ | incl   |
| 120. Location 3: Dual USB receptacles                                                                                                    | \$ | 300.00 |
| 121. Location 4: Thermostat                                                                                                              | \$ | incl   |
| 122. Location 6: Blank                                                                                                                   | \$ | incl   |
| 123. Location 7: Blank                                                                                                                   | \$ | incl   |
| 124. Location 8: Quad 120 VAC                                                                                                            | \$ | incl   |
| 125. Location 9: Suction                                                                                                                 | \$ | incl   |
| 126. Door Lock Switch at Action Wall                                                                                                     | \$ | 175.00 |
| 127. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank; | \$ | incl   |
| 128. Sharps Container at Action Wall                                                                                                     | \$ | incl   |
| 129. Acrylic Holder at the Action Wall Cabinet                                                                                           | \$ | incl   |
| 130. New 6pt Harness at the CPR Seat                                                                                                     | \$ | 700.00 |
| 131. Acrylic Holder Aft CPR Seat                                                                                                         | \$ | incl   |
| 132. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;                                                        | \$ | incl   |
| 133. UNOC #292 - Single O2 outlet at action wall with quick disconnect 25LPM flow meter                                                  | \$ | 275.00 |
| 134. Two Seating Positions at the Squad Bench - 1 and 2                                                                                  | \$ | incl   |
| 135. Harness Type for Seat Position 1: New 6pt Harness                                                                                   | \$ | 700.00 |
| 136. Harness Type for Seat Position 2: New 6pt Harness                                                                                   | \$ | 700.00 |
| 137. Double Squad Bench Cabinet                                                                                                          | \$ | 850.00 |
| 138. Bolster Cabinet with Sharps Container Towards Aisle Side at the Head of the Squad Bench                                             | \$ | 500.00 |
| 139. Glovebox (no Handrail) at the Squad Bench                                                                                           | \$ | 375.00 |
| 140. O2 Outlet at the Squad Bench Wall                                                                                                   | \$ | incl   |
| 141. UNOC #292 - Single O2 outlet at squad bench wall with quick disconnect 25LPM flow meter                                             | \$ | 275.00 |
| 142. O2 Outlet in Ceiling Raceway                                                                                                        | \$ | 450.00 |
| 143. IV Hanger on Ceiling Raceway                                                                                                        | \$ | incl   |
| 144. Driver and Passenger Side Stainless Steel Ceiling Grab Rails for 12' Unit                                                           | \$ | 225.00 |
| 145. IV Hanger on Squad Bench Ceiling                                                                                                    | \$ | incl   |
| 146. Head knocker options: No Clocks or Speakers                                                                                         | \$ | incl   |



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|                                                                                             |           |                  |
|---------------------------------------------------------------------------------------------|-----------|------------------|
| 147. UNOC #292 - Single O2 outlet in ceiling raceway with quick disconnect 25LPM flow meter | \$        | 275.00           |
| 148. Stryker cot tower only ( no antler and bar )                                           | \$        | incl             |
| 149. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2                            | \$        | 2,225.00         |
| 150. Loncoin II Sapphire Floor                                                              | \$        | incl             |
| 151. Laydown O2 Cabinet                                                                     | \$        | incl             |
| 152. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness          | \$        | 950.00           |
| 153. Module Heater : New                                                                    | \$        | incl             |
| 154. Customer Provided Items Processing Fee                                                 | \$        | 325.00           |
| <b>Module Interior Subtotal</b>                                                             | <b>\$</b> | <b>10,650.00</b> |



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Email this quote along with your PO  
to Lauren Lambert at llambert@frazerbilt.com

**Remit To:**

Frazer, LTD  
7219 Rampart St.  
Houston, Texas 77081  
USA

**Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)





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any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

**PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING:** All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.



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Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

**Customer Initials:** \_\_\_\_\_

**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or



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modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Contract Estimate

Date: 10/31/2023

**Local Stryker Team**  
 Region: South  
 Service Tech: Bryan Gomez  
 Sales Rep: Matthew Hechler

**Account Information**  
 Name: IS COUNTY EMER SVCS DIST  
 Ship-To: 20021148  
 Bill-To: 20021148  
 Contact Email: Clumsden@hcec.com

| Line | Service Part      | Service Tier | PLT                                 | PM                                  | Batteries                           | Qty | Years | List          | Discount | Amount        |
|------|-------------------|--------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|-------|---------------|----------|---------------|
| 1.0  | POWERLOAD-PROCARE | POWER-LOAD   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 8   | 5     | \$ 90,920.00  | 10%      | \$ 81,828.00  |
| 2.0  | POWERLOAD-PROCARE | POWER-LOAD   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 4   | 3     | \$ 27,276.00  | 10%      | \$ 24,548.40  |
| 3.0  | POWERPRO-PROCARE  | POWERPRO     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 17  | 5     | \$ 135,915.00 | 10%      | \$ 122,323.50 |
| 4.0  |                   |              |                                     |                                     |                                     |     |       |               |          |               |
| 5.0  |                   |              |                                     |                                     |                                     |     |       |               |          |               |
| 6.0  |                   |              |                                     |                                     |                                     |     |       |               |          |               |
| 7.0  |                   |              |                                     |                                     |                                     |     |       |               |          |               |
| 8.0  |                   |              |                                     |                                     |                                     |     |       |               |          |               |

APPROVED  
 Harris County ESD #1  
 Board of Commissioners

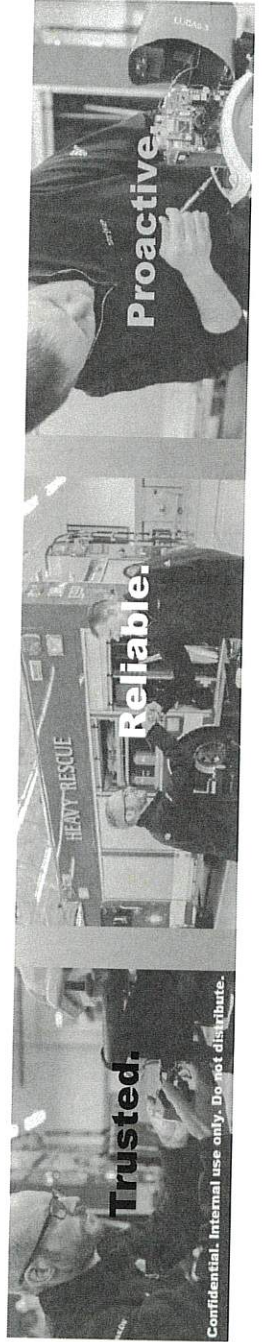
Payment Terms: Annually

|       |    |            |
|-------|----|------------|
| Total | \$ | 254,111.00 |
|       | \$ | 226,699.90 |
|       | \$ | 25,411.10  |

Comments: \*\*Estimate is not a guarantee of final, quoted price. Prices references for July-December 2023\*\*

President:   
 Secretary: 

Terms & Conditions



Confidential. Internal use only. Do not distribute.



## President's Report – HCEC

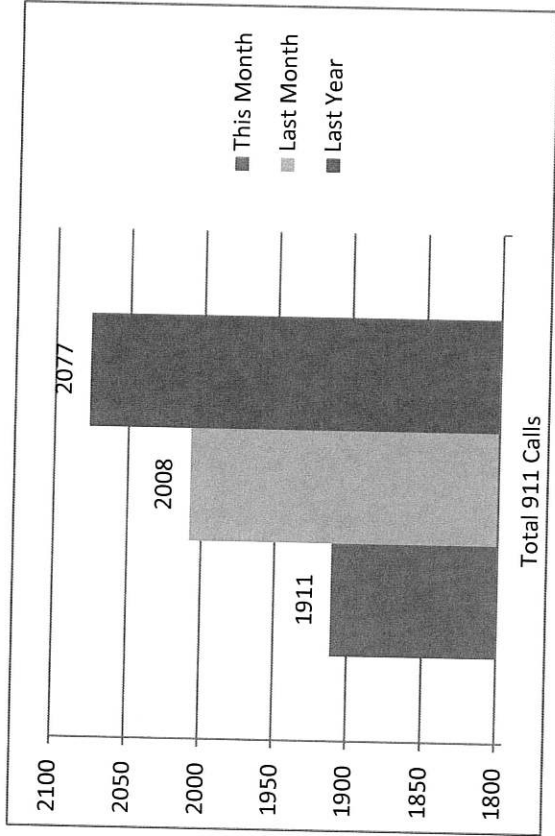
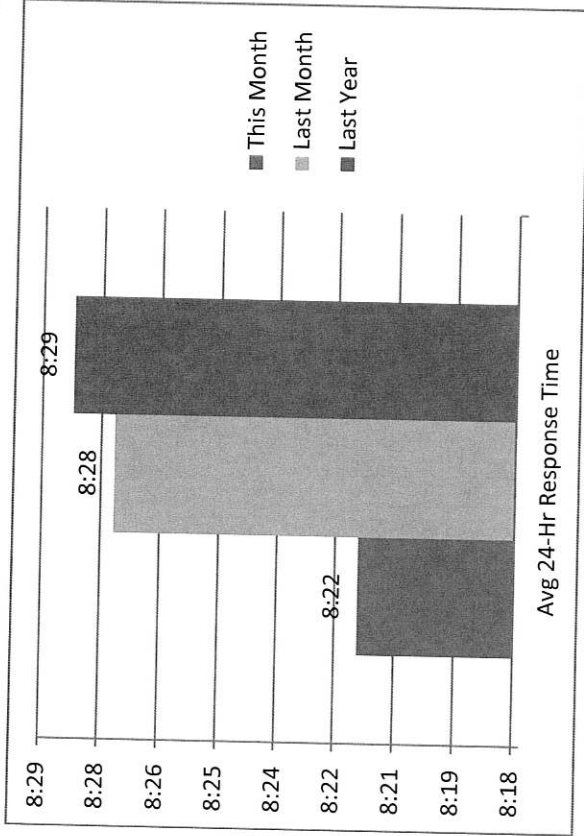
### December 2023 Meeting

- HCEC responded to 1911 911 calls this month, compared to 2008 in the previous month. Our response time is 8:22.
- HCEC held our Holiday Party on December 7 at Top Golf. Our staff had an excellent time.
- HCEC is holding the potluck and the Grandparents gift giveaway on December 15.
- HCEC awarded our dedicated staff \$600K in year end bonuses for 2023. They all wished to thank the ESD and the HCEC Board for their unwavering support.

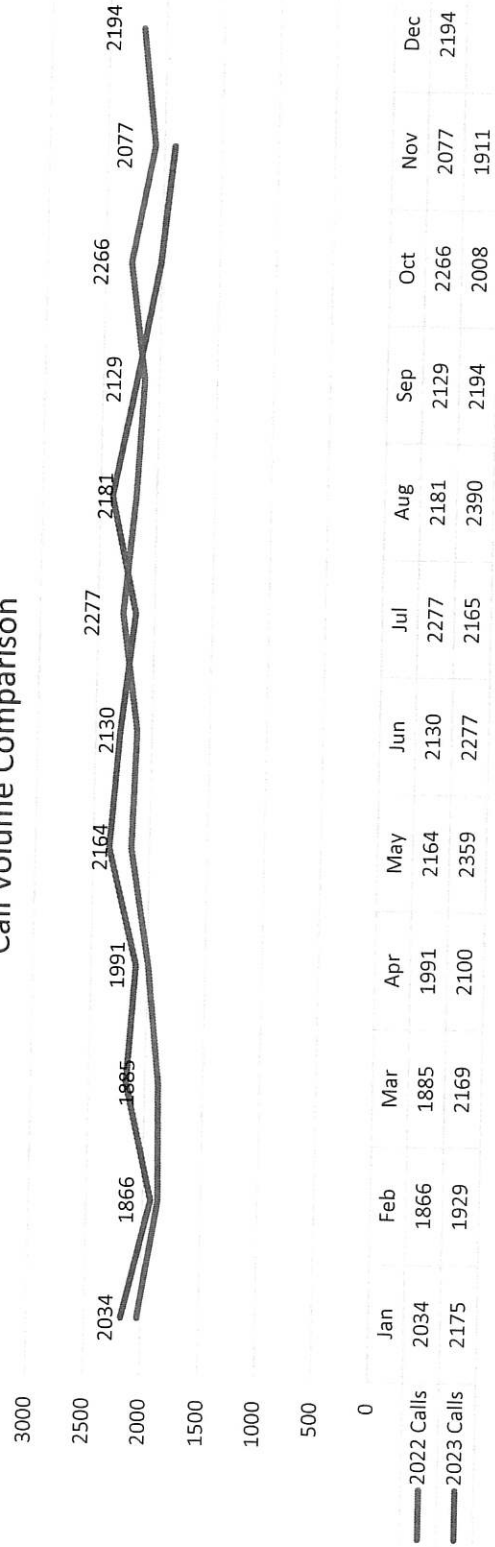
Vehicle Accidents last month: 0

Maintenance Requests last month: 23

# HCEC Activity November 2023



## Call Volume Comparison





# 911 STATISTICS REPORT FOR PERIOD 11-01-23 to 11-30-23

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Division 11 Harris County Emerg Corps

| INCIDENT TOTALS |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |              |       |
|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|-------|
| RESPONSE TYPE   | 01        | 02        | 03        | 04        | 05        | 06        | 07        | 08        | 09        | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30           | Total |
| ALS Response    | 56        | 41        | 55        | 57        | 55        | 53        | 47        | 62        | 43        | 66        | 44        | 43        | 49        | 51        | 54        | 41        | 59        | 50        | 65        | 48        | 16        | 50        | 69        | 47        | 48        | 47        | 50        | 52        | 57        | 1,522        |       |
| BLS Response    | 10        | 15        | 9         | 13        | 21        | 10        | 15        | 19        | 25        | 10        | 13        | 7         | 21        | 11        | 12        | 14        | 27        | 12        | 13        | 3         | 5         | 5         | 5         | 15        | 24        | 18        | 10        | 6         | 8         | 13           | 389   |
| <b>Totals</b>   | <b>66</b> | <b>56</b> | <b>64</b> | <b>70</b> | <b>76</b> | <b>63</b> | <b>62</b> | <b>81</b> | <b>68</b> | <b>76</b> | <b>57</b> | <b>50</b> | <b>70</b> | <b>62</b> | <b>66</b> | <b>55</b> | <b>86</b> | <b>62</b> | <b>78</b> | <b>51</b> | <b>21</b> | <b>55</b> | <b>74</b> | <b>62</b> | <b>72</b> | <b>65</b> | <b>57</b> | <b>60</b> | <b>70</b> | <b>1,911</b> |       |

\* Medic units that went enroute in district, NO mutual aid responses

| INCIDENT TOTALS BY SHIFT |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |              |       |
|--------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|-------|
| SHIFT                    | 01        | 02        | 03        | 04        | 05        | 06        | 07        | 08        | 09        | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30           | Total |
| A - Shift                | 54        | 6         | 56        | 16        |           |           |           |           | 63        | 8         | 43        | 12        |           |           |           |           | 75        | 13        | 63        | 8         |           |           |           |           |           | 60        | 5         | 48        | 4         |              | 534   |
| B - Shift                | 50        | 8         | 8         | 54        | 12        |           |           |           | 68        | 14        | 38        | 8         |           |           |           |           |           | 49        | 15        | 43        | 6         |           |           |           |           |           | 60        | 9         | 52        | 8            | 494   |
| C - Shift                | 12        |           |           |           | 64        | 16        | 49        | 12        |           |           |           |           |           | 62        | 6         | 54        | 6         |           |           |           |           | 15        | 9         | 61        | 8         |           |           |           | 52        | 5            | 419   |
| D - Shift                |           |           |           |           |           | 47        | 13        | 69        | 5         |           |           |           |           | 56        | 12        | 49        | 11        |           |           |           |           | 46        | 13        | 54        | 12        |           |           |           | 65        | 60           | 464   |
| <b>Totals</b>            | <b>66</b> | <b>56</b> | <b>64</b> | <b>70</b> | <b>76</b> | <b>63</b> | <b>62</b> | <b>81</b> | <b>68</b> | <b>76</b> | <b>57</b> | <b>50</b> | <b>70</b> | <b>62</b> | <b>66</b> | <b>55</b> | <b>86</b> | <b>62</b> | <b>78</b> | <b>51</b> | <b>21</b> | <b>55</b> | <b>74</b> | <b>62</b> | <b>72</b> | <b>65</b> | <b>57</b> | <b>60</b> | <b>70</b> | <b>1,911</b> |       |

\* Medic units that went enroute in district, NO mutual aid responses

| INCIDENT PRIORITY LEVEL SUMMARY |            |            |            |            |           |              |
|---------------------------------|------------|------------|------------|------------|-----------|--------------|
| RESPONSE TYPE                   | Alpha      | Bravo      | Charlie    | Delta      | Echo      | Total        |
| ALS Response                    | 157        | 226        | 349        | 566        | 41        | 1,522        |
| BLS Response                    | 216        | 23         |            | 2          | 148       | 389          |
| <b>Totals</b>                   | <b>373</b> | <b>249</b> | <b>349</b> | <b>568</b> | <b>41</b> | <b>1,911</b> |

\* Medic units that went enroute in district, NO mutual aid responses

| LEVEL OF SERVICE STATUS CHANGES BY DAY |          |          |          |          |          |          |          |           |  |  |
|----------------------------------------|----------|----------|----------|----------|----------|----------|----------|-----------|--|--|
| LEVEL OF SERVICE                       | 6        | 8        | 34       | 19       | 25       | 26       | 28       | Total     |  |  |
| Level 0                                | 1        |          |          |          |          |          |          | 1         |  |  |
| Level 1                                | 1        | 1        | 2        | 1        | 1        | 3        | 1        | 10        |  |  |
| <b>Totals</b>                          | <b>1</b> | <b>1</b> | <b>3</b> | <b>1</b> | <b>1</b> | <b>3</b> | <b>1</b> | <b>11</b> |  |  |

| OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS |                     |                     |                    |                        |                      |                       |
|---------------------------------------------------|---------------------|---------------------|--------------------|------------------------|----------------------|-----------------------|
| RESPONSE TYPE                                     | ASSIGNED TO ENROUTE | ASSIGNED TO ONSCENE | ENROUTE TO ONSCENE | HOSPITAL TO IN-SERVICE | AVERAGE ONSCENE TIME | AVERAGE INCIDENT TIME |
| BLS Response                                      | 00:02:03            | 00:13:09            | 00:10:04           | 23:18:10               | 01:13:48             | 00:13:08              |
| ALS Response                                      | 00:00:53            | 00:10:41            | 00:09:47           | 00:01:55               | 00:13:30             | 00:32:38              |

\* Incidents with units that enroute in district, NO mutual aid responses





# 911 STATISTICS REPORT FOR PERIOD 11-01-23 to 11-30-23

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| UNIT   | ASSIGNED TO ENROUTE | ASSIGNED TO ONSCENE | ENROUTE TO ONSCENE | HOSPITAL TO IN-SERVICE | AVERAGE ONSCENE TIME | AVERAGE INCIDENT TIME |
|--------|---------------------|---------------------|--------------------|------------------------|----------------------|-----------------------|
| EMS980 | 00:01:07            | 00:10:09            | 00:09:02           | 00:38:23               | 00:15:33             | 00:49:53              |
| M91    | 00:01:04            | 00:08:32            | 00:07:28           | 00:29:03               | 00:17:35             | 00:54:22              |
| M910   | 00:00:52            | 00:07:39            | 00:06:45           | 00:21:57               | 00:14:52             | 00:55:34              |
| M92    | 00:01:12            | 00:09:06            | 00:07:54           | 00:29:41               | 00:17:49             | 00:58:43              |
| M920   | 00:01:00            | 00:08:15            | 00:07:15           | 00:28:58               | 00:16:14             | 00:58:12              |
| M921   | 00:01:26            | 00:10:19            | 00:08:51           | 00:18:14               | 00:14:15             | 00:46:42              |
| M93    | 00:01:09            | 00:06:31            | 00:05:20           | 00:27:56               | 00:17:09             | 00:53:44              |
| M930   | 00:01:22            | 00:07:34            | 00:06:12           | 00:28:34               | 00:15:57             | 00:54:48              |
| M94    | 00:01:13            | 00:07:54            | 00:06:39           | 00:25:51               | 00:16:31             | 00:48:03              |
| M940   | 00:01:02            | 00:07:47            | 00:06:43           | 00:52:14               | 00:18:05             | 01:23:05              |
| M941   | 00:01:05            | 00:07:18            | 00:06:13           | 00:31:36               | 00:16:02             | 00:49:51              |
| M95    | 00:01:08            | 00:08:04            | 00:06:57           | 00:31:00               | 00:19:36             | 00:57:24              |
| M950   | 00:01:18            | 00:06:45            | 00:05:27           | 00:32:08               | 00:13:40             | 00:49:42              |
| M96    | 00:01:21            | 00:07:21            | 00:06:00           | 00:31:34               | 00:20:13             | 01:07:14              |
| M97    | 00:01:08            | 00:08:36            | 00:07:26           | 00:26:11               | 00:15:19             | 00:51:32              |
| M880   | 00:03:41            | 00:12:27            | 00:08:20           | 00:37:32               | 00:11:05             | 00:55:22              |

\* All units assigned to a response in district that went enroute

\* incidents with units that enroute in district

## AVERAGE ASSIGNED TO ONSCENE TIME - ALL CALLS

| UNIT          | 29        | 30        | Total      |
|---------------|-----------|-----------|------------|
| D90           | 4         | 2         | 6          |
| D901          | 9         | 5         | 14         |
| EMS980        | 4         | 3         | 7          |
| M91           | 7         | 8         | 15         |
| M92           | 4         | 6         | 10         |
| M920          | 4         | 4         | 8          |
| M921          |           | 5         | 5          |
| M93           | 8         | 9         | 17         |
| M930          | 3         | 8         | 11         |
| M94           | 8         | 10        | 18         |
| M940          | 4         | 6         | 10         |
| M941          | 7         | 2         | 9          |
| M950          |           | 3         | 3          |
| M96           | 9         | 5         | 14         |
| M97           | 3         | 6         | 9          |
| <b>Totals</b> | <b>74</b> | <b>82</b> | <b>156</b> |

\* All units assigned to a response that went enroute

## INCIDENT RESPONSE TOTALS BY UNIT



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| SHIFT     | INCIDENT RESPONSE TOTALS BY SHIFT |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | Total |     |
|-----------|-----------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|-----|
|           | 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 |       |     |
| A - Shift | 57                                | 7  | 69 | 20 |    |    |    | 69 | 10 | 50 | 15 |    |    |    | 82 | 17 | 69 | 8  |    |    |    |    |    | 63 | 5  | 58 | 4  |    |    |    |       | 603 |
| B - Shift | 63                                | 9  | 61 | 15 |    |    |    | 89 | 20 | 46 | 9  |    |    |    | 55 | 16 | 48 | 7  |    |    |    |    |    | 72 | 9  | 60 | 10 |    |    |    |       | 589 |
| C - Shift |                                   |    |    |    | 76 | 17 | 53 | 12 |    |    |    |    | 77 | 6  | 59 | 7  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       | 479 |
| D - Shift | 12                                |    |    |    | 51 | 15 | 78 | 6  |    |    |    |    |    |    | 68 | 12 | 54 | 13 |    |    |    |    |    |    |    |    |    |    |    |    |       | 524 |
| Totals    | 69                                | 70 | 76 | 81 | 91 | 68 | 68 | 90 | 75 | 99 | 70 | 61 | 86 | 74 | 71 | 61 | 95 | 72 | 85 | 56 | 23 | 59 | 84 | 69 | 76 | 77 | 67 | 64 | 74 | 82 | 2,195 |     |

\* All units assigned to a response that went enroute

| UNIT   | INCIDENT REFUSAL TOTALS BY UNIT |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | Total |     |   |    |
|--------|---------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|-----|---|----|
|        | 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 |       |     |   |    |
| EMS910 |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     | 2 |    |
| EMS980 |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 19 |
| M91    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 50 |
| M910   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 2  |
| M92    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 42 |
| M920   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 36 |
| M921   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 3  |
| M93    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 32 |
| M930   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 40 |
| M94    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 51 |
| M940   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 3  |
| M941   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 10 |
| M95    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 36 |
| M96    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 29 |
| M97    |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 23 |
| M980   |                                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |     |   | 7  |
| Totals | 14                              | 9  | 9  | 12 | 15 | 14 | 13 | 14 | 15 | 17 | 14 | 14 | 9  | 14 | 20 | 12 | 17 | 19 | 12 | 12 | 9  | 5  | 11 | 18 | 7  | 13 | 11 | 10 | 9  | 9  | 9     | 385 |   |    |

| REFUSAL REASON                 | INCIDENT REFUSAL REASON BY SHIFT |           |           |           |       |  |  |  |  |  | Total |
|--------------------------------|----------------------------------|-----------|-----------|-----------|-------|--|--|--|--|--|-------|
|                                | A - Shift                        | B - Shift | C - Shift | D - Shift | Total |  |  |  |  |  |       |
| Call Cancelled,Refusal Parenta | 1                                |           |           |           | 1     |  |  |  |  |  |       |
| Refusal AMA                    | 107                              | 85        | 64        | 98        | 354   |  |  |  |  |  |       |
| Refusal Parental               | 8                                | 7         | 8         | 7         | 30    |  |  |  |  |  |       |
| Totals                         | 116                              | 92        | 72        | 105       | 385   |  |  |  |  |  |       |



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| NATURE                 | NATURE SUMMARY BY UNIT |           |           |          |          |           |           |          |          |          |          |           |          |          |            | Total |
|------------------------|------------------------|-----------|-----------|----------|----------|-----------|-----------|----------|----------|----------|----------|-----------|----------|----------|------------|-------|
|                        | EMS980                 | M81       | M92       | M920     | M921     | M83       | M930      | M940     | M941     | M95      | M950     | M96       | M97      | M97      | Total      |       |
| ALLERGIC REACTION      | 1                      |           |           |          | 1        |           |           |          |          |          |          |           |          |          | 1          |       |
| ASSAULT                |                        | 1         |           |          |          | 1         |           |          | 1        | 1        |          |           |          | 1        | 7          |       |
| CARDIAC                |                        | 1         |           |          |          | 1         | 1         | 1        |          |          |          | 1         |          |          | 7          |       |
| CHOKING                |                        |           |           |          |          | 1         |           |          |          |          |          |           |          |          | 1          |       |
| CVA NOT ALERT          |                        |           | 1         |          | 1        |           |           |          |          |          |          |           |          |          | 2          |       |
| CVA SEVERE HEADACHE    |                        |           |           |          |          |           | 1         |          |          |          |          |           |          |          | 1          |       |
| CVA WEAKNESS           |                        |           |           |          |          |           |           |          |          |          | 1        |           |          |          | 1          |       |
| DIABETIC               |                        | 1         |           |          |          |           |           |          |          |          |          |           |          |          | 1          |       |
| FULL ARREST            |                        |           |           |          |          | 1         |           |          | 1        |          |          |           |          |          | 3          |       |
| INJ. PARTY FROM A FALL | 1                      |           |           |          |          | 1         | 1         | 1        | 1        | 1        |          | 1         |          |          | 8          |       |
| INJURED PARTY          |                        |           |           | 1        |          | 1         |           |          |          |          |          |           |          |          | 3          |       |
| MEDICAL CALL           | 1                      | 1         | 1         | 1        |          | 1         | 1         | 1        | 1        | 1        | 1        | 1         | 1        | 1        | 23         |       |
| MOTOR VEHICLE ACCIDENT | 1                      | 1         | 1         | 1        | 1        | 1         | 1         | 1        | 1        | 1        | 1        | 1         | 1        | 1        | 12         |       |
| MVA HIGH VELOCITY      |                        |           |           |          |          | 1         |           |          |          |          |          |           |          |          | 1          |       |
| MVA ROLL OVER          |                        |           |           |          |          | 1         |           |          |          |          |          | 1         | 1        |          | 3          |       |
| O.B.                   |                        |           |           |          |          |           |           |          | 1        |          |          |           |          |          | 1          |       |
| OVERDOSE               |                        | 1         | 1         |          |          |           |           |          |          |          |          |           |          |          | 2          |       |
| OVERDOSE/POISONING     |                        | 1         | 1         | 1        |          |           |           |          |          | 1        |          |           |          |          | 5          |       |
| POSSIBLE DOA           |                        |           |           |          |          |           |           |          |          |          |          |           |          |          | 6          |       |
| PSYCHIATRIC            | 1                      | 1         |           |          |          |           | 1         |          |          |          |          |           |          |          | 3          |       |
| RESPIRATORY            |                        | 1         | 1         |          |          | 1         | 1         | 1        | 1        | 1        |          |           | 1        |          | 12         |       |
| SEIZURES               |                        | 1         | 1         |          |          | 1         | 1         | 1        |          |          | 1        |           |          |          | 7          |       |
| STABBING SHOOTING      |                        |           |           |          |          |           |           |          |          |          |          |           |          |          | 1          |       |
| STROKE/CVA             |                        |           |           |          |          |           |           |          |          | 1        |          |           |          |          | 1          |       |
| UNCONSCIOUS PARTY      |                        | 1         | 1         |          |          | 1         | 1         | 1        |          |          |          |           |          |          | 5          |       |
| UNKNOWN PROBLEM        | 1                      | 1         | 1         | 1        | 1        | 1         |           |          |          |          |          |           |          |          | 12         |       |
| <b>Totals</b>          | <b>7</b>               | <b>15</b> | <b>10</b> | <b>7</b> | <b>4</b> | <b>17</b> | <b>10</b> | <b>4</b> | <b>6</b> | <b>9</b> | <b>3</b> | <b>14</b> | <b>7</b> | <b>7</b> | <b>130</b> |       |



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**Division 11 Harris County Emerg Corps**

## 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    | Total |     |
|--------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|-------|-----|
| EMS910 | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 1  | 1  | 1  | 1  | 1  | 1  | 1  | 1  | 1  | 1  | 1  | 1     | 3     |     |
| EMS940 |    |    |    |    |    |    |    |    |    |    |    | 1  |    |    |    |    |    |    |    |    |    |    | 0  |    |    |    |    |    |    |       | 1     |     |
| EMS980 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |       | 1   |
| M91    | 3  | 4  | 5  | 4  | 6  | 3  | 4  | 5  | 3  | 6  | 3  | 3  | 4  | 5  | 3  | 3  | 4  | 4  | 5  | 5  | 1  | 4  | 4  | 4  | 4  | 4  | 2  | 4  | 3  | 4     | 6     | 118 |
| M910   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |       | 16  |
| M92    | 7  | 4  | 4  | 4  | 7  | 5  | 4  | 5  | 4  | 5  | 3  | 2  | 5  | 6  | 4  | 3  | 5  | 7  | 7  | 3  | 2  | 4  | 4  | 4  | 7  | 6  | 5  | 6  | 4  | 5     | 143   |     |
| M920   | 8  | 3  | 5  | 4  | 3  | 3  | 5  | 8  | 6  | 4  | 4  | 5  | 4  | 3  | 6  | 2  | 6  | 5  | 7  | 6  | 2  | 5  | 3  | 7  | 6  | 6  | 6  | 2  | 4  | 3     | 141   |     |
| M921   | 4  | 1  | 1  | 1  | 0  |    |    |    |    | 4  | 0  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       | 13    |     |
| M93    | 1  | 5  | 4  | 5  | 10 | 6  | 2  | 5  | 6  | 4  | 4  | 2  | 3  | 4  | 4  | 3  | 6  | 4  | 5  | 2  | 1  | 5  | 5  | 4  | 6  | 1  | 4  | 5  | 6  | 6     | 128   |     |
| M930   | 4  | 6  | 4  | 4  | 5  | 4  | 4  | 4  | 2  | 7  | 3  | 3  | 4  | 3  | 3  | 3  | 8  | 3  | 2  | 3  | 0  | 4  | 4  | 3  | 4  | 5  | 0  | 6  | 2  | 5     | 112   |     |
| M94    | 4  | 3  | 4  | 2  | 4  | 3  | 4  | 8  | 5  | 3  | 4  | 2  | 6  | 6  | 5  | 3  | 4  | 6  | 6  | 4  | 5  | 7  | 7  | 6  | 5  | 4  | 3  | 2  | 4  | 7     | 129   |     |
| M940   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |       | 39  |
| M941   | 4  | 1  | 1  | 1  | 0  |    |    |    |    | 3  | 5  | 3  | 1  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       | 22    |     |
| M95    | 5  | 1  | 3  | 2  | 5  | 3  | 3  | 4  | 2  | 1  | 3  | 3  | 2  | 4  | 3  | 5  | 5  | 6  | 7  | 4  | 0  | 3  | 6  | 6  | 4  | 4  | 5  | 4  | 2  | 1     | 106   |     |
| M950   | 0  | 1  |    |    |    |    |    |    |    | 3  | 0  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       | 7     |     |
| M96    | 4  | 5  | 3  | 3  | 5  | 7  | 5  | 4  | 4  | 4  | 1  | 5  | 6  | 3  | 4  | 4  | 6  | 4  | 5  | 2  | 4  | 2  | 6  | 1  | 4  | 5  | 3  | 6  | 6  | 4     | 125   |     |
| M97    | 5  | 0  | 3  | 0  | 2  | 4  | 4  | 3  | 3  | 2  | 2  | 3  | 3  | 5  | 4  | 2  | 4  | 2  | 4  | 3  | 1  | 3  | 2  | 4  | 3  | 2  | 5  | 2  | 2  | 3     | 82    |     |
| M980   | 2  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |       |       | 25  |
| Totals | 43 | 39 | 42 | 33 | 57 | 40 | 42 | 52 | 41 | 51 | 33 | 30 | 43 | 39 | 42 | 31 | 54 | 41 | 48 | 39 | 13 | 35 | 45 | 50 | 45 | 42 | 36 | 41 | 52 | 1,235 |       |     |

## TRANSPORT DESTINATION SUMMARY BY UNIT

| TRANSPORT DESTINATION                                | EMS980 | M91 | M92 | M920 | M921 | M93 | M930 | M94 | M940 | M941 | M95 | M950 | M96 | M97 | Total |
|------------------------------------------------------|--------|-----|-----|------|------|-----|------|-----|------|------|-----|------|-----|-----|-------|
| CHI ST LUKE'S VINTAGE                                |        | 2   |     |      |      | 4   | 2    |     |      |      |     |      |     |     | 11    |
| CYPRESS CREEK HOSPITAL                               |        | 1   |     |      |      |     |      |     |      |      |     |      | 3   |     | 1     |
| HCA ER FALLCREEK                                     |        |     |     |      |      |     |      | 1   |      |      |     |      |     |     | 1     |
| HCA HOUSTON ER 249                                   |        |     |     |      |      |     |      |     |      |      |     |      |     |     | 1     |
| HCA HOUSTON HEALTHCARE NORTHWEST                     | 1      | 3   | 2   | 1    |      | 1   |      |     |      |      |     |      | 1   |     | 2     |
| KINGWOOD MEDICAL CENTER                              | 1      |     | 4   |      |      |     | 2    |     |      |      | 1   | 3    | 1   |     | 14    |
| LYNDON B JOHNSON GENERAL HOSPITAL                    |        | 1   | 1   |      |      |     |      | 2   |      |      |     |      |     |     | 7     |
| MD ANDERSON CANCER CENTER                            |        |     |     |      |      |     |      |     |      |      |     |      |     | 1   | 4     |
| MEMORIAL HERMANN HOSPITAL                            |        |     |     |      |      |     |      |     |      |      |     |      |     |     | 1     |
| MEMORIAL HERMANN NORTHEAST                           | 2      | 1   | 2   | 6    | 2    |     |      | 1   |      |      |     |      |     |     | 11    |
| MEMORIAL HERMANN DOMINICK CREEK EMERGENCY DEPARTMENT | 1      |     |     |      |      |     |      | 7   | 3    | 2    |     |      |     | 3   | 28    |
| METHODIST WILLOWBROOK                                |        | 2   |     |      | 1    | 7   | 3    |     | 1    |      |     |      |     |     | 2     |
| TEXAS CHILDRENS HOSPITAL                             |        |     |     |      |      |     |      |     |      |      |     |      |     |     | 18    |
| TEXAS CHILDRENS THE WOODLANDS CAMPUS                 |        |     |     |      |      |     |      |     |      | 2    |     |      |     |     | 1     |
| Totals                                               | 5      | 10  | 9   | 7    | 3    | 12  | 7    | 11  | 4    | 4    | 3   | 3    | 10  | 5   | 93    |



# 911 STATISTICS REPORT FOR PERIOD 11-01-23 to 11-30-23

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Division 11 Harris County Emerg Corps

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## 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                                  | 4            | 0:00:51:37       | 0:01:29:52       | 0:03:26:30             |
| CHI ST LUKE'S MEDICAL CENTER                       | 3            | 0:00:34:10       | 0:00:38:04       | 0:01:42:30             |
| CHI ST LUKE'S VINTAGE                              | 55           | 0:00:31:49       | 0:01:09:16       | 1:05:10:16             |
| CHI ST LUKE'S WOODLANDS                            | 8            | 0:00:25:19       | 0:00:43:02       | 0:03:22:37             |
| CYPRESS CREEK HOSPITAL                             | 4            | 0:00:07:51       | 0:00:13:41       | 0:00:31:26             |
| HCA ER 247 WILLOWBROOK                             | 1            | 0:00:12:47       | 0:00:12:47       | 0:00:12:47             |
| HCA ER FALLCREEK                                   | 18           | 0:00:18:24       | 0:00:26:59       | 0:05:31:22             |
| HCA HOUSTON ER 249                                 | 22           | 0:00:16:56       | 0:00:30:29       | 0:06:12:46             |
| HCA HOUSTON HEALTHCARE MEDICAL CENTER              | 1            | 0:00:17:10       | 0:00:17:10       | 0:00:17:10             |
| HCA HOUSTON HEALTHCARE NORTHWEST                   | 267          | 0:00:35:09       | 0:01:35:51       | 6:12:26:10             |
| HCA HOUSTON NORTH CYPRESS                          | 1            | 0:00:42:13       | 0:00:42:13       | 0:00:42:13             |
| HCA KINGWOOD MEDICAL CENTER                        | 8            | 0:00:28:29       | 0:01:10:46       | 0:03:47:57             |
| HEALTH ONE EMERGENCY CARE - KINGWOOD               | 1            | 0:01:03:54       | 0:01:03:54       | 0:01:03:54             |
| KELSEY SEYBOLD CLINIC - MESA                       | 1            | 0:00:24:18       | 0:00:24:18       | 0:00:24:18             |
| KINGWOOD EMERGENCY CENTER                          | 15           | 0:00:32:33       | 0:01:09:44       | 0:08:08:28             |
| KINGWOOD MEDICAL CENTER                            | 122          | 0:00:33:33       | 0:01:29:22       | 2:20:13:59             |
| LYNDON B JOHNSON GENERAL HOSPITAL                  | 67           | 0:00:29:54       | 0:01:05:24       | 1:09:24:04             |
| MD ANDERSON CANCER CENTER                          | 1            | 0:00:25:53       | 0:00:25:53       | 0:00:25:53             |
| MEMORIAL HERMANN GREATER HEIGHTS                   | 7            | 0:00:31:35       | 0:00:45:12       | 0:03:38:47             |
| MEMORIAL HERMANN HOSPITAL                          | 15           | 0:00:36:51       | 0:01:05:44       | 0:09:12:47             |
| MEMORIAL HERMANN NORTHEAST                         | 312          | 0:00:37:03       | 0:13:52:04       | 8:00:42:14             |
| MEMORIAL HERMANN SUMMER CREEK EMERGENCY DEPARTMENT | 8            | 0:00:19:56       | 0:00:39:59       | 0:02:39:29             |
| MEMORIAL HERMANN THE WOODLANDS                     | 12           | 0:00:29:30       | 0:00:46:27       | 0:05:54:02             |
| METHODIST HOSPITAL                                 | 2            | 0:00:36:13       | 0:00:43:19       | 0:01:12:26             |
| METHODIST WILLOWBROOK                              | 230          | 0:00:35:45       | 0:02:40:21       | 5:16:27:52             |
| METHODIST WOODLANDS HOSPITAL                       | 9            | 0:00:27:49       | 0:00:39:38       | 0:04:10:22             |
| TEXAS CHILDRENS - WEST CAMPUS                      | 1            | 0:00:21:12       | 0:00:21:12       | 0:00:21:12             |
| TEXAS CHILDRENS HOSPITAL                           | 8            | 0:00:33:31       | 0:00:51:19       | 0:04:28:10             |
| TEXAS CHILDRENS THE WOODLANDS CAMPUS               | 31           | 0:00:27:16       | 0:00:52:47       | 0:14:05:17             |
| VETERANS AFFAIRS MEDICAL CENTER                    | 1            | 0:00:25:15       | 0:00:25:15       | 0:00:25:15             |
| <b>Totals</b>                                      | <b>1,235</b> |                  |                  |                        |



# 911 STATISTICS REPORT FOR PERIOD 11-01-23 to 11-30-23

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Division 11 Harris County Emerg Corps

| NO TRANSPORT DISPOSITION | NO TRANSPORT DISPOSITION SUMMARY BY UNIT |          |          |          |          |          |          |          |          |          |          |          |          |           | Total |
|--------------------------|------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-------|
|                          | EMS910                                   | EMS980   | M91      | M92      | M920     | M921     | M93      | M930     | M94      | M941     | M95      | M96      | M97      |           |       |
| Call Complete            |                                          |          | 1        | 1        |          |          |          |          | 3        |          |          |          |          | 5         |       |
| Call Reassigned          |                                          |          |          |          |          | 1        |          |          | 1        |          |          |          | 2        | 4         |       |
| Call Referred            |                                          |          | 3        |          |          |          | 2        |          | 1        |          |          |          |          | 6         |       |
| Death on Scene           |                                          |          |          |          |          |          |          | 1        |          |          |          | 1        |          | 3         |       |
| Disregard                |                                          |          | 1        |          |          |          | 1        |          |          | 1        |          |          | 1        | 4         |       |
| Disregard by Alarm Co    |                                          |          |          |          |          |          | 1        |          |          |          |          |          |          | 1         |       |
| Refusal/AMA              | 1                                        | 2        |          |          | 1        | 1        | 1        | 1        | 2        |          | 3        | 3        | 1        | 16        |       |
| Refusal Parental         |                                          |          |          |          |          |          |          |          |          | 1        | 1        |          |          | 2         |       |
| Unspecified              |                                          |          | 1        |          |          |          |          | 2        |          |          |          |          |          | 4         |       |
| <b>Totals</b>            | <b>1</b>                                 | <b>2</b> | <b>6</b> | <b>1</b> | <b>1</b> | <b>2</b> | <b>5</b> | <b>4</b> | <b>7</b> | <b>2</b> | <b>6</b> | <b>4</b> | <b>4</b> | <b>45</b> |       |



# 911 STATISTICS REPORT FOR PERIOD 11-01-23 to 11-30-23

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**Division 11 Harris County Emerg Corps**

## MUTUAL AID PROVIDED BY YOUR DISTRICT

| Incident ID | Date       | Time     | Shift | Unit | Problem                      | Provided To          | Map  | Call Disposition     |
|-------------|------------|----------|-------|------|------------------------------|----------------------|------|----------------------|
| 23-11-57626 | 11/02/2023 | 22:57:57 | B     | M94  | MEDICAL CALL                 | HC-Agency Unknown    | 335Y | CALL COMPLETE        |
| 23-11-57691 | 11/03/2023 | 11:52:59 | A     | M97  | 28C03J CVA SPEECH PROBLEM    | Atascocita FD        | 377J | CALL COMPLETE        |
| 23-11-57738 | 11/03/2023 | 17:09:36 | A     | M95  | MOTOR VEHICLE ACCIDENT       | CC-Cypress Creek EMS | 333K | CALL COMPLETE        |
| 23-11-59929 | 11/10/2023 | 21:02:46 | B     | M97  | 1C04 MEDICAL CALL            | Atascocita FD        | 376M | CALL COMPLETE        |
| 23-11-59007 | 11/11/2023 | 10:08:13 | A     | M941 | DIABETIC PROBLEMS            | HC-Agency Unknown    | 375F | REFUSAL AMA          |
| 23-11-59059 | 11/11/2023 | 16:08:30 | A     | M95  | 21D05M MEDICAL CALL          | CC-Cypress Creek EMS | 332U | CALL COMPLETE        |
| 23-11-60070 | 11/17/2023 | 11:55:12 | A     | M94  | FALLS                        | HC-Agency Unknown    | 375K | CALL COMPLETE        |
| 23-11-60292 | 11/19/2023 | 15:20:39 | B     | M97  | 26A08 MEDICAL CALL           | Atascocita FD        | 377J | CALL COMPLETE        |
| 23-11-60651 | 11/20/2023 | 13:42:03 | B     | M97  | 26A01 MEDICAL CALL           | Atascocita FD        | 377C | CALL COMPLETE        |
| 23-11-60687 | 11/20/2023 | 19:03:11 | B     | M97  | 69D6 RESIDENTIAL FIRE        | Atascocita FD        | 377K | FIRE - CALL COMPLETE |
| 23-11-60912 | 11/22/2023 | 00:22:55 | C     | M97  | 69D6 RESIDENTIAL FIRE        | Atascocita FD        | 377K | FIRE - CALL COMPLETE |
| 23-11-61090 | 11/23/2023 | 07:31:05 | C     | M97  | 26D01 MEDICAL CALL           | Atascocita FD        | 377K | CALL COMPLETE        |
| 23-11-61312 | 11/24/2023 | 15:50:58 | D     | M97  | 29D03V MVA HIGH VELOCITY     | Atascocita FD        | 337W | CALL COMPLETE        |
| 23-11-61313 | 11/24/2023 | 15:54:35 | D     | M940 | 31A1 UNCONSCIOUS PARTY       | Atascocita FD        | 376H | REFUSAL AMA          |
| 23-11-61313 | 11/24/2023 | 15:54:35 | D     | M97  | 31A1 UNCONSCIOUS PARTY       | Atascocita FD        | 376H | REFUSAL AMA          |
| 23-11-61444 | 11/25/2023 | 13:20:25 | A     | M94  | 17A02 INJ. PARTY FROM A FALL | HC-Agency Unknown    | 375G | DISREGARD            |
| 23-11-61741 | 11/27/2023 | 12:24:59 | A     | M95  | 10D01 CARDIAC                | CC-Cypress Creek EMS | 332P | CALL COMPLETE        |
| 23-11-62011 | 11/29/2023 | 10:24:52 | C     | M97  | 6D04E RESPIRATORY            | Atascocita FD        | 377J | CALL COMPLETE        |

Total Mutual Aid Responses Provided By Your District: 17

Harris County Emergency Corps  
2024 Budget Proposal

Operating Budget

|                             |                                                                                       |                      |
|-----------------------------|---------------------------------------------------------------------------------------|----------------------|
| <b>Revenue</b>              |                                                                                       |                      |
| Contract                    |                                                                                       | \$ 19,430,048        |
| Billing                     |                                                                                       | \$ 6,197,662         |
| Communications              |                                                                                       | \$ 359,176           |
| Education                   |                                                                                       | \$ 20,000            |
| Miscellaneous               |                                                                                       | \$ 156,786           |
| Operations (Special Events) |                                                                                       | \$ 267,124           |
|                             | <b>Total Revenue</b>                                                                  | <b>\$ 26,430,816</b> |
| <b>Expenses</b>             |                                                                                       |                      |
| Business Expenses           | Registration Fees, Banking, Sponsorships, Memberships/Dues, Commissioner Fees         |                      |
| Contract Services           | Accounting, Legal, IT, Billing                                                        | \$ 240,949           |
| Facilities & Equipment      | Furniture/Equipment, Non-capital, Rents/Rentals, R&M                                  | \$ 542,596           |
| Operations                  | Educ., Fuel, Printing, Cptr support, Marketing, Supplies, Uniforms                    | \$ 1,255,011         |
| Utilities/Telephone         | Electric, Water, Gas, Cable, Waste, Telecomm                                          | \$ 1,668,982         |
| Other Types of Expenses     | Auto, P&C, Malpractice, Workers Comp and Cyber Security Insurance                     | \$ 333,776           |
| Payroll Related Expenses    | Salaries, taxes, benefits, Employee Relations, Onboarding, Drug Testing, Fit for Duty | \$ 557,099           |
| Travel and Meetings         | Conferences/Conventions                                                               | \$ 17,865,930        |
|                             | <b>Total Expenses</b>                                                                 | <b>\$ 22,697,204</b> |
| <b>Capital Projects</b>     |                                                                                       |                      |
| Furniture and Equipment     |                                                                                       | \$ 370,000           |
| Vehicles                    |                                                                                       | \$ -                 |
| Software                    |                                                                                       | \$ 415,000           |
| Leasehold Improvements      |                                                                                       | \$ 445,000           |
|                             | <b>Total Capital Projects</b>                                                         | <b>\$ 1,230,000</b>  |
|                             | <b>Operating Reserve</b>                                                              | <b>\$ 3,733,612</b>  |

APPROVED  
Harris County Emergency Corps  
Board of Directors

DEC 06 2023

Attested by: Jim Khan  
Title: President



**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY  
EMERGENCY SERVICES DISTRICT 1**

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF HARRIS       §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health (“Department”), and Harris County Emergency Services District 1 (“HCESD 1”), pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 *et. seq.* The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

**RECITALS:**

Harris County, acting through Harris County Public Health (“HCPH”), participates in the Strategic National Stockpile (“SNS”), which includes medications and medical supplies.

Harris County desires to collaborate with Harris County Emergency Services District 1 (“HCESD 1”) to enhance Harris County’s ability to respond to a catastrophic incident or other communicable threat.

Harris County and HCESD 1 desire to enter into an agreement for a mass prophylaxis closed point of dispensing (“Closed Pod”) to dispense medications and supplies to identified HCESD 1 employees, contractors, and their immediate family members.

Harris County finds that an agreement with HCESD 1 for a Closed Pod serves a public purpose of Harris County.

**NOW, THEREFORE**, the County and HCESD 1 in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**TERMS:**

**I. Purpose**

To establish a cooperative agreement between the County and HCESD 1 to provide employees, contractors, and their immediate families with prophylaxis, vaccinations, or other related medical supplies or services in the event of a public health emergency as defined by local, state or federal governments. County will follow federal or state guidelines for phased allocation of vaccines or oral medical countermeasures if directed by federal or state government due to limited supplies.

By participating in the Closed Pod, the Parties will provide a valuable service to the employees and their families and the overall community.

## II. Definitions

**Public Health Emergency:** refers to any event, natural or manmade, that requires immediate public health intervention as defined by local, state or federal governments .

**Mass prophylaxis:** refers to the administration of health interventions including antibiotics, vaccines, and/or antidotes to large numbers of persons to provide protection against disease and/or to prevent the spread of disease in the community.

**Critical Infrastructure/Employee/Volunteer:** refers to a person in the service of HCESD 1 either directly as an employee, volunteer, or part of a government critical infrastructure that provides emergency services or supports government continuity of operation.

**Immediate Family:** refers to a direct / immediate member of the family living within the same household as the employee.

## III. Responsibilities of Harris County Emergency Services District 1

1. Mass dispenses to Employees/Contractors/Volunteers and their immediate family members during a public health emergency at HCESD 1 site in Houston, Texas.
2. Attend Harris County Public Health planning meetings when requested at an agreed schedule and meeting place.
3. Attend Harris County Public Health training meetings and cooperate in training HCESD 1 employees, when appropriate, to understand the contraindications, precautions, and administration of mass prophylaxis according to established Harris County Public Health protocol.
4. Provide and maintain an agency Primary Contact to oversee operations of the organization or entities Pharmaceutical Dispensing Plan.
5. Provide and maintain a Plan Contact to coordinate the dispensing operations at the organization or entity site as well as coordinate additional trainings, if needed, at the Houston, Texas site.
6. Provide and maintain a Medical Contact (on staff at the Houston, Texas site and available 24/7) who will organize, coordinate, and oversee the dispensing of medications at the Houston, Texas site.
7. Ensure that all employees involved in the administration of medication will first be provided the treatment themselves, if indicated. Furthermore, the decision as to the number or employees, volunteers, or contractors working for HCESD 1 who will subsequently receive

the medication will be decided by Harris County Public Health Preparedness & Response Division and HCESD 1. The method, manner, and order of treatment will be coordinated with Harris County Public Health Preparedness & Response Division and HCESD 1.

8. Maintain documentation of any materials or supplies consumed in this effort. If applicable, during a federally declared disaster, reimbursement for the cost of those materials can be made according to federal guidelines.
9. Return all unused portions of the supplies, chemoprophylaxis, and / or vaccines to the Harris County, acting through Harris County Public Health.
10. Provide to Harris County Public Health a record of those who received the medications and /or vaccinations. When appropriate Harris County Public Health will provide the necessary forms/software for tracking this information.

#### **IV. Duration of the Agreement**

The term of this Agreement shall begin upon the execution of the Parties, unless earlier terminated in accordance with the provisions hereof. The Parties may, by mutual written agreement, before the expiration of this Agreement, extend the term of this Agreement for four (4) additional one (1) year periods (each a “Renewal Term”) subject to continued funding. This Agreement will not automatically renew.

Either Party may terminate this Agreement without cause, prior to the expiration of the term set forth above, upon thirty (30) days written notice to the other Party.

#### **V. Amendments**

This Agreement may be amended by written agreement of both parties.

#### **VI. Points of Contact**

For **Harris County Public Health**:

Primary Contact: Michael “Mac” McClendon, Director  
Public Health Preparedness & Response Division  
1111 Fannin St.  
Houston, Texas 77002

For **HCESD 1**:

Primary Contact: Jeremy Hyde, President and CEO  
Harris County Emergency Services District 1  
2800 Aldine Bender Rd.  
Houston, Texas 77032

## **VII. Notice**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication will have been directed, or (ii) mailed by certified or registered mail with postage prepaid, to the parties at the following addresses:

TO THE COUNTY: Harris County Public Health  
PHPR Division  
1111 Fannin St  
Houston, Texas 77002  
Attention: Mac McClendon

TO HCESD 4: Harris County Emergency Services District 1  
2800 Aldine Bender Road  
Houston, Texas 77032  
Attention: Jeremy Hyde

These addresses may be changed upon giving prior written notice of the change.

## **VIII. Governing Law**

This Agreement shall be interpreted under the laws of the State of Texas. Exclusive venue for any cause of action arising out of or in relation to this Agreement is in Harris County, Texas.

## **IX. No County Funds**

Prior to execution of this Agreement, Harris County has advised HCESD 1 that Harris County has certified no funds under this Agreement, and HCESD 4 shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement. Neither HCESD 1 nor Harris County assumes liability for any claims, demands, expenses, liabilities, or losses arising out of or in relation to this Agreement.

## **X. No Third-Party Beneficiaries**

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit the County and HCESD 1, and shall not bestow any rights upon any third party.

## **XI. Liabilities of the Parties**

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

## **XII. No Personal Liability; No Waiver of Immunity**

A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

## **XIII. Independent Parties**

This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and HCESD 1.

## **XIV. Entire Agreement; Multiple Counterparts**

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both Parties.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

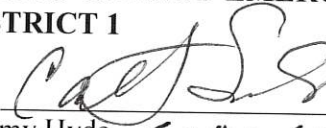
**[Execution Page to Follow]**

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of HCESD 1 by a duly authorized representative of HCESD 1.

**HARRIS COUNTY**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge  
Date Signed: \_\_\_\_\_

**HARRIS COUNTY EMERGENCY SERVICES  
DISTRICT 1**

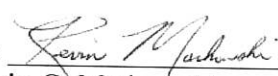
By:   
~~Jeremy Hyde~~ Cathy Sunday  
President and ~~CEO~~  
Date Signed: 12-15-23

Approved:

By: \_\_\_\_\_  
Barbie L. Robinson, MPP, JD, CHC  
Executive Director  
Harris County Public Health


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

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By:   
Kevin G. Markowski  
Assistant County Attorney  
CAO File: 23GEN3574

APPROVED  
Harris County ESD #1  
Board of Commissioners

DEC 15 2023

President:   
Secretary: 