



TEXOMA AREA PARATRANSIT SYSTEM, INC.
AGENDA
BOARD OF DIRECTORS MEETING

Notice is hereby given that a regular meeting of the Board of Directors of the Texoma Area Paratransit System will be held **August 16, 2023 @ 2:00pm virtually at:** <https://us06web.zoom.us/j/87483074482> as follows:

- I. Establish Quorum, Call to Order and Invocation
- II. Public Comments - Citizens may speak on items listed on this agenda. A "Request to Speak Card" should be completed and returned to the Board Secretary before the Board meeting convenes. Citizen comments are limited to three (3) minutes.
- III. Approval of Board Minutes – Minutes from the May 17, 2023, meeting is attached and submitted for review and consideration of approval.
- IV. Approval of Proposal from Huitt-Zollars for TAPS new Facility Professional Services – Staff having presented HZI Professional Services Proposal to the Board requests consideration and approval.
- V. Monthly Financial Update – Staff have provided financial reports and will answer any questions Board has regarding reports.
- VI. Capital Projects – Staff will update the Board on planned capital projects.
- VII. Operational Update – Staff provide operational reports and will answer any questions the Board has regarding reports.
- VIII. Executive Session - Pursuant to Chapter 551 of the Texas Government Code, the board may convene into executive session to discuss the following subjects and reconvene to take any action resulting from the Executive Session (the board reserves the right to convene into executive session throughout this meeting):
 1. For deliberation of contract negotiations with a third party. Section 551.0725.

Following the closed Executive Session, the Board of Directors will reconvene in open and public session and take any such action as may be desirable or necessary as a result of the closed deliberations.
- IX. FY2024 TAPS Budget – Staff will present Board with proposed budget for discussion and consideration for approval.
- X. Transdev PPOP Agreement – Staff will present Board with proposed updated Transdev Agreement for discussion and consideration for approval.
- XI. Schedule next Board meeting – Next Board meeting to be tentatively scheduled for November 15, 2023 at 2pm. Board meeting will include officer elections.
- XII. Comments by TAPS Board of Directors
- XIII. Adjournment

BOARD MINUTES



TEXOMA AREA PARATRANSIT SYSTEM
MINUTES OF THE BOARD OF DIRECTORS

REGULAR MEETING

May 17,2023

MEMBERS PRESENT: Pamela Howeth Chairperson, J.D. Clark Vice Chairman, Matt Sicking, Edwina Lane, and Kevin Hayes. and James Throne. Phyllis James,

MEMBERS MISSING: Mike Campbell, Kevin Benton

STAFF PRESENT: Shellie White, Scott Parten, Brenda Davis, Eddie Brunk, Bill Null, Joe Penson, Christina Zamora, and Karen Kemp.

GUESTS PRESENT: Clay Barnett, Josh Walker, and Derrick Breun

- I. **CALL TO ORDER:** Chairperson Pamela Howeth declared a quorum, calling the meeting to order at 2:05 PM.
- II. **INVOCATION:** Kevin Hayes provided invocation.
- III. **PUBLIC COMMENTS:** Citizens may speak on items listed on the agenda as Public Hearings. A "request to speak card" should be completed and returned to the Board Secretary before the Board considers the item listed under Public Hearings. Citizen Comments on public hearings are limited to three (3) minutes.

There were no speakers.

- IV. **APPROVAL OF BOARD MINUTES:** Chairperson Pamela Howeth presented the minutes from the February 15,2023 Board Meeting for approval. Phyllis James made a motion to approve the board minutes as presented. Kevin Hayes seconded the motion. The motion was passed unanimously.
- V. **TAPS Bank Accounts:** Shellie White discussed changes to the Simmons bank accounts. With no questions or concerns.
- VI. **New Transit Building:** Shellie White gave an update on the Building Progress. The RFQ for architectural and engineering was posted on April 17,

2023. A proposal meeting was held on May 8, 2023. Two interested parties attended the meeting. May 22, 2023 questions will be posted on the website. Responses are due June 27, 2023. July 5, 2023 will be the award date. Shellie asked for the Board Members to consider joining the Selection Committee five is the goal to be on the Committee. The selection committee currently consist of Chairperson Pam Howeth, Josh Walker, and Matt Sicking. Edwina Lane made a motion to approve the Selection Committee to make the Final decision on which company is to be awarded the contract. Treasurer Phyliss James seconded the motion and the motion passed unanimously.

- VII. **TAPS Ride Vouchers:** General Manager Shellie White presented the Ride Vouches that were created for our agencies and asked the Board to approve the cost of a one-way ticket to be \$2.00 Member Matt Sicking made the motion to approve the Voucher cost of \$2.00 one-way Motion was seconded by Member James Thorne the motion passed unanimously.
- VIII. **Monthly Financial Update:** General Manager Shellie White gave the financial update for February, March, April. Member James Thorne made a motion to approve the Finical update Matt Sicking seconded the motion. The motion passed unanimously.
- IX. **Capital Projects:** General Manger Shellie White gave the update on our Capital projects. In March we purchased a Forklift, and the covered parking project was completed. All Projects were paid for through Grants. All was reviewed without significant concern from the Board
- X. **Operational Update:** Staff updated the Board on trip data and advertising for recruiting more employees, as well as our drug testing findings. All was reviewed without significant concern from the Board.
- XI. **Schedule next Board Meeting:** Set for August 16, 2023 @ 2:00pm.
- XII. **Comments by TAPS Board of Directors :** Chairperson Pam Howeth welcomed our new Grants writer Christina Zamora to our team. No other comments or questions from the TAPS Board of Directors.
- XIII. **Adjournment:** Chairperson Pam Howeth called for adjournment at 2:47 pm



August 3, 2023

Ms. Shellie White
General Manager
Texoma Area Paratransit System (TAPS)
6104 Texoma Pkwy
Sherman, TX 75090
903.893.4601
Shellie.white@transdev.com

Reference: TAPS Operating Facility
6104 Texoma Pkwy, Sherman, TX 75090
Proposal for Professional Architectural and Engineering Consulting Services

Dear Ms. White:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional architectural and engineering consulting services to Texoma Area Paratransit System (TAPS) (Client) on the new TAPS Operating Facility located at 6104 Texoma Pkwy in Sherman, Texas (Project). Our proposal is based upon the scope of services, compensation, schedule, terms and conditions and attachments contained herein.

The below scope is based on the conceptual design prepared by Huitt-Zollars, Inc. depicting an addition of 7,277 sf and renovation of the existing area of 1,220 sf, and as shown in Attachment B. Significant revisions to the conceptual design may require additional scope and budget that is not included in this proposal. If additional services are required a separate scope and fee will be provided to the Client for review and approval.

The project includes Architectural and Engineering Design Services for a new Administrative and Operations Facility of approximately 7400 SF. This proposal consists of the following services/disciplines:

- Huitt-Zollars and some subconsultants will perform: Architectural, Interior Design, Furniture Development Package, MEP Engineering, Structural Engineering, Civil Engineering, Project Specifications, AV / IT Systems, and Cost Estimating.

Specifically, we understand that we will provide the following:

I. SCOPE OF SERVICES:

Design Development

Services will include:

- Further development of approved Space / Floor plans.
- Meet with Client on Furniture needs and requirements.
- Develop Preliminary Furniture Budget.
- Development of 2 Interior finish and furniture schemes.
- Development of preliminary designs for Structural, MEP and AV / IT systems.
- Preliminary design for site / civil issues.
- Further development of exterior design elements for the building.
- Architectural coordination with Structural, MEP (Mechanical, Electrical, and Plumbing) and Civil systems and requirements.

- Further coordination of furniture types and selections.
- One potential visit to Furniture dealer's showroom is included.
- Provide opinion of probable construction cost estimate (OPCC).

Deliverable: 100% Design Development drawing package of Architectural, Interiors, MEP, Structural, Civil scopes, and OPCC.

Construction Documents

Upon Client approval of Design Development Phase, Huitt-Zollars will commence with Construction Documents Phase.

Services will include:

- Architectural floor plans defining space lay-outs, dimensions, finish selections and locations of materials, and references to elevations and details.
- Preparation of Demolition floor plans, as applicable, for removal of existing, partitions, ceilings, ductwork and lighting systems.
- Architectural interior elevations, wall finishes and millwork.
- Furniture drawings, finishes and specifications.
- Architectural Site Plan and Building elevations.
- Architectural reflected ceiling plans with lighting and MEP devices.
- Door, hardware, and finish schedules.
- Civil Engineering Site Plan, site utilities, and related details.
- MEP and Structural Engineering Drawings.
- AV / IT systems design elements.
- Specifications for all disciplines.
- Submit 100% Construction Documents for City review.
- Upon City approval of the Construction Documents, Huitt-Zollars will issue documents for bidding, permitting and Texas Accessibility Standards/Americans with Disabilities Act (TAS/ADA) review through the Texas Department of Licensing and Regulation (TDLR).
- Provide opinion of probable construction cost estimate.

Deliverables: 100% Final Construction Documents, OPCC and Specifications (Architectural, Interiors, MEP, Structural, Civil scopes).

Bidding Assistance

- Huitt-Zollars will assist the Client with the preparation of the bid form, scope statement, pre-bid agenda, responses to bidders RFI's and issue addenda if necessary and bid tabulations form.
- Huitt-Zollars will assist the Client in the review and evaluation of Bid packages received.
- Huitt-Zollars will provide bid recommendations to the Client.

Construction Administration

Professional support services for Bidding, Construction Administration, Close-Out Record Documents and Warranty Reviews, including:

- Attend bi-weekly construction on-site meetings.

- Visit the job site up to two times per month to review the progress and quality of the work, as well as compliance with the Construction Documents.
- Review contractor submittals, such as shop drawings, product data, and samples to ensure they meet the design concept and comply with contract documents. Huitt-Zollars review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Huitt-Zollars' review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars' judgment to permit adequate review. Review of a specific item shall not indicate that Huitt-Zollars has reviewed the entire assembly of which the item is a component.
- Based on observations of construction progress at the site and on a review of the Contractor's Payment Request, Huitt-Zollars shall make recommendations to the Client relative to progress payments. Huitt-Zollars shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the contract sum.
- Review and comment on contractor's substantial completion punch list items and/or work to be corrected or replaced.
- Review furniture submittals, and coordination with the Furniture Dealer on timing for furniture order, lead times, and delivery.
- One site visit to review installation with furniture Dealer and document any issues or items needing repair or replacement.

II. COMPENSATION:

Our total Lump Sum Fee for this project is \$595,000.00.

III. EXCLUDED SERVICES:

Excluded Scope Items include, but are not limited to the following:

1. Additional ALTA or boundary surveys
2. Additional geotechnical studies and/or reports
3. Additional topographic mapping
4. Agency fees (to be paid for by developer/Client)
5. Subsurface Utility Engineering (Levels A&B)
6. Preliminary/Final Plat
7. FEMA flood plain mapping/LOMR/CLOMR
8. Traffic Study/Analysis/Signal plan preparation
9. United States Corps of Engineers permit preparation and/or processing
10. Historical and archeological investigations
11. Construction staking services
12. Legal descriptions and easement documents
13. Construction phase storm water pollution prevention plan (SWPPP) or services
14. Wetlands Survey and/or Delineation
15. Environmental studies/reports
16. Noise Study
17. Retaining/Decorative wall plans and structural calculations.
18. Upstream or downstream storm drainage analysis
19. Waste management plan (WMP)

20. Any other work tasks not specifically set forth in Section I - Scope of Services.

IV. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Signed Contract and Notice to Proceed
2. Access to project site
3. Agency fees (as applicable)

V. SCHEDULE:

Following receipt of your notice to proceed and a signed contract we anticipate requiring:

- 8 weeks to complete the Design Development;
- 16 weeks to complete the Construction Documents; and
- 6 weeks to complete the bid/permitting.

Construction is estimated to take 8 months to complete. Construction administration will be provided for the duration of construction on the project.

VI. DISCLOSURE:

For proposing architectural services, we are required by the TBAE Rules and Regulation of the Board Regulating the Practice of Architecture, to disclose that our services are provided under the jurisdiction of the Texas Board of Architectural Examiners and that complaints regarding professional practices of persons registered as architects in Texas may be made to TBAE, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone 512-305-9000.

VII. TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this Agreement between Huitt-Zollars, Inc. (HZI) and Texoma Area Paratransit System (TAPS) (Client):

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

3. STANDARD OF CARE

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the "Standard of Care"). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TIME OF PERFORMANCE

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

5. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

6. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

7. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

8. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

9. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that HZI's scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI's services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

10. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in accordance with the terms of this Agreement. Whether periodic, more extensive or full-time

project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

11. JOBSITE SAFETY

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

12. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

13. COPYRIGHTS AND LICENSES

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

HZI grants to the Client a nonexclusive revocable license to use HZI's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this

Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI's subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.

In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

14. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

16. INSURANCE

HZI shall maintain the following insurance until termination of this Agreement EXCEPT Professional Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if reasonably commercially available, for

three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement.

- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 18.

17. COMPLIANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effect prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

18. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and HZI shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

19. USE OF SUBCONSULTANTS

HZI may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

20. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

21. AUTHORITY TO EXECUTE THIS AGREEMENT:

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

22. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. ENERGY CONSERVATION REQUIREMENTS

HZI agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

24. CLEAN WATER REQUIREMENTS

- 1) HZI agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. HZI agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) HZI also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

25. ACCESS TO RECORDS

HZI agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case HZI agrees to maintain same until the CS, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

26. FEDERAL CHANGES

HZI shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between TxDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. HZI's failure to so comply shall constitute a material breach of this contract.

27. CLEAN AIR REQUIREMENTS

- 1) HZI agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. HZI agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) HZI also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a

regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

29. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 1) The Client and HZI acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the expressed written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Client, HZI, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) HZI agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 1) HZI acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. P 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, HZI certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, HZI further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on HZI to the extent the Federal Government deems appropriate.
- 2) HZI also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on HZI, to the extent the Federal Government deems appropriate.
- 3) HZI agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

31. CIVIL RIGHTS REQUIREMENTS

- 1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, HZI agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, HZI agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §

5332, HZI agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Ps 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. HZI agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, HZI agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as 14 amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, HZI agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, HZI agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, HZI agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. P 1630, pertaining to employment of persons with disabilities. In addition, HZI agrees to comply with any implementing requirements FTA may issue.

3) HZI also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. STATE AND LOCAL DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Client's procurement documents, the Client should consult with their local attorney.

33. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. HZI shall not perform any act, fail to perform any act, or refuse to comply with any Client requests, which would cause Client to be in violation of the FTA/TxDOT terms and conditions.

34. CONFLICT OF INTEREST

1) HZI covenants that both itself, its principals and its subcontractors presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any

manner or degree with the performance of services required to be performed under this Contract.

- 2) Prior to entering into this Contract, HZI is required to inform Client of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to HZI, or may impact the HZI's objectivity in performing the contract work.

35. TERMINATION PROVISIONS

If HZI does not perform the service in accordance with the contract provisions and HZI fails to provide the service as requested herein, Client may terminate the contract for default. Termination shall be effected by serving a notice of termination on HZI setting forth the manner in which HZI is in default. HZI will only be paid the contract price for service rendered up to the date of the notice from Client.

36. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- 1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The assigned DBE goal for participation in the work to be performed under this contract is 0% of the contract amount.
- 2) Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:
 - i. The names and addresses of DBE firms that will participate in this contract;
 - ii. A description of the work each DBE will perform;
 - iii. The dollar amount of the participation of each DBE firm participating;
 - iv. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - v. Written documentation from the DBE that it is participating in the contract as provided in HZI's commitment; and
 - vi. If the contract goal is not met, evidence of good faith efforts to do so. Bidders/Offerors must present the information required above prior to contract award (see 49 CFR 26.53(3)).
- 3) HZI must promptly notify the Client whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. HZI may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Client.
- 4) Prompt Payment (DBE and subcontractors) - HZI is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after HZI's receipt of payment for that work from the Client. In addition, HZI is required to return any retainage payments to those subcontractors within 10 calendar days after the subcontractor's work related to this contract is satisfactorily completed.

37. SUSPENSION AND DEBARMENT

This RFQ is a covered transaction for purposes of 49 CFR 29. As such, HZI is required to verify that none of HZI's principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. HZI

is required to comply with 49 CFR 29, P C and must include the requirement to comply with 49 CFR 29, P C in any lower-tiered transaction it enters into. By signing and submitting its bid, the HZI certifies as follows: The certification in this clause is a material representation of fact relied upon by Client. If it is later determined that HZI knowingly rendered an erroneous certification, in addition to remedies available to the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. HZI further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. BREACH AND DISPUTE RESOLUTION

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Client. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, HZI mails or otherwise furnishes a written appeal to the Program Manager. In connection with any such appeal, HZI shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Program Manager shall be binding upon HZI and HZI shall abide by the decision.

Performance during Dispute: Unless otherwise directed by Client, HZI shall continue performance under the contract while matters in dispute are being solved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Client and HZI arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court in Travis County, State of Texas where Client is located.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Client or HZI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

39. LOBBYING (31 U.S.C. 1352, 49 CFR P 19, 49 CFR P 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L.104-65 (to be codified at 2 U.S.C. § 1601, et seq.) – HZI, if this Agreement is for \$100,000 or more, shall file the certification required by 49 CFR P 20, "New Restrictions on Lobbying," and shall include this clause in each subcontract for \$100,000 or more and shall require its inclusion in all lower tier transactions for \$100,000 or more. "Each contractor tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Client, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant

or any other award covered by 31 U.S.C. 1352. Each contractor tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from contractor tier up to the Client.

40. ADA ACCESS

1. HZI agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. HZI also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CS agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. P 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. P 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. P 1192 and 49 C.F.R. P 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. P 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. P 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. P 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. P 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R.P 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. P 609; and
11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

41. FLY AMERICA

Definitions. As used in this clause —

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, HZI, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that HZI selects a carrier other than a U.S.-flag air carrier for international air transportation, HZI shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

HZI shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

42. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

HZI certifies that it:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If HZI cannot so certify, the Client will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

Flow-Down. The Client agrees to require HZI to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

43. NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Client must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Client must include a similar notification requirement in

its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

The Client must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Client is located, if the Client has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

44. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. HZI shall grant the Client intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, HZI may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may HZI authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial

reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by HZI using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, HZI performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, HZI agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by HZI of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. HZI shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by HZI and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that HZI identifies those data in writing at the time of delivery of the Contract work. HZI agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

45. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information. See also § 200.471.

46. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

HZI is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by HZI or Agency.

Distracted Driving

HZI agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

47. SEISMIC SAFETY

HZI agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. HZI also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance

with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

48. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

49. SEVERABILITY

HZI agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

50. TERMINATION/SUSPENSION

Termination for Convenience (General Provision)

The Client may terminate this contract, in whole or in part, at any time by written notice to HZI when it is in the Client's best interest. HZI shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. HZI shall promptly submit its termination claim to the Client to be paid. If HZI has any property in its possession belonging to the Client, HZI will account for the same, and dispose of it in the manner the Client directs.

Termination for Default [Breach or Cause] (General Provision)

If HZI does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, HZI fails to perform in the manner called for in the contract, or if HZI fails to comply with any other provisions of the contract, the Client may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on HZI setting forth the manner in which HZI is in default. HZI will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Client that HZI had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of HZI, the Client, after setting up a new delivery of performance schedule, may allow HZI to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Client, in its sole discretion may, in the case of a termination for breach or default, allow HZI [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If HZI fails to remedy to Client's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by HZI of written notice from Client setting forth the nature of said breach or default, the Client shall have the right to terminate the contract without any further obligation to HZI. Any such termination for default shall not in any way operate to preclude the Client from also pursuing all available remedies against HZI and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Client elects to waive its remedies for any breach by HZI of any covenant, term or condition of this contract, such waiver by Client shall not limit Client's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience or Default (Architect and Engineering)

The Client may terminate this contract in whole or in part, for the Client's convenience or because of the failure of HZI to fulfill the contract obligations. The Client shall terminate by delivering to HZI a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, HZI shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Client has a royaltyfree, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Client, the Client's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of HZI to fulfill the contract obligations, the Client may complete the work by contract or otherwise and HZI shall be liable for any additional cost incurred by the Client.

If, after termination for failure to fulfill contract obligations, it is determined that HZI was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Client.

51. TRAFFICKING IN PERSONS

HZI agrees that it and its employees that participate in the Client's Award, may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

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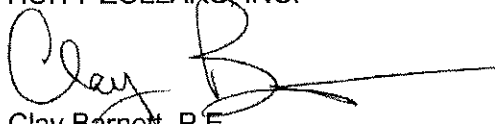
52. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE PROCEEDS OF THE AVAILABLE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT.

VIII. AUTHORIZATION: _____

Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail to cbarnett@huitt-zollars.com. We will schedule the above services as soon as we receive your authorization. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,
HUITT-ZOLLARS, INC.


Clay Barnett, P.E.
Vice President

**Accepted and Approved for
TEXOMA AREA PARATANSIT SYSTEM**

(Signature)

(Name)

(Title)

(Date)

Attachments:

- A- Hourly Rate Schedule
- B- Standard ALTA Requirements

Attachment A

Hourly Rate Schedule

HUITT-ZOLLARS

Dallas/Fort Worth Office

2023

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$310.00
Sr. Project Manager	\$285.00
QA Manager	\$250.00
Design Principal	\$310.00
Sr. Structural Engineer	\$270.00
Project Manager	\$240.00
Sr. Civil Engineer	\$250.00
Sr. Mechanical Engineer	\$250.00
Sr. Electrical Engineer	\$250.00
Civil Engineer	\$180.00
Structural Engineer	\$195.00
Mechanical Engineer	\$180.00
Electrical Engineer	\$180.00
Plumbing Engineer	\$180.00
EIT	\$150.00
Sr. Architect	\$250.00
Sr. NL Architectural Staff	\$170.00
Architect	\$165.00
Architect Intern 1	\$100.00
Architect Intern 2	\$115.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$300.00
Planner	\$165.00
Planner Intern	\$130.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$175.00
Designer	\$140.00
Sr. CADD Technician	\$160.00
CADD Technician	\$110.00

Interior Design

Sr. Interior Designer	\$ 155.00
Interior Designer	\$ 125.00
Interior Designer	\$ 100.00

Survey

Survey Manager	\$240.00
Sr. Project Surveyor	\$200.00
Project Surveyor	\$150.00
Sr. Survey Technician	\$130.00
Survey Technician	\$120.00

Survey Crews

1-Person Survey Crew	\$120.00
2-Person Survey Crew	\$180.00
3-Person Survey Crew	\$205.00

Construction

Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Resident Project Representative	\$200.00
Resident Project Representative	\$140.00
Sr. Construction Inspector	\$130.00

Administrative

Sr. Project Support	\$115.00
Project Support	\$100.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Attachment B

Conceptual Design Prepared by Huitt-Zollars, Inc.

HUITZOLLARS
500 W 7TH STREET, SUITE 300
FORT WORTH, TX
76102
817-335-3000
www.huitzollars.com
ADVANCEDDESIGN™

GoTaps
Energy Transition
SOLUTIONS

**TAPS ADMIN
&
OPERATIONS
BUILDING**

6104 TEXOMA PIKEY
SHERMAN, TX 75090

PROJECT NO.: 18589.01
DRAWN BY: AJR
REVIEWED BY: Cheah
APPROVED BY: Aghav
ISSUE DRAWING LOG:

NO.	DATE	DESCRIPTION

**EXISTING
SITE PLAN**

AS-101

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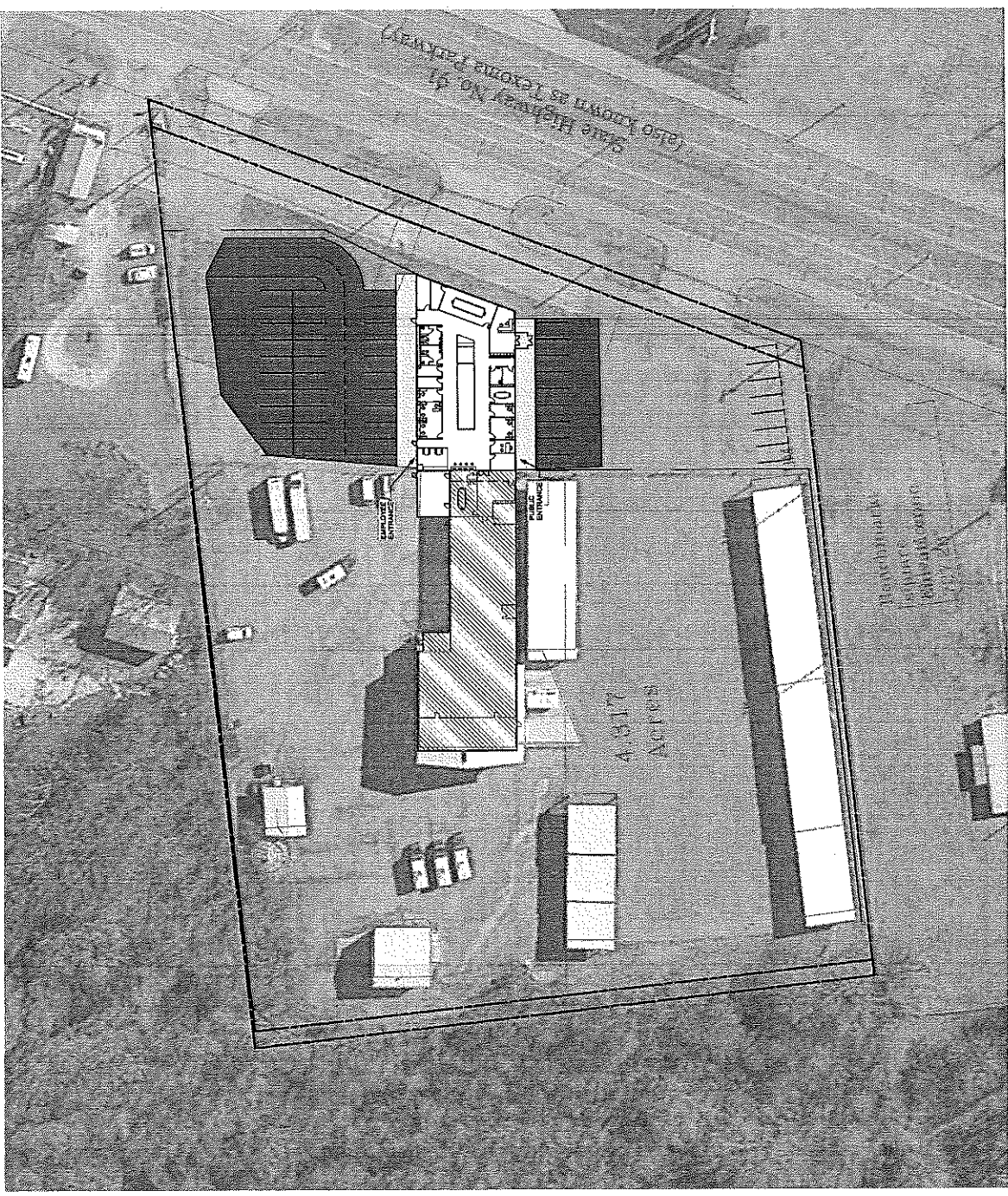
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1/17/2022 12:52 PM

PROJECT NO.:	15038 01
DRAWN BY:	Amie
REVIEWED BY:	Chase
APPROVED BY:	Appone
ISSUE DRAWING LOG:	

5 4 3 2 1



PARKING COUNT

- EMPLOYEE : 30 SPOTS
- PUBLIC : 16 SPOTS
- ADA HANDICAP PARKING SPOTS NOT LOCATED.

PAVEMENT QUANTITIES

- ASPHALT : 17518 SF
- CONCRETE : 2538 SF

1 SITE - PREFERRED OPTION
12/14/2017

HUIT-ZOLLARS
 500 W 7TH STREET, SUITE 300
 FORT WORTH, TX
 76102
 817-395-3000
 www.huit-zollars.com

ADVANCEDESIGN™



TAPS ADMIN & OPERATIONS BUILDING

6104 TEXOMA PKWY
 SHERMAN, TX 75090

PROJECT NO.: 18020.01
 DRAWN BY: AJL/ML
 REVIEWED BY: CH/ML
 APPROVED BY: A/ML
 ISSUE DRAWING LOG:

PROPOSED FLOOR PLAN

A-101A

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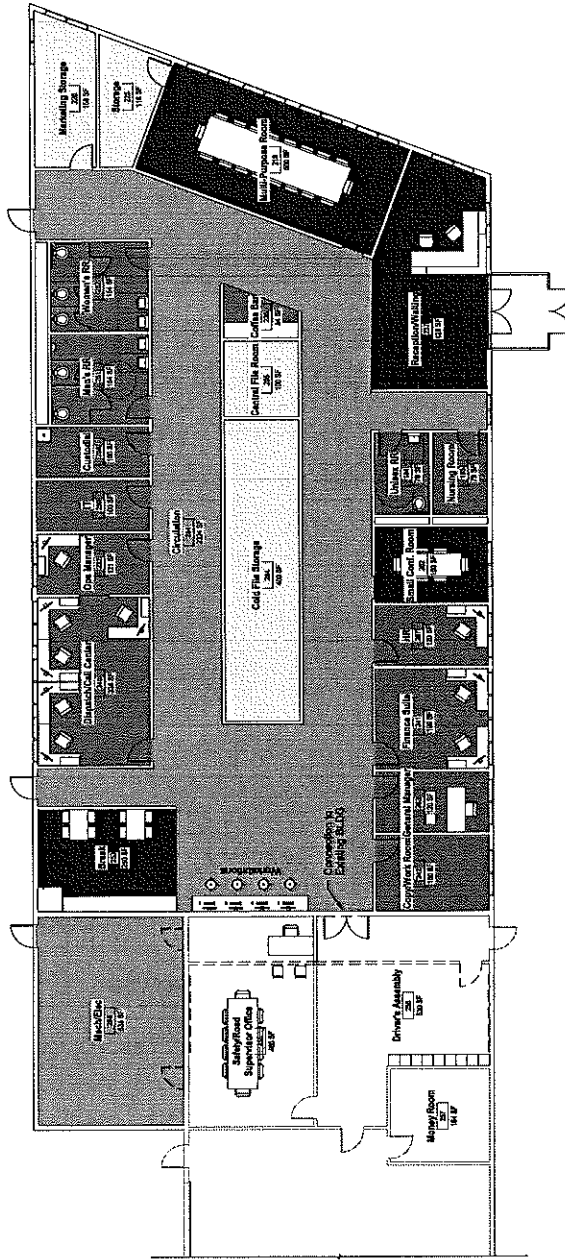
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OVERVIEW

- ADDITION: 7,277 SF
- EXISTING AREA TO BE RENNOVATED: 1,220 SF
- PUBLIC ENTRY TO SOUTH
- EMPLOYEE ENTRANCE TO NORTH
- OFFICES ON EXTERIOR TO CAPTURE MORE NATURAL LIGHTING.
- ALL PUBLIC AREAS ARE LOCATED IN CLOSE PROXIMITY TO THE ENTRANCE OF THE SITE TO MINIMIZE ANY POV TRAFFIC IN TAPS VEHICLE MAINTENANCE/STORAGE AREAS.
- UNDER-UTILIZED SPACE OF EXISTING BUILDING REPURPOSED TO BETTER SERVE OVERALL PROGRAMMATIC REQUIREMENTS.



1 FIRST FLOOR PLAN - PREFERRED OPTION
 1/8" = 1'-0"

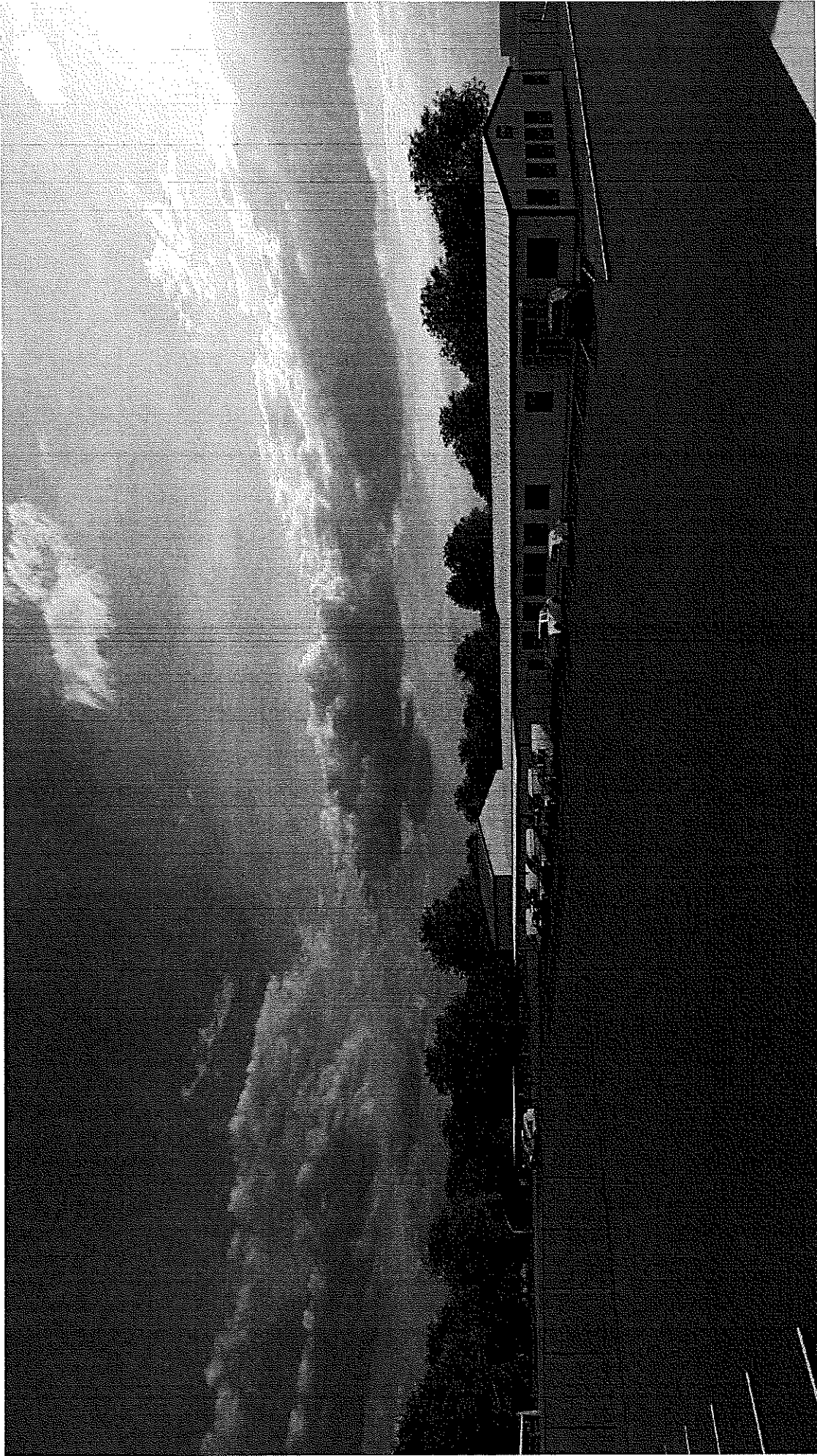
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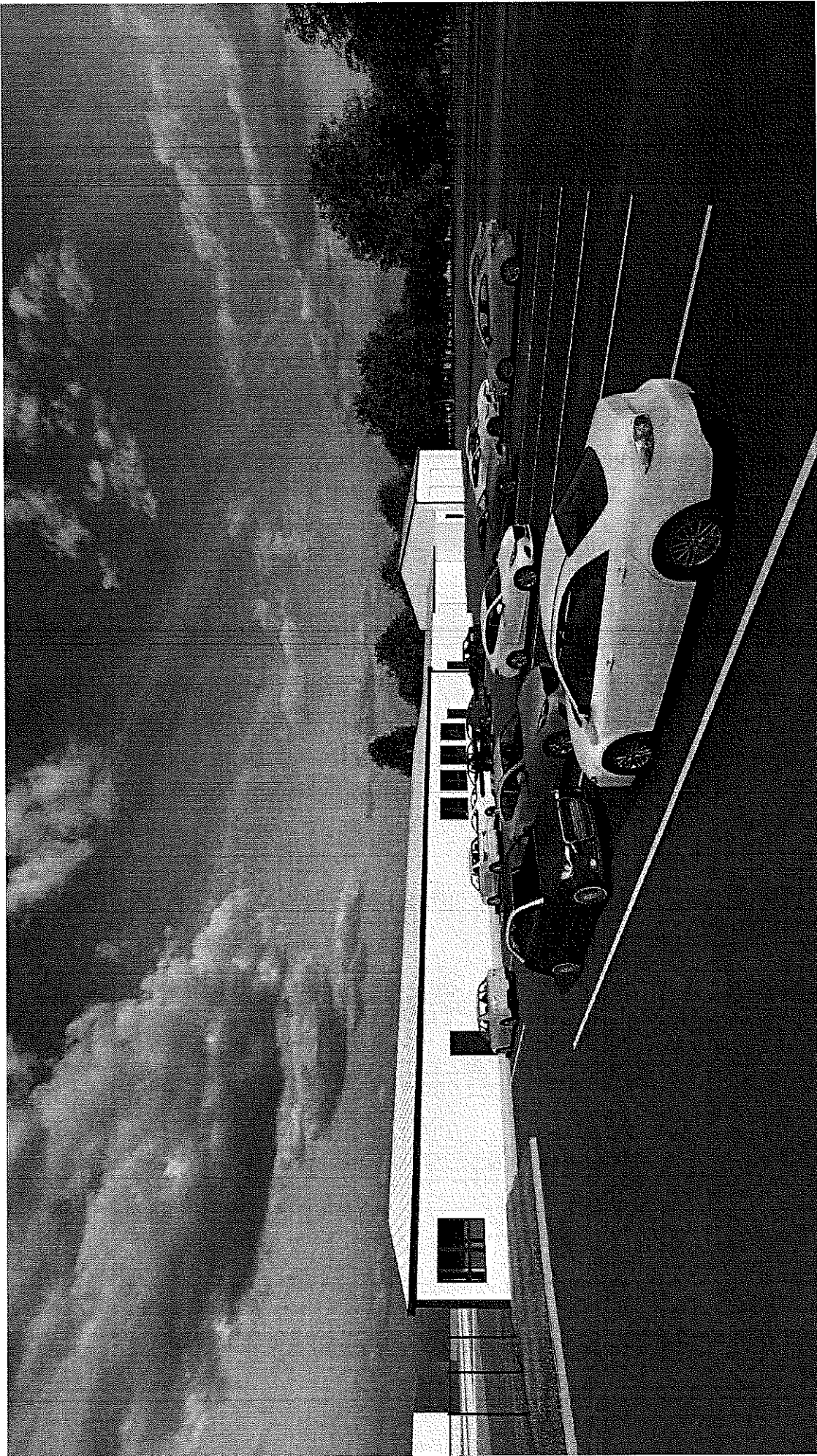
TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

SE ENTRANCE



HUITZOLIARS

500 W. 7TH ST, STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



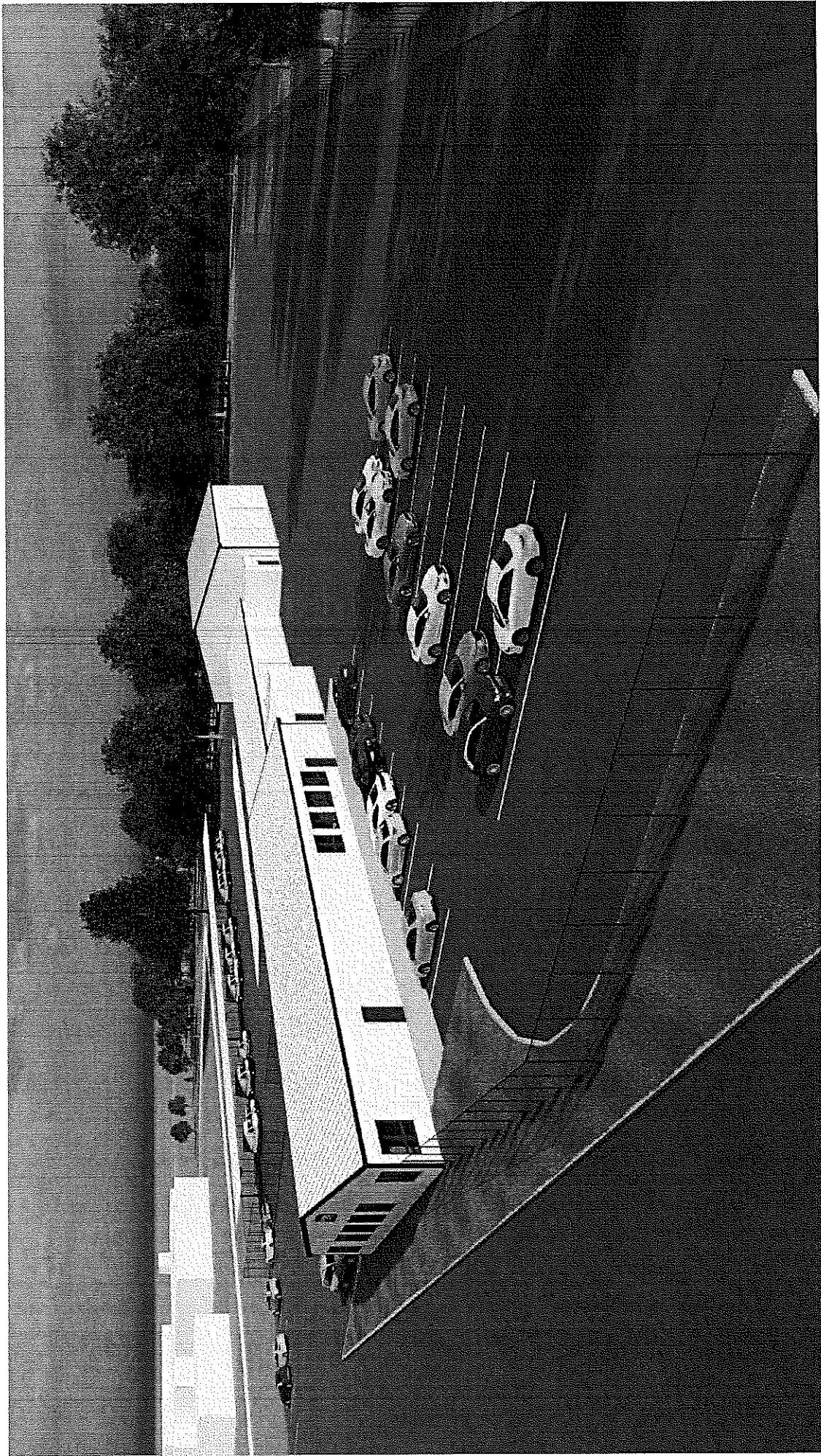
TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

NE ENTRANCE



HUITZOLLARS

500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

NE OVERVIEW



HUTT-ZOLLARS

500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

SE OVERVIEW



HUITZOLLARS

500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

TEXOMA PKWY FRONTAGE



HUTT-ZOLLARS

500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

SW VEHICLE STORAGE



HUTT-ZOLLARS
500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025



TAPS PUBLIC TRANSIT
ADMIN AND OPERATIONS FACILITY
6104 Texoma Pkwy, Sherman, TX 75090
10/14/2022

PUBLIC ENTRANCE



HUTT-ZOLLARS

500 W. 7TH ST. STE. 300 FORT WORTH, TEXAS 76102
PHONE 817-335-3000 FAX 817-335-1025

BANK REPORT

TEXOMA AREA PARATRANSIT SYSTEM, INC BOARD REPORT - BANK DETAIL

End of Month Totals
May 2023

Landmark Bank Acct # 9534

Balance at 4/30/2022	\$ 35,195.07
Deposits	95,706.00
Debits	<u>(130,901.07)</u>
Account Balance at 5/31/2022	<u>\$ -</u>

Landmark Bank Acct # 9693

Balance at 4/30/2022	\$ 188,969.75
Deposits	8,664.49
Debits	<u>(10.00)</u>
Account Balance at 5/31/2022	<u>\$ 197,624.24</u>

Checks/Debits

TRANSFER TO NEW ACCOUNT	\$ 130,881.07
Bank fee	\$ 20.00

Deposits/Credits

FTA Reimbursements	\$ 95,706.00
--------------------	--------------

\$ 130,901.07

\$ 95,706.00

Landmark Bank Acct # 6968

Balance at 4/30/2022	\$ 460,805.65
Deposits	466,206.81
Debits	<u>(379,741.83)</u>
Account Balance at 4/30/2022	<u>\$ 547,270.63</u>

Checks/Debits

Transfer for vehicles sold	\$ 8,645.00
Transfer to old account	\$ 93,896.00
Covered Parking	\$ 45,233.00
Transdev	\$ 231,967.83
	<u>\$ 379,741.83</u>

Deposits/Credits

Transfer from 9534 Acct	\$ 224,777.07
TXDOT Reimbursements	\$ 232,502.00
Farebox	\$ 3,025.12
Local Contributions	\$ 5,883.34
Interest and fees	\$ 19.28
	<u>\$ 466,206.81</u>

* Local Contributions Honey Grove, Cooke County United Way, Ronald McDonald, Grayson County United Way

TEXOMA AREA PARATRANSIT SYSTEM, INC

BOARD REPORT - BANK DETAIL

End of Month Totals

June 2023

Landmark Bank Acct # 6968

Balance at 5/31/2022	\$ 547,270.63
Deposits	216,314.84
Debits	(456,707.05)
Account Balance at 6/30/2022	<u>\$ 306,878.42</u>

Landmark Bank Acct # 9693

Balance at 5/31/2022	\$ 197,624.24
Deposits	25.99
Debits	(5.00)
Account Balance at 6/30/2022	<u>\$ 197,645.23</u>

Checks/Debits

Transdev	\$ 224,690.51
Transdev	\$ 232,016.54

\$ 456,707.05

Deposits/Credits

TXDOT Reimbursements	\$ 161,911.00
FTA Reimbursements	\$ 49,257.00
Farebox	\$ 4,253.00
Local Contributions	\$ 883.34
Interest income and fees	\$ 10.50

\$ 216,314.84

* Local Contributions Honey Grove, Grayson County United Way

TEXOMA AREA PARATRANSIT SYSTEM, INC

BOARD REPORT - BANK DETAIL

End of Month Totals

July 2023

Landmark Bank Acct # 9534

Balance at 6/30/2022	\$ 306,878.42
Deposits	192,250.19
Debits	(228.22)
Account Balance at 7/31/2022	<u>\$ 498,900.39</u>

Landmark Bank Acct # 9693

Balance at 6/30/2022	\$ 197,645.23
Deposits	23.55
Debits	-
Account Balance at 7/31/2022	<u>\$ 197,668.78</u>

Checks/Debits

Brenda Davis for training	\$ 228.22
---------------------------	-----------

Deposits/Credits

TXDOT Reimbursement	\$ 153,098.00
Farebox	\$ 3,125.07
Local Contributions	\$ 36,013.34
Interest and fees	\$ 13.78

\$ 228.22

\$ 192,250.19

* Local Contributions City of Denison, Honey Grove, Wise County United Way, City of Sherman-CDBG, Grayson County



Simmons Bank

MEMBER FDIC
P.O. Box 7009
Pine Bluff, AR 71611-7009

Return Service Requested

Date 5/31/23 Page 1
Primary Account XXXXXXXXXXXX9534
Enclosures

24 Hour Telephone Banking:
(877) 245-1234 Toll Free

www.simmonsbank.com

Customer Service:
(866) 246-2400 Toll Free

30900 1 AV 0.471 108

Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman, TX 75090-2128

CHECKING ACCOUNTS

Simply Business 250 Checking	Account Number XXXXXXXXXXXX9534	Number of Enclosures	0
Previous Balance	35,195.07	Statement Dates	5/01/23 thru 5/31/23
2 Deposits/Credits	95,706.00	Days in the statement period	31
2 Checks/Debits	130,901.07	Average Ledger	13,301.98
Service Charge	.00	Average Collected	13,301.98
Interest Paid	.00		
Current Balance	.00		

Deposits and Additions		
Date	Description	Amount
5/09	MISC PAY FTA1 TREAS 310 P69950000690800	27,830.00
5/09	MISC PAY FTA1 TREAS 310 P69950000690800	67,876.00

Checks and Withdrawals		
Date	Description	Amount
5/05	Account Analysis Charge	20.00-

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount
5/11		130,881.07

* Denotes skip in sequential check numbers

Daily Balance Information			
Date	Balance	Date	Balance
5/01	35,195.07	5/09	130,881.07
5/05	35,175.07	5/11	.00

***** Thank you for banking with Simmons Bank. *****
***** END OF STATEMENT *****

1-4SPB-DDAs-01 230601
00001-00001-030900 000502105



Simmons Bank

MEMBER FDIC
P.O. Box 7009
Pine Bluff, AR 71611-7009

Return Service Requested

Date 5/31/23 Page 1
Primary Account XXXXXXXXXXXX6968
Enclosures 9

24 Hour Telephone Banking:
(877) 245-1234 Toll Free

www.simmonsbank.com

Customer Service:
(866) 246-2400 Toll Free

30808 1 AV 0.471 108

Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman, TX 75090-2128

CHECKING ACCOUNTS

Simply Business 500 Checking		Number of Enclosures	9
Account Number	XXXXXXXXXXXX6968	Statement Dates	5/01/23 thru 5/31/23
Previous Balance	460,805.65	Days in the statement period	31
16 Deposits/Credits	466,207.53	Average Ledger	385,003.69
5 Checks/Debits	379,756.83	Average Collected	384,825.61
Service Charge	.00	Interest Earned	14.28
Interest Paid	14.28	Annual Percentage Yield Earned	0.04%
Current Balance	547,270.63	2023 Interest Paid	14.28

Deposits and Additions

Date	Description	Amount
5/04	Deposit	646.00
5/10	Phone/In-Person Transfer PER	130,881.07
5/10	Deposit	922.61
5/10	Deposit	2,540.50
5/15	15th 22-23 UNITED WAY OF GR 6234459	833.34
5/16	In-Person transfer credit from Acct No. XXXXXXXXXXXX9534-D	93,896.00
5/16	Deposit	2,500.00
5/17	INV-PAYMTS TX DEPT OF TRNSP 17521272678004	27,677.00
5/17	INV-PAYMTS TX DEPT OF TRNSP 17521272678004	66,219.00
5/19	INV-PAYMTS TX DEPT OF TRNSP 17521272678004	93,373.00
5/19	Deposit	701.46
5/22	INV-PAYMTS TX DEPT OF TRNSP 17521272678004	19,241.00
5/22	INV-PAYMTS TX DEPT OF TRNSP 17521272678004	25,992.00
5/24	Deposit	678.55
5/26	RelationshipRwds Cash Back	20.00
5/26	Deposit	86.00
5/31	Interest Deposit	14.28

Checks and Withdrawals

Date	Description	Amount
5/04	Transfer from x6968 to x9693	8,645.00-
5/05	Account Analysis Charge	15.00-
5/17	In-Person transfer debit to Acct No. XXXXXXXXXXXX6968-D	93,896.00-

1-4SPB-DDAs-01 230601
00001-00003-030808 000502105



Simmons Bank

MEMBER FDIC

Simply Business 500 Checking XXXXXXXXXXXX6968 (Continued)

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount
5/02	1001	45,233.00	5/01	1002	231,967.83

* Denotes skip in sequential check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
5/01	228,837.82	5/15	310,768.34	5/24	547,150.35
5/02	183,604.82	5/16	407,164.34	5/26	547,256.35
5/04	175,605.82	5/17	407,164.34	5/31	547,270.63
5/05	175,590.82	5/19	501,238.80		
5/10	309,935.00	5/22	546,471.80		

RELATIONSHIP REWARDS PROGRAM

As of 05/25/2023 This account has earned the Relationship Credit for this statement cycle. This credit will be labeled "RelationshipRwds Cash Back". Thank you for being a valued Simmons Bank customer!

Thank you for banking with Simmons Bank.

 END OF STATEMENT *****



1-4SPB-DDAs-01 230601
 00002-00003-030808 000502105

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 05/04/23
136906968

1821
644.00
2.00
646.00

#0 05/04/2023 \$646.00

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/10/23
136906968

1121
961.61
85.00
33.00
10.00
999.61

#0 05/10/2023 \$922.61

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/10/23
136906968

1284
40.50
2500.00
2540.50

#0 05/10/2023 \$2,540.50

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/16/23
136906968

6211
2500.00
2500.00

#0 05/16/2023 \$2,500.00

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/19/23
136906968

1021
691.50
10.00
701.50

#0 05/19/2023 \$701.46

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/24/23
136906968

5001
641.51
30.00
4.00
2.00
677.51

#0 05/24/2023 \$678.55

Simmons Bank DEPOSIT TICKET
NAME: TAPS
DATE: 5/26/23
136906968

1076
36.00
1020
58.00
96.00

#0 05/26/2023 \$86.00

TEXOMA AREA PARATRANSIT SYSTEM INC
DATE: 05/02/23
AMOUNT: \$45,233.00
BY: [Signature]

#1001 05/02/2023 \$45,233.00

TEXOMA AREA PARATRANSIT SYSTEM INC
DATE: 05/01/23
AMOUNT: \$231,967.83
BY: [Signature]

#1002 05/01/2023 \$231,967.83

1-4SPB-DDAS-01 230601
00003-00003-030808 000602105



Simmons Bank.

MEMBER FDIC | 866.246.2400

Date 6/30/23 Page 1
Primary Account XXXXXXXXXXXX6968
Enclosures 10

Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman TX 75090-2128

CHECKING ACCOUNTS

Simply Business 500 Checking		Number of Enclosures	10
Account Number	XXXXXXXXXXXX6968	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	547,270.63	Days in the statement period	32
15 Deposits/Credits	216,324.34	Average Ledger	353,836.68
3 Checks/Debits	456,732.05	Average Collected	353,807.41
Service Charge	.00	Interest Earned	15.50
Interest Paid	15.50	Annual Percentage Yield Earned	0.05%
Current Balance	306,878.42	2023 Interest Paid	29.78

Deposits and Additions

Date	Description	Amount
6/02	Deposit	39.00
6/08	Deposit	1,094.55
6/12	Deposit	287.50
6/13	MISC PAY FTAL TREAS 310 P69950000690800	16,928.00
6/13	MISC PAY FTAL TREAS 310 P69950000690800	32,329.00
6/14	Deposit	580.50
6/15	15th 22-23 UNITED WAY OF GR 6305607	833.34
6/15	Deposit	665.35
6/22	Deposit	50.00
6/22	Deposit	770.52
6/27	RelationshipRwds Cash Back	20.00
6/28	INV-PAYMTS TX DEPT OF TRNSP 17521272678004 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230626~2043~U~00304~ 000000001~0~P~>\ ST~820~002059030\ BPR~X~16928~C~ACH~CTX~01~07110 0269~~~1746000089~~~01~08290043 2~DA~00000000136906968~230628~ VEN\ TRN~1~2059030\ N1~PE~TEXOMA AREA PARATRANST SYSTEMINC~49~17521272678004\ N1~PR~TX DEPT OF TRNSP~75~601\ PER~CN~~TE~5124865633\ 	16,928.00



Simmons Bank.

MEMBER FDIC | 866.246.2400

Date 6/30/23 Page 2
Primary Account XXXXXXXXXXXX6968
Enclosures 10

Simply Business 500 Checking XXXXXXXXXXXX6968 (Continued)

Deposits and Additions

Date	Description	Amount
6/28	ENT~1\ RMR~IV~5130903262300710~AI~169 28\ REF~43~94428215001\ REF~CR~~OPERATING - 30.09.01\ SE~11~002059030\ INV-PAYMTS TX DEPT OF TRNSP 59,607.00 17521272678004 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230626~2043~U~00304~ 000000001~0~P~>\ ST~820~002059029\ BPR~X~59607~C~ACH~CTX~01~07110 0269~~~1746000089~~~01~08290043 2~DA~00000000136906968~230628~ VEN\ TRN~1~2059029\ N1~PE~TEXOMA AREA PARATRANSIT SYSTEMINC~49~17521272678004\ N1~PR~TX DEPT OF TRNSP~75~601\ PER~CN~~TE~5124865633\ ENT~1\ RMR~IV~5121803332300709~AI~596 07\ REF~43~94428214001\ REF~CR~~OPERATING - 30.09.01\ SE~11~002059029\ INV-PAYMTS TX DEPT OF TRNSP 85,376.00 17521272678004 ISA~00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230626~2043~U~00304~ 000000001~0~P~>\ ST~820~002059028\ BPR~X~85376~C~ACH~CTX~01~07110 0269~~~1746000089~~~01~08290043 2~DA~00000000136906968~230628~ VEN\ TRN~1~2059028\ N1~PE~TEXOMA AREA PARATRANSIT SYSTEMINC~49~17521272678004\ N1~PR~TX DEPT OF TRNSP~75~601\ PER~CN~~TE~5124865633\ ENT~1\ RMR~IV~5101804262300708~AI~853 76\ REF~43~94428213001\ REF~CR~~20.509 \$58836 FORMULA GRANTS FOR RURAL AREAS\ SE~11~002059028\ Deposit 815.58 Interest Deposit 15.50	

Checks and Withdrawals

Date	Description	Amount
6/05	Account Analysis Charge	25.00-

CHECKS IN NUMBER ORDER

Date	Check No	Amount	Date	Check No	Amount
6/01	1003	224,690.51	6/29	1004	232,016.54

* Denotes skip in sequential check numbers



Simmons Bank

MEMBER FDIC | 866.246.2400

Date 6/30/23 Page 3
Primary Account XXXXXXXXXXXX6968
Enclosures 10

Simply Business 500 Checking XXXXXXXXXXXX6968 (Continued)

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/01	322,580.12	6/13	373,233.17	6/28	538,063.88
6/02	322,619.12	6/14	373,813.67	6/29	306,862.92
6/05	322,594.12	6/15	375,312.36	7/02	306,878.42
6/08	323,688.67	6/22	376,132.88		
6/12	323,976.17	6/27	376,152.88		

RELATIONSHIP REWARDS PROGRAM

As of 06/25/2023 This account has earned the Relationship Credit for this statement cycle. This credit will be labeled "RelationshipRwds Cash Back". Thank you for being a valued Simmons Bank customer!

Thank you for banking with Simmons Bank.

***** END OF STATEMENT *****

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/2/2023 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED 10764 39.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 39.00

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/02 Amount: \$39.00

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/9/23 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED 1068 1082.55
10.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 1092.55
1094.55

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/08 Amount: \$1,094.55

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/10/23 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED COIN 275.00
12.50

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 287.50

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/12 Amount: \$287.50

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/14/23 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED 13689 298.00
13689 282.50

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 560.50

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/14 Amount: \$580.50

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/15/23 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED 253 641.35
10.00
10.00
4.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 665.35

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/15 Amount: \$665.35

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/22/23 BY _____

ACCOUNT NUMBER 136906968

DEPOSITED 1087 50.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 50.00

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/22 Amount: \$50.00

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/22/23 BY _____

ACCOUNT NUMBER 136900964

DEPOSITED 6279 670.52
100.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 770.52

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/22 Amount: \$770.52

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 6/29/23 BY _____

ACCOUNT NUMBER 136906964

DEPOSITED 1071 760.58
1008 10.00
45.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 815.58

⑆5000⑆0⑆2⑆⑆

Deposit Date: 06/29 Amount: \$815.58

TEXOMA AREA PARATRANSIT SYSTEM INC 1003
P.O. BOX 883-481 1003
6104 TEXOMA PKWY
SHERMAN, TX 75090-2128

Two Hundred Twenty Four Thousand Six Hundred Ninety and 31/100 Dollars

DATE 5/26/2023 AMOUNT \$224,690.51

PAY TO THE ORDER OF TRANSDEV SERVICES INC.
4157 COLLECTION CENTER DRIVE
CHICAGO, IL 60693
USA

⑆001003⑆⑆082900432⑆⑆ 136906968⑆

Check 1003 Date: 06/01 Amount: \$224,690.51

TEXOMA AREA PARATRANSIT SYSTEM INC 1004
P.O. BOX 883-481 1004
6104 TEXOMA PKWY
SHERMAN, TX 75090-2128

Two Hundred Thirty Two Thousand Sixteen and 54/100 Dollars

DATE 6/26/2023 AMOUNT \$232,016.54

PAY TO THE ORDER OF TRANSDEV SERVICES INC.
4157 COLLECTION CENTER DRIVE
CHICAGO, IL 60693
USA

⑆001004⑆⑆082900432⑆⑆ 136906968⑆

Check 1004 Date: 06/29 Amount: \$232,016.54

ADDRESS OR NAME CHANGES – You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail, we may impose a service fee.

IF YOUR ADDRESS IS INCORRECT, MARK THROUGH THE ADDRESS SHOWN ON THE FRONT OF THIS STATEMENT. COMPLETE THE FORM AT THE RIGHT, DETACH AND MAIL TO P. O. BOX 7009, PINE BLUFF, AR 71603-7009.

PLEASE CHANGE MY ADDRESS TO:		
STREET		
CITY	STATE	ZIP CODE
EFFECTIVE DATE	SIGNATURE	

PLEASE CHANGE MY ADDRESS ON FOLLOWING ACCOUNTS.

List all accounts you want changed. We will change only the accounts you indicate since some customers prefer to maintain separate account addresses.

TYPE OF ACCOUNT	CHECKING	SAVINGS	LOAN	CD	ATM / DEBIT CARD	OTHER
ACCOUNT NUMBER						
ACCOUNT NUMBER						

PLEASE EXAMINE YOUR STATEMENT PROMPTLY AND NOTIFY US OF ANY ERRORS

RECONCILEMENT INFORMATION

- (1) Balance now shown in your checking..... \$ _____
- (2) Add interest shown on the statement \$ _____
- (3) Subtract bank charges included in this statement. (be sure to enter any Bank charges and unrecorded checks in your checkbook)..... \$ _____
- NEW BALANCE SHOWN
IN YOUR CHECKBOOK..... \$ _____
- (4) Last balance shown on this statement..... \$ _____
- (5) Add total of those deposits which have been made and shown in your checkbook, but not yet shown on this statement..... \$ _____
- SUB-TOTALS \$ _____
- (6) List outstanding checks below (checks which are shown in your checkbook, but not yet paid by the bank.)

These 6 Fast, Easy Steps Will Reconcile The Balance Shown On This Statement With The Balance Shown In Your Checkbook

CHECK NUMBER	AMOUNT	CHECK NUMBER	AMOUNT
TOTAL			\$ _____

THESE TWO FIGURES SHOULD BE THE SAME

If they are not the same, recheck your figures. If still not the same, please call Customer Service.
1-866-246-2400 Toll Free

SUBTRACT THIS TOTAL OF OUTSTANDING CHECKS FROM SUB-TOTAL ABOVE \$ _____

ELECTRONIC TRANSFER ERROR RESOLUTION NOTICE (CONSUMER ACCOUNTS ONLY)

In case of Errors or Questions about your Electronic Transfer, call us at 1-866-246-2400 or write to us at P. O. Box 7009, Pine Bluff, AR 71611-7009, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or a receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman TX 75090-2128

CHECKING ACCOUNTS

Simply Business 500 Checking		Number of Enclosures	9
Account Number	XXXXXXXXXXXX6968	Statement Dates	7/03/23 thru 7/31/23
Previous Balance	306,878.42	Days in the statement period	29
12 Deposits/Credits	192,256.41	Average Ledger	348,083.12
2 Checks/Debits	248.22	Average Collected	346,891.91
Service Charge	.00	Interest Earned	13.78
Interest Paid	13.78	Annual Percentage Yield Earned	0.05%
Current Balance	498,900.39	2023 Interest Paid	43.56

Deposits and Additions

Date	Description	Amount
7/05	Deposit	30.50
7/06	Deposit	764.60
7/10	Deposit	2,500.00
7/14	15th 22-23 UNITED WAY OF GR 6424667	833.34
7/14	Deposit	649.05
7/19	Deposit	931.20
7/20	Deposit	11,680.00
7/26	RelationshipRwds Cash Back	20.00
7/26	INV-PAYMTS TX DEPT OF TRNSP 17521272678004 ISA-00~0000000000~00~000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230724~2056~U~00304~ 000000001~0~P~>\ ST~820~002877430\ BPR~X~63649~C~ACH~CTX~01~07110 0269~~~1746000089~~01~08290043 2~DA~00000000136906968~230726~ VEN\ TRN~1~2877430\ N1~PE~TEXOMA AREA PARATRANSIT SYSTEMINC~49~17521272678004\ N1~PR~TX DEPT OF TRNSP~75~601\ PER~CN~~TE~5124865633\ ENT~1\ RMR~IV~5121803332300817~AI~636 49\ REF~43~94467933001\ REF~CR~~OPERATING - 30.09.01\ SE~11~002877430\ 	63,649.00



Simmons Bank.

MEMBER FDIC | 866.246.2400

Date 7/31/23 Page 2
Primary Account XXXXXXXXXXXX6968
Enclosures 9

Simply Business 500 Checking XXXXXXXXXXXX6968 (Continued)

Deposits and Additions

Date	Description	Amount
7/26	INV-PAYMTS TX DEPT OF TRNSP 17521272678004 ISA~00~0000000000~00~0000000000 0~ZZ~1746000089 ~ZZ~JPMORG AN CHASE ~230724~2056~U~00304~ 000000001~0~P~>\ ST~820~002877428\ BPR~X~89449~C~ACH~CTX~01~07110 0269~1746000089~01~08290043 2~DA~00000000136906968~230726~ VEN\ TRN~1~2877428\ N1~PE~TEXOMA AREA PARATRANSIT SYSTEMINC~49~17521272678004\ N1~PR~TX DEPT OF TRNSP~75~601\ PER~CN~TE~5124865633\ ENT~1\ RMR~IV~5101804262300815~AI~894 49\ REF~43~94467931001\ REF~CR~20.509 \$18058 FORMULA GRANTS FOR RURAL AREAS\ SE~11~002877428\ 7/28 Deposit 724.22 7/31 Deposit 21,025.50 7/31 Interest Deposit 13.78	89,449.00

Checks and Withdrawals

Date	Description	Amount
7/06	Account Analysis Charge	20.00-

CHECKS IN NUMBER ORDER

Date	Check No	Amount
7/24	1006	228.22

* Denotes skip in sequential check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
7/03	306,878.42	7/14	311,635.91	7/26	477,136.89
7/05	306,908.92	7/19	312,567.11	7/28	477,861.11
7/06	307,653.52	7/20	324,247.11	7/31	498,900.39
7/10	310,153.52	7/24	324,018.89		

RELATIONSHIP REWARDS PROGRAM

As of 07/25/2023 This account has earned the Relationship Credit for this statement cycle. This credit will be labeled "RelationshipRwds Cash Back". Thank you for being a valued Simmons Bank customer!

Thank you for banking with Simmons Bank.

***** END OF STATEMENT *****

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/5/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 10780 30.50

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 30.50

⑆5000⑆0⑆2⑆⑆

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

Cash 683.00

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/5/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 3823 30.00

Con 51.60

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 564.10

⑆5000⑆0⑆2⑆⑆

Deposit Date: 07/05 Amount: \$30.50

Deposit Date: 07/06 Amount: \$764.60

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/10/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 2500 2500.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 2500.00

⑆5000⑆0⑆2⑆⑆

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/14/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 524 25.00

1624.05

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 649.05

⑆5000⑆0⑆2⑆⑆

Deposit Date: 07/10 Amount: \$2,500.00

Deposit Date: 07/14 Amount: \$649.05

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/19/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 882.80 882.80

20 10.00

123 35.00

4.00 4.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 931.20

⑆5000⑆0⑆2⑆⑆

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/20/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 15405 7875.00

508218 875.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 11640.00

⑆5000⑆0⑆2⑆⑆

Deposit Date: 07/19 Amount: \$931.20

Deposit Date: 07/20 Amount: \$11,680.00

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/28/23 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 254 214.22

10.00 10.00

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 724.22

⑆5000⑆0⑆2⑆⑆

Simmons Bank. DEPOSIT TICKET
TRAN CODE CASH

NAME TAPS SIGN HERE FOR CASH RECEIVED

ADDRESS _____

CITY/STATE _____

DATE 7/31/2023 BY _____
ACCOUNT NUMBER 136 906 968

DEPOSITED 21400 21000.00

10803 21.50

TOTAL FROM OTHER SIDE _____

LESS CASH RECEIVED _____

NET DEPOSIT \$ 21021.50

⑆5000⑆0⑆2⑆⑆

Deposit Date: 07/28 Amount: \$724.22

Deposit Date: 07/31 Amount: \$21,025.50

TEXOMA AREA PARATRANSIT SYSTEM INC 1006
74 003-863-001
8104 TEXOMA PIKE
SHERMAN, TX 75090-2128

DATE 7/19/2023 AMOUNT \$228.22

PAY TO THE ORDER OF BRENDA DAVIS
TO THE 95 PLANTATION AVE
OTTSBORO, TX 75076
USA

⑆001006⑆ ⑆082900432⑆ ⑆36906968⑆

Check 1006 Date: 07/24 Amount: \$228.22

ADDRESS OR NAME CHANGES – You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail, we may impose a service fee.

IF YOUR ADDRESS IS INCORRECT, MARK THROUGH THE ADDRESS SHOWN ON THE FRONT OF THIS STATEMENT. COMPLETE THE FORM AT THE RIGHT, DETACH AND MAIL TO P. O. BOX 7009, PINE BLUFF, AR 71603-7009.

PLEASE CHANGE MY ADDRESS TO:		
STREET		
CITY	STATE	ZIP CODE
EFFECTIVE DATE	SIGNATURE	

PLEASE CHANGE MY ADDRESS ON FOLLOWING ACCOUNTS.

List all accounts you want changed. We will change only the accounts you indicate since some customers prefer to maintain separate account addresses.

TYPE OF ACCOUNT	CHECKING	SAVINGS	LOAN	CD	ATM / DEBIT CARD	OTHER
ACCOUNT NUMBER						
ACCOUNT NUMBER						

PLEASE EXAMINE YOUR STATEMENT PROMPTLY AND NOTIFY US OF ANY ERRORS

RECONCILEMENT INFORMATION

- (1) Balance now shown in your checking..... \$ _____
- (2) Add interest shown on the statement \$ _____
- (3) Subtract bank charges included in this statement. (be sure to enter any Bank charges and unrecorded checks in your checkbook)..... \$ _____
- NEW BALANCE SHOWN
IN YOUR CHECKBOOK..... \$ _____
- (4) Last balance shown on this statement..... \$ _____
- (5) Add total of those deposits which have been made and shown in your checkbook, but not yet shown on this statement..... \$ _____
- SUB-TOTALS \$ _____
- (6) List outstanding checks below (checks which are shown in your checkbook, but not yet paid by the bank.)

These 6 Fast, Easy Steps Will Reconcile The Balance Shown On This Statement With The Balance Shown In Your Checkbook

CHECK NUMBER	AMOUNT	CHECK NUMBER	AMOUNT
TOTAL			\$ _____

THESE TWO FIGURES SHOULD BE THE SAME

If they are not the same, recheck your figures. If still not the same, please call Customer Service.
1-866 246 2400 Toll Free

SUBTRACT THIS TOTAL OF OUTSTANDING CHECKS FROM SUB-TOTAL ABOVE \$ _____

ELECTRONIC TRANSFER ERROR RESOLUTION NOTICE (CONSUMER ACCOUNTS ONLY)

In case of Errors or Questions about your Electronic Transfer, call us at 1-866-246-2400 or write to us at P. O. Box 7009, Pine Bluff, AR 71611-7009, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or a receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Simmons Bank

MEMBER FDIC
P.O. Box 7009
Pine Bluff, AR 71611-7009

Return Service Requested

Date 5/31/23 Page 1
Primary Account XXXXXXXXXXXX9693
Enclosures

24 Hour Telephone Banking:
(877) 245-1234 Toll Free

www.simmonsbank.com

Customer Service:
(866) 246-2400 Toll Free

30848 1 AV 0.471 108

Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman, TX 75090-2128

CHECKING ACCOUNTS

Money Market Savings Business		Number of Enclosures	0
Account Number	XXXXXXXXXX9693	Statement Dates	5/01/23 thru 5/31/23
Previous Balance	188,969.75	Days in the statement period	31
1 Deposits/Credits	8,645.00	Average Ledger	196,769.42
1 Checks/Debits	10.00	Average Collected	196,769.42
Service Charge	.00	Interest Earned	19.49
Interest Paid	19.49	Annual Percentage Yield Earned	0.12%
Current Balance	197,624.24	2023 Interest Paid	19.49

Deposits and Additions		
Date	Description	Amount
5/04	Transfer from x6968 to x9693	8,645.00
5/31	Interest Deposit	19.49

Checks and Withdrawals		
Date	Description	Amount
5/05	Account Analysis Charge	10.00-

Daily Balance Information			
Date	Balance	Date	Balance
5/01	188,969.75	5/05	197,604.75
5/04	197,614.75	5/31	197,624.24

***** Thank you for banking with Simmons Bank. *****
***** END OF STATEMENT *****

1-4SPB-DDAs-01 230601
00001-00001-030848 000502105



Simmons Bank.

MEMBER FDIC | 868.246.2400

Date 6/30/23 Page 1
Primary Account XXXXXXXXXXXX9693
Enclosures

Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman TX 75090-2128

CHECKING ACCOUNTS

Money Market Savings Business		Number of Enclosures	0
Account Number	XXXXXXXXXXXX9693	Statement Dates	6/01/23 thru 7/02/23
Previous Balance	197,624.24	Days in the statement period	32
Deposits/Credits	.00	Average Ledger	197,619.86
1 Checks/Debits	5.00	Average Collected	197,619.86
Service Charge	.00	Interest Earned	25.99
Interest Paid	25.99	Annual Percentage Yield Earned	0.15%
Current Balance	197,645.23	2023 Interest Paid	45.48

Deposits and Additions

Date	Description	Amount
7/02	Interest Deposit	25.99

Checks and Withdrawals

Date	Description	Amount
6/05	Account Analysis Charge	5.00-

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/01	197,624.24	6/05	197,619.24	7/02	197,645.23

Thank you for banking with Simmons Bank.

***** END OF STATEMENT *****

ADDRESS OR NAME CHANGES – You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail, we may impose a service fee.

IF YOUR ADDRESS IS INCORRECT, MARK THROUGH THE ADDRESS SHOWN ON THE FRONT OF THIS STATEMENT. COMPLETE THE FORM AT THE RIGHT, DETACH AND MAIL TO P. O. BOX 7009, PINE BLUFF, AR 71603-7009.

PLEASE CHANGE MY ADDRESS TO:		
STREET		
CITY	STATE	ZIP CODE
EFFECTIVE DATE	SIGNATURE	

PLEASE CHANGE MY ADDRESS ON FOLLOWING ACCOUNTS.

List all accounts you want changed. We will change only the accounts you indicate since some customers prefer to maintain separate account addresses.

TYPE OF ACCOUNT	CHECKING	SAVINGS	LOAN	CD	ATM / DEBIT CARD	OTHER
ACCOUNT NUMBER						
ACCOUNT NUMBER						

PLEASE EXAMINE YOUR STATEMENT PROMPTLY AND NOTIFY US OF ANY ERRORS

RECONCILEMENT INFORMATION

- (1) Balance now shown in your checking..... \$ _____
- (2) Add interest shown on the statement \$ _____
- (3) Subtract bank charges included in this statement. (be sure to enter any Bank charges and unrecorded checks in your checkbook)..... \$ _____
- NEW BALANCE SHOWN IN YOUR CHECKBOOK..... \$ _____
- (4) Last balance shown on this statement..... \$ _____
- (5) Add total of those deposits which have been made and shown in your checkbook, but not yet shown on this statement..... \$ _____
- SUB-TOTALS \$ _____
- (6) List outstanding checks below (checks which are shown in your checkbook, but not yet paid by the bank.)

These 6 Fast, Easy Steps Will Reconcile The Balance Shown On This Statement With The Balance Shown In Your Checkbook

CHECK NUMBER	AMOUNT	CHECK NUMBER	AMOUNT
TOTAL			\$ _____

THESE TWO FIGURES SHOULD BE THE SAME

If they are not the same, recheck your figures. If still not the same, please call Customer Service.
1-866-246-2400 Toll Free

SUBTRACT THIS TOTAL OF OUTSTANDING CHECKS FROM SUB-TOTAL ABOVE \$ _____

ELECTRONIC TRANSFER ERROR RESOLUTION NOTICE (CONSUMER ACCOUNTS ONLY)

In case of Errors or Questions about your Electronic Transfer, call us at 1-866-246-2400 or write to us at P. O. Box 7009, Pine Bluff, AR 71611-7009, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or a receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Texoma Area Paratransit System Inc
6104 Texoma Pkwy
Sherman TX 75090-2128

CHECKING ACCOUNTS

Money Market Savings Business		Number of Enclosures	0
Account Number	XXXXXXXXXXXX9693	Statement Dates	7/03/23 thru 7/31/23
Previous Balance	197,645.23	Days in the statement period	29
Deposits/Credits	.00	Average Ledger	197,645.23
Checks/Debits	.00	Average Collected	197,645.23
Service Charge	.00	Interest Earned	23.55
Interest Paid	23.55	Annual Percentage Yield Earned	0.15%
Current Balance	197,668.78	2023 Interest Paid	69.03

Deposits and Additions

Date	Description	Amount
7/31	Interest Deposit	23.55

Daily Balance Information

Date	Balance	Date	Balance
7/03	197,645.23	7/31	197,668.78

Thank you for banking with Simmons Bank.

***** END OF STATEMENT *****

ADDRESS OR NAME CHANGES – You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If we receive returned mail, we may impose a service fee.

IF YOUR ADDRESS IS INCORRECT, MARK THROUGH THE ADDRESS SHOWN ON THE FRONT OF THIS STATEMENT. COMPLETE THE FORM AT THE RIGHT, DETACH AND MAIL TO P. O. BOX 7009, PINE BLUFF, AR 71603-7009.

PLEASE CHANGE MY ADDRESS TO:		
STREET		
CITY	STATE	ZIP CODE
EFFECTIVE DATE	SIGNATURE	

PLEASE CHANGE MY ADDRESS ON FOLLOWING ACCOUNTS.

List all accounts you want changed. We will change only the accounts you indicate since some customers prefer to maintain separate account addresses.

TYPE OF ACCOUNT	CHECKING	SAVINGS	LOAN	CD	ATM / DEBIT CARD	OTHER
ACCOUNT NUMBER						
ACCOUNT NUMBER						

PLEASE EXAMINE YOUR STATEMENT PROMPTLY AND NOTIFY US OF ANY ERRORS

RECONCILEMENT INFORMATION

- Balance now shown in your checking..... \$ _____
 - Add interest shown on the statement \$ _____
 - Subtract bank charges included in this statement. (be sure to enter any Bank charges and unrecorded checks in your checkbook)..... \$ _____
- NEW BALANCE SHOWN
IN YOUR CHECKBOOK..... \$ _____
- Last balance shown on this statement..... \$ _____
 - Add total of those deposits which have been made and shown in your checkbook, but not yet shown on this statement..... \$ _____
- SUB-TOTALS \$ _____
- List outstanding checks below (checks which are shown in your checkbook, but not yet paid by the bank.)

These 6 Fast, Easy Steps Will Reconcile The Balance Shown On This Statement With The Balance Shown In Your Checkbook

CHECK NUMBER	AMOUNT	CHECK NUMBER	AMOUNT
TOTAL			\$ _____

THESE TWO FIGURES SHOULD BE THE SAME

If they are not the same, recheck your figures. If still not the same, please call Customer Service.
1-866-246-2400 Toll Free

SUBTRACT THIS TOTAL OF OUTSTANDING CHECKS FROM SUB-TOTAL ABOVE \$ _____

ELECTRONIC TRANSFER ERROR RESOLUTION NOTICE (CONSUMER ACCOUNTS ONLY)

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- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

FINANCE REPORT

FY 2023 OPERATING FINANCIAL REPORT

Operating Revenues	Actual YTD	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
		YTD	49,670	56,238	72,356	33,731	34,145	32,329	70,164	69,584	80,769	85,497	76,946
FTA 5307 Urban	278,719	32,579	49,670	56,238	72,356	33,731	34,145	32,329	70,164	69,584	80,769	85,497	76,946
FTA 5307 CARES ACT	252,846							85,376	89,459				
FTA 5311 Rural	814,515	90,469	47,851	81,492	82,726	81,326	93,373	59,607	63,651	60,066	53,718		
FTA 5310 Elderly & Disabled	61,993	61,993	61,993	56,939	57,659	55,503	66,219	3,547	3,366	3,962	3,437		
TX DOT Rural	594,269	62,754	58,153	56,939	57,659	55,503	66,219	3,547	3,366	3,962	3,437		
TX DOT Urban	219,081	191,642	26,113	32,281	30,298	26,617	27,677	16,928					
Operating Revenue	42,000	35,893	3,219	3,903	3,280	2,957	3,981	3,547	3,366	3,962	3,437		
In-kind Contributions	16,200	13,500	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350		
Public Contributions	377,807	251,498	4,950	23,550	112,008	883	883	52,643	3,383	3,383	49,763		
Private Contributions													
Vehicle Sale Proceeds	15,524					3,411		12,113					
Advertising Revenue	3,600	3,600											
Miscellaneous	1,381		20					1,249		41	37		
Total Revenues	2,774,419	2,515,380	254,034	255,753	359,677	205,779	227,628	285,142	291,407	223,883	266,020	-	-

Operating Expenses	Actual YTD	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
		YTD	1,477	3,782	4,340	2,721	3,216	1,336	2,054	2,119	1,847	1,847	1,847
Transdev Fixed Cost	1,491,037	124,253	124,253	124,253	124,253	124,253	124,253	124,253	124,253	124,253	124,253	124,253	124,253
Transdev Variable Cost	1,005,970	82,751	83,403	85,633	78,761	67,192	93,307	82,435	91,648	83,908	78,227	78,227	78,227
hours of service	23,078	1,898	1,913	1,965	1,807	1,541	2,141	1,891	2,103	1,925	1,795	1,795	1,795
Utilities	32,400	24,393	1,501	3,782	4,340	2,721	3,216	1,336	2,054	2,119	1,847	1,847	1,847
Fuel	210,000	138,760	17,082	13,567	11,703	12,550	10,226	14,880	13,425	13,764	16,419	16,419	16,419
Board Insurance	18,812	17,659	1,766	1,766	1,766	1,766	1,766	1,766	1,766	1,766	1,766	1,766	1,766
Rent - In-kind Expense	16,200	13,500	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350
Miscellaneous		13,114	51	220	479	1,482	1,329	2,118	662	4,458	2,315		
Total Expenses	2,774,419	2,277,224	228,754	230,570	222,651	211,314	235,448	228,139	235,158	231,618	226,177	-	-

Net Income(Loss)	238,156	(2,698)	26,641	25,182	137,026	(5,536)	(7,820)	37,003	(3,751)	(7,735)	39,843	-	-
AP Aging as of 07/31/2023	117,66	118,83	117,22	115,67	121,24	134,10	107,92	117,87	110,05	116,39	123,01	-	-

Transdev Outstanding	450,730.28
Other Current Outstanding	645,847.54
Other Outstanding debt	1,096,577.82

FY 2023 OPERATING BUDGET VARIANCE REPORT

<u>Revenues</u>	<u>YTD</u>			
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>
FTA 5307	470,833	278,719	(192,114)	-41%
FTA 5307 CARES ACT	-	252,846	252,846	0%
FTA 5311 Rural	601,516	814,515	212,999	35%
FTA 5310 Elderly & Disabled	51,661	61,993	10,332	20%
TX DOT Urban	642,099	191,642	(450,457)	-70%
TX DOT Rural	182,568	594,269	411,702	226%
Operating Revenue	35,000	35,893	893	3%
In-kind Contributions	13,500	13,500	-	0%
Public Contributions	314,839	251,498	(63,341)	-20%
Private Contributions	-	-	-	0%
Vehicle Proceeds	-	15,524	15,524	0%
Advertising Revenue	-	3,600	3,600	0%
Miscellaneous	-	1,381	1,381	0%
Total Revenues	2,312,016	2,515,380	203,364	9%

<u>Expenses</u>				
Transdev Fixed Cost	1,242,531	1,242,531	0	0%
Transdev Variable Cost	838,308	827,266	(11,042)	-1%
<i>hours of service</i>	19,232	18,978	(253)	-1%
Utilities	27,000	24,393	(2,607)	-10%
Fuel	175,000	138,760	(36,240)	-21%
Board Insurance	15,677	17,659	1,982	13%
In-Kind Rent	13,500	13,500	-	0%
Miscellaneous	-	13,114	13,114	0%
Total Expenses	2,312,016	2,277,224	(34,792)	-2%

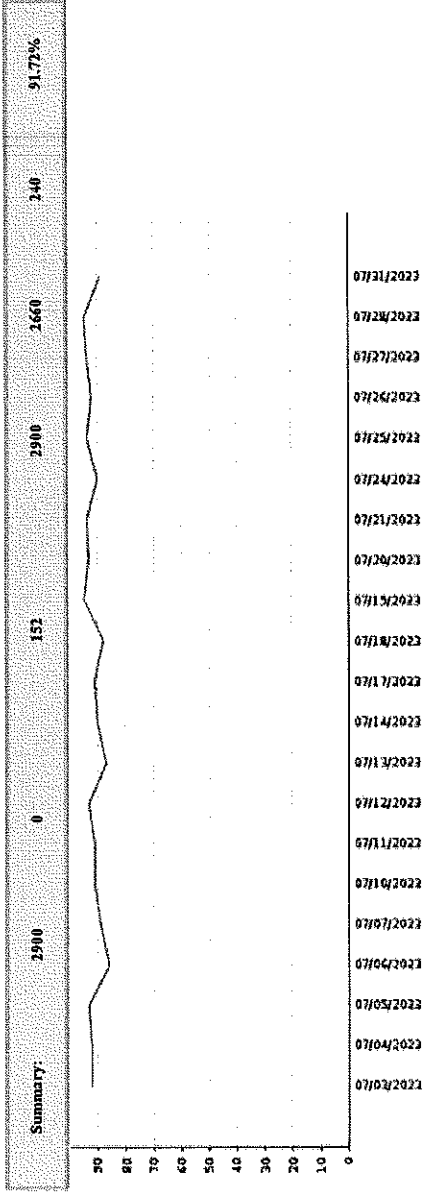
Net Income(Loss)	-	238,156	238,156
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CAPITAL PROJECTS

OPERATIONS UPDATE

	Scheduled Trips	Actual Trips	% Taken	Denied Trip Request	Miles	Hours	Trips/ Hour	Miles/ Trip	Direct Op Cost	Cost/ Trip	MPH
Jul-22	3,123	2,953	94%	149	42,889	2,157	1.37	14.52	\$ 91,297	\$ 30.92	19.88
Aug-22	3,463	3,275	95%	129	46,471	2,183	1.50	14.19	\$ 92,370	\$ 28.20	21.29
Sep-22	3,206	3,036	95%	49	41,276	1,951	1.56	13.60	\$ 82,557	\$ 27.19	21.16
Oct-22	2,976	2,828	95%	87	38,194	1,885	1.50	13.51	\$ 79,768	\$ 28.21	20.26
Nov-22	2,969	2,758	93%	28	39,702	1,889	1.45	14.40	\$ 80,375	\$ 29.14	20.90
Dec-22	3,031	2,836	94%	6	37,942	1,951	1.45	13.38	\$ 82,576	\$ 29.12	19.45
Jan-23	2,903	2,708	93%	21	36,324	1,794	1.51	13.41	\$ 75,924	\$ 28.04	20.25
Feb-23	2,540	2,409	95%	15	31,397	1,530	1.57	13.03	\$ 64,759	\$ 26.88	20.52
Mar-23	3,330	3,204	96%	21	42,755	2,125	1.51	13.34	\$ 89,949	\$ 28.07	28.07
Apr-23	2,845	2,724	96%	1	36,652	1,879	1.45	13.46	\$ 79,500	\$ 29.19	19.51
May-23	3,163	3,022	96%	31	41,192	2,087	1.45	13.63	\$ 88,322	\$ 29.23	19.74
Jun-23	3,171	3,004	95%	33	40,648	1,902	1.58	13.53	\$ 80,479	\$ 26.79	21.37
Jul-23	2,900	2,747	95%	65	34,343	1,782	1.70	12.50	\$ 75,400	\$ 27.45	19.28
Average	3,048	2,885	95%	49	39,214	1,931.87	1.49	13.59	\$ 81,908	\$ 28.34	20.90

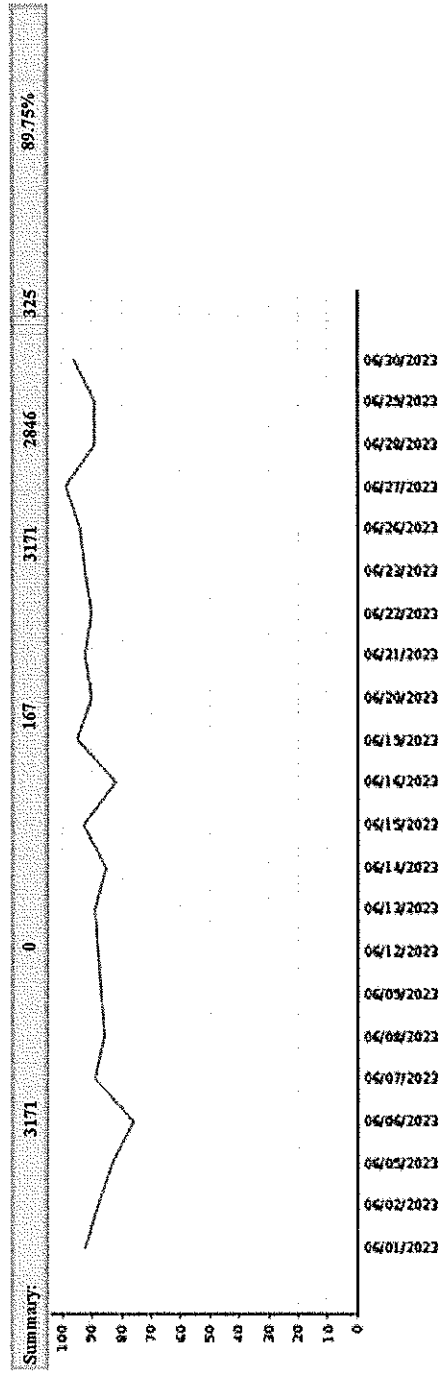
	Totals		Actual	% taken	miles	hours	Trips/ hour	Miles/ trip	Direct Op Cost	Cost/trip	% of trip	% of hrs	MPH	Trip Denials
	Jul-23	Scheduled												
Grayson	1879	1786	95%	18672.77	1,052.69	1.70	10.46	44,549.84	24.94	65%	59%	17.74	46	
Grayson Urban	1467	1385	94%	11769.23	705.57	1.96	8.50	29,859.72	21.56	50%	40%	16.68	39	
Grayson Rural	412	401	97%	6903.54	347.12	1.16	17.22	14,690.12	36.63	15%	19%	19.89	7	
Fannin	139	130	94%	2761.77	95.20	1.37	21.24	4,028.86	30.99	5%	5%	29.01	0	
Cooke	369	356	96%	3222.45	205.16	1.74	9.05	8,682.37	24.39	13%	12%	15.71	6	
Wise	456	421	92%	7874.59	340.36	1.24	18.70	14,404.04	34.21	15%	19%	23.14	13	
Clay	2	0	0%	0	0	0.61	33.54	3,735.16	69.17	2%	5%	20.52	0	
Montague	55	54	98%	1811.04	88.26	1.54	12.50	75,400.27	27.45	100%	100%	19.28	65	
Monthly Total	2900	2747	95%	34342.62	1,781.67									



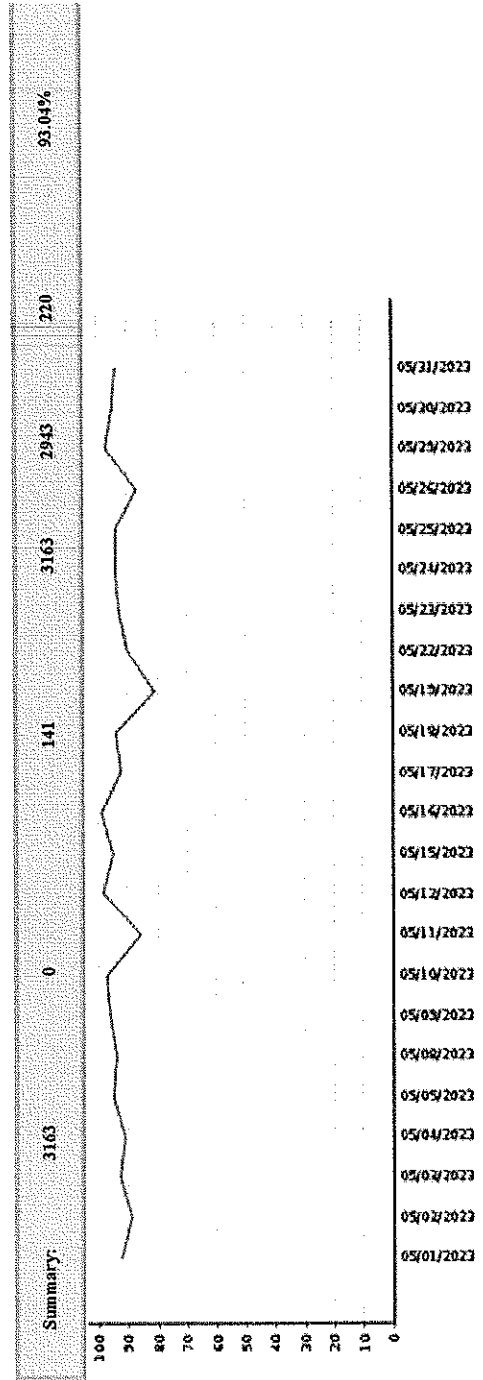
Summary: 2900, 0, 152, 2900, 2460, 91.72%

— On-Time Performance %

	Totals		Actual	% taken	miles	hours	Trips/ hour	Miles/ trip	Direct Op Cost	Cost/trip	% of trip	% of hrs	MPH	Trip Denials
	Scheduled	Jun-23												
Grayson	1796	1702	95%	18558.14	995.67	1.71	10.90	42,136.75	24.76	57%	52%	18.64	27	
Grayson Urban	1381	1303	94%	11383.17	654.63	1.99	8.74	27,703.94	21.26	43%	34%	17.39	19	
Grayson Rural	415	399	96%	7174.97	341.04	1.17	17.98	14,432.81	36.17	13%	18%	21.04	8	
Fannin	175	171	98%	3368.48	105.88	1.62	19.70	4,480.84	26.20	6%	6%	31.81	1	
Cooke	471	448	95%	3910.58	243.09	1.84	8.73	10,287.57	22.96	15%	13%	16.09	2	
Wise	642	597	93%	11473.51	453.51	1.32	19.22	19,192.54	32.15	20%	24%	25.30	3	
Clay	0	0	0%	0	-	-	-	-	-	0%	0%	-	0	
Montague	87	86	99%	3337.61	103.53	0.83	38.81	4,381.39	50.95	3%	5%	32.24	0	
Monthly Total	3171	3004	95%	40648.32	1,901.68	1.58	13.53	80,479.10	26.79	100%	100%	21.37	33	



Totals		Trips/		Miles/		Direct Op		Cost/trip		% of hrs		MPH		Trip Denials	
May-23	Scheduled	Actual	% taken	miles	hours	hour	trip	Cost		% of trip					
Grayson	1878	1791	95%	19582.62	1,096.05	1.63	10.93	46,384.84	25.90	59%	53%	17.87	28		
Grayson Urban	1417	1353	95%	11481.51	696.72	1.94	8.49	29,485.19	21.79	45%	33%	16.48	19		
Grayson Rural	461	438	95%	8101.11	399.33	1.10	18.50	16,899.65	38.58	14%	19%	20.29	9		
Fannin	158	152	96%	3171.42	112.06	1.36	20.86	4,742.38	31.20	5%	5%	28.30	1		
Cooke	392	378	96%	3836.26	246.08	1.54	10.15	10,414.11	27.55	13%	12%	15.59	0		
Wise	618	588	95%	11005.63	491.18	1.20	18.72	20,786.74	35.35	19%	24%	22.41	2		
Clay	6	6	100%	257.9	8.35	0.72	42.98	353.37	58.90	0%	0%	30.89	0		
Montague	111	107	96%	3337.73	133.29	0.80	31.19	5,640.83	52.72	4%	6%	25.04	0		
Monthly Total	3163	3022	96%	41191.56	2,087.01	1.45	13.63	88,322.26	29.23	100%	100%	19.74	31		



Quarterly Management & Compliance Report

FY 2023

Drug & Alcohol	May	June	July
Pre-employment	2	3	5
Employees in test pool	19	18	22
Random	2	1	1
Post Accident	0	0	0
Reasonable Suspicion	0	0	0
Positive Results	0	0	0
Drug Lab Certification	YES	YES	YES

Safety	May	June	July
Preventable incidents	0	1	0
Total incidents	1	2	0
Preventable Injuries	0	0	0
Total Injuries	0	0	0
Safety Meetings	1	1	1

Complaints	May	June	July
Americans with Disabilities Act (ADA)	0	0	0
Title VI	0	0	0
General	0	0	0

TAPS Quarterly Analysis

Analysis of May through July , 20 23

Reviewer: _____ Date: _____

Drug & Alcohol Monitoring

Section 1

Pool size for this quarter

22

Drug Test Type	Total # Test Results	Negative Results	Positive Results	Refusals to Test	Cancelled Tests	Random Rate Exceeds FTA Minimum?*
Pre-Employment	10	10	0	0	0	n/a
Random	4	4	0	0	0	yes
Post Accident	0	0	0	0	0	n/a
Reasonable Suspicion	0	0	0	0	0	n/a
Return-to-Duty	0	0	0	0	0	n/a
Follow-Up	0	0	0	0	0	n/a
Total (Drug)	14	14	0	0	0	n/a
Alcohol Type						
Pre-Employment	0	0	0	0	0	n/a
Random	3	3	0	0	0	yes
Post Accident	0	0	0	0	0	n/a
Reasonable Suspicion	0	0	0	0	0	n/a
Return-to-Duty	0	0	0	0	0	n/a
Follow-Up	0	0	0	0	0	n/a
Total (Alcohol)	3	3	0	0	0	n/a

*Random drug testing requirements: Must equal $T = (0.50 * (D/P))$

*Random alcohol testing requirements: Must equal $T = (0.1 * (D/P))$

where D = size of pool, and P = number of testing periods per year

Taps Maintenance Dept

Compliance Review Period

05/1/2023 - 05/31/2023

Section 1	Total number of PMIs completed			25
PM A's	Target Miles	5000	8	
PM B's	Target Miles	10000	1	
PM C's	Target Miles	30000	0	
PM E's	Target Miles	60000	0	
PM Z's (disinfecting)	Target Days	31	16	
Buses completed	PM Type	Miles From previous PM	On time	Late
323	A/Z	5000/30	X	
325	E/Z	5000/30	X	
341	Z	27	X	
343	Z	34		X
347	B/Z	5000/27	X	
348	A/Z	5000/31	X	
351	A/Z	5000/27	X	
356	A	5000	X	
358	A/Z	5000/25	X	
359	Z	24	X	
361	Z	30	X	
Buses completed	PM Type	Miles From previous PM	On time	Late

363	A/Z	5000/28	X	
364	A/Z	5000/26	X	
365	Z	30	X	

Accessible equipment in PMs

YES

Copies of PMs available

YES

SECTION 2 Major Maintenance Projects

Major Maintenance Projects completed ?

YES

Notes	

SECTION 3: Records Retention

Current List of TAPS Vehicles

YES

Daily Vehicle Checklists

YES

Preventative Maintenance Checklists

YES

Warranty Claims

NO

SECTION 4: Facilities / Equipment Condition

Maintenance Facilities in Good Condition ?

Yes / No

Notes	
	Checklist completed 5/5/2023

Equipment in Good Condition ?

Notes	
	checklist completed 5/26/2023

Reviewers Signature

Date

Taps Maintenance Dept

Compliance Review Period

06/1/2023 - 06/30/2023

Section 1	Total number of PMIs completed			30
PM A's	Target Miles	5000	9	
PM B's	Target Miles	10000	4	
PM C's	Target Miles	30000	2	
PM E's	Target Miles	60000	1	
PM Z's (disinfecting)	Target Days	31	14	
Buses completed	PM Type	Miles From previous PM	On time	Late
218	Z	24	X	
323	Z	29	X	
341	A/Z	5000/34	X	X
344	Z	30	X	
345	A/Z	5000/27	X	
346	E/Z	4980/30	X	
347	Z	34		X
348	B/Z	4623/31	X	
349	B	5000	X	
355	Z	27	X	
358	Z	32		X
359	Z	29	X	
361	A/Z	5000/26	X	
Buses completed	PM Type	Miles From previous PM	On time	Late

362	A	5000		
364	C/Z	4985/21	X	
365	A/Z	5000/22	X	

Accessible equipment in PMs YES
 Copies of PMs available YES

SECTION 2 Major Maintenance Projects

Major Maintenance Projects completed ? YES

Notes	

SECTION 3: Records Retention

Current List of TAPS Vehicles YES
 Daily Vehicle Checklists YES
 Preventative Maintenance Checklists YES
 Warranty Claims NO

SECTION 4: Facilities / Equipment Condition

Maintenance Facilities in Good Condition ? Yes / No

Notes	
	Checklist completed 6/2/2023

Equipment in Good Condition ?

Notes	
	checklist completed 6/29/2023

Reviewers Signature Date

Taps Maintenance Dept

Compliance Review Period

07/1/2023 - 07/31/2023

Section 1	Total number of PMIs completed			17
PM A's	Target Miles	5000	4	
PM B's	Target Miles	10000	4	
PM C's	Target Miles	30000	0	
PM E's	Target Miles	60000	0	
PM Z's (disinfecting)	Target Days	31	9	
Buses completed	PM Type	Miles From previous PM	On time	Late
218	A	5000		
341	Z	25	X	
342	A/Z	5000/31	X	
343	B	5000	X	
347	Z	29	X	
348	A/Z	5000/26	X	
354	B	5000	X	
355	A	5000	X	
358	B/Z	5000/30	X	
359	Z	27	X	
361	B/Z	5000/16	X	
Buses completed	PM Type	Miles From previous PM	On time	Late

362	Z	36		X
364	Z	28	X	

Accesible equipment in PMs YES
 Copies of PMs available YES

SECTION 2 Major Maintenance Projects

Major Maintenance Projects completed ? YES

Notes	

SECTION 3: Records Retention

Current List of TAPS Vehicles YES
 Daily Vehicle Checklists YES
 Preventative Maintenance Checklists YES
 Warranty Claims NO

SECTION 4: Facilities / Equipment Condition

Maintenance Facilities in Good Condition ? Yes / No

Notes	
	Checklist completed 7/3/2023

Equipment in Good Condition ?

Notes	
	checklist completed 7/28/2023

Reviewers Signature Date