NOTICE OF REGULAR & JOINT MEETING OF CONROE CITY COUNCIL AND CONROE LOCAL GOVERNMENT CORPORATION WORK SESSION CITY HALL COUNCIL CHAMBERS - 300 WEST DAVIS ST.

CONVENES: WEDNESDAY, JUNE 21, 2023 - 2:00 P.M. - RECESS
RECONVENES: THURSDAY, JUNE 22, 2023 9:30 A.M.

VIDEO CONFERENCE PARTICIPATION ALLOWED:

It is intended that a quorum of the City Council be physically present in the City Council Chambers at all times during the meeting. If a quorum of the Council is physically present then, any other member of the Council, officer or employee of the City may participate in the meeting from a remote location by means of a video conference call if the video and audio feed of the remote participant is broadcast live at the meeting and complies with the provisions of Texas Gov. Code Section 551.127.

EXECUTIVE SESSION

At any time during the WORK SESSION or ACTION AGENDA the City Council may announce it will go into closed session pursuant to Chapter 551 of the Texas Government Code to receive advice from legal counsel, to discuss matters of land acquisition, personnel matters or other lawful matters that are specifically related to items listed on this agenda. Prior to any such closed session the Mayor, in open session, will identify the agenda item to be discussed and the section or sections of Chapter 551 under which the closed discussion is authorized.

CALL TO ORDER

CALL OF ROLL

CITIZEN INQUIRIES -- NOT TO EXCEED 30 MINUTES

Citizen inquiries are limited to 3 minutes per person. Preference is given to speakers addressing agenda items. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.

WORK SESSION

1. Discuss requested partial release of an alley in the Science Hill Addition.
   C. Bogert

2. Conduct a Public Hearing for requested partial release of an alley in the Science Hill Addition.
   C. Bogert

3. Discuss a request to change the street name of "Blue Oak Street" to "Canyon Live Oak Street," in the Montgomery Oaks Section 3 Subdivision.
   C. Bogert

4. Conduct a Public Hearing for a request to change the street name of "Blue Oak Street" to "Canyon Live Oak Street," in the Montgomery Oaks Section 3 Subdivision.
   C. Bogert

5. Discuss the amendment to the existing Utility Functions Agreement with McComb Realty I, LTD and Peggy Lee Cooper in MUD 183.
   C. Bogert

6. Discuss the status of current Capital Improvement Projects.
   C. Bogert

7. Discuss accepting a donation of property and authorize the Mayor to sign the Special Warranty Donation Deed.
   N. Mikeska

8. Discuss a 2nd amendment for radio tower lease with CenterPoint Energy Houston Electric located at 401 Sgt. Ed Holcomb Blvd.
   T. Rushing

9. Discuss AT&T 4th amendment for Radio Tower located at 14583 FM 1488.
   T. Rushing

10. Discuss the fee proposal for Interior Architectural Design Services for City Hall/Visitor's Center.
    T. Rushing

11. Discuss the proposal for the HVAC replacement and upgrades at CMC.
    T. Rushing

CONVENE MEETING OF THE CITY COUNCIL OF CONROE, TEXAS AND THE CONROE LOCAL GOVERNMENT CORPORATION (CLGC).
MEETING AGENDA

12. Vendor: DPR Construction.
    C. Smith

13. Vendor: Garfield Public Private
    C. Smith

14. Vendor: Garfield Public Private
    C. Smith

15. Vendor: S&P Global Ratings
    C. Smith

ADJOURN CLGC MEETING, RESUME CITY COUNCIL MEETING

Recess Open Meeting in order to conduct Closed Executive Session for consultation with attorney to receive legal advice concerning the following threatened, contemplated or pending claims and litigation, and to deliberate other matters as authorized by Texas Government Code Chapter 551.071, 551.072, 551.074, 551.076, and 551.089 relating to:

16. * SJRA GRP Contract litigation (Section 551.071);
    * QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Section 551.071);
    * Deliberation concerning the purchase, exchange, lease or value of real property (Section 551.072);
    * Personnel Matters (Section 551.074);
    * Deliberation regarding Security Personnel, Security Devices, or Security Audits (Sec.551.076 and Sec. 551.089).
    Mayor Czajkoski

Reconvene Open Meeting

Briefing -- The Council will be briefed on and may discuss any item on the Action Agenda.

Council Members Inquiry Time -- Pursuant to Tex. Gov. Code Sec. 551.042 the Mayor or Council Members may inquire about a subject not specifically listed on this agenda. Responses are limited to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place the subject on the agenda of a future meeting.

RECESS

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Other

Item Type: Other

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss requested partial release of an alley in the Science Hill Addition.

Summary / Recommendation

Jeffrey Moon & Associates has requested a partial release of an alley in the Science Hill Addition. A certain 10-foot wide alley was established in 1899 by an amended plat recorded under Volume 1 Page 9 Science Hill Addition. The requested portion of the alley is not being utilized for utilities by the City or the public utility companies. Jefferey Moon and Associates, Inc. has secured the required releases for the alley from all utility companies. A "Release of Alley" has been provided for the Mayor's signature. Staff recommends approval.

Attachments

Partial Abandonment Alley_Science Hill Add_Workshop

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
T.B.P.E.L.S. 10112200
P.O. Box 2501 Conroe Texas 77305
Phone (936)756-5266, Fax (936)756-5281

May 25, 2023

City of Conroe
700 Metcalf Street
Conroe, Texas 77301

Re: 0.030 Alley Abandonment

To Whom it may concern:

This letter is to request that the Alley Abandonment of a 0.030 acre Alley located in between Lots 15-24 Block 4 in the Science Hill Addition Volume 1 Page 9, be placed on the agenda for next available meeting.

Thank you for your time,

Nanette Collins
Jeffrey Moon and Associates, Inc

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTIAL ALLEY ABANDONMENT

KNOW ALL BY THESE PRESENTS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

WHEREAS by that certain ALLEY dated OCTOBER 10TH 1899 the "ALLEY), recorded under VOLUME 1 PAGE 9 SCIENCE HILL ADDITION, W.T. O'CONNOR did grant, sell, and convey to the City of Conroe, Texas an ALLEY, through, across, and along that 0.030-acres of land in the WILSON LANG Survey, A-321, Montgomery County, Texas, which tract of land is more particularly described in such recorded instrument and to which recorded instrument reference is made for further description of such easement; and

WHEREAS, the property described in Exhibit "A" to this Abandonment of ALLEY is no longer required by the City of Conroe for the ALLEY of any kind;

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conroe does here by Abandon, AND FOREVER DISCHARGE from the said ALLEY the following described property:

0.030-acres of land in the WILSON LANG Survey, A-321 Montgomery County, Texas, said tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes recorded under VOLUME 1 PAGE 9 SCIENCE HILL ADDITION.

THIS IS A PARTIAL ABANDONMENT OF THE ALLEY dated OCTOBER 10, 1899 (the "ALLEY "), recorded under VOLUME 1 PAGE 9 SCIENCE HILL ADDITION.

SIGNED this _____ day of _____, 20_____

CITY OF CONROE, TEXAS

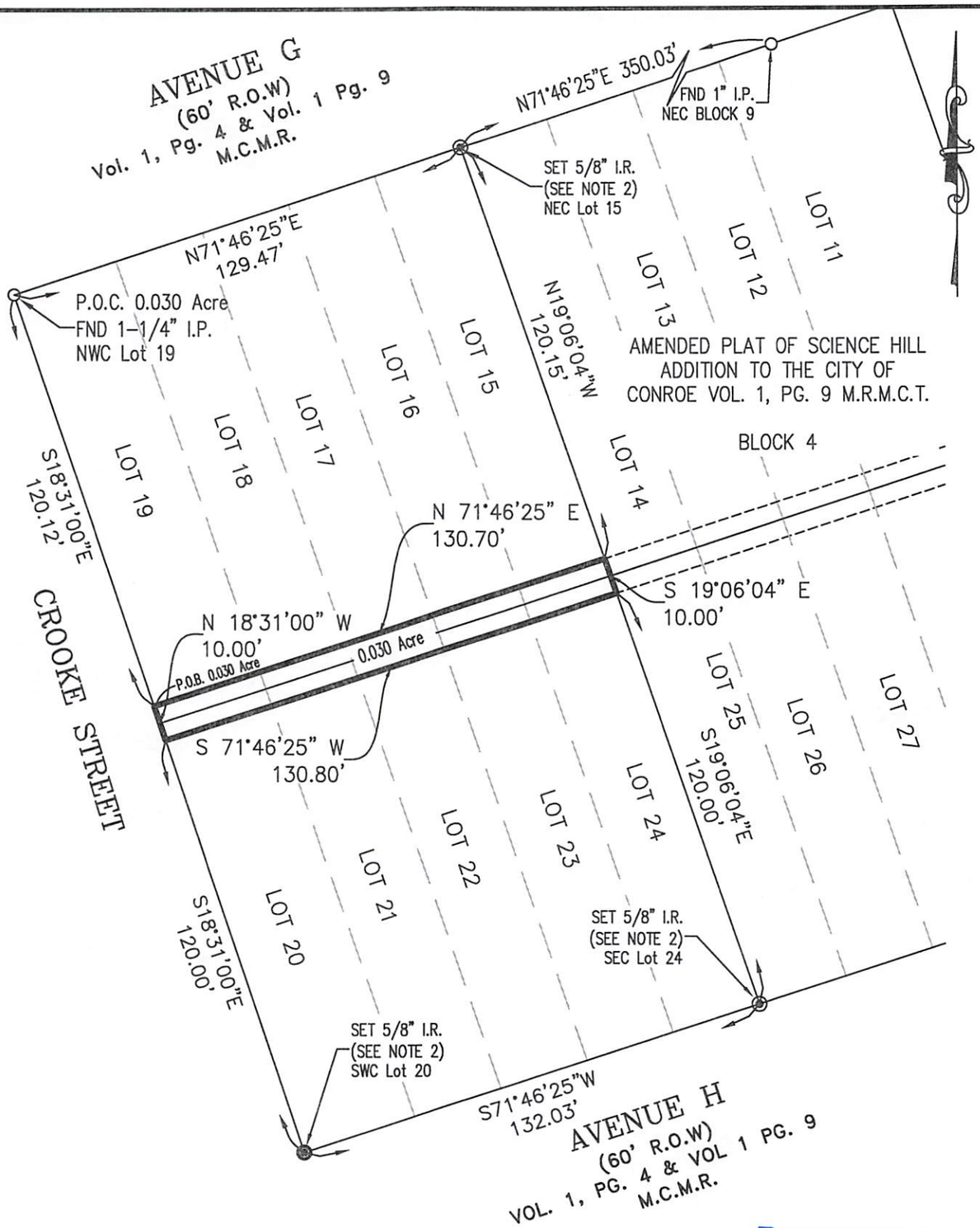
By:_____
Jody Czajkoski, Mayor

STATE OF TEXAS §
MONTGOMERY COUNTY §

This instrument was acknowledged before me on this _____day of _____, 20_____, by Jody Czajkoski, Mayor of the City of Conroe, Texas.

_____
Notary Public, State of Texas

After Recording, Return to:
City Secretary
ATTN: Engineering Department
P.O. Box 3066
Conroe, Texas 77305



Notes:

1) Bearings are based upon the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, U.S. Foot (TX83-CF).

2) All 5/8" I.R.'s set with cap stamped "Jeff Moon R.P.L.S. 4639".

3) This exhibit is based in part on a Metes and Bounds description of even date.

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

EXHIBIT "A"
0.030 ACRE TRACT OF LAND IN BLOCK 4 OF AMENDED PLAT OF SCIENCE HILL ADDITION TO THE CITY OF CONROE IN THE WILSON LANG SURVEY, A-321 MONTGOMERY COUNTY, TEXAS
REF: Vol. 1, Pg. 9 MAP RECORDS
Scale: 1" = 40'
Date: March 8, 2023

To: City of Conroe, Exclusively

GF# _____ File # 23-T-23(A) DP Book LL Pg _.

JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281

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Y:\Science Hill Addition\23-T-23 L 15-28 Blk 4\23-T-23(A) 4/5/23

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
T.B.P.E.L.S. 10112200
P.O. Box 2501 Conroe Texas 77305
Phone (936)756-5266, Fax (936)756-5281

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

March 8, 2023

EXHIBIT " B "

BEING 0.030 ACRE OF LAND IN THEWILSON LANG SURVEY, A- 321, MONTGOMERY COUNTY, TEXAS, SAID 0.030 ACRE BEING OUT OF BLOCK 4, AMENDED PLAT OF SCIENCE HILL, A SUBDIVISION, MAP OF WHICH IS RECORDED IN VOLUME 1, PAGE 9, MONTGOMERY COUNTY MAP RECORDS, SAID 0.030 ACRE BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING at a 1-1/4" iron pipe found at the intersection of the South line of Avenue G, (60' Vol. 1, Pg. 4, Vol. 1, Pg. 9, M.C.M.R.) with the East line of Crooke Street, (City maintained) for the Northwest corner of Lot 10, of said Block 9;

THENCE S. 18° 31' 00" E., along the East line of Crooke Street, the West line of said Lot 19 for a distance of 120.12 feet to the Northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE N. 71° 46' 25" E., leaving the above mentioned line, across Lots 19-15 for a distance of 130.70 feet to the Northeast corner of the herein described tract, in the East line of Lot 15;

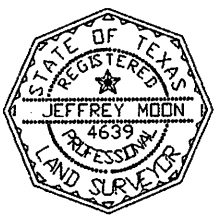
THENCE S. 19° 06' 04" E., along the East line of Lot 15, passing at 5.00 feet the Southeast corner of Lot 15, the Northeast corner of Lot 24 and continuing along the East line of Lot 24 for a distance of 10.00 feet to the Southeast corner of the herein described tract;

THENCE S. 71° 46' 25" W., leaving the above mentioned line, across Lots 24-20 for a distance of 130.80 feet to the Southwest corner of the herein described tract, in the East line of Crooke Street, the West line of Lot 20;

THENCE N. 18° 31' 00" W., along the above mentioned line, passing at 5.00 fee the Northwest corner of Lot 20, the Southwest corner of Lot 19 and continuing in all along the West line of Lot 19 for a distance of 10.00 feet to the POINT OF BEGINNING and containing in all 0.030 acre of land.

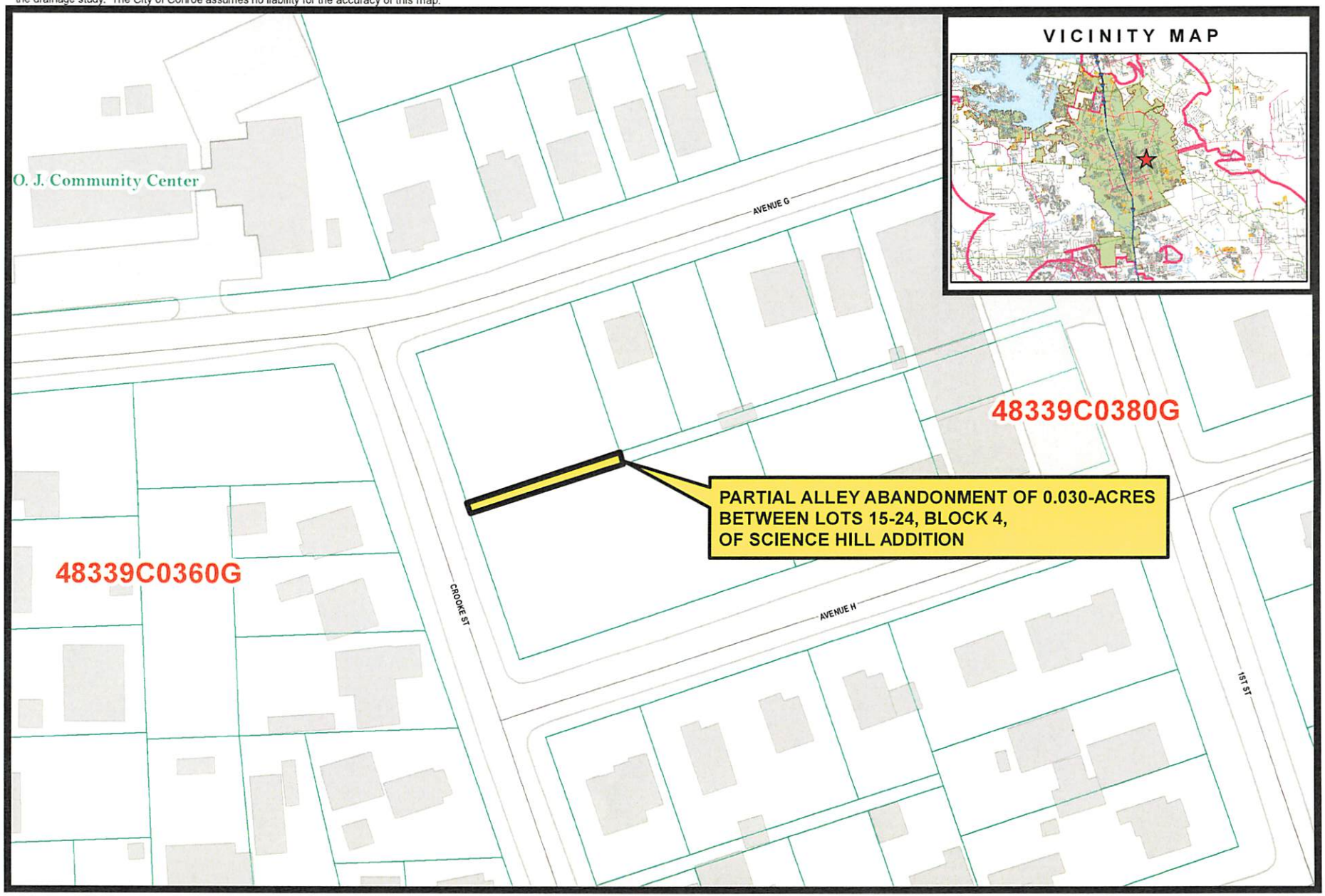
This description is based upon a drawing as prepared by Jeffrey Moon and Associates, Inc; dated March 8 2023. Bearings and coordinates are based upon the Texas State Plane Coordinate System, NAD '83, Central Zone.

Jeffrey Moon
Registered Professional
Land Surveyor No. 4639
T.B.P.E.L.S. No. 10112200



0.030acre

Disclaimer: This map was compiled utilizing an overlay onto the latest revision of the Flood Insurance Rate Map. As such it represents an approximate location of the property in relation to the legally adopted limits of the floodplain. This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate location of property boundaries. For complete accuracy, you must have a surveyor provide a completed Elevation Certificate for the property, with respect to FEMA designation and the legally adopted base flood elevation. The City of Conroe has established the legal limits of the floodplain based on the best available information at the time of the drainage study. The City of Conroe assumes no liability for the accuracy of this map.



N
W E
S

Scale: 1 inch = 100 feet

Date Issued: 06/22/2023

PARTIAL ALLEY ABANDONMENT OF 0.030-ACRES BETWEEN LOTS 15-24, BLOCK 4, OF SCIENCE HILL ADDITION LOCATION MAP

Engineering Department
P. O. Box 3066 Conroe, Texas 77301
Phone: (936) 522-3100 Fax: (936) 522-3125
www.cityofconroe.org/comdev

Our Mission:
"To protect and serve the citizens of Conroe and exceed their expectations."

ADJACENT OWNER CONSENT FORM

In the space below, provide the name of the owner of each property abutting the area to be abandoned, together with the owner's address and the property tax account number, all as indicated on the current tax roll. If consent from any abutting property owner cannot provided, then an explanation is required from the applicant. For each abutting property owner not signing the Adjacent Owner Consent Form, envelopes bearing first class postage must be provided and must be pre-addressed to each abutting property owner at the address specified on the current tax roll.

Adjacent Owner Authorization			
Owner Name	**Property Address**	**Tax Account No.**	**Signature**
1. No Adjoiner owned by others			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

By completing the form above, the above-signed adjacent property owner(s) has/have indicated their consent to relinquish public right, title and interest in the street, alley and/or easement to be abandoned, with the understanding that private property rights, including private easements and access rights, possessed by abutting owners shall not be affected.

I, Jeffrey Moon and Associates, Inc , the applicant, agree to indemnify and hold harmless the City, its officers, agents, and employees from any claims or causes of action related to or arising out of the abandonment, including claims for loss of access by parties not joining the application.

Nanette Collins
Applicant's Signature

05/23/2023
Date

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

May 10, 2023

Jeffrey Moon and Associates, Inc.
PO Box 2501
Conroe, Texas 77305

RE: Science Hill Addition Alley Abandonment

Dear Nanette Collins,

In response to your letter dated 4/18/2023, Optimum has no objections to the alley abandonment of 0.030 acres for the alley between Lots 15-24 of the Science Hill Addition Volume 1 Page 9 as described in the attached Exhibit B.

Thanks,
David A. Jagneaux
Construction Supervisor
Optimum S. Texas

David A. Jagneaux

DocuSign Envelope ID: 8B1420C6-24A6-4E1C-801D-93BD109B8D0E

Entergy

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

May 2, 2023

Jeffery Moon & Assoc.
Attn: Nanette Collins
P.O. Box 2501
Conroe, TX 77305

RE: Request to abandon the alley between lots 15-24 Science Hill Volume 1 Page 9 for a replat, attached Exhibit A.

To whom it may concern:

This is to inform you that Entergy has no objection to the above referenced abandonment as shown on attached Exhibit "A". *Provided* this abandonment does not interfere with the operation of Entergy's equipment or violate any OSHA rules or Entergy's standards and regulations.

Please note if there are underground electrical conductors of high voltage within said easements extreme caution should be exercised when working in the vicinity of these conductors. Contact with them could cause serious injury and/or death to a person or persons contacting them. As per OSHA Regulations a 10-foot clearance from the overhead conductors should be maintained when working in the vicinity of these conductors.

If digging is necessary in the vicinity of underground facilities, please call Texas One Call at 1-800-245-4545 www.texasonecall.com at least 48 hours prior to digging.

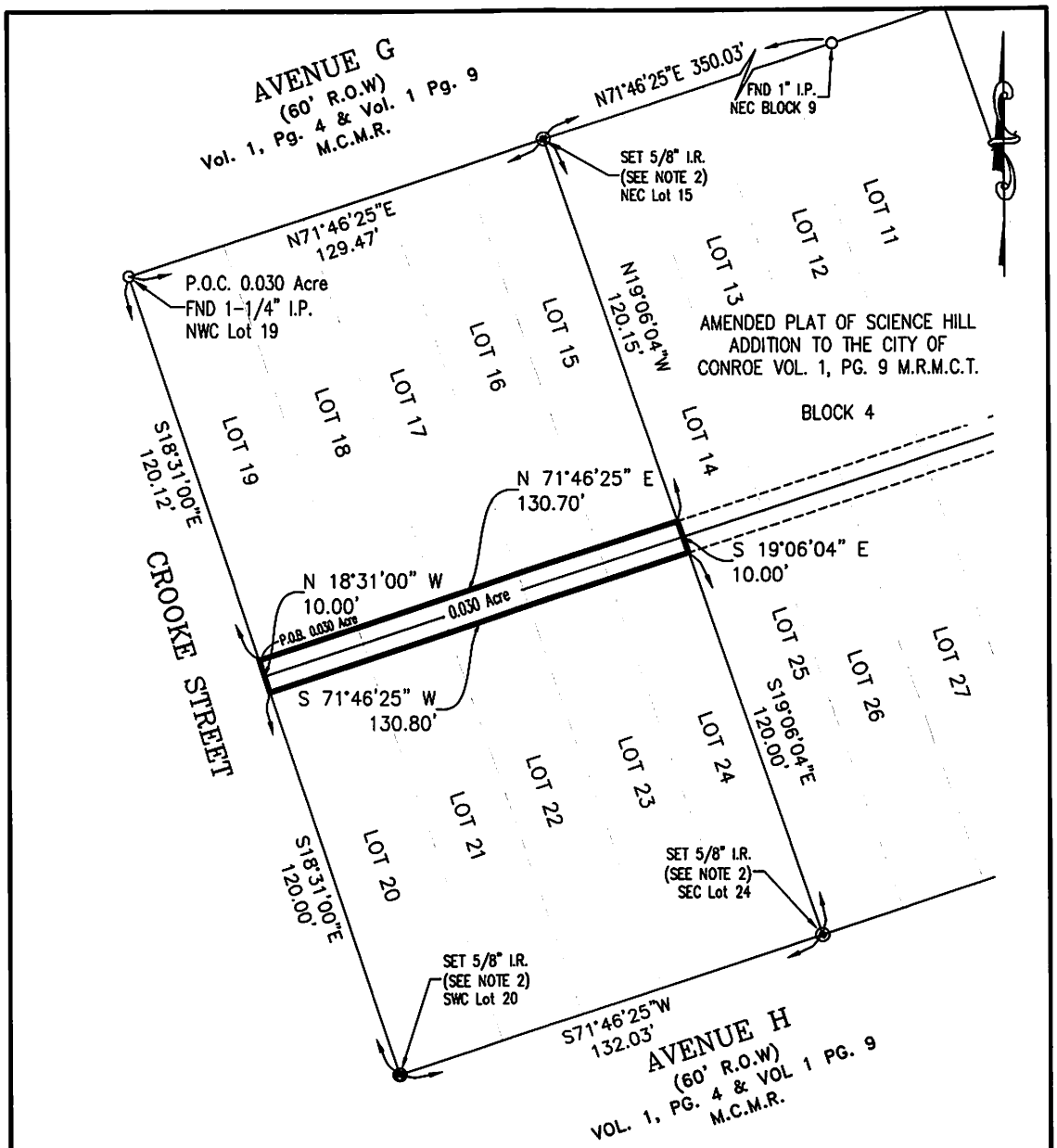
Should you have any questions feel free to call me at 281-362-4040.

Sincerely,

DocuSigned by:
Erin Dixon
F1D9A8752FC04F9...

Erin Dixon
Sr. Right of Way Agent
Entergy Texas
9425 Pinecroft Dr.
The Woodlands, Texas 77380

DocuSign Envelope ID: 8B1420C6-24A6-4E1C-801D-93BD109B8D0E



Notes:

1) Bearings are based upon the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, U.S. Foot (TX83-CF).

2) All 5/8" I.R.'s set with cap stamped "Jeff Moon R.P.L.S. 4639".

3) This exhibit is based in part on a Metes and Bounds description of even date.

EXHIBIT "A"
0.030 ACRE TRACT OF LAND IN BLOCK 4 OF AMENDED PLAT OF SCIENCE HILL ADDITION TO THE CITY OF CONROE IN THE WILSON LANG SURVEY, A-321 MONTGOMERY COUNTY, TEXAS
REF: Vol. 1, Pg. 9 MAP RECORDS
Scale: 1" = 40'
Date: March 8, 2023

To: City of Conroe, Exclusively

GF# _____ File # 23-T-23(A) DP Book LL Pg _.
JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281
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Y:\Science Hill Addition\23-T-23 L 15-28 Blk 4\23-T-23(A) 4/5/23

Consolidated Communications
P.O. Box 1568
508 Old Magnolia Rd.
Conroe, Texas 77305
Phone (936) 539-7306

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

5-10-23

Jeff Moon and Associates
P.O. Box 2501
Conroe, TX. 77305

RE: Science Hill Addition Ally Abandonment

Dear Nanette Collins,

In response to your letter dated 04/18/2023, Consolidated Communications has no objections to the alley abandonment of 0.030 acres for the alley between Lots 15-24 of the Science Hill Addition Volume 1 Page 9 as described in the attached Exhibit B.

Sincerely,

Kerry Wiggins
OSP Engineer 4

CenterPoint Energy

RECEIVED
MAY 30 2023
ENGINEERING DEPARTMENT

April 26, 2023

Attn: Nanette Collins
Jeffrey Moon & Associates
P.O Box 2501
Conroe, Texas 77305

Re: Street & Alley Closure – A portion of alley between Lot 15-24 by recorded plat Science Hill Vol 1 Pg 9
R/W File # 184158

To Whom it May Concern:

The City of Conroe has been asked to close and abandon a portion of alley between Lot 15-24 by recorded plat Science Hill Vol 1 Pg 9, which is more particularly detailed on Exhibit "A" attached to and made a part hereof.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed.

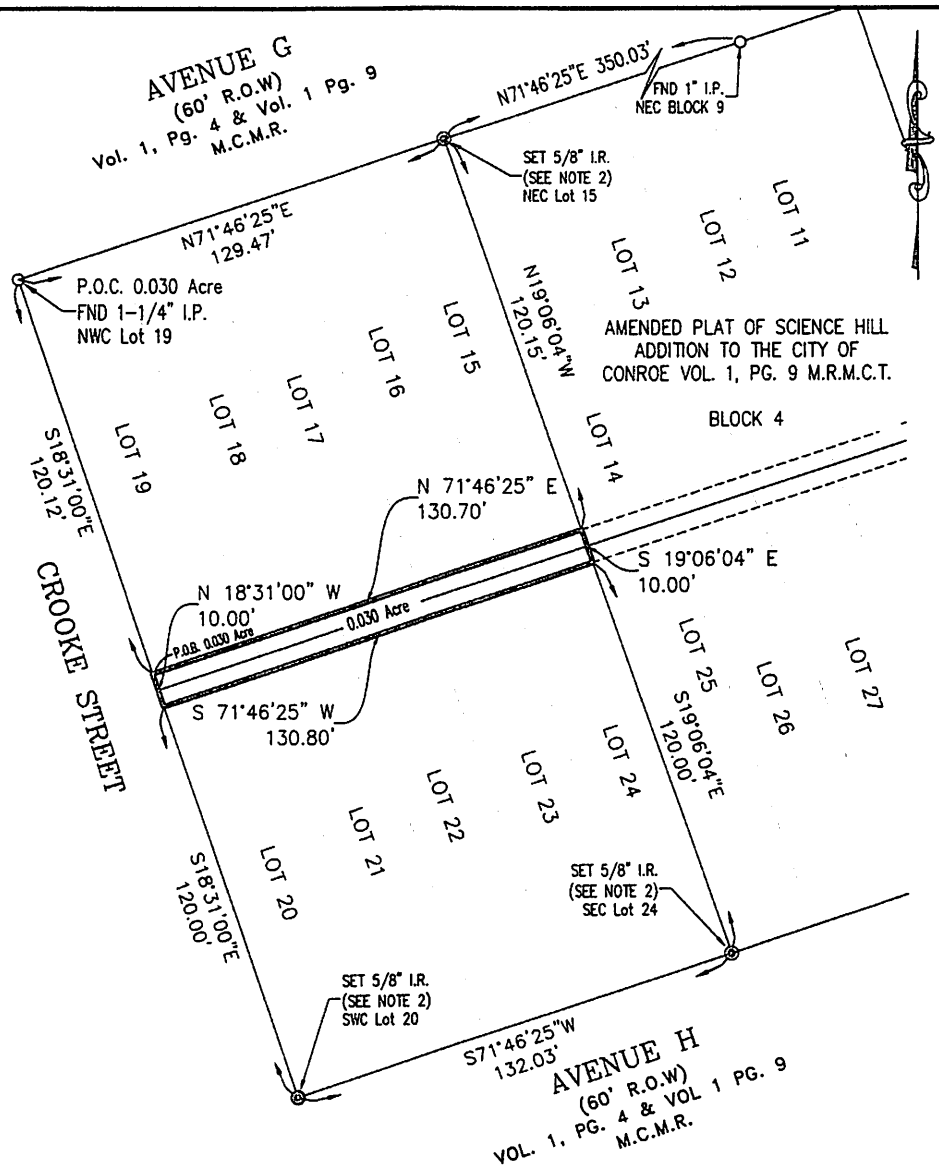
Yours truly,

CenterPoint Energy

Addison Mitchell
Associate Right of Way Agent
Surveying & Right of Way
713-207-6388

Enclosures

EXHIBIT A



Notes:

1) Bearings are based upon the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, U.S. Foot (TX83-CF).

2) All 5/8" I.R.'s set with cap stamped "Jeff Moon R.P.L.S. 4639".

3) This exhibit is based in part on a Metes and Bounds description of even date.

EXHIBIT "A"
0.030 ACRE TRACT OF LAND IN BLOCK 4 OF AMENDED PLAT OF SCIENCE HILL ADDITION TO THE CITY OF CONROE IN THE WILSON LANG SURVEY, A-321 MONTGOMERY COUNTY, TEXAS
REF: Vol. 1, Pg. 9 MAP RECORDS
Scale: 1" = 40'
Date: March 8, 2023

To: City of Conroe, Exclusively

GF# _____ File # 23-T-23(A) DP Book LL Pg _
JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281
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Y:\Science Hill Addition\23-T-23 L 15-28 Blk 4\23-T-23(A) 4/5/23

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Hearing

Item Type: Hearing

C. Bogert

Joint Meeting: No Joint Meeting

Description

Conduct a Public Hearing for requested partial release of an alley in the Science Hill Addition.

Summary / Recommendation

Jeffrey Moon & Associates has requested a partial release of an alley in the Science Hill Addition. A certain 10-foot wide alley was established in 1899 by an amended plat recorded under Volume 1 Page 9 Science Hill Addition. The requested portion of the alley is not being utilized for utilities by the City or the public utility companies. Jefferey Moon and Associates, Inc. has secured the required releases for the alley from all utility companies. A "Release of Alley" has been provided for the Mayor's signature. Staff recommends approval.

Attachments

Partial Abandonment Alley_Science Hill Add_Public Hearing

June 7, 2023

The Conroe Courier
523 N. Sam Houston Parkway E., Suite 600
Houston, Texas 77060

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING**
REQUEST FOR PARTIAL RELEASE OF AN ALLEY IN THE SCIENCE HILL ADDITION SUBDIVISION, CITY OF CONROE, TEXAS

Dear Courier:

Please publish the attached Public Hearing Notice in the June 12, 2023, issue of The Courier.

If you have any questions, please call me at (936) 522-3011. Thank you for your continued assistance.

Sincerely,

Soco M. Gorjón
City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING
REQUEST FOR PARTIAL RELEASE OF AN ALLEY IN THE SCIENCE HILL ADDITION SUBDIVISION, CITY OF CONROE, TEXAS

The City Council of the City of Conroe, Texas, will conduct a Public Hearing on Wednesday, **June 21, 2023**, at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearing is to receive public comment regarding a request for a partial release of an alley in the Science Hill Addition Subdivision, which is located in Conroe, Texas.

A copy of the supporting documentation for the abandonment may be viewed in the office of the City Secretary on the 3rd Floor of City Hall at 300 West Davis, Conroe, Texas.

The public is invited to attend and make comment.

Signed this ___ day of June, 2023.

_____
Soco Gorjon
City Secretary

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Ordinance

CITY OF CONROE

Item Type: Ordinance

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss a request to change the street name of "Blue Oak Street" to "Canyon Live Oak Street," in the Montgomery Oaks Section 3 Subdivision.

Summary / Recommendation

On behalf of the developer, Jeffrey Moon and Associate, Inc. has requested to change the street name of Blue Oak Street to Canyon Live Oak Street. The street is located within the Montgomery Oaks Section 3 Subdivision, recorded in Cabinet Z, Sheet 9341, of the Map Records of Montgomery County Texas. There are no adjoining property owners as the lots have yet to be sold. *A Public Hearing will be conducted at the June 21, 2023, Workshop, prior to consideration of this item. Staff recommends approval.

Attachments

Street Name Change_Blue Oak Street_Workshop

CERTIFICATE FOR ORDINANCE

I.

On the _____ day of _____, 2023, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Jody Czajkoski, Mayor; Curt Maddux, Mayor Pro Tem; Council Members, Todd Yancey, Harry Hardman, Howard Wood and Marsha Porter,** did convene in public session in the Council Chambers of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except to wit: _____. The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Ordinance, to-wit:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CHANGING THE NAME OF "BLUE OAK STREET" TO "CANYON LIVE OAK STREET"; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

III.

Upon motion of Council Member _____, seconded by Council Member _____, all members present voted for adoption of the Ordinance, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Ordinance passed and adopted.

A true, full and correct copy of the Ordinance adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this _____ day of _____, 2023.

_____

SOCO M. GORJON, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS CHANGING THE NAME OF "BLUE OAK STREET" TO "CANYON LIVE OAK STREET"; PROVIDING FOR EFFECTIVE DATE AND OTHER RELATED MATTERS.

* * * * * * * * * * *

WHEREAS, the City Council exercises control over the naming of public streets within the City of Conroe and has been requested to rename "Blue Oak Street" to "Canyon Oak Street" per the request of Meritage Homes of Texas.; and

WHEREAS, pursuant to Code of Ordinances, City of Conroe, Texas Section 58-166, the City Council of the City of Conroe has heretofore conducted a public hearing on the proposed street name change, notice of such public hearing having been given at least three days in advance of the hearing date by written notice mailed to the owner of each property effected by the proposed change and by publication in the Courier, a newspaper of general circulation within the City of Conroe; and

WHEREAS, the City Council finds and determines that the proposed street name change would not be duplicative, confusing or otherwise detrimental to the public interest:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS:

Section 1. "Blue Oak Street" in the City of Conroe is hereby renamed "Canyon Live Oak Street".

Section 2. The Director of Public Works is hereby authorized and directed to post street name signs in accordance with this ordinance.

Section 3. The City Secretary shall provide a copy of this ordinance to the U.S. Postmaster, the Director of the 9-1-1 Emergency Communications District, and to each City Department Head.

Section 4. This ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of _____, 2023.

_____
JODY CZAJKOSKI, Mayor

APPROVED AS TO FORM:

_____
MICHAEL T. GARNER, Int. City Attorney

ATTEST:

_____
SOCO M. GORJON, City Secretary

MONTGOMERY OAKS SECTION 3

BEING A SUBDIVISION OF 15.552 ACRES OF LAND
IN THE JAMES EDWARDS SURVEY, A-190
IN THE CITY OF CONROE
MONTGOMERY COUNTY, TEXAS

CONTAINING: 69 RESIDENTIAL LOTS AND
1 RESERVE (2.264 ACRES/ 98,622 SQ. FT.) IN 3 BLOCKS

DECEMBER 2022

OWNER/DEVELOPER
MERITAGE HOMES OF TEXAS, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
2901 W. SAM HOUSTON PKWY. N. SUITE C-250
HOUSTON, TEXAS 77043
PHONE: (713) 358-0356
EMAIL: RYAN.DAY@MERITAGEHOMES.COM

ENGINEER
SPEARPOINT ENGINEERING, LLC
604 W. WORSHAM STREET, STE 100
WILLIS, TEXAS 77378
PHONE: (936) 256-2626
EMAIL: JERRY@SPETEXAS.COM

RECEIVED
MAY 23 2023
ENGINEERING DEPARTMENT

NOTES:

1) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE (2002 ADJ) (FIPS 4203) AND MAY BE BROUGHT TO THE SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 1.00005546. ALL DISTANCES SHOWN HEREON ARE GROUND MEASUREMENTS.

2) 1/2 INCH IRON RODS 18 INCHES IN LENGTH SET AT ALL LOT CORNERS AND 5/8 INCH IRON RODS 36 INCHES IN LENGTH WITH SURVEY CAP MARKED "JEFF MOON R.P.L.S. 4639" SET AT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED

3) THE SUBJECT PROPERTY LIES IN ZONE "X" AN AREA DETERMINED TO BE OUTSIDE OF THE 1% ANNUAL CHANCE OF FLOOD HAZARD (100 YEAR FLOODPLAIN) ACCORDING TO F.I.R.M. PANEL NO. 48339C0360G AND 48339C0380G, WITH AN EFFECTIVE DATE OF AUGUST 18, 2014.

4) PRIVATE STREETS, STORM WATER DETENTION FACILITIES, COMMON AREAS, STREETLIGHTS AND SCREENING DEVICES, NOT MAINTAINED BY GOVERNMENTAL ENTITY, SHALL BE MAINTAINED BY THE PROPERTY OWNERS WITHIN THE SUBDIVISION. THE CITY OF CONROE MAY REPAIR ANY SUCH PRIVATE FACILITY IF IT DETERMINES THAT THE CONDITION OF THE FACILITY WOULD INTERFERE WITH THE PROVISION OF ANY GOVERNMENTAL SERVICE, OR POSE A SIGNIFICANT THREAT OF INJURY TO PERSON OR PROPERTY OUTSIDE THE SUBDIVISION. A REPAIR MADE BY THE CITY SHALL NOT OBLIGATE THE CITY FOR FUTURE MAINTENANCE OF THE FACILITY. THE COST OF REPAIRS BY THE CITY SHALL BE ASSESSED AGAINST THE OWNERS OF LOTS WITHIN THE SUBDIVISION. SUCH ASSESSMENTS ARE SECURED BY A CONTINUING VENDOR'S LIEN, IN FAVOR OF THE CITY, THAT IS HEREBY ESTABLISHED UPON EACH LOT. THIS PROVISION SHALL BE A COVENANT RUNNING WITH THE LAND, AND SHALL BE BINDING ON EACH PERSON PURCHASING A LOT WITHIN THE SUBDIVISION.

5) ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO A TEN FOOT (10') REAR BUILDING LINE AND FIVE FOOT (5') SIDE BUILDING UNLESS OTHERWISE NOTED.

6) NO ENCLOSED STRUCTURES SHALL BE CONSTRUCTED IN RESTRICTED RESERVE "A" OR ANY RESERVE RESTRICTED FOR OPEN SPACE (94-109(B)(14)).

7) PROPERTY IS SUBJECT TO A 30' ROADWAY EASEMENT AND A 20' ELECTRIC UTILITY EASEMENT RECORDED IN VOLUME 679, PAGE 161 OF THE DEED RECORDS OF MONTGOMERY COUNTY, TEXAS. (BLANKET AND NOT PLOTTABLE)

8) THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO ANY DRAINAGE EASEMENT CONTAINED WITHIN THE BOUNDARIES OF THIS PLAT. PROHIBITS ALL PROPERTIES ABUTTING THE EASEMENT FROM THE CONSTRUCTION OF FENCES OR BUILDINGS, WHETHER TEMPORARY OR PERMANENT, AND THE INSTALLATION OR MAINTENANCE OF PLANTING OR OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY WITHIN THE DRAINAGE EASEMENT.

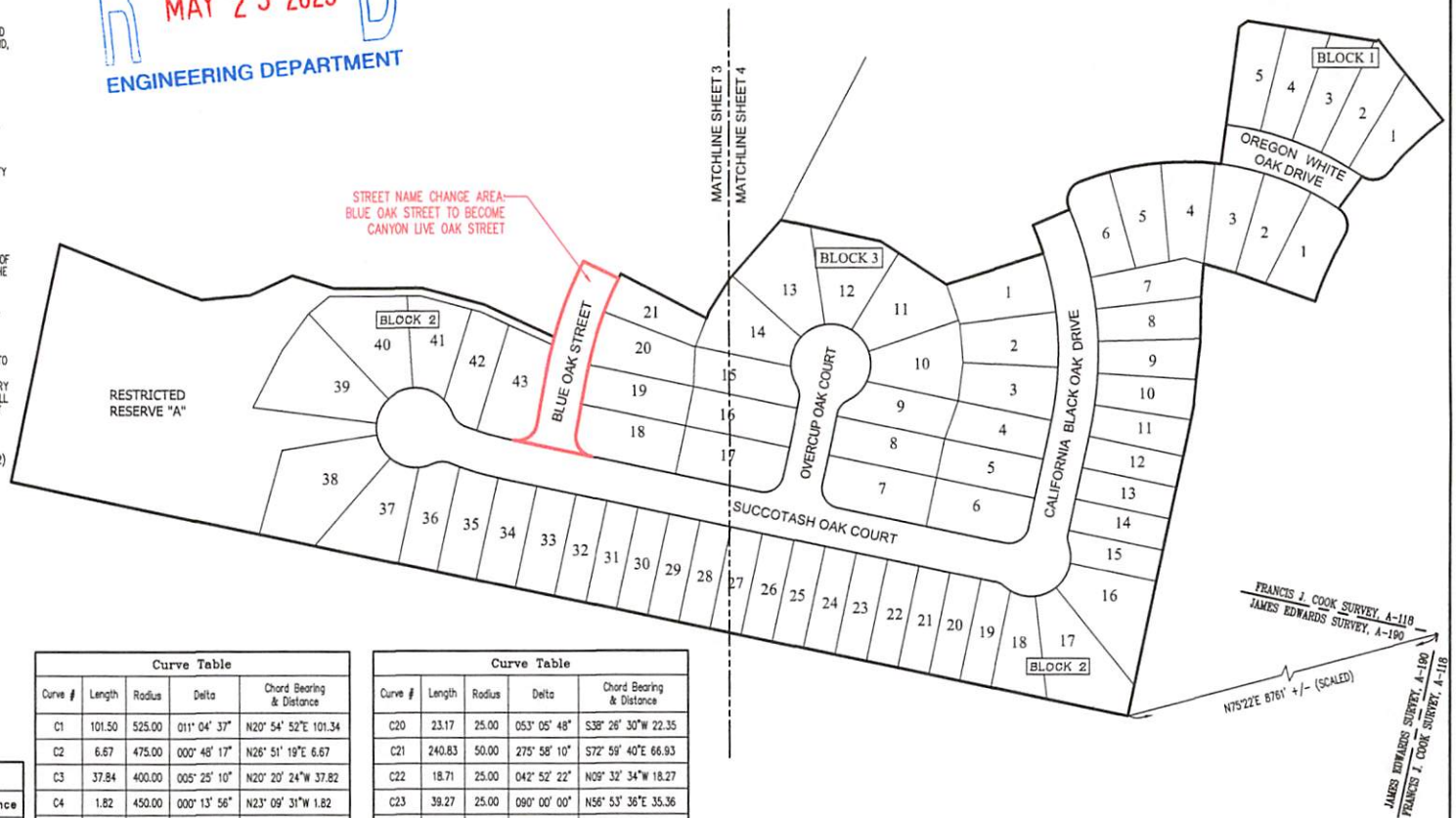
9) PARENT TRACT CALLED 122.30 ACRES CONVEYED TO MERITAGE HOMES OF TEXAS, LLC., AS RECORDED UNDER CLERK'S FILE NUMBER 2019-096420 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS.

10) 1.097 ACRE ACCESS EASEMENT/TEMPORARY TURN AROUND EASEMENT GRANTED TO THE CITY OF CONROE, RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2021-059106 & 2022-020762 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS. SAID EASEMENT, RIGHTS AND PRIVILEGES THEREIN GRANTED SHALL TERMINATE WITHOUT FUTHER ACTION AND ANY PORTION OR ALL OF THE EASMENT SHALL BE DEEMED ABANDONED AND RELEASED AT SUCH TIME AS ALL OR ANY PART OF THE EASEMENT TRACT IS DEDICATED TO THE PUBLIC BY A PLAT.

11) THIS PLAT IS SUBJECT TO CITY OF CONROE VEGETATION ORDIANCE (CHAPTER 102)

12) STANDARD ABBREVIATIONS:

B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
STM. S.E.	STORM SEWER EASEMENT
PRV.	PRIVATE
FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
R.O.W	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
SHT.	SHEET
C.C.F.N.	COUNTY CLERK'S FILE NUMBER
D.R.M.C.T.	DEED RECORDS OF MONTGOMERY COUNTY, TEXAS
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
R.P.R.M.C.T.	REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS



Line Table		
Line #	Bearing	Distance
L1	N84° 15' 29"E	60.85
L2	N65° 13' 07"E	58.73
L3	S72° 47' 04"E	54.88
L4	S63° 32' 48"E	50.00
L5	N21° 58' 23"E	9.34
L6	N32° 23' 05"E	49.04
L7	N67° 00' 55"E	50.00
L8	N53° 17' 01"E	13.61
L9	N57° 38' 51"E	3.20
L10	S36° 17' 33"W	50.05
L11	N73° 16' 09"W	41.45
L12	S04° 34' 38"W	41.74
L13	S01° 08' 32"W	56.16
L14	S06° 45' 22"W	80.32
L15	S78° 06' 24"E	4.97

Line Table		
Line #	Bearing	Distance
L16	S57° 08' 31"E	21.39
L17	S67° 50' 50"E	49.90
L18	N11° 05' 16"E	72.48
L19	N11° 05' 05"E	123.20
L20	N11° 05' 16"E	73.90
L21	N21° 58' 23"E	38.87
L22	N21° 58' 23"E	46.95
L23	N21° 58' 23"E	1.24
L24	N02° 41' 57"E	49.42
L25	N14° 51' 01"E	34.96
L26	S75° 08' 59"E	10.00
L27	S14° 51' 01"W	30.45
L28	N11° 52' 18"E	24.08
L29	S76° 43' 10"E	10.00

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing & Distance
C1	101.50	525.00	011° 04' 37"	N20° 54' 52"E 101.34
C2	6.67	475.00	000° 48' 17"	N26° 51' 19"E 6.67
C3	37.84	400.00	005° 25' 10"	N20° 20' 24"W 37.82
C4	1.82	450.00	000° 13' 56"	N23° 09' 31"W 1.82
C5	40.00	25.00	091° 39' 48"	N22° 33' 25"E 35.86
C6	179.30	352.00	029° 11' 09"	N82° 58' 53"E 177.37
C7	94.77	500.00	010° 51' 36"	S45° 55' 25"W 94.63
C8	36.41	25.00	083° 26' 07"	S82° 12' 41"W 33.27
C9	37.51	25.00	085° 58' 04"	S13° 25' 22"E 34.09
C10	91.40	500.00	010° 28' 27"	S24° 19' 27"W 91.28
C11	274.22	450.00	034° 54' 51"	S05° 35' 08"E 269.99
C12	259.00	425.00	034° 55' 00"	N05° 35' 14"W 255.01
C13	243.80	400.00	034° 55' 17"	N05° 35' 21"W 240.04
C14	13.29	25.00	030° 27' 22"	S03° 21' 23"E 13.13
C15	131.71	50.00	150° 56' 02"	S56° 52' 57"W 96.80
C16	13.29	25.00	030° 27' 22"	N62° 52' 43"W 13.13
C17	78.56	50.00	090° 01' 18"	N56° 52' 57"E 70.72
C18	39.28	25.00	090° 01' 19"	N56° 52' 57"E 35.36
C19	39.27	25.00	090° 00' 00"	S33° 06' 24"E 35.36

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing & Distance
C20	23.17	25.00	053° 05' 48"	S38° 26' 30"W 22.35
C21	240.83	50.00	275° 58' 10"	S72° 59' 40"E 66.93
C22	18.71	25.00	042° 52' 22"	N09° 32' 34"W 18.27
C23	39.27	25.00	090° 00' 00"	N56° 53' 36"E 35.36
C24	38.92	25.00	089° 11' 29"	S33° 30' 39"E 35.10
C25	127.41	475.00	015° 22' 06"	S18° 46' 08"W 127.03
C26	134.11	500.00	015° 22' 06"	S18° 46' 08"W 133.71
C27	140.82	525.00	015° 22' 06"	N18° 46' 08"E 140.40
C28	39.46	25.00	090° 26' 20"	N56° 18' 15"E 35.49
C29	63.18	375.00	009° 39' 14"	S73° 38' 57"E 63.11
C30	71.62	400.00	010° 15' 32"	S72° 58' 38"E 71.52
C31	70.40	425.00	009° 29' 26"	N73° 21' 41"W 70.32
C32	20.71	25.00	047° 27' 45"	S87° 39' 10"W 20.12
C33	241.18	50.00	276° 22' 08"	N22° 06' 22"E 66.67
C34	21.43	25.00	049° 06' 46"	S44° 15' 57"E 20.78
C35	159.85	352.00	026° 01' 08"	N69° 24' 56"W 158.48
C36	172.39	377.00	026° 12' 00"	N69° 19' 40"W 170.89
C37	184.91	402.00	026° 21' 18"	N69° 14' 54"W 183.29

RESERVE TABLE			
RESERVE	ACRES	SQUARE FEET	RESTRICTED USE
RESTRICTED RESERVE "A"	2.264 ACRES	98,622 SQ FT.	RESTRICTED TO DETENTION, DRAINAGE, UTILITIES, LANDSCAPE & OPEN SPACE
TOTAL	2.264 ACRES	98,622 SQ. FT.	

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
TBPELS FIRM No. 10112200
P.O. Box 2501 Conroe Texas 77305
PHONE: (936)756-5266
FAX: (936)756-5281

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Z:\Montgomery Oaks Section 3\Montgomery Oaks Section 3 2/23/23 AC

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Melannie Borbon, Engineering Aide

Workshop

Item Type: Hearing

CITY OF CONROE

Item Type: Hearing

C. Bogert

Joint Meeting: No Joint Meeting

Description

Conduct a Public Hearing for a request to change the street name of "Blue Oak Street" to "Canyon Live Oak Street," in the Montgomery Oaks Section 3 Subdivision.

Summary / Recommendation

This hearing is being conducted prior to consideration of the approval of the request to change the street name of Blue Oak Street to Canyon Live Oak Street, located within the Montgomery Oaks Section 3. On behalf of the developer, Jeffrey Moon and Associate, Inc. has requested to change the street name of Blue Oak Street to Canyon Live Oak Street. The street is located within the Montgomery Oaks Section 3 Subdivision, recorded in Cabinet Z, Sheet 9341, of the Map Records of Montgomery County Texas. There are no adjoining property owners as the lots have yet to be sold. Staff recommends approval.

Attachments

Street Name Change_Blue Oak Street_Public Hearing

June 7, 2023

The Conroe Courier
523 N. Sam Houston Parkway E., Suite 600
Houston, Texas 77060

ATTN: Legal Notices Dept.

RE: **NOTICE OF PUBLIC HEARING**
PROPOSED STREET RENAMING OF
BLUE OAK STREET IN THE MONTGOMERY OAKS SECTION 3
SUBDIVISION, CITY OF CONROE, TEXAS,

Dear Courier:

Please publish the attached Public Hearing Notice in the **June 12, 2023**, issue of The Courier.

If you have any questions, please call me at (936) 522-3011. Thank you for your continued assistance.

Sincerely,

Soco M. Gorjón
City Secretary

Enclosure: Notice of Public Hearing

NOTICE OF PUBLIC HEARING
PROPOSED STREET RENAMING OF BLUE OAK STREET IN THE MONTGOMERY OAKS SECTION 3 SUBDIVISION, CITY OF CONROE, TEXAS

The City Council of the City of Conroe will conduct a Public Hearing on Wednesday, **June 21, 2023,** at 2:00 p.m. in the Council Chamber of the City Hall, located at 300 West Davis Street in Conroe, Texas.

The purpose of the hearing is to receive public comment regarding the renaming of Blue Oak Street, as recorded in Cabinet Z, Sheet 9341, of the Montgomery County Map Records, to Canyon Live Oak Street, which is located in Conroe, Texas.

A copy of the supporting documentation for the street renaming may be viewed in the office of the City Secretary on the 3rd Floor of City Hall at 300 West Davis, Conroe, Texas.

The public is invited to attend and make comment.

Signed this __ day of June, 2023.

_____

Soco M. Gorjón
City Secretary

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Other

C. Bogert

Joint Meeting: No Joint Meeting

Description
Discuss the amendment to the existing Utility Functions Agreement with McComb Realty I, LTD and Peggy Lee Cooper in MUD 183.

Summary/Recommendation
Discuss the revisions of the amendment. The existing agreement was approved by City Council January 14, 2021. The original agreement was estimated at $3,000,000 for "Out-of District Facilities." The amendment will increase the sanitary sewer capacity in the area between 2854 and 105 West for the City and the extension of water lines along McCaleb Road and FM 2854 and Old Hwy 105. Currently there is $4,459,000 budgeted and this amendment is to reallocate an additional $4,082,000 from other projects which will increase the cost of the UFA to $8,541,140.

1. Is the request necessary?
Yes, this will increase the City's capacity.

2. Why was the item not budgeted in the normal budget process?
The agreement was approved January 14, 2021, but an amendment is necessary.

3. Why can a transfer not be made within the department?
No, this is a capital expense, which will come from existing CIP funds.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $4,082,140	Additional Revenues: $

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$4,459,000					$4,459,000
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	(8,541,140)					(8,541,140)
Total	**($8,541,140)**	**$**	**$**	**$**	**$**	**($8,541,140)**
Net Impact	**($4,082,140)**	**$**	**$**	**$**	**$**	**($4,082,140)**

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

The Director of Finance certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

Fiscal Impact

Expenditure Amount: $8,541,140
Revenue Amount: $0
Account Number: various

Budget Amendment Required Y/N: Y
Financial Review Complete: CS
Financial Review Notes:
$4,459,000 is already budgeted in projects I68, I69, I70 & I71
The additional $4,082,000 will need to be budgeted or reallocated from:

501 Unallocated funds	$372,000
502 Unallocated funds	$468,000
502 H61	$ 54,000
505 H61	$438,000
508 I73	$1,175,000
505 I17	$ 28,000
508 I50	$1,547,000

Attachments

Amendment
Cost Summary
Original Agreement
Previous Approval

FIRST AMENDMENT TO UTILITY FUNCTIONS AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO UTILITY FUNCTIONS AGREEMENT (this "Amendment") is made and entered into effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between the **CITY OF CONROE, TEXAS** (the "City"), a municipal corporation and home-rule city located in Montgomery County, Texas, and **MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183**, a body politic and corporate and governmental agency of the State of Texas organized under the provisions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. The City and the District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City is a municipal corporation that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a police department, a fire department and provides other municipal services;

WHEREAS, the District is a body politic and corporate and governmental agency of the State of Texas created by Senate Bill 2197, 87th Session of the Texas Legislature, Regular Session, and operating pursuant to Chapters 49 and 54, Texas Water Code and Chapter 7910A, Special District Local Laws Code;

WHEREAS, the City, Peggy Lee Cooper, and McComb Realty I, Ltd. entered into that certain Utility Functions Agreement, dated January 14, 2021 (the "Agreement");

WHEREAS, Peggy Lee Cooper assigned all of her right, title and interest in and to the Agreement to Benchmark Acquisition, LLC ("Benchmark") pursuant to that certain Assignment of Utility Functions Agreement, dated May 7th, 2021 (the "Cooper Assignment");

WHEREAS, McComb Realty I, Ltd. assigned all of its right, title and interest in and to the Agreement to Benchmark pursuant to that certain Bill of Sale and Assignment of Miscellaneous Property Interests, dated May 7th, 2021 (the "McComb Assignment");

WHEREAS, Benchmark assigned all of its right, title and interest in and to the Agreement to the District pursuant to that certain Assignment of Utility Functions Agreement, dated July 16, 2021 (the "Benchmark Assignment");

WHEREAS, the District plans to construct a water distribution system, a wastewater collection and transportation system, a storm water system, recreational facilities, and road

facilities to serve the development occurring within that portion of the City situated within the boundaries of the District;

WHEREAS, the City now desires that the District construct a larger sanitary sewer gravity extension and lift station than contemplated by the Agreement in order to increase capacity in the Out-of-District Wastewater Facilities (defined herein)

WHEREAS, the larger sanitary sewer gravity extension and lift station will provide sufficient capacity to serve 4,160 equivalent single family connections (based on 275 gallons per day per connection) ("ESFCs"), of which the Parties anticipate the District will utilize 1,376 ESFCs and the City will utilize 2,834 ESFCs; and

WHEREAS, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Amendment and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of the mutual promises, obligations, covenants, and benefits hereinafter set forth, the Parties contract and agree as follows:

Section 1 Section 1.02 of the Agreement is hereby amended by deleting the definition of "Out-of-District Facilities" in its entirety and replacing it with the following:

> "Out-of-District Facilities" shall means the Out-of-District Water Facilities and Out-of-District Wastewater Facilities.

Section 2 Section 1.02 of the Agreement is hereby amended by adding the following definitions:

> "Out-of-District Water Facilities" shall mean the Facilities set forth under "Water Facilities" in Exhibit "C" hereto located outside the boundaries of the District, that the District intends to convey or has conveyed to the City for ownership, operation, and maintenance pursuant to Article IV of this Agreement.
>
> "Out-of-District Wastewater Facilities" shall means the Facilities set forth under "Wastewater Facilities" in Exhibit "C" hereto located outside the boundaries of the District, that the District intends to convey or has conveyed to the City for ownership, operation, and maintenance pursuant to Article IV of this Agreement.

Section 3 Section 4.06 of the Agreement is hereby amended to include the following underlined language:

> **Connection Charges.** Notwithstanding any City ordinance to the contrary, the City may impose a charge for connection to the District Constructed Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City. Notwithstanding anything to contrary in the Agreement's recitals, the City may impose impact or capital recovery fees as may be deemed appropriate and authorized by City ordinance and as authorized by Chapter 395, Texas Local Government Code.

Section 4 Section 3.08 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **Section 3.08 Out-of-District Water Facilities.** The District shall design and construct the Out-of-District Water Facilities to extend the City System to the District's boundaries. The District shall be solely responsible for all design, engineering and right-of-way acquisition costs related to the Out-of-District Water Facilities. The District and the City shall each be responsible for fifty percent (50%) of all construction costs related to the Out-of-District Water Facilities up to a total of $2,057,000. The District shall be solely responsible for all construction costs related to the Out-of-District Water Facilities that exceed $2,057,000 so that the City's maximum responsibility does not exceed $1,028,500. The District shall provide written notice to the City within fifteen (15) days of the District's award of a winning bid for construction of a Project for Out-of-District Water Facilities. Within fifteen (15) days of the City's receipt of such notice, the City shall advance the District fifty percent (50%) of the construction costs set forth in such award contract, including construction management by the District Engineer. Upon completion of a Project for Out-of-District Water Facilities, the District shall perform a final accounting. If the final accounting indicates that the amount paid by the City to the District exceeds fifty percent (50%) of the actual construction costs for such Project for Out-of-District Water Facilities, the District shall pay to the City the amount of such excess within sixty (60) days of the date the final accounting is completed. If the final accounting indicates that the amount paid by the City to the District is less than fifty percent (50%) of the actual construction costs for such Project for Out-of-District Water Facilities, the City shall pay to the District the amount of such deficiency within sixty (60) days of the date the final accounting is completed.

Section5 Section 3.09 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **3.09 Out-of-District Wastewater Facilities.** The District shall design and construct the Out-of-District Wastewater Facilities to extend the City System to the District's boundaries. The District shall be solely responsible

for all design, engineering and right-of-way acquisition costs related to the Out-of-District Wastewater Facilities. The District shall be responsible for thirty one point eight seven five percent (31.875%) of all construction costs related to the Out-of-District Wastewater Facilities, and the City shall be responsible for sixty eight point one two five percent (68.125%) of all construction costs related to the Out-of-District Wastewater Facilities. The District shall provide written notice to the City within fifteen (15) days of the District's award of a winning bid for construction of a Project for Out-of-District Wastewater Facilities. Within fifteen (15) days of the City's receipt of such notice, the City shall advance the District sixty eight point one two five percent (68.125%) of the construction costs set forth in such award contract, including construction management by the District Engineer. Upon completion of a Project for Out-of-District Wastewater Facilities, the District shall perform a final accounting. If the final accounting indicates that the amount paid by the City to the District exceeds sixty eight point one two five percent (68.125%) of the actual construction costs for such Project for Out-of-District Wastewater Facilities, the District shall pay to the City the amount of such excess within sixty (60) days of the date the final accounting is completed. If the final accounting indicates that the amount paid by the City to the District is less than sixty eight point one two five percent (68.125%) of the actual construction costs for such Project for Out-of-District Wastewater Facilities, the City shall pay to the District the amount of such deficiency within sixty (60) days of the date the final accounting is completed.

Section 6 A new Section 3.10 is hereby added to the Agreement as follows:

3.10 Temporary Force Main Facilities. Notwithstanding anything herein to the contrary herein, the District may, at its sole cost and expense, design and construct a temporary force main to temporarily extend the City Wastewater System to the District's boundaries. Within twelve (12) months of the date that the District closes on its first issue of Bonds or within twelve (12) months of the date that there are 300 single family homes constructed within the District, whichever occurs first, the District shall commence construction of the gravity sanitary sewer line Out-of-District Wastewater Facilities necessary to permanently extend the City Wastewater System to the District's boundaries in accordance with Section 3.09 above.

Section7 Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

Section 8 Term. This Amendment shall continue in force and effect for the same period as the Agreement.

Section 9 Contract in Effect; Amendment Controls. All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect. In the event that any provision of this Amendment conflict with the Agreement, the provisions of this Amendment shall control.

Section 10 Merger. This Amendment, together with the Agreement, embodies the entire agreement between the Parties relative to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the City has executed this Agreement as of the ____ day of _____, 2023, to be effective as of the Effective Date.

CITY OF CONROE, TEXAS

_____
JODAY CZAJKOSKI, Mayor

ATTEST/SEAL:

_____
SOCO M. GORJON, City Secretary

APPROVED AS TO FROM:

_____
Michael T. Garner, Interim City Attorney

IN WITNESS WHEREOF, the District has executed this Agreement as of the ____ day of _____, 2023, to be effective as of the Effective Date.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 183

By: _____
Stephany King
President, Board of Directors

EXHIBIT “C”

OUT-OF-DISTRICT FACILITIES

Out-of-District Facilities					
Description	Original Cost	Revised Cost		District Share	City of Conroe Share
Water Line Extension (McCaleb Rd & FM 2854)	$1,185,000	$1,778,000		$1,185,500	$592,500
Water Line Extension (Old Hwy 105)	$872,000	$1,506,000		$1,070,000	$436,000
Sanitary Sewer Gravity Extension & Lift Station	$4,091,000	$11,048,000		$3,535,360	$7,512,640
Totals	$6,148,000	$14,332,000		$5,790,860	$8,541,140

Notes
1) Right-of-way acquisition, planning, surveying and engineering design are excluded
2) Construction administration, field observation, and material lab testing services are included (estimated at 6%)
3) Timber Pointe Connections = 1,326
4) Total sanitary demand on gravity sewer main = 4,160 connections

Montgomery County Municipal Utility District 183: 32%
City of Conroe:68%

EXHIBIT "C"

OUT-OF-DISTRICT FACILITIES
SUMMARY OF ESTIMATED CONSTRUCTION COSTS

Description	District Share	City of Conroe Share	Total Costs
Water Line Extension (McCaleb Rd & FM 2854)	$ 592,500	$ 592,500	$ 1,185,000
Water Line Extension (Old Hwy 105)	$ 436,000	$ 436,000	$ 872,000
Sanitary Sewer Gravity Extension & Lift Station	$ 2,045,500	$ 2,045,500	$ 4,091,000
Totals	**$ 3,074,000**	**$ 3,074,000**	**$ 6,148,000**

Note: This Summary was prepared using the preliminary cost estimate worksheets provided by the City of Conroe, dated 02/28/2020 (copies attached for reference). Right-of-way acquisition, planning, surveying, and engineering design are excluded. Construction administration, field observation, and material lab testing services are included (estimated at 6%).

UTILITY FUNCTIONS AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

THIS UTILITY FUNCTIONS AGREEMENT (this "Agreement") is made and entered into effective as of the 14th day of Jan., 2021 (the "Effective Date"), by and between the **CITY OF CONROE, TEXAS** (the "City"), a municipal corporation and home-rule city located in Montgomery County, Texas, **PEGGY LEE COOPER** ("Cooper") and **MCCOMB REALTY I, LTD.**, a Texas limited liability company (the "Developer", and together with Cooper, the "Landowners"), on behalf of proposed **MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183**, to be created as a body politic and corporate and governmental agency of the State of Texas organized under the provisions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended (hereinafter, the term "District" (as defined herein) shall be construed to include both the Developer, and the District, as it is the intention of the parties to this Agreement that all rights, benefits and obligations pursuant to this Agreement shall ultimately be assigned to said District upon its creation. Thus, the representations herein by said Montgomery County Municipal Utility District No. 183 at this time represent Developer's commitment to cause or direct the same to occur.) The City, Cooper, the Developer, and the District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City is a municipal corporation that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a police department, a fire department and provides other municipal services;

WHEREAS, the Landowners own approximately 393.9 acres of land in Montgomery County, Texas, located within the City's extraterritorial jurisdiction described more particularly in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the Landowners have petitioned the City to (i) annex the Property and (ii) consent to the creation of the District over the Property;

WHEREAS, the City has consented to the creation of the District over the Property;

WHEREAS, the Developer plans to construct, on behalf of the District, a water distribution system, a wastewater collection and transportation system, a storm water system, recreational facilities, and road facilities to serve the development occurring within that portion of the City situated within the boundaries of the District;

WHEREAS, the Parties now desire to enter into an agreement under the terms of which, among other things: (i) the District will construct or acquire for the benefit of, and for ultimate conveyance to the City, all or certain of the Facilities (as defined herein) needed to serve land to be developed within the boundaries of the District; (ii) the City will maintain the District Constructed Facilities (as defined herein) once such District Constructed Facilities are conveyed to the City by the District; (iii) the City will provide sufficient water supply and wastewater treatment plant capacity to serve the Property at full development, on a time schedule that meets the Developer's needs, at no cost to the Landowners or the District and without imposing any impact fees on the Landowners, the District, or any of its customers; and (iv) the City will provide water supply and wastewater treatment services to the customers within the District; and

WHEREAS, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of the mutual promises, obligations, covenants, and benefits hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I
DEFINITIONS

1.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

1.02 Definitions. Unless the context requires otherwise, and in addition to the terms defined above, the following capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Agreement" shall have the meaning set forth in the introductory paragraph hereto.

"Approving Bodies" shall mean the City, the TCEQ, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice, and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction, or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving, or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

"City" shall have the meaning set forth in the introductory paragraph hereto.

"City Administrator" shall mean the City Administrator of the City.

"City System" shall mean the City Wastewater System and the City Water System. The term includes all District Constructed Facilities that have been conveyed to and accepted by the City in accordance with this Agreement, upon such conveyance and acceptance. The term expressly excludes storm water detention ponds, whether or not constructed by District, which are not to be conveyed to or accepted by City.

"City Wastewater System" shall mean all the wastewater treatment facilities, lines, components, and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

"City Water System" shall mean all the water production wells, pumps, lines, meters, components, facilities, and equipment owned and used by the City to produce, pump, treat, monitor, convey, supply, and distribute water to the public.

"Consent Resolution" shall have the meaning set forth in Section 2.02.

"Construction Plan" shall mean the final plans and specifications for a District Constructed Facility approved or permitted by the City.

"Cooper" shall have the meaning set forth in the introductory paragraph hereto.

"Developer" shall have the meaning set forth in the introductory paragraph hereto.

"District" shall mean the proposed Montgomery County Municipal Utility District No. 183, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries all or any portion of the Property and any land that is annexed into the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds, and other materials or property of the District.

"District Constructed Facilities" shall mean the In-District Facilities, Out-of-District Facilities and Temporary Force Main Facilities.

"District Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"District System" shall mean the District Wastewater System and District Water System.

"District Tax Rate" shall mean the District's total tax rate, calculated as the sum of taxes levied by the District for debt service, operations and maintenance, and any other ad valorem taxes levied by the District for any lawful purpose. In determining the District Tax Rate for any particular year, the parties recognize that the District Tax Rate may increase or decrease.

"District Wastewater System" means the wastewater system that will be constructed by or on behalf of the District to provide for collection of Wastewater received from customers within the District, ending at the Point(s) of Connection of Wastewater, and will include any sewer force main, booster pumps and lift stations that will be required to transport wastewater from customers within the District to the Point(s) of Connection of Wastewater.

"District Water System" shall mean the water supply and distribution system that will be constructed by or on behalf of the District for the distribution of water to serve customers of the District, ending at the Point(s) of Connection of Water.

"Effective Date" shall have the meaning set forth in the introductory paragraph hereto.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Engineers" shall mean IDS Engineering Group, or its replacement, successor or assignee.

"ESD" shall have the meaning set forth in Section 2.03.

"Facilities" shall mean and include the water supply distribution, sanitary sewer collection, and storm water collection, detention, and drainage systems, recreational facilities, and roads and improvements in aid of those roads (including, but not limited to, streetlights, pedestrian crossings, signage and sidewalks) constructed or acquired or to be constructed or acquired by the District, whether actually located within or without the boundaries of the District, to serve the lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"HOA" shall have the meaning set forth in Section 4.07.

"In-District Facilities" shall mean the Facilities located within the boundaries of the District, with the exception of all storm water detention ponds and systems, that the District intends to convey or has conveyed to the City for ownership, operation, and maintenance pursuant to Article IV of this Agreement.

"Inspection" shall have the meaning set forth in Section 4.01.

"Landowners" shall have the meaning set forth in the introductory paragraph hereto.

"Maintenance Period" shall have the meaning set forth in Section 4.02.

"Notice" shall have the meaning set forth in Section 9.05.

"Out-of-District Facilities" shall mean the Facilities set forth in Exhibit "C" hereto located outside the boundaries of the District, that the District intends to convey or has conveyed to the City for ownership, operation, and maintenance pursuant to Article IV of this Agreement.

"Party" and "Parties" shall have the meaning set forth in the introductory paragraph hereto.

"Point(s) of Connection of Wastewater" shall mean the point or points where the District Wastewater System connects to the City Wastewater System, the locations of which shall be mutually agreed upon by the District and the City.

"Point(s) of Connection of Water" shall mean the point or points where the District Water System connects to the City Water System, the locations of which shall be mutually agreed upon by the District and the City.

"Project" and "Projects" shall have the meaning set forth in Section 3.01.

"Property" shall mean all the land described in the attached Exhibit "A" and also means and automatically includes any other property annexed into the District after the Effective Date.

"Punchlist" shall have the meaning set forth in Section 4.01.

"TCEQ" shall mean the Texas Commission on Environmental Quality and its successors.

"Temporary Force Main Facilities" shall mean the temporary force main to be constructed outside the boundaries of the District pursuant to Section 3.09.

"Utility Development Agreement" shall have the meaning set forth in Section 5.05.

"Wastewater Services" shall mean the services provided by the City in receiving, treating, testing, and disposing of wastewater from customers within the District in accordance with this Agreement.

"Water Supply Services" shall mean the services provided by the City in treating, pumping, transporting, and delivering of water to customers within the District in accordance with this Agreement.

ARTICLE II
ANNEXATION, CREATION OF MUNICIPAL UTILITY DISTRICT AND DEVELOPMENT OF PROPERTY

2.01 Petition for Annexation of Property. The Parties acknowledge that the Landowners petitioned the City to annex the Property on August 26, 2020. The Parties further acknowledge that the City completed the annexation on October 22, 2020.

2.02 Consent to the Creation of a Municipal Utility District. The Parties acknowledge that the City consented by resolution to the creation of the District over the Property on September 24, 2020. A copy of such consent resolution is attached hereto as Exhibit "B" (the "Consent Resolution"). The District shall be authorized to exercise all powers granted to municipal utility districts pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, and all other applicable laws and regulations existing at the time of creation or thereafter enacted. These powers shall include, but not be limited to, the power to design, construct, and issue Bonds for the Facilities.

2.03 Removal of Property from Montgomery County Emergency Services District No. 3. The Property is located in Montgomery County Emergency Services District No.3 (the "ESD"), a taxing authority that provides fire protection and emergency medical and ambulance services to the Property. The City agrees that, upon annexation of the Property into the City, the City shall cause the removal of the Property from the ESD pursuant to Health and Safety Code Section 775.022, as amended so that no ESD tax rate shall be imposed on the Property following the annexation of the Property into the City. The City shall be solely responsible for any compensation due to the ESD pursuant to Section 775.022 without contribution or reimbursement by the Landowners or the District.

2.04 Retail Water and Sewer Services; Police, Fire Protection Services, Emergency Medical Services, and Trash Collection Services. The City agrees that, upon annexation of the Property into the City, the City shall provide retail water and sewer services within the boundaries of the District in accordance with Article IV hereof. Further, the City shall provide police, fire-fighting, first responder, and trash services to all residents and property owners in the District upon the same basis and at the same cost as those services are provided elsewhere within the full purpose boundaries of the City.

2.05 Plans and Approvals. The Developer agrees to submit all plans and specifications for streets and other public improvements to the City for review and approval in accordance with the City's applicable codes, regulations and ordinances prior to commencing construction of any such improvements.

ARTICLE III
DESCRIPTION, DESIGN, FINANCING, AND CONSTRUCTION OF THE FACILITIES

3.01 Facilities. The District shall finance, design and construct the Facilities in such phases or portions as the District determines to be economically feasible (each such phase or portion a "Project," and collectively, the "Projects"). The Projects shall be designed and

constructed in compliance with all applicable requirements and criteria of the City, Montgomery County and the TCEQ. The City shall not require the District to design and construct the Facilities to requirements and criteria more stringent than those applicable to design and construction within the City's corporate limits.

3.02 City Water Distribution Facilities. The District, at its own expense, may make one or more connections to the City Water System without capital charges of any kind therefor at the Point(s) of Connection of Water; provided, however, that any connection to the City Water System must be supervised by a City engineer. Notwithstanding the foregoing, the City shall have no obligation to provide internal water distribution facilities within the boundaries of the District.

3.03 Water Supply Capacity. The City shall provide the District with its ultimate requirements for water supply as needed and required by the District, and same shall be provided without capital charges of any kind therefor. The City represents that it will have sufficient water supply capacity to serve development in the District as needed. The City shall make any and all necessary improvements to its existing City Water System or cause to be constructed any additional water supply facilities (including any wells, plants, and related appurtenances, but excluding any Out-of-District Facilities), at no cost to the District, to serve development in the District.

3.04 City Wastewater Collection Facilities. The District, at its own expense, may make one or more connections to the City Wastewater System without capital charges of any kind therefor at the Point(s) of Connection of Wastewater; provided, however, that any connection to the City Wastewater System must be supervised by a City engineer. Notwithstanding the foregoing, the City shall have no obligation to provide internal wastewater collection facilities within the boundaries of the District.

3.05 Wastewater Treatment Plant Capacity. The City shall provide the District with its ultimate requirements for wastewater treatment capacity as needed and required by the District, and same shall be provided without capital charges of any kind therefor. The City represents that it will have sufficient wastewater treatment capacity to serve development in the District as needed. The City shall make any and all necessary improvements to its existing City Wastewater System or cause to be constructed any additional wastewater treatment facilities (including any plants, expansion to existing plants and related appurtenances), at no cost to the District, to serve development in the District.

3.06 Connections to the City System. Notwithstanding anything to the contrary in this Agreement, no In-District Facilities shall be connected to the City System until:

1. the City has inspected and approved the Point(s) of Connection of Wastewater or Point(s) of Connection of Water, as applicable; and

2. all buildings or structures served by such In-District Facilities shall be located entirely within the boundaries of a lot or parcel shown in a plan, plat or replat filed with and finally approved by the City Planning Commission and duly recorded in the official records of the county where the property is located (provided this

limitation shall not apply if no plan, plat or replat is required by applicable State statutes, City ordinances or City Planning Commission regulations).

3.07 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers of land within the District that the District is entitled to the use and benefit of Water Supply Services and Wastewater Services in the City System.

3.08 Out-Of-District Facilities. The District shall design and construct the Out-of-District Facilities to extend the City System to the District's boundaries. The District shall be solely responsible for all design, engineering and right-of-way acquisition costs related to the Out-of-District Facilities. The District and the City shall each be responsible for fifty percent (50%) of all construction costs related to the Out-of-District Facilities up to a total of $6,148,000. The District shall be solely responsible for all construction costs related to the Out-of-District Facilities that exceed $6,148,000 so that the City's maximum responsibility does not exceed $3,074,000. The District shall provide written notice to the City within fifteen (15) days of the District's award of a winning bid for construction of a Project for Out-of-District Facilities. Within fifteen (15) days of the City's receipt of such notice, the City shall advance the District fifty percent (50%) of the construction costs set forth in such awarded contract, including construction management by the District Engineer. Upon completion of a Project for Out-of-District Facilities, the District shall perform a final accounting. If the final accounting indicates that the amount paid by the City to the District exceeds fifty percent (50%) of the actual construction costs for such Project for Out-of-District Facilities, the District shall pay to the City the amount of such excess within sixty (60) days of the date the final accounting is completed. If the final accounting indicates that the amount paid by the City to the District is less than fifty percent (50%) of the actual construction costs for such Project for Out-of-District Facilities, the City shall pay to the District the amount of such deficiency within sixty (60) days of the date the final accounting is completed.

3.09 Temporary Force Main Facilities. Notwithstanding anything to the contrary herein, the District may, at its sole cost and expense, design and construct a temporary force main to temporarily extend the City Wastewater System to the District's boundaries. Within twelve (12) months of the date that the District closes on its first issue of Bonds or within twelve (12) months of the date that there are 300 single family homes constructed within the District, whichever occurs first, the District shall commence construction of the gravity sanitary sewer line Out-of-District Facilities necessary to permanently extend the City Wastewater System to the District's boundaries in accordance with Section 3.08 above.

ARTICLE IV
OWNERSHIP, OPERATION, AND MAINTENANCE OF THE DISTRICT CONSTRUCTED FACILITIES

4.01 Conveyance of the District Constructed Facilities. Upon completion of construction of a Project, the District's engineer shall send Notice to the City requesting that it conduct a visual walkthrough inspection of the District Constructed Facilities constructed as part of the Project to determine whether the District Constructed Facilities were completed in

accordance with its Construction Plan (an "Inspection"). Within five (5) business days of the District's Notice, the City shall conduct the requested Inspection. The City shall issue an approval letter to the District within ten (10) business days of the City's Inspection if the City determines that the District Constructed Facilities for the Project were completed in accordance with their Construction Plans. In the event the City determines that the District Constructed Facilities were not completed in accordance with their Construction Plans, the City shall provide the District's engineer with a list of remedial items to be completed in order for the District Constructed Facilities to be completed in accordance with their Construction Plan (a "Punchlist"). The Punchlist shall be delivered within five (5) business days of the City's Inspection. The District shall then cause the Project contractor(s) to correct the items identified in the Punchlist. Upon completion, the District shall provide Notice to the City requesting a follow-up Inspection. The process of Inspection, correction and Notice shall continue until such time as the City issues an approval letter to the District for the Project.

4.02 Acceptance of the District Constructed Facilities. For a period of one (1) year following the District's receipt of approval for each Project, title to the District Constructed Facilities shall remain with the District, and the District shall be responsible for all maintenance associated with the District Constructed Facilities (each such period, a "Maintenance Period"). As soon as reasonably practicable following each Maintenance Period, but in no event later than thirty (30) days after the expiration of a Maintenance Period, the City will accept the conveyance of the District Constructed Facilities constructed during the Project by approving, executing, and recording in the official records of Montgomery County, Texas a Utility Conveyance and Security Agreement in substantially the form attached hereto as Exhibit "D", as such Utility Conveyance and Security Agreement has been approved and executed by the District, and the District Constructed Facilities so conveyed shall be operated, maintained, repaired, and/or replaced by the City at its sole cost and expense as provided in this Agreement. At such time as the District's Bonds issued to construct the District Constructed Facilities have been discharged, the District shall execute a release of any retained security interest and the City shall own the District Constructed Facilities free and clear of such security interest.

4.03 Operation of the District Constructed Facilities by the City. Once the City has approved a Project in accordance with Section 4.01, the City will operate the District Constructed Facilities and provide service to all users within the District without discrimination during the term of this Agreement. The City will operate the District Constructed Facilities, or cause the same to be operated, in an efficient and economical manner, at a reasonable cost and in accordance with sound business principles. The City will also operate the District Constructed Facilities, or cause the same to be operated, according to and in compliance with (i) all applicable contractual provisions and agreements related to the District Constructed Facilities, and (ii) all applicable rules, regulations, directions, and/or orders by any governmental, administrative, or judicial body promulgating the same.

The City shall maintain all customer information and records necessary to provide monthly billings to customers served by the District Constructed Facilities accepted and operated by the City. The City shall coordinate with the District's consultants, such as attorneys, engineers, auditors, tax assessors, and financial advisors, as necessary to maintain efficient operation of the District Constructed Facilities. The City shall promptly respond to inquiries or correspondence

from governmental or regulatory authorities and the District' directors, customers, or consultants.

Upon written request from the District, the City shall provide within thirty (30) days a written report to the District indicating the total number of active and inactive service connections within the District in order to satisfy TCEQ requirements in connection with the issuance of Bonds.

4.04 Rates and Meters. The City shall bill and collect from customers of the District Constructed Facilities and shall from time to time fix such rates and charges for such customers of the District Constructed Facilities as the City, in its sole discretion, determines are necessary; provided, however, that the rates and charges for services afforded by the District Constructed Facilities will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All revenues collected by the City from the District Constructed Facilities shall belong exclusively to the City. The City shall, upon taking ownership of the District Constructed Facilities, be responsible for providing and installing any necessary meters with the individual customers. The District shall assign all deposits on hand from and all receivables due from the District's customers to the City using such documentation as determined to be mutually agreeable to the Parties.

4.05 Repair and Maintenance of the District Constructed Facilities. Prior to the City's acceptance of the District Constructed Facilities, the District shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, those District Constructed Facilities, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The cost of all materials and supplies used to maintain, repair or replace the District Constructed Facilities shall be borne solely by the District. After its acceptance of the District Constructed Facilities, the City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, those District Constructed Facilities, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The cost of all materials and supplies used to operate, maintain, repair or replace the District Constructed Facilities shall be borne solely by the City.

4.06 Connection Charges. Notwithstanding any City ordinance to the contrary, the City may impose a charge for connection to the District Constructed Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.07 Recreational Facilities and Detention Facilities. Unless otherwise mutually agreed to in writing by the City and the District, the District shall retain title to, and shall be responsible for the operations and maintenance of recreational and detention facilities constructed by or on behalf of the District, including any amenity aspects of a detention facility that do not relate to such a facility's hydraulic functions. Prior to the completion of construction of any such facilities, the District shall enter into a contract with the homeowners association(s) or commercial property owners association(s) within the District, or other entity acceptable to the City (hereinafter referred to as an "HOA"), which contract shall provide that if the District is dissolved

for any reason, then prior to the effective date of dissolution (i) the District will convey fee title to, or an easement over, the sites in which such recreational and detention facilities are located to the HOA, and (ii) the HOA will continue the operation and maintenance of the facilities as of and following dissolution. The Contract may allow the District, prior to dissolution, to own, operate and maintain such facilities or to contract with the HOA for such operations and maintenance on terms acceptable to the District. In no event shall the City be responsible for the operation or maintenance of any such recreational or detention facilities, either before or after the dissolution of the District, unless the City expressly agrees in writing to assume such obligation.

4.08 Operation and Maintenance Tax. In order to pay for the day-to-day operations expenses of the District and for services and the maintenance of any recreational facilities or detention facilities, the District may levy, assess, and collect an operation and maintenance tax.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas. The District shall not sell Bonds for the Facilities unless the District's financial advisor determines that the Bonds and any other indebtedness of the District payable from taxes can be amortized with a projected District Tax Rate that does not exceed the rate set forth in Section 293.59(k)(3)(A) of Title 30, Texas Administrative Code, as amended from time to time (currently $1.50 per $100 of assessed valuation). If approval by the TCEQ is required under applicable law, the District shall not be authorized to sell Bonds for the Facilities until it has provided the City with a certified copy of the TCEQ order approving the bond issue. The foregoing shall not be construed as a limitation on the District's authority to levy an unlimited tax rate, it being understood and acknowledged that the Bonds may be payable in whole or in part from and secured by a pledge of the proceeds of an ad valorem tax, without legal limitation as to rate or amount.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring the Facilities or parts of the Facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore within or without the boundaries of the District, and providing for developer interest and for any necessary capitalized interest and costs of issuance. The District may also issue Bonds in order to refund Bonds previously issued by the District.

5.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any date subsequent to the tenth (10^{th}) anniversary of the date of issuance. Public bids shall be taken on the sale of all Bonds, other than Bonds issued to refund previously issued Bonds. None of such Bonds, other than Bonds issued to refund previously issued Bonds, will be sold for less than ninety-five percent (95%) of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as

well as the interest rate borne by such Bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for such Bonds will be received, if and as required, in accordance with Section 49.183, Texas Water Code, as amended. The resolution or order authorize the issuance of Bonds by the District shall contain a provision that any pledge of the revenues from the operation of the District's utility facilities to the payment of debt service will terminate when and if the City takes over the assets and assumes all of the obligation of the District

5.04 Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations, and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other District Obligations relating to the financing, acquisition, or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.

5.05 Construction by Third Parties. From time to time, the District may enter into one or more agreements (hereinafter, a "Utility Development Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Utility Development Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations, and guidelines of the applicable Approving Bodies.

5.06 Bond Application Report; Capacity Allocation Letters. The City acknowledges and agrees that the District will seek approval from the TCEQ to reimburse the Developer for funds advanced to the District or other goods and services provided to the District in connection with the design permitting, construction, and financing of certain of the Facilities. In that regard, the City agrees to provide reasonable assistance in making documents available to the District for the preparation of bond application reports to the TCEQ requesting approval of such reimbursement. The City agrees to provide written assurance to the District of available Water Supply Services and Wastewater Services capacities allocated and provided by the City to the District in accordance with this Agreement in connection with bond application reports or other requests from the TCEQ or other regulatory bodies with jurisdiction.

ARTICLE VI
DISTRICT TAXES

6.01 District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the District Obligations and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund; and (ii) for maintenance and operation purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the District's authority to levy ad valorem taxes or issue Bonds or District Obligations as the Board of Directors of the District from time to time in its sole discretion may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments, shall become the property of the District and may be applied by the District to the payment of all or any portion of all proper debts, obligations, costs, and expenses of the District and may be pledged or assigned to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the District Obligations or otherwise in accordance with applicable law. The City and the District each agree to notify the other as soon as is reasonably possible in the event it is ever made a party to or initiates a lawsuit for unpaid taxes.

6.02 Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or encumber any portion of the Facilities except as otherwise provided in this Agreement.

ARTICLE VII
DISSOLUTION OF THE DISTRICT

7.01 Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided by the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District Assets and assume the District Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve or attempt to dissolve the District until the following conditions have been met:

1. All of the Facilities to serve at least 95% of the land in the District have been completed; and

2. The Developer(s) developing the Facilities has/have received full payment by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligations for such payment by the District under such rules.

Upon dissolution of the District, the City shall acquire the District Assets and shall assume the District Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District Obligations pursuant to any existing Utility Development Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling

bonds of the City in at least the amount necessary to discharge the District Obligations, including those under any Utility Development Agreements.

7.02 Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District Assets to, and the assumption of the District Obligations by, the City.

ARTICLE VIII
REMEDIES IN EVENT OF DEFAULT

The Parties expressly recognize and acknowledge that a breach of this Agreement by any Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by any Party, the other Parties shall be entitled, but not limited, to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party. In the event that a Party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching Party shall be required to pay for the non-breaching Party's attorney's fees and court costs.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01 Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees, and inspections, shall be of full force and effect within its boundaries the same as to the other areas within the City's corporate limits, except to the extent inconsistent with the terms of this Agreement.

9.02 Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the

water and sewer systems hereunder, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party experiencing such difficulty.

9.03 Applicable Law. This Agreement shall be governed by the laws of the State of Texas without regard to conflict of law principles and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Montgomery County.

9.04 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.05 Address and Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party: (a) by delivering the same in person; (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified; or (d) by sending the same by facsimile with confirming copy sent by mail. Notice deposited in the United States Mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Conroe
P.O. Box 3066
Conroe, Texas 77305-3066
Attn: City Administrator

Landowners: McComb Realty, I, Ltd
Peggy Lee Cooper
c/o Black Flag Properties
P.O. Box 3066
Conroe, Texas 77305

With copy to: Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Bryan Yeates

District: Montgomery County Municipal Utility District No. 183
c/o Schwartz, Page & Harding, LLP
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Bryan Yeates

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

9.06 Assignability. This Agreement may be assigned by any Party upon notice in writing to the other Parties; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement to the nonassigning Parties.

9.07 No Additional Waiver Implied. The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Parties.

9.08 Reservation of Rights. All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the Parties.

9.09 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

9.10 Merger. This Agreement embodies the entire understanding between the Parties and there are no representations, warranties, or agreements between the Parties covering the subject matter of this Agreement other than the Consent Resolution. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

9.11 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of the Parties, with respect to the provisions hereof.

9.12 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

9.13 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected and shall be construed as closely as possible to comport with the original intent of the Parties.

9.14 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of forty (40) years from said date.

9.15 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9.16 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

9.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

9.18 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities and with the Constitution and laws of the State of Texas.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

limitation shall not apply if no plan, plat or replat is required by applicable State statutes, City ordinances or City Planning Commission regulations).

3.07 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers of land within the District that the District is entitled to the use and benefit of Water Supply Services and Wastewater Services in the City System.

3.08 Out-Of-District Facilities. The District shall design and construct the Out-of-District Facilities to extend the City System to the District's boundaries. The District shall be solely responsible for all design, engineering and right-of-way acquisition costs related to the Out-of-District Facilities. The District and the City shall each be responsible for fifty percent (50%) of all construction costs related to the Out-of-District Facilities. The District shall provide written notice to the City within fifteen (15) days of the District's award of a winning bid for construction of a Project for Out-of-District Facilities. Within fifteen (15) days of the City's receipt of such notice, the City shall advance the District fifty percent (50%) of the construction costs set forth in such awarded contract, including construction management by the District Engineer. Upon completion of a Project for Out-of-District Facilities, the District shall perform a final accounting. If the final accounting indicates that the amount paid by the City to the District exceeds fifty percent (50%) of the actual construction costs for such Project for Out-of-District Facilities, the District shall pay to the City the amount of such excess within sixty (60) days of the date the final accounting is completed. If the final accounting indicates that the amount paid by the City to the District is less than fifty percent (50%) of the actual construction costs for such Project for Out-of-District Facilities, the City shall pay to the District the amount of such deficiency within sixty (60) days of the date the final accounting is completed.

3.09 Temporary Force Main Facilities. Notwithstanding anything to the contrary herein, the District may, at its sole cost and expense, design and construct a temporary force main to temporarily extend the City Wastewater System to the District's boundaries. Within twelve (12) months of the date that the District closes on its first issue of Bonds or within twelve (12) months of the date that there are 300 single family homes constructed within the District, whichever occurs first, the District shall commence construction of the gravity sanitary sewer line Out-of-District Facilities necessary to permanently extend the City Wastewater System to the District's boundaries in accordance with Section 3.08 above.

ARTICLE IV
OWNERSHIP, OPERATION, AND MAINTENANCE OF THE DISTRICT CONSTRUCTED FACILITIES

4.01 Conveyance of the District Constructed Facilities. Upon completion of construction of a Project, the District's engineer shall send Notice to the City requesting that it conduct a visual walkthrough inspection of the District Constructed Facilities constructed as part of the Project to determine whether the District Constructed Facilities were completed in accordance with its Construction Plan (an "Inspection"). Within five (5) business days of the District's Notice, the City shall conduct the requested Inspection. The City shall issue an approval

letter to the District within ten (10) business days of the City's Inspection if the City determines that the District Constructed Facilities for the Project were completed in accordance with their Construction Plans. In the event the City determines that the District Constructed Facilities were not completed in accordance with their Construction Plans, the City shall provide the District's engineer with a list of remedial items to be completed in order for the District Constructed Facilities to be completed in accordance with their Construction Plan (a "Punchlist"). The Punchlist shall be delivered within five (5) business days of the City's Inspection. The District shall then cause the Project contractor(s) to correct the items identified in the Punchlist. Upon completion, the District shall provide Notice to the City requesting a follow-up Inspection. The process of Inspection, correction and Notice shall continue until such time as the City issues an approval letter to the District for the Project.

4.02 Acceptance of the District Constructed Facilities. For a period of one (1) year following the District's receipt of approval for each Project, title to the District Constructed Facilities shall remain with the District, and the District shall be responsible for all maintenance associated with the District Constructed Facilities (each such period, a "Maintenance Period"). As soon as reasonably practicable following each Maintenance Period, but in no event later than thirty (30) days after the expiration of a Maintenance Period, the City will accept the conveyance of the District Constructed Facilities constructed during the Project by approving, executing, and recording in the official records of Montgomery County, Texas a Utility Conveyance and Security Agreement in substantially the form attached hereto as Exhibit "D", as such Utility Conveyance and Security Agreement has been approved and executed by the District, and the District Constructed Facilities so conveyed shall be operated, maintained, repaired, and/or replaced by the City at its sole cost and expense as provided in this Agreement. At such time as the District's Bonds issued to construct the District Constructed Facilities have been discharged, the District shall execute a release of any retained security interest and the City shall own the District Constructed Facilities free and clear of such security interest.

4.03 Operation of the District Constructed Facilities by the City. Once the City has approved a Project in accordance with Section 4.01, the City will operate the District Constructed Facilities and provide service to all users within the District without discrimination during the term of this Agreement. The City will operate the District Constructed Facilities, or cause the same to be operated, in an efficient and economical manner, at a reasonable cost and in accordance with sound business principles. The City will also operate the District Constructed Facilities, or cause the same to be operated, according to and in compliance with (i) all applicable contractual provisions and agreements related to the District Constructed Facilities, and (ii) all applicable rules, regulations, directions, and/or orders by any governmental, administrative, or judicial body promulgating the same.

The City shall maintain all customer information and records necessary to provide monthly billings to customers served by the District Constructed Facilities accepted and operated by the City. The City shall coordinate with the District's consultants, such as attorneys, engineers, auditors, tax assessors, and financial advisors, as necessary to maintain efficient operation of the District Constructed Facilities. The City shall promptly respond to inquiries or correspondence from governmental or regulatory authorities and the District' directors, customers, or consultants.

Upon written request from the District, the City shall provide within thirty (30) days a written report to the District indicating the total number of active and inactive service connections within the District in order to satisfy TCEQ requirements in connection with the issuance of Bonds.

4.04 Rates and Meters. The City shall bill and collect from customers of the District Constructed Facilities and shall from time to time fix such rates and charges for such customers of the District Constructed Facilities as the City, in its sole discretion, determines are necessary; provided, however, that the rates and charges for services afforded by the District Constructed Facilities will be equal and uniform to those charged other similar classifications of users in non-municipal utility district areas of the City. All revenues collected by the City from the District Constructed Facilities shall belong exclusively to the City. The City shall, upon taking ownership of the District Constructed Facilities, be responsible for providing and installing any necessary meters with the individual customers. The District shall assign all deposits on hand from and all receivables due from the District's customers to the City using such documentation as determined to be mutually agreeable to the Parties.

4.05 Repair and Maintenance of the District Constructed Facilities. Prior to the City's acceptance of the District Constructed Facilities, the District shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, those District Constructed Facilities, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The cost of all materials and supplies used to maintain, repair or replace the District Constructed Facilities shall be borne solely by the District. After its acceptance of the District Constructed Facilities, the City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, those District Constructed Facilities, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The cost of all materials and supplies used to operate, maintain, repair or replace the District Constructed Facilities shall be borne solely by the City.

4.06 Connection Charges. Notwithstanding any City ordinance to the contrary, the City may impose a charge for connection to the District Constructed Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.07 Recreational Facilities and Detention Facilities. Unless otherwise mutually agreed to in writing by the City and the District, the District shall retain title to, and shall be responsible for the operations and maintenance of recreational and detention facilities constructed by or on behalf of the District, including any amenity aspects of a detention facility that do not relate to such a facility's hydraulic functions. Prior to the completion of construction of any such facilities, the District shall enter into a contract with the homeowners association(s) or commercial property owners association(s) within the District, or other entity acceptable to the City (hereinafter referred to as an "HOA"), which contract shall provide that if the District is dissolved for any reason, then prior to the effective date of dissolution (i) the District will convey fee title to, or an easement over, the sites in which such recreational and detention facilities are located to the

HOA, and (ii) the HOA will continue the operation and maintenance of the facilities as of and following dissolution. The Contract may allow the District, prior to dissolution, to own, operate and maintain such facilities or to contract with the HOA for such operations and maintenance on terms acceptable to the District. In no event shall the City be responsible for the operation or maintenance of any such recreational or detention facilities, either before or after the dissolution of the District, unless the City expressly agrees in writing to assume such obligation.

4.08 Operation and Maintenance Tax. In order to pay for the day-to-day operations expenses of the District and for services and the maintenance of any recreational facilities or detention facilities, the District may levy, assess, and collect an operation and maintenance tax.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas. The District shall not sell Bonds for the Facilities unless the District's financial advisor determines that the Bonds and any other indebtedness of the District payable from taxes can be amortized with a projected District Tax Rate that does not exceed the rate set forth in Section 293.59(k)(3)(A) of Title 30, Texas Administrative Code, as amended from time to time (currently $1.50 per $100 of assessed valuation). If approval by the TCEQ is required under applicable law, the District shall not be authorized to sell Bonds for the Facilities until it has provided the City with a certified copy of the TCEQ order approving the bond issue. The foregoing shall not be construed as a limitation on the District's authority to levy an unlimited tax rate, it being understood and acknowledged that the Bonds may be payable in whole or in part from and secured by a pledge of the proceeds of an ad valorem tax, without legal limitation as to rate or amount.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring the Facilities or parts of the Facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore within or without the boundaries of the District, and providing for developer interest and for any necessary capitalized interest and costs of issuance. The District may also issue Bonds in order to refund Bonds previously issued by the District.

5.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any date subsequent to the tenth (10^{th}) anniversary of the date of issuance. Public bids shall be taken on the sale of all Bonds, other than Bonds issued to refund previously issued Bonds. None of such Bonds, other than Bonds issued to refund previously issued Bonds, will be sold for less than ninety-five percent (95%) of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the

one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for such Bonds will be received, if and as required, in accordance with Section 49.183, Texas Water Code, as amended. The resolution or order authorize the issuance of Bonds by the District shall contain a provision that any pledge of the revenues from the operation of the District's utility facilities to the payment of debt service will terminate when and if the City takes over the assets and assumes all of the obligation of the District

5.04 Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations, and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other District Obligations relating to the financing, acquisition, or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.

5.05 Construction by Third Parties. From time to time, the District may enter into one or more agreements (hereinafter, a "Utility Development Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Utility Development Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations, and guidelines of the applicable Approving Bodies.

5.06 Bond Application Report; Capacity Allocation Letters. The City acknowledges and agrees that the District will seek approval from the TCEQ to reimburse the Developer for funds advanced to the District or other goods and services provided to the District in connection with the design permitting, construction, and financing of certain of the Facilities. In that regard, the City agrees to provide reasonable assistance in making documents available to the District for the preparation of bond application reports to the TCEQ requesting approval of such reimbursement. The City agrees to provide written assurance to the District of available Water Supply Services and Wastewater Services capacities allocated and provided by the City to the District in accordance with this Agreement in connection with bond application reports or other requests from the TCEQ or other regulatory bodies with jurisdiction.

ARTICLE VI
DISTRICT TAXES

6.01 District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the

District's Obligations, including principal, redemption premium, if any, or interest on the District Obligations and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund; and (ii) for maintenance and operation purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the District's authority to levy ad valorem taxes or issue Bonds or District Obligations as the Board of Directors of the District from time to time in its sole discretion may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments, shall become the property of the District and may be applied by the District to the payment of all or any portion of all proper debts, obligations, costs, and expenses of the District and may be pledged or assigned to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the District Obligations or otherwise in accordance with applicable law. The City and the District each agree to notify the other as soon as is reasonably possible in the event it is ever made a party to or initiates a lawsuit for unpaid taxes.

6.02 Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or encumber any portion of the Facilities except as otherwise provided in this Agreement.

ARTICLE VII
DISSOLUTION OF THE DISTRICT

7.01 Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided by the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District Assets and assume the District Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve or attempt to dissolve the District until the following conditions have been met:

1. All of the Facilities to serve at least 95% of the land in the District have been completed; and

2. The Developer(s) developing the Facilities has/have received full payment by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligations for such payment by the District under such rules.

Upon dissolution of the District, the City shall acquire the District Assets and shall assume the District Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District Obligations pursuant to any existing Utility Development Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District Obligations, including those under any Utility Development Agreements.

7.02 Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly, and finally made and satisfied by the

City, and unless otherwise mutually agreed by the City and the District pursuant to existing law, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District Assets to, and the assumption of the District Obligations by, the City.

ARTICLE VIII
REMEDIES IN EVENT OF DEFAULT

The Parties expressly recognize and acknowledge that a breach of this Agreement by any Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by any Party, the other Parties shall be entitled, but not limited, to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party. In the event that a Party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching Party shall be required to pay for the non-breaching Party's attorney's fees and court costs.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01 Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees, and inspections, shall be of full force and effect within its boundaries the same as to the other areas within the City's corporate limits, except to the extent inconsistent with the terms of this Agreement.

9.02 Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party experiencing such difficulty.

9.03 Applicable Law. This Agreement shall be governed by the laws of the State of Texas without regard to conflict of law principles and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Montgomery County.

9.04 Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.05 Address and Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party: (a) by delivering the same in person; (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified; or (d) by sending the same by facsimile with confirming copy sent by mail. Notice deposited in the United States Mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Conroe P.O. Box 3066 Conroe, Texas 77305-3066 Attn: City Administrator
Landowners:	McComb Realty, I, Ltd Peggy Lee Cooper c/o Black Flag Properties P.O. Box 3066 Conroe, Texas 77305
With copy to:	Schwartz, Page & Harding, L.L.P. 1300 Post Oak Boulevard, Suite 1400 Houston, Texas 77056 Attn: Bryan Yeates

District: Montgomery County Municipal Utility District No. 183
c/o Schwartz, Page & Harding, LLP
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Bryan Yeates

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

9.06 Assignability. This Agreement may be assigned by any Party upon notice in writing to the other Parties; provided, however, that no assignment shall be effective until the assignee shall have executed and delivered written acceptance of the terms and conditions of this Agreement to the nonassigning Parties.

9.07 No Additional Waiver Implied. The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Parties.

9.08 Reservation of Rights. All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the Parties.

9.09 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

9.10 Merger. This Agreement embodies the entire understanding between the Parties and there are no representations, warranties, or agreements between the Parties covering the subject matter of this Agreement other than the Consent Resolution. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

9.11 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the Parties or any provisions hereof, or in ascertaining the intent of the Parties, with respect to the provisions hereof.

9.12 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

9.13 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected and shall be construed as closely as possible to comport with the original intent of the Parties.

9.14 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of forty (40) years from said date.

9.15 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

9.16 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

9.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

9.18 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities and with the Constitution and laws of the State of Texas.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has executed this Agreement as of the 21st day of January, 2021, to be effective as of the Effective Date.

CITY OF CONROE, TEXAS

Mayor

ATTEST/SEAL:

City Secretary

APPROVED AS TO FROM:

City Attorney

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the 16th day of December, 2020, to be effective as of the Effective Date.

MCCOMB REALTY I, LTD.

By: _____
Name: David M. Dunwoody
Title: Vice President

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the 17th day of December, 2020, to be effective as of the Effective Date.

PEGGY LEE COOPER

Peggy Lee Cooper

EXHIBIT "A"

PROPERTY

EXHIBIT "A"

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183

TRACT 1

Being 389.92 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being a portion of the called 390.786 acre tract described in the deed from Lucie McComb Dunwoody Brand to Charles Traylor Dunwoody recorded under Volume 795, Page 31 of the Official Public Records of Real Property of Montgomery County, Texas, and being all of the called 31.4975 acre tract described in the deed from Jatex Development, Inc. to McComb Realty I, Ltd. recorded in Document Number 9736794 of the Official Public Records of Real Property of Montgomery County, Texas and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 1-1/2-inch iron pipe found for the most northerly corner of said 390.786 acre tract and of the herein described tract and being on the southwesterly right-of-way line of Old Highway 105 based on a 60-feet width;

THENCE South 50° 18' 11" East - 348.50 feet to a point;

THENCE South 26° 42' 49" West - 1078.00 feet to a point;

THENCE South 47° 30' 40" East - 819.26 feet to a point;

THENCE South 03° 48' 16" East - 1343.81 feet to a point;

THENCE North 85° 58' 49" East - 640.62 feet to a point;

THENCE South 03° 41' 11" East - 39.95 feet to a point;

THENCE South 85° 55' 33" West - 424.41 feet to a point;

THENCE South 07° 36' 26" East - 498.44 feet to a point;

THENCE South 86° 03' 59" West - 206.07 feet to a point;

THENCE South 68° 37' 04" West - 751.70 feet to a point;

THENCE South 74° 53' 07" West - 217.57 feet to a point;

THENCE South 02° 17' 08" West - 623.47 feet to a point;

THENCE South 04° 05' 40" East - 2015.27 feet to a point;

THENCE North 87° 07' 00" West - 369.58 feet to a point;

THENCE North 03° 27' 53" West - 601.48 feet to a point;

THENCE North 87° 08' 11" West - 2333.30 feet to a point;

THENCE North 87° 12' 22" West - 1158.38 feet to a point;

THENCE South 01° 53' 42" East - 590.49 feet to a point;

THENCE North 87° 22' 08" West - 496.92 feet to a point;

THENCE North 02° 51' 12" West - 694.60 feet to a point;

THENCE North 50° 50' 05" East - 746.39 feet to a point;

THENCE North 03° 24' 42" West - 149.97 feet to a point;

THENCE North 86° 34' 44" East - 1064.74 feet to a point;

THENCE North 02° 33' 01" West - 3620.62 feet to a point;

THENCE North 86° 34' 58" East - 2003.88 feet to a point;

THENCE North 43° 20' 39" East - 1701.57 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 389.92 acres of land.

TRACT 2

Being 4.01 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being the called 4.0 acre tract described in the deed to Peggie Lee Cooper, recorded under Volume 1124, Page 206 (Doc. No. 7910888) of the Official Public Records of Real Property of Montgomery County, Texas, and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a point in the west end of the right-of-way of Hill Drive and being the northeast corner of herein described tract;

THENCE South 07° 36' 26" East - 290.73 feet to a point;

THENCE South 86° 08' 34" West - 208.71 feet to a point;

THENCE South 07° 36' 26" East - 208.71 feet to a point;

THENCE South 86° 08' 34" West - 229.35 feet to a point;

THENCE North 07° 36' 26" West – 498.44 feet to a point;

THENCE North 85° 55' 33" East – 437.95 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 4.01 acres of land.

EXHIBIT "B"

CONSENT RESOLUTION

CERTIFICATE FOR RESOLUTION

I.

On the 24th day of September, 2020, the City Council of the City of Conroe, Texas, consisting of the following qualified members, to-wit: **Duke Coon, Mayor Pro-Tem; Council Members Seth Gibson, Duane Ham, Raymond McDonald and Jody Czajkoski,** did convene in public session in the Council Chamber of the City Hall at 300 West Davis in Conroe, Texas. The roll being first called, a quorum was established, all members being present except the following, to-wit: **Mayor Toby Powell.** The Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

II.

WHEREUPON, AMONG OTHER BUSINESS transacted, the Council considered adoption of the following written Resolution, to-wit:

RESOLUTION NO. 4513-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING CERTAIN TERRITORY TO BE INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF CONROE, TEXAS, TO BE INCLUDED WITHIN MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183

III.

Upon motion of Council Member McDonald, seconded by Council Member Gibson, all members present voted for adoption of the Resolution, except the following: No one voted against and no one abstained. A majority of those Council Members present having voted for adoption, the presiding officer declared the Resolution passed and adopted.

IV.

A true, full and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate.

SIGNED AND SEALED this 24th day of September, 2020.

SOCO M. GORJON, City Secretary

RESOLUTION NO. 4513-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, AUTHORIZING CERTAIN TERRITORY TO BE INCLUDED WITHIN THE CORPORATE LIMITS OF THE CITY OF CONROE, TEXAS, TO BE INCLUDED WITHIN MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183

WHEREAS, by petitions dated August 19, 2020, copies of which are attached hereto as **Exhibit A** (the Annexation Petition) and **Exhibit B** (the Consent to Creation Petition) , MCCOMB REALTY I, LTD and PEGGY LEE COOPER ("Petitioners"), did petition the City Council of the City of Conroe, Texas (the "City"), for annexation of 393.93 acres of land into the corporate limits of the City of Conroe, Texas and for consent to the inclusion of such 393.93 acres within a municipal utility district to be formed within the corporate limits of the City of Conroe, Texas to be known as **Montgomery County Municipal Utility District No. 183** (the "District"); and

WHEREAS, the City desires to consent to the creation of the District upon the terms and conditions set forth in this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONROE, TEXAS, THAT:

Section 1. All of the matters and facts set out in the preamble hereof are true and correct.

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. Subject to the terms and conditions hereinafter set forth, the City Council of the City hereby consents to the creation of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183 within the corporate limits of the City, and further consents to the inclusion of the property described in **Exhibit B** within the boundaries of said District.

Section 4. Additional territory shall not be added to or annexed by the District nor shall the District be permitted to serve territory located outside the District without the written consent of City.

Section 5. Consent to the creation of the District is given upon those terms and conditions set forth in Exhibit B to the Petition for Consent, which provisions are incorporated herein by reference for all purposes. Such conditions are in addition to all other requirements of this Resolution.

Section 6. Prior to each sale of Bonds the District shall provide the City with a certified copy of the Texas Commission on Environmental Quality order approving the Bond issue, a copy of the Preliminary Official Statement and a draft of the Bond Resolution.

Section 7. (a) Utility Functions Agreement. The City and Petitioners intend that the City shall provide the water supply and wastewater treatment capacity necessary to serve the District and that the City shall be the operator of the District's utility system and shall serve customers within the District upon the same basis as other in city customers of the City's utility systems. Following the District confirmation election and other preliminary matters necessary to constitute the District's governing body the District shall enter into a Utility Functions Agreement upon terms consistent with the intent of this paragraph. The Utility Functions Agreement will provide for the District's construction of certain water, sewer and drainage facilities outside of the District that are necessary for the delivery of municipal utility services to the District and for cost sharing between the City and District related to such out of District facilities. The District shall be solely responsible for the acquisition and construction of all internal public facilities within the District. City's consent given herein is expressly subject to the requirement that the District's Board of Directors must enter into such an Agreement not later than 180 days following the District's confirmation election, and the District shall have no authority to issue bonds prior to entering into the Utility Functions Agreement with City.

(b) Consent Revoked upon Certain Events. This resolution shall be automatically revoked and of no further force or effect if (1) Petitioners withdraw their petition and consent for municipal annexation prior to completion of the annexation proceedings, or (2) if the District fails to enter into a Utility Functions Agreement consistent with the provisions of this section prior to the expiration of 180 days following the District's confirmation election.

Section 8. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the 24th day of September, 2020.

DUKE COON, Mayor Pro Tem

APPROVED AS TO FORM:

MARCUS L. WINBERRY, City Attorney

ATTEST:

SOCO M. GORJON, City Secretary

LANDOWNER ANNEXATION PETITION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF CONROE, TEXAS, A HOME RULE MUNICIPALITY:

The undersigned owners of the hereinafter described tract of land hereby petitions your Honorable Body to extend the present City limits so as to include as part of the City of Conroe, Texas (Local Government Code, Section 43.0671), the following territory, to wit:

Property Description

Attached as Exhibit "A"

The undersigned certify that the above described land is contiguous and adjacent to the City of Conroe.

The undersigned further waive the right to challenge or object to any procedural matters concerning the annexation of such land into the City's boundaries.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

Dated this 19th day of August, 2020.

MCCOMB REALTY I, LTD.
By: McComb Realty, Inc., General Partner

By: _____
Name: David M. Dunwoody
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 19th day of August 2020, by David M Dunwoody, Vice President of McComb Realty, Inc., a Texas corporation, in its capacity as General Partner of McComb Realty I, Ltd., a Texas limited partnership, on behalf of said entity.

LYNETTE TRIMBLE
Notary ID #124639618
My Commission Expires
August 22, 2023
(NOTARY SEAL)

_____
Notary Public in and for the State of Texas

564026

PEGGY LEE COOPER

Peggy Lee Cooper

THE STATE OF TEXAS §
§
COUNTY OF [illegible] §

This instrument was acknowledged before me on this the 31st day of August 2020, by Peggy Lee Cooper.

JOSE GARCIA
Notary Public, State of Texas
Comm. Expires 02-10-2021
Notary ID 129217774

(NOTARY SEAL)

Notary Public in and for the State of Texas

EXHIBIT "A"

MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183

TRACT 1

Being 389.92 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being a portion of the called 990.786 acre tract described in the deed from Lucie McComb Dunwoody Brand to Charles Traylor Dunwoody recorded under Volume 795, Page 31 of the Official Public Records of Real Property of Montgomery County, Texas, and being all of the called 31.4975 acre tract described in the deed from Jatex Development, Inc. to McComb Realty I, Ltd. recorded in Document Number 9736794 of the Official Public Records of Real Property of Montgomery County, Texas and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 1-1/2-inch iron pipe found for the most northerly corner of said 990.786 acre tract and of the herein described tract and being on the southwesterly right-of-way line of Old Highway 105 based on a 60-feet width;

THENCE South 50° 18' 11" East - 348.50 feet to a point;

THENCE South 26° 42' 49" West - 1078.60 feet to a point;

THENCE South 47° 30' 40" East - 819.26 feet to a point;

THENCE South 03° 48' 16" East - 1343.81 feet to a point;

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THENCE North 87° 12' 22" West - 1158.38 feet to a point;

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THENCE North 02° 33' 01" West - 3620.62 feet to a point;

THENCE North 86° 34' 58" East - 2003.88 feet to a point;

THENCE North 43° 20' 39" East - 1701.57 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 389.92 acres of land.

TRACT 2

Being 4.01 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being the called 4.0 acre tract described in the deed to Peggie Lee Cooper, recorded under Volume 1124, Page 206 (Doc. No. 7910888) of the Official Public Records of Real Property of Montgomery County, Texas, and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a point in the west end of the right-of-way of Hill Drive and being the northeast corner of herein described tract;

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THENCE South 86° 08' 34" West - 208.71 feet to a point;

THENCE South 07° 36' 26" East - 208.71 feet to a point;

THENCE South 86° 08' 34" West - 229.35 feet to a point;

THENCE North 07° 36' 26" West – 498.44 feet to a point;

THENCE North 85° 55' 33" East – 437.95 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 4.01 acres of land.

PETITION FOR CONSENT TO CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF CONROE:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Montgomery County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183.

II.

The area of the land to be included in the District contains 393.93 acres, more or less, and lies wholly within Montgomery County, Texas. All of said area is within the extraterritorial jurisdiction of the City of Conroe and is in the process of being annexed into the corporate limits of the City of Conroe. None of said area is within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite
state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;

(5) exercise road powers and authority ("Road Powers") pursuant to applicable law;

(6) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(7) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Conroe, and is in close proximity to populous and developed sections of Montgomery County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

(3) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land within the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(4) The future inhabitants of the area and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided

by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), road facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the creation of the District is given, the Petitioner will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $136,090,000 for water, sewer and drainage facilities, and $18,430,000 for recreational facilities, and $77,990,000 for road facilities.

VIII.

This Petition for Consent to Creation of a Municipal Utility District supersede and replace in its entirety that certain Petition for Consent to Creation of a Municipal Utility District, dated December 19, 2019 (the "Original Petition"). The Original Petition is hereby rescinded and of no further force and effect.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Conroe give its written consent to the creation of said District.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

Dated this 19th day of August, 2020.

MCCOMB REALTY I, LTD.

By: McComb Realty, Inc., General Partner

By: _____

Name: David M. Dunwoody

Title: Vice President

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 19th day of August, 2020, by David M. Dunwoody, Vice President of McComb Realty, Inc., a Texas corporation, in its capacity as General Partner of McComb Realty 1, Ltd., a Texas limited partnership, on behalf of said entities.

LYNETTE TRIMBLE
Notary ID #124659616
My Commission Expires
August 22, 2023

(SEAL)

Lynette Trimble
Notary Public in and for the State of Texas

PEGGY LEE COOPER

"PETITIONER"

THE STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 21st day of August, 2020, by Peggy Lee Cooper.

JOSE GARCIA
Notary Public, State of Texas
Comm. Expires 02-10-2021
Notary ID 129217774

EXHIBIT "A"

TRACT 1

Being 389.92 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being a portion of the called 390.786 acre tract described in the deed from Lucie McComb Dunwoody Brand to Charles Traylor Dunwoody recorded under Volume 795, Page 31 of the Official Public Records of Real Property of Montgomery County, Texas, and being all of the called 31.4975 acre tract described in the deed from Jatex Development, Inc. to McComb Realty I, Ltd. recorded in Document Number 9736794 of the Official Public Records of Real Property of Montgomery County, Texas and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a 1-1/2-inch iron pipe found for the most northerly corner of said 390.786 acre tract and of the herein described tract and being on the southwesterly right-of-way line of Old Highway 105 based on a 60-feet width;

THENCE South 50° 18' 11" East - 348.50 feet to a point;

THENCE South 26° 42' 49" West - 1078.00 feet to a point;

THENCE South 47° 30' 40" East - 819.26 feet to a point;

THENCE South 03° 48' 16" East - 1343.81 feet to a point;

THENCE North 85° 58' 49" East - 640.62 feet to a point;

THENCE South 03° 41' 11" East - 39.95 feet to a point;

THENCE South 85° 55' 33" West - 424.41 feet to a point;

THENCE South 07° 36' 26" East - 498.44 feet to a point;

THENCE South 86° 03' 59" West - 206.07 feet to a point;

THENCE South 68° 37' 04" West - 751.70 feet to a point;

THENCE South 74° 53' 07" West - 217.57 feet to a point;

THENCE South 02° 17' 08" West - 623.47 feet to a point;

THENCE South 04° 05' 40" East - 2015.27 feet to a point;

THENCE North 87° 07' 00" West - 369.58 feet to a point;

THENCE North 03° 27' 53" West - 601.48 feet to a point;

THENCE North 87° 08' 11" West - 2333.30 feet to a point;

THENCE North 87° 12' 22" West - 1158.38 feet to a point;

THENCE South 01° 53' 42" East - 590.49 feet to a point;

THENCE North 87° 22' 08" West - 496.92 feet to a point;

THENCE North 02° 51' 12" West - 694.60 feet to a point;

THENCE North 50° 50' 05" East - 746.39 feet to a point;

THENCE North 03° 24' 42" West - 149.97 feet to a point;

THENCE North 86° 34' 44" East - 1064.74 feet to a point;

THENCE North 02° 33' 01" West - 3620.62 feet to a point;

THENCE North 86° 34' 58" East - 2003.88 feet to a point;

THENCE North 43° 20' 39" East - 1701.57 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 389.92 acres of land.

TRACT 2

Being 4.01 acres of land in the Mary Corner Survey, Abstract 9, Montgomery County, Texas, and being the called 4.0 acre tract described in the deed to Peggie Lee Cooper, recorded under Volume 1124, Page 206 (Doc. No. 7910888) of the Official Public Records of Real Property of Montgomery County, Texas, and described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING at a point in the west end of the right-of-way of Hill Drive and being the northeast corner of herein described tract;

THENCE South 07° 36' 26" East - 290.73 feet to a point;

THENCE South 86° 08' 34" West - 208.71 feet to a point;

THENCE South 07° 36' 26" East - 208.71 feet to a point;

THENCE South 86° 08' 34" West - 229.35 feet to a point;

THENCE North 07° 36' 26" West – 498.44 feet to a point;

THENCE North 85° 55' 33" East – 437.95 feet to a point and the POINT OF BEGINNING of the herein described tract and containing 4.01 acres of land.

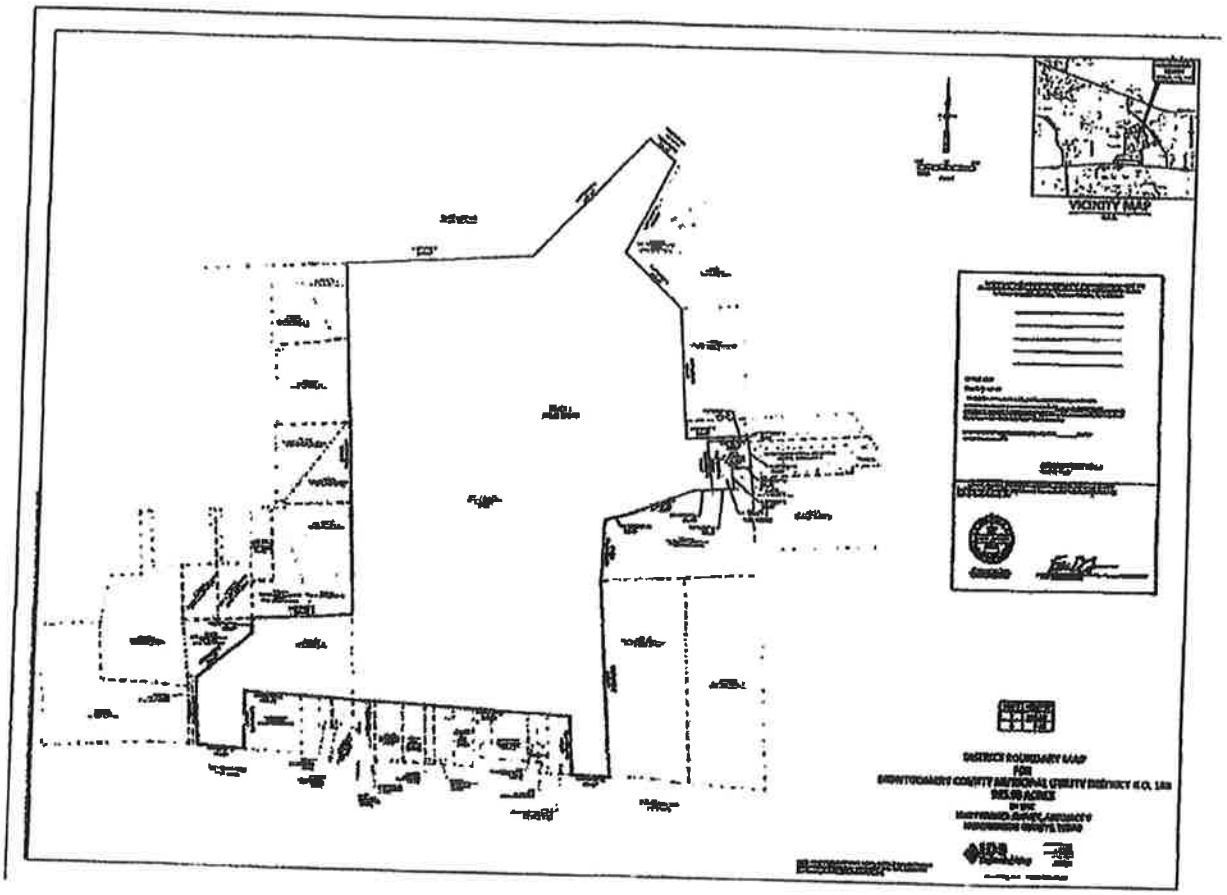

VICINITY MAP

EXHIBIT B

CONSENT CONDITIONS

(a) The purposes for which the District may issue bonds are limited to the purposes of the purchase, construction, acquisition, repair, extension and improvement of land, easement, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the district;

(4) exercise road powers and authority pursuant to applicable law and Chapter 54 of the Texas Water Code, or Article XVI, Section 59, Texas Constitution, as amended, if and when such road powers are obtained by the District;

(5) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;

(6) finance, acquire, develop, and construct fire-fighting facilities, including the purchase of necessary land and equipment, to provide fire-fighting services and an adequate water supply for fire-fighting services within the District;

(7) provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law; and

(8) the payment of organization expenses, operation expenses during construction and interest during construction.

(b) The District may, in addition, issue refunding bonds subject to the provisions of City of Conroe Ordinance No. 1381-97 dated March 3, 1997.

(c) All bonds of the District shall be subject to the following requirements:

(1) the terms of the bonds must expressly provide that the district reserves the right to redeem the bonds without premium on any date not later than the tenth (10^{th}) anniversary of the date of issuance;

(2) public bids shall be taken on the sale of all bonds, except refunding bonds;

(3) no bonds, other than refunding bonds, may be sold for less than 95% of par;

(4) the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, may not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given; and

(5) the resolution or order authorizing the issuance of the district's bonds must contain a provision that any pledge of the revenues from the operation of the District's utility facilities to the payment of debt service will terminate when and if the city takes over the assets and assumes all of the obligations of the District.

(d) Plans and specifications for the construction of any facilities financed in whole or in part with bond proceeds of any water or sanitary sewer facilities that are intended to become the property of the City of Conroe must be submitted to the director of public works of the City of Conroe and approved prior to the commencement of construction. All water wells, water meters, all valves, pipes and appurtenances installed or used within the district shall conform to the specifications of the City of Conroe. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the district shall comply with the City of Conroe's standard plans and specifications. Prior to the construction of such facilities, the District, or its engineer, shall give written notice by registered or certified mail to the City of Conroe's director of public works, stating the date that such construction will be commenced. The construction of the District's water and sanitary sewer facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Conroe, and during the progress of the construction and installation of such facilities, the City of Conroe, or an employee thereof, shall be permitted to make periodic on-the-ground inspections.

(e) The District may not allow the owner of a tract of land to connect to the District's water or wastewater system unless such tract is a legally subdivided lot which is a part of a recorded subdivision plat or is otherwise exempt from the subdivision requirements of both the City of Conroe and Montgomery County.

EXHIBIT "C"

OUT-OF-DISTRICT FACILITIES

EXHIBIT "C"

OUT-OF-DISTRICT FACILITIES
SUMMARY OF ESTIMATED CONSTRUCTION COSTS

Description	District Share	City of Conroe Share	Total Costs
Water Line Extension (McCaleb Rd & FM 2854)	$ 592,500	$ 592,500	$ 1,185,000
Water Line Extension (Old Hwy 105)	$ 436,000	$ 436,000	$ 872,000
Sanitary Sewer Gravity Extension & Lift Station	$ 2,045,500	$ 2,045,500	$ 4,091,000
Totals	**$ 3,074,000**	**$ 3,074,000**	**$ 6,148,000**

Note: This Summary was prepared using the preliminary cost estimate worksheets provided by the City of Conroe, dated 02/28/2020 (copies attached for reference). Right-of-way acquisition, planning, surveying, and engineering design are excluded. Construction administration, field observation, and material lab testing services are included (estimated at 6%).

EXHIBIT "C"

PRELIMINARY COST ESTIMATE WORKSHEET

CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Water-Old HWY 105 Waterline Extension (McCaleb & FM 2854)**

DATE: 2/28/2020 PREPARED BY: TBG

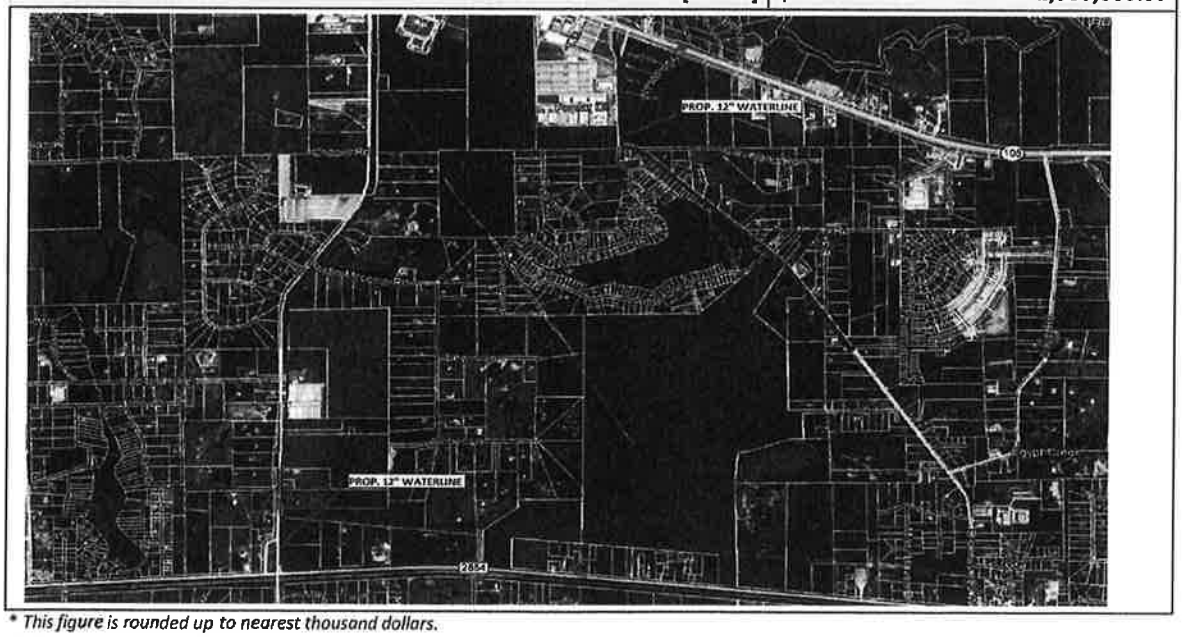
SUMMARY: Extension of approx. 12,000 linear feet of 12" Waterline along **McCaleb Road** (from WP#26 to FM 2854) and along **FM 2854** (from McCaleb Rd to Ponderosa Drive).

COST SUMMARY					CONSTRUCTION COST
I.	CONSTRUCTION				
A	ROADWAY			$	-
B	DRAINAGE & STORM SEWER			$	-
C	TEMP. TRAFFIC CONTROL			$	24,500.00
D	MISC			$	-
E	SEWER			$	-
F	WATER			$	988,650.00
			SUB-TOTAL:	$	1,013,150.00
G	MOBILIZATION		5.00%	$	50,657.50
			TOTAL CONSTRUCTION (Raw):	$	1,063,807.50
			Total Construction with Contingency: 5%	$	1,116,997.88

II. ENGINEERING & OTHER SERVICES	UNIT	EST. QTY.	UNIT COST	AMOUNT
Planning, Design	LS	1	$ 96,368	$ 96,368.40
Surveying	LS	1	$ 31,914	$ 31,914.23
Geotech-Evaluation and Mat. Testing	LS	1	$ 15,957	$ 15,957.11
			TOTAL ENGINEERING:	$ 144,240.00

III. ROW/ESMT ACQUISITION	UNIT	EST. QTY.	UNIT COST	AMOUNT
Easement/ROW	AC		$ -	$ -
	AC		$ -	$ -
			TOTAL ROW/ESMT ACQUISITION:	$ -

	*TOTAL PROJECT [I+II+III]:	$ 1,300,000.00



* *This figure is rounded up to nearest thousand dollars.*

Notes:

This preliminary estimate is based on recent bids with similar scope and is subject to change based on the market conditions. This estimate represents the Engiener's best judgement and assumes normal subsurface condition.

EXHIBIT "C"

PRELIMINARY COST ESTIMATE WORKSHEET

CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Water-Old HWY 105 Waterline Extension (McCaleb & FM 2854)**

DATE: 2/28/2020

PREPARED BY: TBG

A	**ROADWAY**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
					$ -
			SUB TOTAL - A		$ -
B	**DRAINAGE & STORM SEWER**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
					$ -
			SUB TOTAL - B		$ -
C	**TEMP. TRAFFIC CONTROL**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	7	$ 3,500.00	$ 24,500.00
			SUB TOTAL - C		$ 24,500.00
D	**MISC**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
					$ -
			SUB TOTAL - D		$ -
E	**SEWER**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
					$ -
			SUB TOTAL - E		$ -
F	**WATER**				
ITEM	**DESCRIPTION**	**UNITS**	**EST. QTY.**	**UNIT COST**	**AMOUNT**
4	12" PVC C900 WATERLINE(INCLD FTTGS)	LF	11,300	$ 65.00	$ 734,500.00
13	12" GV DI-MJ, W/VALVE BOX & RESTRAINTS	EA	12	$ 3,000.00	$ 36,000.00
132	FIRE HYDRANT ASSEMBLY (12" MAIN)	EA	12	$ 5,200.00	$ 62,400.00
135	2" ARV & 4-FT DIA. MH	EA	4	$ 5,500.00	$ 22,000.00
141	12" WATERLINE TRENCHLESS	LF	600	$ 110.00	$ 66,000.00
147	20" STEEL CSG (TRENCHLESS), INCLD CARRIER PIPE	LF	100	$ 250.00	$ 25,000.00
178	CONNECT WL TO EXIST WL (16"), INCLD FTTGS	EA	1	$ 3,500.00	$ 3,500.00
179	2" BLOW OFF VALVE W/MANHOLE	EA	1	$ 2,000.00	$ 2,000.00
181	HYDRO-SEEDING	SY	35,000	$ 0.75	$ 26,250.00
185	TEMP SEDMT CONT FENCE	LF	11,000	$ 1.00	$ 11,000.00
			SUB TOTAL - F		$ 988,650.00

EXHIBIT "C"

PRELIMINARY COST ESTIMATE WORKSHEET

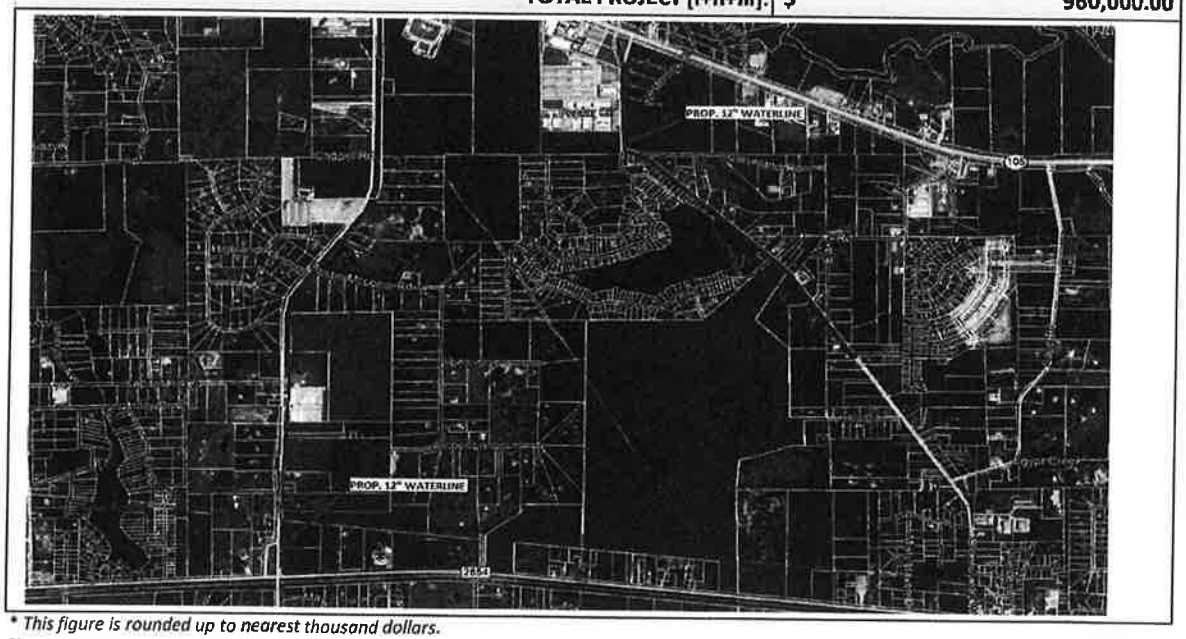
CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Water-Old HWY 105 Waterline Extension (SH 105 West to Woods of Conroe)**

DATE: 2/28/2020 PREPARED BY: TBG

SUMMARY: Extension of approx. 8,100 linear feet of 12" Waterline along Old HWY 105 from SH 105 West to Woods of Conroe to service MUD 183.

COST SUMMARY						
						Construction Cost
I.	CONSTRUCTION					
A	ROADWAY				$	-
B	DRAINAGE & STORM SEWER				$	-
C	TEMP. TRAFFIC CONTROL				$	21,000.00
D	MISC				$	-
E	SEWER				$	-
F	WATER				$	725,020.00
				SUB-TOTAL:	$	746,020.00
G	MOBILIZATION			5.00%	$	37,301.00
				TOTAL CONSTRUCTION (Raw):	$	783,321.00
				Total Construction with Contingency: 5%	$	822,487.05
II.	ENGINEERING & OTHER SERVICES	UNIT	EST. QTY.	UNIT COST		AMOUNT
	Planning, Design	LS	1	$ 73,633	$	73,633.20
	Surveying	LS	1	$ 23,500	$	23,499.63
	Geotech-Evaluation and Mat. Testing	LS	1	$ 11,750	$	11,749.82
				TOTAL ENGINEERING:	$	108,883.00
III.	ROW/ESMT ACQUISITION	UNIT	EST. QTY.	UNIT COST		AMOUNT
	Easement/ROW	AC		$ -	$	-
		AC		$ -	$	-
				TOTAL ROW/ESMT ACQUISITION:	$	-
				*TOTAL PROJECT [I+II+III]:	$	960,000.00



* *This figure is rounded up to nearest thousand dollars.*

Notes:

This preliminary estimate is based on recent bids with similar scope and is subject to change based on the market conditions. This estimate represents the Engiener's best judgement and assumes normal subsurface condition.

EXHIBIT "C"

PRELIMINARY COST ESTIMATE WORKSHEET

CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Water-Old HWY 105 Waterline Extension (SH 105 West to Woods of Conroe)**

DATE: 2/28/2020

PREPARED BY: TBG

A	ROADWAY				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - A		$ -

B	DRAINAGE & STORM SEWER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - B		$ -

C	TEMP. TRAFFIC CONTROL				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$ 3,500.00	$ 21,000.00
			SUB TOTAL - C		$ 21,000.00

D	MISC				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - D		$ -

E	SEWER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - E		$ -

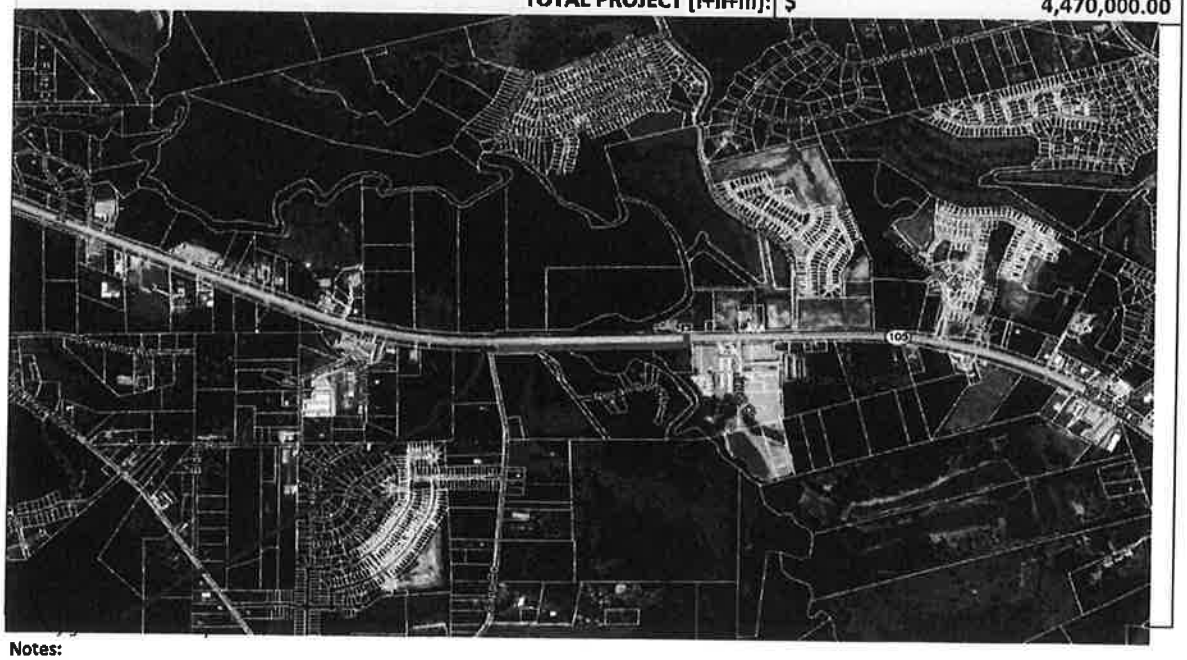
F	WATER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
4	12" PVC C900 WATERLINE(INCLD FTTGS)	LF	7,410	$ 65.00	$ 481,650.00
13	12" GV DI-MJ, W/VALVE BOX & RESTRAINTS	EA	10	$ 3,000.00	$ 30,000.00
79	12"X8" RED DI-MJ W/RESTRAINTS	EA	1	$ 1,020.00	$ 1,020.00
132	FIRE HYDRANT ASSEMBLY (12" MAIN)	EA	8	$ 5,200.00	$ 41,600.00
135	2" ARV & 4-FT DIA. MH	EA	2	$ 5,500.00	$ 11,000.00
141	12" WATERLINE TRENCHLESS	LF	330	$ 110.00	$ 36,300.00
147	20" STEEL CSG (TRENCHLESS), INCLD CARRIER PIPE	LF	360	$ 250.00	$ 90,000.00
178	CONNECT WL TO EXIST WL (16"), INCLD FTTGS	EA	2	$ 3,500.00	$ 7,000.00
181	HYDRO-SEEDING	SY	18,000	$ 0.75	$ 13,500.00
185	TEMP SEDMT CONT FENCE	LF	7,400	$ 1.75	$ 12,950.00
			SUB TOTAL - F		$ 725,020.00

EXHIBIT "C"
PRELIMINARY COST ESTIMATE
WORKSHEET

CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Forcemain and Lift Statiogn Serving Mud 183 Lift Station**
DATE: 2/28/2020 PREPARED BY:
SUMMARY: This project will collect projected peak wastewater flows form MUD 183 south of Highway 105 and pump these flows across the West Fork San Jacinto River a line along Highway 105

COST SUMMARY						Construction Cost
I. CONSTRUCTION						
A	ROADWAY				$	-
B	DRAINAGE & STORM SEWER				$	-
C	TEMP. TRAFFIC CONTROL				$	-
D	MISC				$	-
E	SEWER				$	3,062,666.67
F	WATER				$	-
				SUB-TOTAL:	$	3,062,666.67
G	MOBILIZATION			5.00%	$	153,133.33
				TOTAL CONSTRUCTION (Raw):	$	3,215,800.00
				Total Construction with Contingency: 20%	$	3,858,960.00
II. ENGINEERING & OTHER SERVICES		UNIT	EST. QTY.	UNIT COST		AMOUNT
	Planning, Design	LS	1	$ 253,693	$	253,693.20
	Surveying	LS	1	$ 96,474	$	96,474.00
	Geotech-Evaluation and Mat. Testing	LS	1	$ 48,237	$	48,237.00
				TOTAL ENGINEERING:	$	398,405.00
III. ROW/ESMT ACQUISITION		UNIT	EST. QTY.	UNIT COST		AMOUNT
	Easement/ROW	AC	1.21	$ 66,500	$	80,606.06
		AC		$ -	$	-
				TOTAL ROW/ESMT ACQUISITION:	$	80,606.06
				*TOTAL PROJECT [I+II+III]:	$	4,470,000.00



Notes:
This preliminary estimate is based on recent bids with similar scope and is subject to change based on the market conditions. This estimate represents the Engiener's best judgement and assumes normal subsurface condition.

EXHIBIT "C"
PRELIMINARY COST ESTIMATE WORKSHEET

CITY OF CONROE
ENGINEERING
300 W. DAVIS, CONROE, TEXAS 77305

PROJECT: **Forcemain and Lift Statiogn Serving Mud 183 Lift Station**

DATE: 2/28/2020

PREPARED BY: 0

A	ROADWAY				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - A		$ -
B	DRAINAGE & STORM SEWER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - B		$ -
C	TEMP. TRAFFIC CONTROL				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
10	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO		$ 3,500.00	$ -
			SUB TOTAL - C		$ -
D	MISC				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - D		$ -
E	SEWER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
13	12" SDR 26 PVC SAN SEWER (15' - 20' CUT)	LF	500	$ 90.0	$ 45,000.00
17	15" (PVC F679) SAN SEWER (15' - 20' CUT)	LF	4,100	$ 120.0	$ 492,000.00
21	18" (PVC F679) SAN SEWER (15' - 20' CUT)	LF	6,000	$ 150.0	$ 900,000.00
23	24" (PVC F679) SAN SEWER (15'≤D≤20')	LF	400	$ 160.0	$ 64,000.00
51	MH (CONC) (5' DIA)(15'-20' CUT)	EA	20	$ 12,000.0	$ 240,000.00
51.5	MH (CONC) (6' DIA)(15'-20' CUT)	EA	1	$ 15,000.0	$ 15,000.00
64	12" PVC C900 FORCE MAIN (TRENCHLESS)	LF	3,000	$ 130.0	$ 390,000.00
150	LIFT STATION(----------)	LS	1	$ 800,000.0	$ 800,000.00
165	CUT & RESTORING PAV (ASPH)	SY	1,667	$ 70.00	$ 116,666.67
			SUB TOTAL - E		$ 3,062,666.67
F	WATER				
ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT COST	AMOUNT
					$ -
			SUB TOTAL - F		$ -

EXHIBIT "D"

FORM OF CONVEYANCE OF DISTRICT CONSTRUCTED FACILITIES

UTILITY CONVEYANCE AND SECURITY AGREEMENT
([Water Distribution, Wastewater Collection, and Storm Water Facilities]
to serve [_____, Section ____])

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This Utility Conveyance and Security Agreement is made and effective as of the _____ day of _____, 20__, by and between the City of Conroe, Texas, a home-rule city and a municipal corporation (the "City"), and Montgomery County Municipal Utility District No. 183, a body politic and corporate and a governmental agency of the State of Texas, organized under the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution (the "District").

The City and the District have entered into that certain Utility Functions Agreement dated effective _____, 2020 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District has acquired and/or constructed certain [water distribution, sanitary sewer collection, transportation and treatment, and storm water collection, detention and drainage systems] to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, together with all contract rights permits, licenses, properties, rights-of-way, easements, sites, and other interest related thereto (the "Facilities"). The Facilities were constructed on behalf of the District by _____ pursuant to that certain contract dated _____, 20__. The District now desires to convey all of its right, title, and interest in and to the Facilities (except as may be otherwise set forth herein or in Exhibit "A" attached hereto) to the City in accordance with the Utility Agreement, and to reserve a security interest in the Facilities to secure the performance of the City's obligations under the Utility Agreement. The City desires to accept ownership of the Facilities subject to the security interest. The stormwater detention ponds are expressly not conveyed to the City.

Conveyance. For good and valuable consideration, including the fulfillment of the City's obligations under the Utility Agreement such as the provision of water supply and wastewater services to the District thereunder, the receipt and sufficiency of which are hereby acknowledged, the District hereby sells, conveys, transfers, and delivers to the City, its successors and assigns, free and clear of all encumbrances except the District's security interest (as specified below), the Facilities, which are presently owned by the District together with any and all of its rights, maintenance bonds, warranties and manufacturer's warranties relating to the Facilities. The Facilities being conveyed hereby are more completely described in Exhibit "A" attached hereto and in the plans and specifications for said Facilities prepared for the District by Edminster Hinshaw Russ & Associates, Inc., copies of which have been filed with the City and with the Texas Commission on Environmental Quality, and which are incorporated herein by reference, as well as any rights of the District in and to any of the sites upon which the Facilities are located.

Security Interest. The District hereby reserves (and the City grants) a security interest in the Facilities to secure performance of the City's obligations under the Utility Agreement, all as set forth in the Utility Agreement.

Duration of Security Interest. The security interest granted by the City in the preceding paragraph shall continue in full force and effect until such time as the District's obligations to make payments on Bonds issued by the District to construct the Facilities have been fully paid and discharged. When all such obligations have been discharged, the District shall execute a release of the security interest in a form acceptable to the City and the District, and the City shall own the Facilities free and clear of the security interest.

Default and Remedies. The security interest reserved herein is to secure the performance by the City of its obligations under the Utility Contract. Upon default by the City, in addition to the remedies specified in the Utility Contract, the District shall have the remedies of a secured party under the Texas Business and Commerce Code and such remedies shall be cumulative. Default shall only occur if the (1) the City is in breach of its obligations under the Utility Agreement and (2) fails to cure the breach within ten (10) days from the date the City receives notice from the District reasonably describing the City's breach of the Utility Agreement. In the event of default, ownership of the Facilities shall automatically revert to the District, and the District shall have the right to take reasonable and necessary steps to facilitate the transfer of the Facilities to itself. The District may retain the Facilities in satisfaction of the City's obligations and may own and operate the Facilities thereafter for the use and benefit of the District's residents and the City shall have no authority to compel the District to sell or otherwise dispose of the Facilities. In such event, the District shall be entitled to all revenues and income from operation of the Facilities. The City may redeem the Facilities by tendering fulfillment of all its obligations under the Utility Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED this the ____day of _____, 20__.

MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 183

By:_____
President, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, President of the Board of Directors of MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 183, on behalf of the District.

_____
Notary Public in and for the
State of Texas

(Notary Seal)

AGREED TO AND ACCEPTED this the _____ day of _____, 20__.

CITY OF CONROE, TEXAS

ATTEST:

ACCEPTED:

By:_____
Name: _____
Title: City Secretary

By:_____
Name: _____
Title: Mayor

APPROVED AS TO FORM:

By:_____
Name:_____
Title: City Attorney

EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving _____, Section _____, within Montgomery County Municipal Utility District No. 183 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between _____, on behalf of the District, and _____, dated _____, 20__, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Conroe, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Agreement referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. [Public Rights-of-Way and Utility Easements in the _____ Subdivision, Section _____, Montgomery County, Texas, a subdivision according to the map or plat thereof recorded in _____ of the Map Records of Montgomery County, Texas.]

2. [_____ Easement recorded in the Real Property Records of Montgomery County, Texas under Clerk's File No. _____.]

Agenda Submittal Form

City of Conroe

☐ Workshop ■ Regular Council

☐ Ordinance ☐ Resolution
☐ Discussion ■ Contract
☐ Hearing ☐ Consent
☐ Executive Session

Meeting Date:	January 14, 2021
Department:	Legal
Contact:	Winberry

Description

Utility Functions Agreement with McComb Realty I, LTD and Peggy Lee Cooper on behalf of in City MUD 183

Summary

MUD 183 is located on the north side of FM 2854 just west of McCaleb Road. The City granted consent for the formation of the MUD in September and the District was annexed by Conroe on October 22. The Utility Functions Agreement (UFA) covers the terms of the City agreement related to construction, operation and maintenance of the water and sewer utilities. As with all in City MUDs the City will operate the system and receive all utility revenues. The District will construct and pay for all internal facilities. The UFA is based on terms and conditions negotiated by the staff and set forth in the accompanying July 21 letter from Director Mikeska to the Developer, Joe Moody. The UFA is also consistent with the terms of the annexation services agreement and calls for the City and the District to split the cost of external water and sewer facilities needed to serve the District. They City's share is approximately $3,000,000.

Recommendation

Approval of the Agreement is recommended.

Fiscal Impact ■ Yes ☐ No

Expenditure Amount:	$3,074,000 (estimated)	Revenue Amount:	
Account Number:	TBD		

Is a Budget Amendment Required? ■ Yes ☐ No *(If yes, please see attached **Agenda Item Budget Amendment Form**)*

Financial Review Complete: Steve Williams Digitally signed by Steve Williams DN: cn=Steve Williams, o=City of Conroe, Texas, ou=Assistant City Administrator/Chief Financial Officer, email=swilliams@cityofconroe.org, c=US Date: 2020.12.29 09:21:54 -06'00'

Attachments

UFA and Term letter attached to related Workshop item.

Marcus St. Winberry

Submitted By:

Admin:

Agenda Item Budget Amendment Form

Meeting Date: January 13, 2021
Department: Legal
Contact: Marcus Winberry
DESCRIPTION: Utility Functions Agreement with McComb Realty I, LTD and Peggy Lee Cooper on behalf of in City MUD 183

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

1. Is the request necessary?

Yes, it is to support the development of MUD 183, which will be annexed into the City and eventually add approximately 1,580 SF residential water & sewer customers.

2. Why was the item not budgeted in the normal budget process?

Because the Utility Functions Agreement was not reached during the CIP development process for FY 20-21.

3. Why can a transfer not be made within the department?

Funds are not available within the current CIP. A reimbursement resolution must be approved to allow for these funds to be reimbursed to the Water & Sewer Fund by future bond proceeds. The addition of the new customers will support the repayment of the bonds.

Source of Funds & Amount of Amendment Needed:

☐ **Reserves**	**$**	☐ **Grants**	**$**
■ **Bond Proceeds**	**$3,074,000**	☐ **Additional Revenues**	**$**

The Assistant City Administrator/CFO certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

■ **Yes** ☐ **No**

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$ 3,074,000	$ -	$ -	$ -	$ -	**$ 3,074,000**
Expenditures						
Personnel	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	-	-	-	-	-	-
Contractual	-	-	-	-	-	-
Capital	3,074,000	-	-	-	-	**3,074,000**
Total	**$ 3,074,000**	$ -	$ -	$ -	$ -	**$ 3,074,000**
Net Impact	$ -	$ -	$ -	$ -	$ -	$ -

Revised Aug. 11, 2016

Meeting Date: 06/21/2023
Department: Public Works
Contact: Chris Bogert, Asst. Director Engineering/Capital Imprvmts
Submitted By: Brandy Taylor, Engineering Projects Coordinator

Workshop

Item Type: Presentation

CITY OF CONROE

Item Type: Presentation

C. Bogert

Joint Meeting: No Joint Meeting

Description

Discuss the status of current Capital Improvement Projects.

Summary / Recommendation

Discuss the status of current Capital Improvement Projects.

Meeting Date: 06/21/2023
Department: Community Development
Contact: Nancy Mikeska, Asst. City Administrator and Community Development Director
Submitted By: Nancy Mikeska, Asst. City Administrator and Community Development Director

Workshop

Item Type: Other

Item Type: Other
N. Mikeska
Joint Meeting: No Joint Meeting

Description
Discuss accepting a donation of property and authorize the Mayor to sign the Special Warranty Donation Deed.

Summary / Recommendation
Discuss accepting a donation of property and authorize the Mayor to sign the Special Warranty Donation Deed.

Attachments
Donation Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DONATION DEED

Date: **June __, 2023**

Grantor(s): **3841, LP, a Texas limited Partnership, d/b/a Owen Properties**
Triple O Investments, LP, a Texas limited Partnership

Grantor's Mailing Address: **3506.5 W Davis Street,**
P.O. Box 810, Conroe, Texas 77305-0810

Grantee: **CITY OF CONROE, TEXAS, a Texas home rule municipality**

Grantee's Mailing Address: **300 W. Davis, P. O. Box 3066**
Conroe, Texas 77305

Consideration:

This land conveyance is a gift with a market value of two-hundred thousand, nine hundred, twenty dollars ($200,920.00) per the Montgomery County Appraisal District, from Grantor to Grantee, and given for the benefit of the City of Conroe, Texas.

This billboard conveyance is a gift with a market value of ninety thousand dollars ($90,000.00) from Grantor to Grantee and given for the benefit of the City of Conroe, Texas.

Property:

5.498 acres of land in the Denward James Survey, Abstract 289, Montgomery County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein by reference, along with all structures and appurtenances, to-wit: an 8'x16' static billboard.

Reservations from Conveyance

None

Exceptions to Conveyance and Warranty:

All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; and any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and property taxes on the Property for the year of conveyance which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, , together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

3841, LP, a Texas limited Partnership, d/b/a Owen Properties
Triple O Investments, LP, a Texas limited Partnership
3506.5 W. Davis Street
P.O. Box 810
Conroe, Texas 77305-0810

By: _____
Rigby Owen, Jr. d/b/a Owen Properties. GRANTOR

By: _____
F. Walter Owen, Partner, Triple O Investments, LP. GRANTOR

Accepted by Grantee:

CITY OF CONROE, a Texas home rule municipality

By: _____
JODY CZAJKOSKI, Mayor

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 7th day of June, 2023, by Rigby Owen Jr., 3841, LP, a Texas Limited Partnership, d/b/a Owen Properties.

MARY MURDOCH
My Notary ID # 160792
Expires November 28, 2025

Mary Murdoch
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 7th day of June, 2023, by F. Walter Owen, Partner, Triple O Investments, LP, a Texas Limited Partnership.

MARY MURDOCH
My Notary ID # 160792
Expires November 28, 2025

Mary Murdoch
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 2023, by JODY CZAJKOSKI, Mayor of the City of Conroe, acting herein in the capacity stated as the authorized act and deed of the City of Conroe, a Texas home rule municipality.

_____
Notary Public, State of Texas

After recording return to:
Soco Gorjon, City Secretary
P. O. Box 3066
Conroe, Texas 77305

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

Workshop

Item Type: Presentation

CITY OF CONROE

T. Rushing

Joint Meeting: No Joint Meeting

Description

Discuss a 2nd amendment for radio tower lease with CenterPoint Energy Houston Electric located at 401 Sgt. Ed Holcomb Blvd.

Summary / Recommendation

Consider a second amendment to the radio tower lease agreement with CenterPoint Energy Houston Electric located at 401 Sgt. Ed Holcomb Blvd. On September 18, 2023, the renewal lease term will automatically renew for a standard 5 years. CenterPoint is requesting a lease of only 2 years ending on September 17, 2025. The City's portion of the revenue will be $73,519.16

Fiscal Impact

Expenditure Amount:	$0
Revenue Amount:	$73,519.16
Account Number:	001-1020-6030
Budget Amendment Required Y/N:	Y
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

CenterPoint Second Lease Amendment

Service Center Radio Tower
401 Sgt Ed Holcomb Blvd.
Conroe, TX 77304

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment is made by and between **THE MONTGOMERY COUNTY HOSPITAL DISTRICT, THE CITY OF CONROE, TEXAS,** both of which are jointly referred as ("Licensor") and **CenterPoint Energy Houston Electric, LLC** ("Licensee").

R E C I T A L S

WHEREAS, Licensor and Licensee entered into a Tower License Agreement dated November 09, 2012 (the Lease Agreement);

WHEREAS, Licensor and Licensee entered into an Amendment to the Lease Agreement (the Amendment) dated September 18, 2018; and

WHEREAS, the Licensor and Licensee desire to amend the terms and conditions in the Lease Agreement and the Amendment hereinafter provided:

1. **Article IV - Term.** The lease term is amended and renewed by this Second Amendment. The lease term shall end on September 17, 2023, and a new term shall commence on September 18, 2023 (the Term Commencement Date) and shall continue for a period of two (2) years and zero (0) months, expiring on September 17, 2025.

2. **Article IV - Fees** The monthly rent is Six Thousand One Hundred Eighty-Nine Dollars and Twenty-Seven cents ($6,189.27) per month adjusted on the anniversary thereafter of the Term Commencement Date. The annual escalator shall be 3% per year. Payment of the monthly license fee shall be made and subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

3. **Lease Provisions Incorporated.** Except to the extent of any conflict with the provisions of this Second Amendment, the terms and conditions of the Lease Agreement and Amendment made by and between Licensor and Licensee are hereby ratified and adopted.

Signature Page To Follow

"**LICENSOR**"

Montgomery County Hospital District, a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____
Date: _____

The City of Conroe, a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____
Date: _____

"**LICENSEE**"

CenterPoint Energy Houston Electric, LLC

By: _____
Name: _____
Title: _____
Date: _____

CITY OF CONROE

Workshop

Item Type: Presentation

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

T. Rushing

Joint Meeting: No Joint Meeting

Description

Discuss AT&T 4th amendment for Radio Tower located at 14583 FM 1488.

Summary / Recommendation

Discuss the Fourth Amendment to the Tower Lease Agreement with AT&T New Cingular Wireless located at 14583 FM 1488. The proposed equipment to be added is a 1% additional load on the tower. The increase in current monthly rent is $54.17. For the remainder of the current lease, the City's portion of the rent will be $1,279.32.

Fiscal Impact

Expenditure Amount:	$0
Revenue Amount:	$1,279.32
Account Number:	001-1020-6030
Budget Amendment Required Y/N:	Y
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

AT&T 4th Amendment

Market: South Texas
Cell Site Number: HXL00929
Cell Site Name: Magnolia West FM 1488 RELO
Fixed Asset Number: 13877530

FOURTH AMENDMENT TO TOWER LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER LICENSE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below, is by and between The Montgomery County Hospital District (MCHD), a political subdivision of the State of Texas; The City of Conroe, Texas, a political subdivision of the State of Texas (both of which are jointly referred to as "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Licensee**").

WHEREAS, Licensor and Licensee entered into a Tower License Agreement dated May 1, 2017, whereby Licensor leased to Licensee certain Licensed Space, therein described, that are a portion of the Property located at 14583 FM1488, Magnolia, TX 77354 ("**Agreement**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow Licensee to add additional Approved Equipment to the Tower; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Section III – PERMITTED USE OF TOWER FACILITY BY LICENSEE** is hereby amended to include the following additional equipment:
   a. **Addition of 3 (AIR6449 B77D) Antennas**
   b. **Addition of 1 (.92") DC cable**
   c. **Addition of 1 (DC9-48-60-24-8C-EV) Surge Arrestor**

   (collectively, the "Microwave Equipment"). The Microwave Equipment is part of Licensee's Approved Equipment.

2. **Section IV – FEES & TERM** is hereby amended to include:
   Additional Monthly License Fee: Commencing on July 1, 2023, Licensee shall pay an Additional Monthly License Fee of Fifty Four Dollars and Seventeen Cents ($54.17) [based upon a fee of 1% increase of current rate per month], which shall be adjusted on the anniversary of the Commencement Date of this Agreement and on each anniversary thereafter during the Initial Term and during any Renewal Terms by the "Annual Escalator". The Annual Escalator shall be three percent (3%) per year.

3. New Cingular Wireless PCS, LLC
   Attn: TAG-LA
   Re: Cell Site # HXL00929
   Cell Site Name: Magnolia West FM 1488 RELO
   Fixed Asset # 13877530
   1025 Lenox Park Blvd NE
   3rd Floor
   Atlanta, GA 30319

   With Copy to:
   New Cingular Wireless PCS, LLC
   Attn: Legal Department
   Re: Cell Site # HXL00929
   Cell Site Name: Magnolia West FM 1488 RELO
   Fixed Asset # 13877530
   208 S. Akard Street
   Dallas, Texas 75202-4206

   The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other provided in this Section.

4. **Effective Date.** This Fourth Amendment takes effect on July 1, 2023

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Signature Page To Follow

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

"**LICENSOR**"

Montgomery County Hospital District,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____
Date: _____

The City of Conroe, a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____
Date: _____

"**LICENSEE**"

New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

EQUIPMENT INFORMATION					
Equipment Type	**Current Equipment**	**Equipment to be Removed**	**New Equipment to be Added**	**Final Configuration**	**RENT INCREASE BREAKDOWN / NOTES**
Antenna	(6) NNH4-65B		(3) AIR6449 B77D	(6) NNH4-65B (3) AIR6449 b77D	
RRU	(3) RRUS-4449 TOWER (3) RRUS-32 B2 TOWER (3) RRUS-32 B66 TOWER (3) RRUS-32 B30 TOWER (3) RRUS-4415 B25 TOWER (3) RRUS-4478 B14 FNET TOWER			(3) RRUS-4449 TOWER (3) RRUS-32 B2 TOWER (3) RRUS-32 B66 TOWER (3) RRUS-32 B30 TOWER (3) RRUS-4415 B25 TOWER (3) RRUS-4478 B14 FNET TOWER	
TMA					
Coax					
DC Cable	(4) 7/8" (3) .92"		(1) .92"	(4) 7/8" (4) .92"	
Fiber	(3) 1/2"			(3) 1/2"	
Surge Arrestor	(1) DC6-48-60-18-8F (1) DC6-48-60-18-8C (1) DC9-48-60-24-8C-EV		(1) DC9-48-60-24-8C-EV	(1) DC6-48-60-18-8F (1) DC6-48-60-18-8C (2) DC9-48-60-24-8C-EV	
RET Cable					
Fiber Box					
Diplexer					
Filter					
Microwave / ODU					

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

Workshop

Item Type: Presentation

T. Rushing

Joint Meeting: No Joint Meeting

Description

Discuss the fee proposal for Interior Architectural Design Services for City Hall/Visitor's Center.

Summary / Recommendation

Discuss the fee proposal for Interior Architectural Design Services for City Hall/Visitor's Center. The scope of this proposal is to develop the overall program and schematic design of the first-floor public area of Conroe Tower. This will include the Visitor's Center, Community Space and Main Entrance Canopy. The committee recommends PGAL to provide these services based on information provided in an RFP that was opened on April 27, 2023.

Fiscal Impact

Expenditure Amount:	$33,265
Revenue Amount:	
Account Number:	608-8080-9030 I26-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

PGAL PROPOSAL
RFP ARCHITECT

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

May 31, 2023

Tammie Rushing
City of Conroe
300 W Davis Street
Conroe, Texas 77301

RE: Fee Proposal for Interior Architectural Design Services for The City of Conroe City Hall & Visitor's Center Renovation

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

Dear Tammie,

PGAL, Inc. (PGAL) is pleased to submit this fee proposal for the renovation of The City of Conroe City Hall Visitor's Center and Entry Canopy located at 300 West Davis, Conroe, TX 77301.

Project Understanding + Scope of Services

The City of Conroe City Hall Visitor's Center is in the 58,000 square-foot, six story Conroe Tower located in downtown Conroe. The scope of this proposal is to develop the overall program and schematic design for renovation of the first-floor public areas in Conroe Tower. This includes the Visitor's Center, Community Room, Reception, and main entrance canopy. We will also address the ADAAG/Texas Accessibility Standards for existing facilities supporting the first-floor renovation space and include design enhancements. The first floor Council Chambers, Human Resources Offices, Veteran's Affairs Office, and Communications Department Offices are excluded from this scope.

PGAL will provide the services below for this phase of the renovation.

Site Survey/As-Built drawing update

Upon client's authorization to proceed, PGAL will perform field survey to verify existing conditions including:

- Field survey of exterior to confirm building conditions/requirements for new entry canopy design.
- Field survey of interior first floor existing conditions, building systems and infrastructure as well as understand current use in detail.
- Client-provided AutoCAD backgrounds will be updated to represent floor plan and reflected ceiling plan as-built condition. If AutoCAD backgrounds are not available, PGAL and the consultant team will prepare CAD/BIM files based on existing as-built documents.

3131 Briarpark Dr., Suite 200
Houston, TX 77042
t 713 622 1444
f 713 968 9333

Programming and Space Planning

PGAL will meet with client to develop and confirm overall program requirements and design direction to include:

- One (1) project kick-off meeting to finalize scope and project goals.
- One (1) programming meeting with department/user groups of first floor spaces in scope.
- PGAL will develop and present two (2) initial test fits for client review and approval.
- PGAL will update the documents with any adjustments based on a meeting with client and user groups.

Conceptual Design

Upon client's approval of test fit, PGAL will work collaboratively with the client to further develop and finalize project design including:

- Conceptual floor plan, reflected ceiling plan, key elevations, finish recommendations and millwork requirements for areas included in the scope of work.
- 3D sketches of key areas defined in programming.
- Schematic design material palette
- Initial signage/wayfinding concepts
- Narratives for architectural and interior design, MEP, IT, security and audio-visual systems, and structural engineering recommendations.
- Cost Estimate

Project Schedule

PGAL will develop a project schedule of important milestone dates for review and approval of client. During design, PGAL will monitor the project for conformance with schedule, and PGAL will notify the client of any necessary changes in the schedule. The following schedule is projected:

8-10 weeks including scope above in addition to consultant services listed.

Project Team

Proposed design team for this scope is as follows:

PGAL: Project Management, Architecture, and Interior Design
DBR: MEP Engineer, IT, Security, AV
Garza+McLain: Structural Engineer
Project Cost Resources: Cost Estimator

PGAL Hourly Rates

PGAL's full schedule of hourly rates is included as an attachment to this proposal.

Compensation

PGAL will perform established scope based on total lump sum basis of compensation for the services described herein.

PGAL Fee	
Survey + Field Verification	$5,200
Space Planning	$4,000
Schematic Design	$10,200
PGAL Fee Subtotal:	**$19,400**

Consultant Fee	
MEP, IT, Security & AV Evaluation	$7,000
Structural Evaluation	$2,500
Cost Estimate	$1,865
Consultant Fee Subtotal:	**$11,365**
Programming & Needs Assessment Fee Total:	**$30,765**

Additional Services

If services, other than those included herein are requested by the client, they will be billed in addition to the above compensation in accordance with the hourly rate schedule attached or negotiated lump sum fee. Additional services include, but are not limited to the following:

Client requested revisions to approved plans or other approved items.

Additional consultant services not included in this agreement

Final Design services (Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Services)

FF&E Design

Move coordination and inventory of existing furniture

Signage and Graphic design

Photo-realistic third-party 3D Models & Renderings (estimated $1000-$3000 per)

Hazardous material survey or certification

Lighting Design

LEED, WELL, Fitwell certification services

Museum Display and/or Artwork design and coordination

Reimbursable Expenses

PGAL would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage, and travel (if necessary). Reimbursable expenses will be billed at our cost plus a 10% service fee and are estimated not-to-exceed **$2,500** to complete the project.

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

Thank you for the opportunity to provide this fee proposal for the project. We are excited to get started. Please feel free to contact us with any questions.

Sincerely,



Paul D. Bonnette, AIA

Principal

CC: Accounting, File – PGAL

PGAL, INC.
HOURLY RATE SCHEDULE

DISCIPLINE	RATE
DIRECTOR	$325.00
PRINCIPAL	$300.00
PROJECT MANAGER VI	$285.00
PROJECT MANAGER V	$250.00
PROJECT MANAGER IV	$225.00
PROJECT MANAGER III	$205.00
PROJECT MANAGER II	$190.00
PROJECT MANAGER I	$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	$285.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	$250.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	$225.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	$90.00
BIM MANAGER V	$230.00
BIM MANAGER IV	$200.00
BIM MANAGER III	$160.00
BIM MANAGER II	$130.00
BIM MANAGER I	$110.00
ENGINEER IN TRAINING IV	$150.00
ENGINEER IN TRAINING III	$135.00
ENGINEER IN TRAINING II	$115.00
ENGINEER IN TRAINING I	$105.00
CONSTRUCTION ADMINISTRATOR V	$270.00
CONSTRUCTION ADMINISTRATOR IV	$240.00
CONSTRUCTION ADMINISTRATOR III	$225.00
CONSTRUCTION ADMINISTRATOR II	$200.00
CONSTRUCTION ADMINISTRATOR I	$190.00
CONSTRUCTION INSPECTOR	$170.00
PROJECT ADMINISTRATOR IV	$140.00
PROJECT ADMINISTRATOR III	$130.00
PROJECT ADMINISTRATOR II	$110.00
PROJECT ADMINISTRATOR I	$90.00
ADMINISTRATOR III	$80.00
ADMINISTRATOR II	$70.00
ADMINISTRATOR I	$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN EFFECT UNTIL DECEMBER 2023.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

Request for Qualifications

City of Conroe

RFQ 0427
Architectural Engineering Design Services – Renovation of the City Hall/Visitor's Center Lobby, Including a New Entry Canopy

CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305

Responses Due – April 27, 2023 2:00 PM

City of Conroe Purchasing Department

NOTICE FOR QUALIFICATIONS

The City of Conroe will be accepting Statements of Qualifications from respondents capable of entering into a contract to draft and design all construction documents for the renovation of the City Hall/Visitor's Center Lobby including a new Entry Canopy located at 300 West Davis. The City utilizes the CIVCAST electronic submission method for one copy per Proposer or deliver Four (4) copies of your statement sealed and appropriately marked **"RFQ 0427 For Architectural Engineering Design Services for the renovation of City Hall/Visitor's Center Lobby, including a new Entry Canopy"** and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Statements will be publicly opened and the names of the Proposer's will be read on **Thursday, April 27** at **2:00 p.m.** in the 1st floor Council Chambers at City Hall (300 West Davis). Statements not delivered by this time will be returned unopened.

RFQ documents may be reviewed and downloaded online at CIVCAST www.civcastusa.com. Questions concerning this RFQ shall also be submitted through CIVCAST. Copies of all questions and answers, and any addenda to supplement the RFQ, will be published on the website above no later than three days prior to the opening due date.

No statement may in any way qualify, modify, substitute or change any part of the instructions to respondents. The City of Conroe reserves the right to reject any and all statements and to award this request for qualifications to the proposer that offers the best value to the City, taking certain evaluation factors into consideration as set forth in this request for qualifications.

The City of Conroe, Texas

CC: 4/10/23 & 4/17/23

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 0427 For Architectural Engineering Design Services for the Renovation of City Hall/Visitor's Center Lobby, including a new Entry Canopy

INTRODUCTION

The City of Conroe is soliciting statements of qualifications with from interested firms to provide Architectural & Engineering Design Services for the renovation of the Visitor's Center at the city of Conroe City Hall including a new entry canopy.
.
This project is located at 300 West Davis – Conroe, Texas 77301.

The City of Conroe will place strong emphasis in working with a firm that has extensive experience in designing renovations of existing buildings. The professional engineering services to be provided include all services necessary for the development of plans and specifications suitable for obtaining construction bids in accordance with the applicable ordinances of the City of Conroe.

If you are interested in your firm being considered for this project, please submit four (4) copies of your proposal to:

City of Conroe Soco Gorjon, City Secretary P.O. Box 3066 Conroe, TX. 77305	Physical:	City of Conroe Soco Gorjon, City Secretary 300 W. Davis St. Conroe, TX. 77301

Due Date: On or before 2:00 p.m. on April 27, 2023

All statements shall be in a sealed envelope clearly marked **"RFQ 0427 For Architectural Engineering Design Services for the renovation of City Hall/Visitor's Center Lobby, including a new Entry Canopy" or submit one copy in CIVCAST as an electronic submission**.

QUESTIONS AND INQUIRIES

Any person with questions regarding this RFQ, including a request to visit the building site, should email a written request for information / clarification to:

Tammie Rushing, Facilities Manager
trushing@cityofconroe.org

Answers will be provided to all Candidates receiving RFQ's as a written addendum. Candidates should not rely on any oral communication concerning this RFQ and oral responses will have no binding effect.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any part of, or all statements without the imposition of any form of liability. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City reserves the right to award this RFQ to the most qualified proposer that offers the best combination of qualifications and value to the City taking into consideration the evaluation criteria contained herein.

SCOPE OF SERVICES

In general, the successful proposer shall be responsible to draft and design all construction documents for the City Hall Visitor's Center Renovations including a New Entry Canopy. These documents include, but are not limited to plans, specifications, cost estimates for each phase, certain services during bidding phase, and construction services. The successful proposer will be responsible for project management, and will work with the City to ensure compliance with City codes, federal regulations, and quality construction that meets or exceeds design specifications. The successful proposer will be required to provide the City with an electronic version of the final product design.

SCOPE OF WORK

1. Design Visitor's Lobby area to include:
    a. Floors
    b. Seating Areas
    c. Entrance Doors
    d. New reception area including desk and ceiling ring
    e. Demolish existing glass vestibule
    f. Renovate wall and door at Council Chamber's Box
    g. Install new ceilings in all areas except in the elevator lobby
    h. Install new hard surface flooring in all areas
2. Design the Community Room, Visitor's Center, Reception Area, Offices, new restrooms, limited wall and door renovations to Council Chambers Box, install new ceilings, carpet in offices and open areas
3. Design new steel and aluminum door entry
4. Design new building signage
5. Design three (3) movable wall partitions and furr-downs for sound control
6. Design lighting in all areas

COMMUNICATION

The City shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve offeror from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

No City of Conroe official or employee shall have interest in any contract resulting from this "RFQ". Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to Project number and name on the 1295 form. Example forms are included with this RFQ.

1295 certificate of Interested Parties, Conflict of Interest Questionnaire, HB 89 Verification Form, SB 252 Verification Form, SB 19 Verification Form, SB 13 Verification Form

REIMBURSEMENTS

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

DEFAULT

The City reserves the right to terminate the professional services contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

SELECTION PROCESS

As required under Government Code 2254 the Owner upon appropriate evaluation of all qualification submittals will rank up to three Candidates based on the criteria established below to determine the most qualified firm to provide the Engineering services to the City.

- The experience and reputation of the firm: 20 Points
  Directly related experience and qualifications.
  Firm's experience with projects of similar scope and size.
  Firm's professional qualifications.
- The experience, professional certification, and reputation of the Project Manager. 15 Points
- Design team organization and organizational abilities and project management techniques. 10 Points
- The technical knowledge and qualifications of the sub-consulting firms with respect to specific services required.15 Points
- The ability of the firm to begin and complete the work on time and within budget / contract amount.15 Points
- Ease of access to the firm's project staff.10 Points
- References 15 Points

If negotiations with the most qualified firm are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without

limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

CONDITIONS OF WORK

Proposers are expected to be fully informed of buildings, locations and working conditions under which your services will be performed, and to have thoroughly reviewed this RFQ. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Professional Liability Insurance	- $1,000,000 each occurrence
B.	Worker's Compensation	- As required by Texas Law
C.	Employer's Liability	- $ 500,000 each occurrence
D.	Public Liability (Bodily injury)	- $1,000,000 combined single limit
E.	Public Liability (Property damage)	- $1,000,000 combined single limit
F.	Automobile Liability (Bodily injury)	- $ 200,000 each person
G.	Automobile Liability (Property damage)	- $ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Qualifications will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

INTERVIEWS

After written proposals are received and initially evaluated, the Owner may require one or more of the Candidates to provide an oral presentation as a supplement to their statements. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFQ and/or submitting a written proposal in response to this RFQ.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

- **Tab I – Cover Letter**

  Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFQ. A person who is authorized by the organization to enter into an agreement with the City will sign the letter.

  Please include all contact information.

- **Tab 2 – Acceptance of Conditions**

  Indicate any exceptions to the specifications, terms and conditions of this RFQ, including the Scope of Services.

- **Tab 3 – Company Background**

  1. Years in business under present name.
  2. Name and address of each office location.
  3. Ownership structure (Corporation / Partnership).
  4. Names and titles of officers in the company.
  5. Company trade organizations / associations / affiliations

- **Tab 4 – Qualifications**

  1. Describe firm qualifications, experience and project understanding.
  2. Provide resumes for key personnel that will be assigned to this project.
  3. Demonstrate the firm's qualifications and experience in the renovation of buildings.

- **Tab 5 – Project Manager**

  1. Identify the Project Manager, including experience and qualifications related to design and construction of required renovations.
  2. Show the organization of the proposed designed team.

- **Tab 6 – Firm Resources**

  1. Describe the firm's personnel resources available to the Project Manager.
  2. Describe key personnel to be assigned from within the firm and any key outside sub-consulting firms for this project.

- **Tab 7 – References**

  1. Provide references of similar design projects for which your company has, in whole or in part, provided services.

- **Tab 8 – List of Ongoing and Completed Projects**

  1. Provide a list of similar projects in which your company is currently involved, or has been involved.
  2. Please list project description, client contact information, and current status.

- **Tab 9 – Customer Support**

  1. Describe the firm's physical availability to the City in terms of communication, meetings and fieldwork.
  2. How will distance from the project site and the City affect the response time to critical matters pertaining to the project?

SIGNATURE SHEET

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by Texas Law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Conroe (House Bill 914), and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Conroe.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

_____

Remit To Address: _____

_____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone:(_____)_____ **Fax No.:** (_____)_____

Date: _____ **Minority:** _____ **Women Owned:** _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Tammie Rushing, Facilities Mgr

Workshop

Item Type: Presentation

T. Rushing

Joint Meeting: No Joint Meeting

Description
Discuss the proposal for the HVAC replacement and upgrades at CMC.

Summary/Recommendation
Discuss the proposal for the HVAC replacement and upgrades at CMC. The scope of this proposal is to remove the existing HVAC system throughout the facility and replace with a new chiller, new central air handling units, fan powered terminal units, and all new associated ductwork and electric components. Invitations for proposals were opened on May 25, 2023. A committee of seven recommends Endurance to provide these services based on scoring criteria obtained in the proposal. The recommended bid total of $2,559,852 includes the base bid and the alternates 1 and 2.

1. Is the request necessary?
Yes, the HVAC system is 20 plus years old and is failing to provide adequate air in the facility.

2. Why was the item not budgeted in the normal budget process?
The CIP budget for this project has $1,750,000 in remaining funds, however the bids came in higher than anticipated.

3. Why can a transfer not be made within the department?
$600,000 will be transferred from project G85 within fund 608 and $200,000 will be from interest within fund 608.

Source of Funds & Amount of Amendment Needed:

Reserves: $	Grants: $
Bond Proceeds: $2,350,000	Additional Revenues: $200,000

5-Year Budget Impact

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues	$2,559,852					$2,559,852
Expenditures						
Personnel	$	$	$	$	$	$
Supplies						
Contractual						
Capital	(2,559,852)					(2,559,852)
Total	**($2,559,852)**	**$**	**$**	**$**	**$**	**($2,559,852)**
Net Impact	**$0**	**$**	**$**	**$**	**$**	**$0**

City of Conroe Financial Management Policy, Section V.B. - The budget may be amended by using the following criteria for evaluation of requests. The following questions must be answered by the appropriate department head prior to submittal to the City Council for approval and shall be included as a part of the agenda packet:

The Director of Finance certifies that there are available revenues in excess of those estimated in the budget or that unreserved/unencumbered fund balance is available.

Fiscal Impact

Expenditure Amount: $2,559,852
Revenue Amount:
Account Number: 608-8080-9030 I80-XP
Budget Amendment Required Y/N: Y
Financial Review Complete: CS
Financial Review Notes:

Budget Amendment is for the $200,000 in interest earnings to be spent and the $600,000 is just between projects.

Attachments

HVAC Replacement for CMC
BID TAB FOR HVAC
ENDURANCE RESPONSE

INVITATION FOR PROPOSALS

CITY OF CONROE

RFP 0525-2023 HVAC REPLACEMENT AND UPGRADES
CITY OF CONROE MUNICIPAL CENTER

CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305

RESPONSES DUE MAY 25, 2023 AT 2:00 PM

NOTICE TO BIDDERS

The City of Conroe will receive sealed proposals electronically through CIVCAST or in triplicate for RFP #0525-2023 - HVAC Replacement at City of Conroe Municipal Center, located in Montgomery County, Texas. The proposals shall be appropriately marked **"RFP # 0525-2023 - HVAC Replacement at City of Conroe Municipal Center"** and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Names of proposers will be publicly opened and read on **Thursday, May 25th, 2023** at **2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

A **pre-bid meeting** including site visit will be held on **May 17, 2023 at 10:00 AM** at the City of Conroe Municipal Center Center located at 700 Metcalf Street, Conroe Texas 77305

Bids must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

Specifications and RFP documents may be reviewed and downloaded online at Civcast www.civcastusa.com. Questions concerning this bid shall also be submitted on Civcast.

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents. The City of Conroe reserves the right to reject any and all offers, and to waive informalities in submission of proposals. The City of Conroe also reserves the right to award this proposal to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City.

CC: 5/8/23 & 5/15/23

CITY OF CONROE, TEXAS

CITY OF CONROE

1. Preparation of RFPs:

Submit RFPs electronically through CIVCAST or in triplicate ***(one original, two manual copies.)*** on the prescribed forms or copies thereof, along with Bid bond if required, in a sealed envelope marked **"RFP # 0525-2023 HVAC Replacement – City of Conroe Municipal Center"**. Prepare RFPs in accordance with the requirements of the Notice to Bidders, and any instructions in the Proposal and plans, specifications and drawings.

2. Owner:

The City reserves the right to award parts of RFPs, reject any or all RFPs and to waive technical irregularities. Contract award will be made on the basis of the lowest qualified responsible respondent or the respondent who provides the goods and services at the best value for the City, considering the selection criteria below.

Best Value Selection Criteria:

a) The Proposed Price/Cost.	50 Pts.
b) The Quality of the bidders Goods or Services	20 Pts.
c) The Reputation and Past Relationship with the City.	20 Pts.
d) Time for Completion or Project Scheduling	10 Pts.

3. Questions and Inquires:

ALL questions regarding specifications must be asked through CIVCAST. Answers will be posted on CIVCAST.

4. Submission of RFPs:

Submit electronically through CIVCAST OR one (1) original and (2) two copies of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened. Names of Respondents will be read aloud at 2:00 PM in the 1st Floor Council Chambers, 300 West Davis Conroe Texas 77301.

Due Date: **May 25, 2023 2:00 PM**

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX. 77301

5. Scope of Work: HVAC Replacement

See SECTION 01 11 00 - SUMMARY OF WORK

6. RFP Evaluation and Award:

As required under Government Code 252.042, the Owner upon appropriate evaluation of all qualified candidates will rank up to three Candidates based on the criteria established below to determine the most qualified firm. After review of the proposals and prior to the final ranking, the committee may conduct interviews with the shortlisted firm(s). The committee

will verify references and past work history for specific firms. The committee's decision will be submitted to the City Council for consideration.

7. Interviews

After written proposals are received and initially evaluated, the Owner may require one or more of the Candidates to provide an oral presentation as a supplement to their statements. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

8. References:

The City of Conroe may request respondents to supply, with this Invitation to RFP, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone and fax number.

9. Delivery of Proposals:

It is the proposer's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The proposer must have the proposal actually delivered before the time set and the start of opening of the RFPs. Any RFPs received after the time and date specified in the Notice to Bidders will be returned unopened.

10. Materials and Services:

The proposer warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth herein. The proposer shall furnish all data pertinent to specifications and warranties, which apply to items in the RFP.

11. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the pricing sheet. Prices shall be all inclusive. Any price not shown on the RFP sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, proposer must indicate both items required and attendant cost or forfeit the right to payment. This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

12. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, employees and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully

comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

13. Insurance Requirements:

The proposer shall procure and maintain, at its expense, during the term of this RFP, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- $ 1,000,000 each occurrence
C. Public Liability (Bodily injury)	- $1,000,000 combined single limit
D. Public Liability (Property damage)	- $1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- $ 200,000 each person
F. Automobile Liability (Property damage)	- $ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the respondents compliance with this section if required by the City.

14. Bonding:

Each bid must be accompanied by a bid bond or other acceptable security in an amount equal to ten percent (10%) of the base offer amount. The bond may consist of a surety bid bond executed by a surety licensed to do business in the State of Texas, or a certified check or cashier's check in the required amount drawn on a bank doing business in the State of Texas and made payable to the City of Conroe, Texas.

The bid / bid bond of the successful proposer shall be returned upon issuance of a notice to proceed to the proposer. The bonds of unsuccessful proposer's shall be returned upon the earlier of (1) the issuance of a notice to proceed to the successful proposer, or (2) the expiration of thirty (30) days following the bid opening.

As a condition for award of contract, a Performance Bond, and a Payment Bond, each in an amount not less than 100% of the contract sum, conditioned upon the faithful performance of the Contract, will be required of the Contractor. Bonding companies must be acceptable to the Owner. The amount of each bond shall be adjusted by the amount of any change order.

15. Conditions of Work:

Respondents are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful proposer of any obligations to furnish material and labor necessary to complete the project.

16. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

17. **Ethical Standard:**

No City official or employee shall have interest in any contract resulting from this bid. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to "Project Number and Title" **on the 1295 form.**
Example forms are included with this Bid.

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**
- **SB 19**
- **SB 13**

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the Bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

18. **RFPs:**

All RFPs must be consistent in every respect and no special conditions may be made or included by the proposer.

If a contract is awarded, it will be awarded to the most responsible proposer having previous experience, meeting all the qualifications and specifications for this type of work and on the bases of the arrangement of selected RFP items that offer the best value to the City of Conroe.

19. **Unit Prices if Applicable:**

The unit price of each of the items in the RFP proposal shall include it pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposed represents the total RFP. Any RFP not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities, if such applies.

20. **Corrections:**

Erasures or other corrections in the RFP must be noted over the signature of the proposer.

21. **Withdrawal of RFPs:**

RFPs may be withdrawn by written request dispatched for delivery in the normal course of business prior the RFP opening. The RFP guaranty of any proposer withdrawing his RFP in accordance with the above will be returned promptly.

22. Award of Contract:

The City reserves the right to award this contract to the low bidder or to the bidder whose response is the best value to the City of Conroe.

23. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

24. Payment:

The City of Conroe is exempt from state sales tax and federal excise tax. These taxes shall not be included in the submitted pricing. The City will provide tax exemption certificate upon request.

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all services and receipt of an original invoice complying with the terms and conditions of the award.

Invoices must be submitted by the vendor to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe Texas 77305 or by email at acctpay@cityofconroe.org. If invoices are subject to cash discount, discount period will be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice.

25. Default:

The City reserves the right to terminate this contract with 30 days written notice for any reason if found to be in the best interest of the City of Conroe.

26. Term of Contract

This contract will begin after award and will continue and continue until project is complete.

27. Respondents:

Should a respondent discover a discrepancy or an omission in the RFP documents, they should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding. Each Addenda interpretation made will be uploaded to CIVCAST no later than Monday, May 22, 2023 by 5:00 pm, prior to RFP opening. It is, however, the proposer's responsibility to make inquiry as to any addendum issued. All such addendums shall become part of the Contract Documents and all respondents shall be bound by such addenda, whether or not received by the respondents.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in their proposal being rejected.

- **Tab I – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

- **Tab 2 – Acceptance of Conditions (Your proposal)**

Include all required forms including insurance, bonds (letter from Surety Company stating your company is bondable and original bond is due at time of contract award), conflict of interest form, Certificate of Interested Parties Form, HB 89 and SB 252, SB 19, SB 13 Forms and all required back up information requested.

Include pricing for project.

Include all pertinent information regarding your company's plan to implement the scope of the project according to the plans and drawings included with this RFP. Include all warranty information.

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

- **Tab 3 – Company Background**

1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

- **Tab 4 – Qualifications**

  1. Describe firm qualifications, experience and project understanding.
  2. Provide resumes for key personnel that will be assigned to this project.
  3. Demonstrate the firm's qualifications and experience in providing HVAC services to similar entities.

- **Tab 5 – Project Manager**

  1. Identify the Project Manager, including experience and qualifications related to this project.

- **Tab 6 – References**

  1. Provide references of similar projects for which your company has, in whole, provided general contracting services that involve HVAC services and incidental repairs to include electric and finishes. (5 references)

- **Tab 7 – List of Ongoing and Completed Projects**

  1. Provide a list of similar projects in which your company is currently involved, or has been involved.
  2. Please list project description and status.

- **Tab 8 – Customer Support**

  1. Describe the firm's physical availability to the City of Conroe in terms of communication, meetings and fieldwork.
  2. How will distance from the project site and the City of Conroe affect the response time to critical matters pertaining to the project?

Any **purchasing related** questions may be directed to Kristina Colville at kcolville@cityofconroe.org. or 936-522-3830.

All **Specification questions** MUST be asked on Vendor Registry.

Agreement and Certification:

The Undersigned Agrees That:

A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

SIGNATURE SHEET

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by Texas Law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Conroe (House Bill 914), and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Conroe.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

_____

Remit To Address: _____

_____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____)_____ **Fax No.:** (____)_____

Date: _____ **Minority:** _____ **Women Owned:** _____

To receive consideration for award, this signature sheet must be returned WITH RESPONSE.

SECTION 01 11 00 - SUMMARY OF WORK

CONDITIONS OF THE CONTRACT AND DIVISION 1, AS APPLICABLE, APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

The existing HVAC system is to be removed throughout the facility and replaced with new central air handling units and fan powered terminal units. The existing air cooled chiller, pumps, hydronic accessories, and controls are to be replaced. Two new VAV AHU's and associated ductwork, terminal units, diffusers, and accessories to be installed throughout the existing facility. The Conroe Municipal Center is to remain in operation during construction and will require a phased construction schedule. Contractor will be responsible to coordinate with the owner to plan areas of construction and relocation of employees to work in those areas. Some portions of the building will need to remain in operation and will require the work to be completed after hours or on the weekends. Existing ceilings and ceiling mounted devices are to be temporarily removed/suspended as required for the mechanical scope of work.

1.2 INSTRUCTIONS TO OFFERORS

A. Outside work can be performed anytime during the day. Inside work shall be performed according to construction schedule and coordination of phased areas with the owner.

1.3 SALVAGED MATERIALS

A. Owner may salvage all items deemed reusable or necessary to keep from facilities to be demolished prior to the start of demolition.

B. Contractor shall remove and turn additional items over to the Owner, as directed.

C. Contractor shall demolish, remove and salvage all other items of demolished work.

1.4 CONTRACTS AND USE OF SITE

A. Contractor Use of Premises:

1. Confine operations at site to areas permitted by:
   a. Law
   b. Ordinances
   c. Permits
   d. Contract Documents
2. Do not unreasonably encumber site with materials or equipment.
3. Assume full responsibility for protection and safekeeping of products stored on premises.
4. Obtain and pay for use of additional storage or work areas as needed for operations.
5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction, as determined by City and District officials.
6. Contractor shall coordinate all construction activities with Owner.
7. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, prior to commencement of shutdown.

B. Owner Occupancy:

1. Partial Owner Occupancy: The Owner reserves the right to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such

occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

2. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
3. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
4. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
5. Prior to partial Owner occupancy, emergency and life safety systems shall be fully operational. Emergency and life safety systems include, but are not limited to, fire sprinkler systems, fire alarm systems, and emergency egress devices. For emergency exiting purposes, the path of travel shall be clearly delineated and functional. If required, temporary barricades shall separate on-going construction from occupied spaces as allowed by the governing agency holding jurisdiction over the Project. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of emergency and life safety systems in occupied portions of the building.

C. Owner-Furnished Items:

1. The Owner may provide items to the Contractor for installation in accordance with manufacturer's recommendations and instructions.
2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Contractor's Construction Schedule, and will inspect deliveries for damage.
3. If Owner-furnished items are damaged, defective or missing, through no fault of the Contractor, the Owner will arrange for replacement.
4. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor's Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to elements, and to repair or replace items damaged as a result of his operations.

D. Coordination with Owner's Forces or Owner's Contractors:

1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with the contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
   a. Materials Inspection and Testing Agency
   b. HVAC Testing, Adjusting and Balancing Agency
   c. Energy Management System Contractor
   d. Data and Cabling System Contractor
   e. Telephone System Contractor
   f. Modular Furniture Installer
   g. Lighting and Sound
   h. Surveying

1.5 PROTECTION OF EXISTING PROPERTY

A. Contractor shall provide and maintain adequate protection of all Owner's existing property during duration of Project.

B. Contractor shall verify location of all existing underground pipelines on site with the owner of such pipelines and authorities having jurisdiction and shall provide and maintain adequate protection of all such pipelines during duration of project.

C. Protection of Trees:

1. Provide wood barricades around trees and shrubs at their drip line in traffic areas to protect them from construction operations until Substantial Completion, or until barricade removal is direct by Architect/Engineer.

1.6 USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS

A. The Contractor is reminded to refer to Document AB, Instructions to Offerors for requirements regarding asbestos containing materials (ACM).

PART 2 - PRODUCTS

2.1 MATERIALS

A. Refer to Specification Sections.

PART 3 - EXECUTION

3.1 CONSTRUCTION SCHEDULE

A. Completion Time: Based on current lead times for air cooled chillers the estimated substantial completion date is April 2024. Contractor shall provide an estimated substantial completion date as a part of the bid based on proposed equipment lead times and required scope of work.

B. Proposers shall structure their pricing and proposal as required to meet the designated schedule.

C. Submission of a proposal for consideration shall be construed as proposer's agreement to meet the stipulated schedule without qualification or exclusion.

END OF SECTION

Proposal Form – Request for Proposal

PROJECT: 0525-2023 HVAC Replacement at Conroe Municipal Center
Conroe, Texas

OWNER: CITY OF CONROE
Christopher Bogert
City Engineer
700 Metcalf Street, Conroe, TX 77305

CIVIL ENGINEER: Chase Collins, PE
DBR
9990 Richmond Ave S Building Ste 300
Houston Texas 77042

PROPOSER:

_____
Company Name

_____
Company Address

_____
City, State, Zip

_____
Telephone

_____

Required: SAM.gov UE ID Number - Register at SAM.gov

APPLICABLE CONTRACT DOCUMENTS

Documents and Specifications:

- Project Specifications and Drawings Signed and Sealed by Chase Collins, PE on 4/17/23
- Project Contract Documents # 0525-2023

Bid Tab - City of Conroe HVAC Re

Item	Description	Unit	QTY	Dunhill Development	Total	Endurance Builders	Total	R.E.C. Industries, Inc.	Total
Base Bid									
1	Ceiling	LS	1	$99,193.33	$99,193.33	$50,570.00	$50,570.00	$370,000.00	$370,000.00
2	Structural Modifications for Louver	LS	1	$17,557.31	$17,557.31	$18,565.00	$18,565.00	$2,000.00	$2,000.00
3	Div 21 - Fire Sprinkler	LS	1	$35,933.93	$35,933.93	$31,597.00	$31,597.00	$56,000.00	$56,000.00
4	Div 22 - Plumbing	LS	1	$32,371.30	$32,371.30	$35,000.00	$35,000.00	$19,000.00	$19,000.00
5	Div 23 - HVAC	LS	1	$2,129,420.93	$2,129,420.93	$2,166,770.00	$2,166,770.00	$2,260,000.00	$2,260,000.00
6	Div 26 - Electrical	LS	1	$235,103.40	$235,103.40	$257,350.00	$257,350.00	$390,000.00	$390,000.00
Sub Totals					$2,549,580.20		$2,559,852.00		$3,097,000.00
Deduct Alternate 1									
7	Reuse Existing downstream	LS	1	($130,000.00)	($130,000.00)	($20,910.00)	($20,910.00)	($43,000.00)	($43,000.00)
Sub Totals					($130,000.00)		($20,910.00)		($43,000.00)
Alternate 2									
8	Extended Chiller Warranty	LS	1	$10,000.00	$10,000.00	$0.00	INCLUDED IN BID	$13,000.00	$13,000.00
Sub Totals					$10,000.00		$0.00		$13,000.00
Grand Total					$2,429,580.20		$2,538,942.00		$3,067,000.00
	Completion time -		130-309			315-330		330-360	

PROJECT:
City of Conroe HVAC Replacement and Upgrades

BIDDER:
Endurance Builders

TOTAL BID:
$2,538,942.00

COMPLETION TIME:
330 Calendar Days

SUBSTANTIALLY COMPLETE TIME:
315 Calendar Days

BIDDER INFO:
2900 North Loop West
Ste. 100
Houston,TX 77092
P: 3379623634
F:

BID TOTALS

BASE BID	Total
Base Bid	$2,559,852.00
Deduct Alternate 1	($20,910.00)
Alternate 2	$0.00
Total	$2,538,942.00

Base Bid

No.	Description	Unit	Qty	Unit Price	Ext Price
1	Ceiling Removal/Rebuild	LS	1	$50,570.00	$50,570.00
2	Structural Modifications for Louver	LS	1	$18,565.00	$18,565.00
3	Div 21 - Fire Sprinkler Renovation	LS	1	$31,597.00	$31,597.00
4	Div 22 - Plumbing	LS	1	$35,000.00	$35,000.00
5	Div 23 - HVAC	LS	1	$2,166,770.00	$2,166,770.00
6	Div 26 - Electrical	LS	1	$257,350.00	$257,350.00
				Sub Total:	$2,559,852.00

Deduct Alternate 1

No.	Description	Unit	Qty	Unit Price	Ext Price
7	Reuse Existing downstream ductwork	LS	1	($20,910.00)	($20,910.00)
				Sub Total:	($20,910.00)

Alternate 2

No.	Description	Unit	Qty	Unit Price	Ext Price
8	Extended Chiller Warranty	LS	1	$0.00	$0.00
				Sub Total:	$0.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
Addendum 1	05/24/2023 9:45:28 AM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	RFP Documents	5/16/2023 2:04:12 PM
Plans	Plans	5/16/2023 2:04:12 PM
Bid Docs	Specifications	5/16/2023 2:04:12 PM
Addenda	Addendum 1	5/23/2023 9:28:49 AM
Plans	Original Plans of the building	5/22/2023 3:06:16 PM

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Other

C. Smith

Joint Meeting: CLGC

Description

Vendor: DPR Construction.

Summary / Recommendation

Invoice No.: DPRB014001 Pay App 20 - May 2023 Amount: $1,121,861.00

Fiscal Impact

Expenditure Amount:	$1,121,861.00
Revenue Amount:	
Account Number:	609-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

DPR Pay App 20A

Purchase Order Invoice Tabulation
FY 22-23

VENDOR INFO: DPR Construction
3200 Southwest Frwy, Suite 1550
Houston, Texas 77027

COUNCIL APPROVAL: 5/26/2021

PROJECT/DESCRIPTION: **Hotel/CC Construction ("A" is Hotel "B" is City)**

PURCHASE ORDER NUMBER: 23-00436

RETAINAGE: **5%**

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
Pre-Construction-A	$ 1,975,396	$ -	$ -	$ 1,975,396	$ -
Pre-Construction-B	$ 846,629	$ -	$ -	$ 846,629	$ -
Oct App 1 -A	$ 371,097	$ -	$ 18,555	$ 352,542	$ -
Oct App 1 -B	$ 159,041	$ -	$ 7,952	$ 151,089	$ -
Nov App 2-A	$ 518,504	$ -	$ 40,025	$ 478,479	$ -
Nov App 2-B	$ 222,216	$ -	$ 17,154	$ 205,062	$ -
Dec App 3-A	$ 1,691,801	$ -	$ 60,978	$ 1,630,823	$ -
Dec App 3-B	$ 725,057	$ -	$ 26,133	$ 698,924	$ -
Jan App 4-A	$ 2,281,662	$ -	$ 96,122	$ 2,185,540	$ -
Jan App 4-B	$ 977,855	$ -	$ 41,195	$ 936,660	$ -
Feb App 5 - A	$ 3,014,122	$ -	$ 122,025	$ 2,892,098	$ -
Feb App 5 - B	$ 1,291,767	$ -	$ 52,296	$ 1,239,470	$ -
March App 6 - A	$ 4,017,213	$ -	$ 199,226	$ 3,817,986	$ -
March App 6 - B	$ 1,721,663	$ -	$ 85,383	$ 1,636,280	$ -
April App 7 - A	$ 4,450,233	$ -	$ 205,505	$ 4,244,727	$ -
April App 7 - B	$ 1,907,243	$ -	$ 88,074	$ 1,819,169	$ -
May App 8 - A	$ 6,427,215	$ -	$ 306,032	$ 6,121,183	$ -
May App 8 - B	$ 2,754,521	$ -	$ 131,157	$ 2,623,364	$ -
June App 9 - A	$ 4,941,798	$ -	$ 243,270	$ 4,698,528	$ -
June App 9 - B	$ 2,117,912	$ -	$ 104,259	$ 2,013,654	$ -
July App 10 - A	$ 5,045,944	$ -	$ 258,335	$ 4,787,609	$ -
July App 10 - B	$ 2,162,547	$ -	$ 110,715	$ 2,051,832	$ -
August App 11 - A	$ 4,354,469	$ -	$ 216,220	$ 4,138,249	$ -
August App 11 - B	$ 1,866,201	$ -	$ 92,666	$ 1,773,535	$ -
September App 12 - A	$ 3,466,392	$ -	$ 172,169	$ 3,294,224	$ -
September App 12 - B	$ 1,485,597	$ -	$ 73,787	$ 1,411,810	$ -
October App 13 - A	$ 2,929,007	$ -	$ 145,667	$ 2,783,339	$ -
October App 13 - B	$ 1,255,289	$ -	$ 62,429	$ 1,192,860	$ -
November App 14 -A	$ 3,042,638	$ -	$ 217,221	$ 2,825,417	$ -
November App 14 -B	$ 1,303,988	$ -	$ 93,095	$ 1,210,893	$ -
December 15 -A	$ 2,528,689	$ -	$ 270,316	$ 2,258,374	$ -
December 15 -B	$ 1,083,724	$ -	$ 115,850	$ 967,874	$ -
January 16 - A	$ 1,671,678	$ -	$ 83,584	$ 1,588,094	$ -
January 16 - B	$ 716,433	$ -	$ 35,822	$ 680,611	$ -

Purchase Order Invoice Tabulation
FY 22-23

VENDOR INFO: DPR Construction
3200 Southwest Frwy, Suite 1550
Houston, Texas 77027

COUNCIL APPROVAL: 5/26/2021

PROJECT/DESCRIPTION: **Hotel/CC Construction ("A" is Hotel "B" is City)**

PURCHASE ORDER NUMBER: 23-00436

RETAINAGE: **5%**

INVOICE	TOTAL GROSS	FINAL PYMT	RETAINAGE	BILLED TO DATE	THIS PAYMENT
February 17 - A	$ 1,845,650	$ -	$ 92,282	$ 1,753,368	$ -
February 17 - B	$ 790,993	$ -	$ 39,550	$ 751,443	$ -
March 18 - A	$ 2,117,928	$ -	$ (133,272)	$ 2,251,200	$ -
March 18 - B	$ 907,683	$ -	$ (57,117)	$ 964,800	$ -
April 19 - A	$ 1,556,122	$ -	$ 58,197	$ 1,497,926	$ -
April 19 - B	$ 666,910	$ -	$ 24,941	$ 641,968	$ -
May 20 - A	$ 979,365	$ -	$ (142,496)	$ 1,121,861	$ 1,121,861.00
May 20 - B	$ 419,728	$ -	$ (61,070)	$ 480,798	$ 480,798.00
Total -A Trust portion	$ 59,226,921	$ -	$ 2,529,961	$ 56,696,961	
Total-B City portion	$ 25,382,996	$ -	$ 1,084,269	$ 24,298,727	
Total Spent:				$ 80,995,687	**$ 1,602,659.00**

Original Contract:	$ 2,975,131
Amended Contract:	$ 82,446,083
Adjusted Contract:	$ 85,421,214
Total Paid on Contract	$ 80,995,687
Remaining Contract Balance	**$ 4,425,527**

Percentage of Contract Paid: 95%

Percentage of Contract Time (Substantial Completion): 78%

Cassie Smith
Assistant Director of Finance

Assistant City Administrator/Director of Finance

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Conroe
PO Box 3066
Conroe, TX 77305, US

PROJECT: Conroe Hotel and Convention Center
,

APPLICATION NO.: 20
PERIOD TO: 05/31/2023
PROJECT NO: B20010-00
INVOICE NO.: DPRB014001
CONTRACT DATE : 05/14/2020
OWNER REF NO: CCV=Current Contract Value

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: DPR Construction, A General Partnership
3200 Southwest Freeway
Suite 1550
Houston, TX 77027

ARCHITECT: Garfield Public Private
14911 Quorum Drive
380
Dallas, TX 75254, USA

CONTRACT FOR: Conroe Hotel and Convention Center

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	2,975,131
2. Net change by change orders	$	82,446,083
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	85,421,214
4. TOTAL COMPLETED & STORED TO DATE	$	84,630,871
Column G on G703		
5. RETAINAGE:		
Total retainage Column I	$	3,588,340
6. TOTAL EARNED LESS RETAINAGE	$	81,042,531
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	$	79,439,873
8. CURRENT PAYMENT DUE	$	1,602,659
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$	4,378,683

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		**83,059,942**	**-614,400**
APPROVED THIS MONTH			
Number	Date Approved		
007	**04/17/2023**	**0**	**-15,390**
9061.1	**05/26/2023**	**15,931**	**0**
	Current Total:	**15,931**	**-15,390**
Net Change by Change Orders			**82,446,083**

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

Contractor: DPR Construction, A General Partnership

By: _____ Date: 06/13/23

State of: Texas

County of: Harris

Subscribe and sworn to before me this _____ day of _____

LAUREN JACOBY
Notary ID #133883118
My Commission Expires
July 28, 2026

Notary Public: _____

My Commission expires: 07/28/26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 1,602,659.00

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

ARCHITECT: Garfield Public Private

By: _____ Date: 06/13/2023

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00
OWNER REF NO: CCV=Current Contract Value

APPLICATION NUMBER: 20
APPLICATION DATE: 06/13/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
0	**ORIGINAL PRECONSTRUCTION SERVICES**										
00	**Preconstruction**										
0.1	Architecture & Engineering - BOKA	2,580,131	1,051,690	3,631,821	3,631,821	0	0	3,631,821	100	0	0
01.A	Preconstruction Cost - DPR	395,000	112,090	507,090	507,090	0	0	507,090	100	-0	0
	Preconstruction Total:	*2,975,131*	*1,163,780*	*4,138,911*	*4,138,911*	*0*	*0*	*4,138,911*	*100*	*-0*	*0*
	ORIGINAL PRECONSTRUCTION	**2,975,131**	**1,163,780**	**4,138,911**	**4,138,911**	**0**	**0**	**4,138,911**	**100**	**-0**	**0**
A	**GENERAL CONDITIONS**										
		0	3,069,894	3,069,894	3,001,165	60,896	0	3,062,061	100	7,833	151,837
	Total:	*0*	*3,069,894*	*3,069,894*	*3,001,165*	*60,896*	*0*	*3,062,061*	*100*	*7,833*	*151,837*
	GENERAL CONDITIONS Total:	**0**	**3,069,894**	**3,069,894**	**3,001,165**	**60,896**	**0**	**3,062,061**	**100**	**7,833**	**151,837**
A.1	**SITE REQUIREMENTS**										
		0	1,802,522	1,802,522	1,536,710	151,642	0	1,688,352	94	114,170	82,460
	Total:	*0*	*1,802,522*	*1,802,522*	*1,536,710*	*151,642*	*0*	*1,688,352*	*94*	*114,170*	*82,460*
	SITE REQUIREMENTS Total:	**0**	**1,802,522**	**1,802,522**	**1,536,710**	**151,642**	**0**	**1,688,352**	**94**	**114,170**	**82,460**
B	**COST OF WORK**										
02.01	**EARTHWORK**										
02.01.50	TLC CCV	0	2,694,481	2,694,481	2,694,481	0	0	2,694,481	100	0	0
	EARTHWORK Total:	*0*	*2,694,481*	*2,694,481*	*2,694,481*	*0*	*0*	*2,694,481*	*100*	*0*	*0*
02.02	**FLAGPOLES**										
02.02.50	Kronberg's Flags & Flagpoles CCV	0	6,700	6,700	6,700	0	0	6,700	100	0	335
	FLAGPOLES Total:	*0*	*6,700*	*6,700*	*6,700*	*0*	*0*	*6,700*	*100*	*0*	*335*
02.03	**RAILING/SITE FURNISHINGS**										

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
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PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 05/17/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
02.03.50	Outdoor Elements, LLC CCV	0	161,423	161,423	151,276	10,147	0	161,423	100	0	7,564
	RAILING/SITE FURNISHINGS Total:	*0*	*161,423*	*161,423*	*151,276*	*10,147*	*0*	*161,423*	*100*	*0*	*7,564*
02.04	**LANDSCAPING**										
02.04.50	Brightview CCV	0	473,591	473,591	446,008	0	0	446,008	94	27,583	22,300
02.04.99	DPR BUYOUT	0	118,209	118,209	0	0	0	0	0	118,209	0
	LANDSCAPING Total:	*0*	*591,800*	*591,800*	*446,008*	*0*	*0*	*446,008*	*75*	*145,792*	*22,300*
02.05	**PAVEMENT MARKINGS**										
02.05.50	PAVEMENT MARKINGS CCV	0	30,470	30,470	30,487	0	0	30,487	100	-17	1,524
02.05.99	DPR BUYOUT	0	7,703	7,703	-17	0	0	-17	-0	7,720	-1
	PAVEMENT MARKINGS Total:	*0*	*38,173*	*38,173*	*30,470*	*0*	*0*	*30,470*	*80*	*7,703*	*1,524*
02.08	**SWPPP**										
02.08.50	Drake CCV	0	8,565	8,565	8,185	380	0	8,565	100	0	409
02.08.99	DPR BUYOUT	0	-600	-600	-220	-380	0	-600	100	0	-11
	SWPPP Total:	*0*	*7,965*	*7,965*	*7,965*	*0*	*0*	*7,965*	*100*	*0*	*398*
02.09	**POOL DECK PAVERS**										
02.09.50	Outdoor Elements CCV	0	136,571	136,571	123,624	12,947	0	136,571	100	0	6,181
	POOL DECK PAVERS Total:	*0*	*136,571*	*136,571*	*123,624*	*12,947*	*0*	*136,571*	*100*	*0*	*6,181*
03.01	**CONCRETE**										
03.01.50	DPR CW CCV	0	10,037,463	10,037,463	9,996,218	41,245	0	10,037,463	100	0	499,811
03.01.99	DPR BUYOUT	0	-297,566	-297,566	-331,295	33,729	0	-297,566	100	0	-16,565
	CONCRETE Total:	*0*	*9,739,897*	*9,739,897*	*9,664,923*	*74,974*	*0*	*9,739,897*	*100*	*0*	*483,246*
05.01	**PREFAB WALLS**										
05.01.50	DBC CCV	0	4,167,948	4,167,948	4,143,134	24,814	0	4,167,948	100	0	207,157
05.01.99	DPR BUYOUT	0	-21,242	-21,242	-10,964	-10,278	0	-21,242	100	0	-548
	PREFAB WALLS Total:	*0*	*4,146,706*	*4,146,706*	*4,132,170*	*14,536*	*0*	*4,146,706*	*100*	*0*	*206,608*
05.02	**PRECAST STRUCTURAL**										
05.02.50	Legacy CCV	0	1,221,499	1,221,499	1,221,499	0	0	1,221,499	100	0	61,075
05.05.99	DPR BUYOUT	0	23,218	23,218	0	0	0	0	0	23,218	0
	PRECAST STRUCTURAL Total:	*0*	*1,244,717*	*1,244,717*	*1,221,499*	*0*	*0*	*1,221,499*	*98*	*23,218*	*61,075*
05.06	**STRUCTURAL STEEL**										

CONTINUATION SHEET

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PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 05/17/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
05.06.50	Postel International, Inc. CCV	0	5,003,856	5,003,856	4,904,150	99,706	0	5,003,856	100	0	245,208
05.06.99	DPR BUYOUT	0	-15,369	-15,369	-47,985	0	0	-47,985	312	32,616	-2,399
	STRUCTURAL STEEL Total:	*0*	*4,988,487*	*4,988,487*	*4,856,165*	*99,706*	*0*	*4,955,871*	*99*	*32,616*	*242,808*
05.08	**STAIRS AND HANDRAILS**										
05.08.50	Construction Spc CCV	0	238,298	238,298	239,148	0	0	239,148	100	-850	11,957
05.08.99	DPR BUYOUT	0	65,017	65,017	0	0	0	0	0	65,017	0
	STAIRS AND HANDRAILS Total:	*0*	*303,315*	*303,315*	*239,148*	*0*	*0*	*239,148*	*79*	*64,167*	*11,957*
06.01	**WATERPROOFING**										
06.01.50	DPR Div. 7 CCV	0	1,179,552	1,179,552	1,116,992	62,560	0	1,179,552	100	0	58,978
06.01.99	DPR BUYOUT	0	-80,357	-80,357	-39,740	-40,617	0	-80,357	100	0	-1,987
	WATERPROOFING Total:	*0*	*1,099,195*	*1,099,195*	*1,077,252*	*21,943*	*0*	*1,099,195*	*100*	*0*	*56,991*
06.02	**PLASTER/MASONRY**										
06.02.50	Zen CCV	0	1,403,252	1,403,252	1,399,351	0	0	1,399,351	100	3,901	69,968
06.02.99	DPR BUYOUT	0	-20,449	-20,449	-20,449	0	0	-20,449	100	0	-1,022
		0	-1,765	-1,765	0	0	0	0	-0	-1,765	0
	PLASTER/MASONRY Total:	*0*	*1,381,038*	*1,381,038*	*1,378,902*	*0*	*0*	*1,378,902*	*100*	*2,136*	*68,945*
06.03	**METAL DECKING**										
06.03.50	Vulcraft PO	0	1,290,727	1,290,727	1,290,727	0	0	1,290,727	100	0	64,536
	METAL DECKING Total:	*0*	*1,290,727*	*1,290,727*	*1,290,727*	*0*	*0*	*1,290,727*	*100*	*0*	*64,536*
06.04	**METAL SIDING**										
06.04.50	KSC CCV	0	812,658	812,658	819,299	0	0	819,299	101	-6,641	40,965
	METAL SIDING Total:	*0*	*812,658*	*812,658*	*819,299*	*0*	*0*	*819,299*	*101*	*-6,641*	*40,965*
07.01	**MEMBRANE ROOFING**										
07.01.50	Chamberlin CCV	0	1,664,374	1,664,374	1,648,771	0	0	1,648,771	99	15,603	82,439
07.01.99	DPR BUYOUT	0	-123,268	-123,268	-283,727	0	0	-283,727	230	160,459	-14,186
	MEMBRANE ROOFING Total:	*0*	*1,541,106*	*1,541,106*	*1,365,044*	*0*	*0*	*1,365,044*	*89*	*176,062*	*68,252*
08.01	**DRYWALL**										
08.01.50	DPR DW CCV	0	5,867,584	5,867,584	5,807,205	26,820	0	5,834,025	99	33,558	290,360
08.01.99	DPR BUYOUT	0	-363,169	-363,169	-302,875	-28,500	0	-331,375	91	-31,794	-15,144
	DRYWALL Total:	*0*	*5,504,415*	*5,504,415*	*5,504,330*	*-1,680*	*0*	*5,502,650*	*100*	*1,765*	*275,216*

DPR Construction, A General Partnership

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
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PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 05/17/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
08.02	**OPERABLE PARTITIONS**										
08.02.50	Hudson CCV	0	408,000	408,000	389,300	0	0	389,300	95	18,700	19,465
	OPERABLE PARTITIONS Total:	*0*	*408,000*	*408,000*	*389,300*	*0*	*0*	*389,300*	*95*	*18,700*	*19,465*
08.04	**EPOXY FLOORING**										
08.04.50	Stonhard CCV	0	52,725	52,725	52,725	0	0	52,725	100	0	2,636
	EPOXY FLOORING Total:	*0*	*52,725*	*52,725*	*52,725*	*0*	*0*	*52,725*	*100*	*0*	*2,636*
08.05	**INTERIOR PAINTING**										
08.05.50	R & M Service CCV	0	724,628	724,628	700,145	22,139	0	722,284	100	2,344	35,007
08.05.99	DPR BUYOUT	0	140,067	140,067	0	0	0	0	0	140,067	0
	INTERIOR PAINTING Total:	*0*	*864,695*	*864,695*	*700,145*	*22,139*	*0*	*722,284*	*84*	*142,411*	*35,007*
08.06	**GLASS AND GLAZING**										
08.06.50	VEW CCV	0	2,718,033	2,718,033	2,707,801	6,319	0	2,714,120	100	3,913	135,390
08.06.99	DPR BUYOUT	0	40,579	40,579	0	0	0	0	0	40,579	0
	GLASS AND GLAZING Total:	*0*	*2,758,612*	*2,758,612*	*2,707,801*	*6,319*	*0*	*2,714,120*	*98*	*44,492*	*135,390*
08.07	**SPECIALTIES**										
08.07.50	DPR Specialties CCV	0	259,214	259,214	246,748	6,637	0	253,385	98	5,829	11,792
08.07.99	DPR BUYOUT	0	32,932	32,932	0	0	0	0	0	32,932	0
	SPECIALTIES Total:	*0*	*292,146*	*292,146*	*246,748*	*6,637*	*0*	*253,385*	*87*	*38,760*	*11,792*
08.08	**DOOR FRAME HARDWARE**										
08.08.50	Evergreen CCV	0	1,108,743	1,108,743	956,188	0	0	956,188	86	152,555	47,809
08.08.99	DPR BUYOUT	0	-28,217	-28,217	0	0	0	0	-0	-28,217	0
	DOOR FRAME HARDWARE Total:	*0*	*1,080,526*	*1,080,526*	*956,188*	*0*	*0*	*956,188*	*88*	*124,338*	*47,809*
08.09	**MILLWORK**										
08.09.50	ISEC CCV	0	2,403,203	2,403,203	1,887,205	191,054	0	2,078,259	86	324,944	94,360
	MILLWORK Total:	*0*	*2,403,203*	*2,403,203*	*1,887,205*	*191,054*	*0*	*2,078,259*	*86*	*324,944*	*94,360*
08.10	**SUREPODS**										
08.10.50	SurePods, LLC CCV	0	4,774,418	4,774,418	4,774,418	0	0	4,774,418	100	0	1,425
08.10.52	SurePods Install Overage	0	195,986	195,986	178,415	0	0	178,415	91	17,571	8,921
08.10.99	DPR BUYOUT	0	-151,803	-151,803	-258,351	0	0	-258,351	170	106,548	0
	SUREPODS Total:	*0*	*4,818,601*	*4,818,601*	*4,694,482*	*0*	*0*	*4,694,482*	*97*	*124,119*	*10,346*

CONTINUATION SHEET

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PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 05/17/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
08.11	**CAULKING**										
08.11.50	CAULKING CCV	0	0	0	0	0	0	0	0	0	0
	CAULKING Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
08.14	**FLOORING**										
08.14.50	Arch Floors - CCV	0	1,284,140	1,284,140	1,284,140	0	0	1,284,140	100	0	64,207
08.14.99	DPR BUYOUT	0	-78,693	-78,693	-129,738	51,045	0	-78,693	100	0	-6,487
	FLOORING Total:	*0*	*1,205,447*	*1,205,447*	*1,154,402*	*51,045*	*0*	*1,205,447*	*100*	*0*	*57,720*
08.21	**SIGNAGE**										
08.21.50	Triumph CCV	0	299,317	299,317	0	288,841	0	288,841	96	10,476	14,442
	SIGNAGE Total:	*0*	*299,317*	*299,317*	*0*	*288,841*	*0*	*288,841*	*96*	*10,476*	*14,442*
09.01	**CHUTES**										
09.01.50	CHUTES - Lonestar CCV	0	23,500	23,500	23,500	0	0	23,500	100	0	1,175
	CHUTES Total:	*0*	*23,500*	*23,500*	*23,500*	*0*	*0*	*23,500*	*100*	*0*	*1,175*
09.02	**KONE**										
09.02.50	ELEVATORS - Kone CCV	0	949,484	949,484	872,182	47,302	0	919,484	97	30,000	43,609
09.02.99	DPR BUYOUT	0	-53,665	-53,665	0	-41,165	0	-41,165	77	-12,500	0
	KONE Total:	*0*	*895,819*	*895,819*	*872,182*	*6,137*	*0*	*878,319*	*98*	*17,500*	*43,609*
10.01	**POOL**										
10.01.50	Outdoor Elements, LLC CCV	0	371,169	371,169	361,686	4,483	0	366,169	99	5,000	19,887
	POOL Total:	*0*	*371,169*	*371,169*	*361,686*	*4,483*	*0*	*366,169*	*99*	*5,000*	*19,887*
10.02	**WINDOW WASHING**										
10.02.50	Probel CCV	0	54,500	54,500	52,000	2,500	0	54,500	100	0	2,600
10.03.99	DPR BUYOUT	0	-7,204	-7,204	-7,204	0	0	-7,204	100	0	-360
	WINDOW WASHING Total:	*0*	*47,296*	*47,296*	*44,796*	*2,500*	*0*	*47,296*	*100*	*0*	*2,240*
10.03	**LOADING DOCK EQUIPMENT**										
10.03.50	Miner, Ltd. CCV	0	18,644	18,644	18,644	0	0	18,644	100	0	932
10.03.99	DPR BUYOUT	0	-2,228	-2,228	-2,228	0	0	-2,228	100	0	-111
	LOADING DOCK EQUIPMENT Total:	*0*	*16,416*	*16,416*	*16,416*	*0*	*0*	*16,416*	*100*	*0*	*821*
10.05	**FOOD SERVICE EQUIPMENT**										
10.05.50	Mission CCCV	0	1,368,410	1,368,410	1,319,362	0	0	1,319,362	96	49,048	65,968

CONTINUATION SHEET

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PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 05/17/2023
PERIOD TO: 05/31/2023
INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10.05.99	DPR BUYOUT	0	-62,838	-62,838	-13,790	0	0	-13,790	22	-49,048	-690
	FOOD SERVICE EQUIPMENT Total:	*0*	*1,305,572*	*1,305,572*	*1,305,572*	*0*	*0*	*1,305,572*	*100*	*0*	*65,279*
12.01	**FIRE PROTECTION**										
12.01.50	Northstar CCV	0	808,706	808,706	728,015	35,681	0	763,697	94	45,009	36,401
12.01.99	DPR BUYOUT	0	-32,428	-32,428	-15,841	0	0	-15,841	49	-16,587	-792
	FIRE PROTECTION Total:	*0*	*776,278*	*776,278*	*712,174*	*35,681*	*0*	*747,856*	*96*	*28,422*	*35,609*
13.01	**HVAC AND PLUMBING**										
13.01.50	Letsos CCV	0	11,534,118	11,534,118	11,534,118	0	0	11,534,118	100	0	576,706
13.01.99	DPR BUYOUT	0	-128,184	-128,184	-128,184	0	0	-128,184	100	0	-5,842
	HVAC AND PLUMBING Total:	*0*	*11,405,934*	*11,405,934*	*11,405,934*	*0*	*0*	*11,405,934*	*100*	*0*	*570,864*
14.01	**ELECTRICAL**										
14.01.50	ETrio CCV	0	6,191,585	6,191,585	5,909,532	201,479	0	6,111,011	99	80,574	295,477
14.01.99	DPR BUYOUT	0	-81,353	-81,353	0	-779	0	-779	1	-80,574	0
	ELECTRICAL Total:	*0*	*6,110,232*	*6,110,232*	*5,909,532*	*200,700*	*0*	*6,110,232*	*100*	*0*	*295,477*
14.02	**COMMUNICATIONS**										
14.02.50	ieSmart CCV	0	1,379,182	1,379,182	1,333,831	35,465	0	1,369,296	99	9,886	66,692
14.02.99	DPR BUYOUT	0	0	0	0	0	0	0	0	0	0
	COMMUNICATIONS Total:	*0*	*1,379,182*	*1,379,182*	*1,333,831*	*35,465*	*0*	*1,369,296*	*99*	*9,886*	*66,692*
15.01	**DAS SYSTEM - TO BE DISTRIBUTED**										
		0	54,800	54,800	0	0	0	0	0	54,800	0
	DAS SYSTEM - TO BE	*0*	*54,800*	*54,800*	*0*	*0*	*0*	*0*	*0*	*54,800*	*0*
	COST OF WORK Total:	**0**	**72,258,844**	**72,258,844**	**69,784,601**	**1,083,574**	**0**	**70,868,176**	**98**	**1,390,668**	**3,149,523**
C.1	**CONSTRUCTION CONTINGENCY**										
20.02	**Construction Contingency**										
		0	0	0	782,969	0	0	782,969	0	-782,969	0
	Construction Contingency Total:	*0*	*0*	*0*	*782,969*	*0*	*0*	*782,969*	*0*	*-782,969*	*0*
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

DPR Construction, A General Partnership

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Conroe Hotel and Convention Center
PROJECT NO: B20010-00

APPLICATION NUMBER: 20
APPLICATION DATE: 06/13/2023
PERIOD TO: 05/31/2023

INVOICE NO.: DPRB014001

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
	CONSTRUCTION CONTINGENCY	**0**	**0**	**0**	**782,969**	**0**	**0**	**782,969**	**0**	**-782,969**	**0**
E	**INSURANCE**										
16.01	BOND	0	535,836	535,836	482,679	42,440	0	525,119	98	10,717	26,256
16.02	CONTRACTOR'S LIABILITY INSURANCE	0	1,021,734	1,021,734	1,015,737	0	0	1,015,737	99	5,997	50,787
16.03	BUILDERS RISK	0	149,453	149,453	122,206	24,258	0	146,464	98	2,989	7,323
16.04	SDI	0	594,332	594,332	591,004	0	0	591,004	99	3,328	29,550
	Total:	*0*	*2,301,355*	*2,301,355*	*2,211,626*	*66,698*	*0*	*2,278,324*	*99*	*23,031*	*113,916*
	INSURANCE Total:	**0**	**2,301,355**	**2,301,355**	**2,211,626**	**66,698**	**0**	**2,278,324**	**99**	**23,031**	**113,916**
F	**FEE**										
		0	1,830,382	1,830,382	1,775,795	36,283	0	1,812,078	99	18,304	90,604
	Total:	*0*	*1,830,382*	*1,830,382*	*1,775,795*	*36,283*	*0*	*1,812,078*	*99*	*18,304*	*90,604*
	FEE Total:	**0**	**1,830,382**	**1,830,382**	**1,775,795**	**36,283**	**0**	**1,812,078**	**99**	**18,304**	**90,604**
Z	**ZNR COSTS**										
		0	0	0	0	0	0	0	0	0	0
	Total:	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	ZNR COSTS Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		0	19,306	19,306	0	0	0	0	0	19,306	0
	Total:	*0*	*19,306*	*19,306*	*0*	*0*	*0*	*0*	*0*	*19,306*	*0*
	Total:	**0**	**19,306**	**19,306**	**0**	**0**	**0**	**0**	**0**	**19,306**	**0**
	Project Total:	**2,975,131**	**82,446,083**	**85,421,214**	***83,231,778***	***1,399,093***	***0***	***84,630,871***	***99***	***790,343***	***3,588,340***

CONDITIONAL PARTIAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Conroe Hotel and Convention Center
Job No.: D3-B20010-00

On receipt by the signer of this document of a check from Conroe Local Government Corp c/o City of Conroe (maker of check) in the sum of $1,521,974.00 payable to DPR Construction, A General Partnership (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Conroe Local Government Corp c/o City of Conroe (owner) located at 300 West Davis Street, Conroe, TX 77301 (location) to the following extent: Conroe Hotel and Convention Center - Preconstruction (job description).

> This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Conroe Local Government Corp c/o City of Conroe (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 05/30/23

LAUREN JACOBY
Notary ID #133883118
My Commission Expires
July 28, 2026

DPR Construction, A General Partnership

By: _____
Name: Austin Busch
Title: Project Engineer

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared, Austin Busch, the Project Engineer of DPR Construction, A General Partnership known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of said partnership (corporation, limited partnership, etc.)

Sworn to and subscribed before me, under my official hand and seal of office on this the 30th day of May, 2023.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Exhibit A

AMENDMENT SUMMARY	ADDITIONS	DEDUCTIONS
Total AMENDMENTS Approved in previous months by Owner	$ 85,421,214	$ (3,083,041)
Total approved this Month	$ -	$ -
TOTAL	$ 85,421,214	$ (3,083,041)
NET AMENDMENTS	$	82,338,173

A GENERAL CONDITIONS

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
OES Equipment, LLC	10016093	OE12964840004		04/26/2023	0.00	1,212.40	0.00	0.00	1,212.40
		OE12988720001		01/30/2023	0.00	959.74	0.00	0.00	959.74
AMEX: HOME DEPOT 2389 THE HOME	10063976	56077352304	JACOB PHILLIPS	04/23/2023	0.00	81.10	0.00	0.00	81.10
ImageNet Consulting, LLC	10068013	INV548821		04/28/2023	0.00	51.18	0.00	0.00	51.18
Imagenet Consulting LLC	10111431	498453539		04/06/2023	0.00	-46.66	0.00	0.00	-46.66
Remove Surcharge	Remove Surcharge	Remove Surcharge		05/24/2023	0.00	-6.68	0.00	0.00	-6.68
PAYROLL	n/a	n/a		05/05/2023	28,865.00	0.00	0.00	0.00	28,865.00
		n/a		05/12/2023	29,780.00	0.00	0.00	0.00	29,780.00
			- TOTAL:		*58,645.00*	*2,251.08*	*0.00*	*0.00*	*60,896.08*
			- TOTAL:		*58,645.00*	*2,251.08*	0.00	*0.00*	*60,896.08*
			A - GENERAL CONDITIONS TOTAL:		*58,645.00*	*2,251.08*	*0.00*	*0.00*	*60,896.08*

A.1 SITE REQUIREMENTS

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
OES Equipment, LLC	10016093	OE12935500005		04/17/2023	0.00	1,465.71	0.00	0.00	1,465.71
		OE12943060011		03/31/2023	0.00	2,956.31	0.00	0.00	2,956.31
		OE12943060014		04/19/2023	0.00	2,477.84	0.00	0.00	2,477.84
		OE12943060015		05/01/2023	0.00	2,000.46	0.00	0.00	2,000.46
		OE12943060016		05/04/2023	0.00	975.34	0.00	0.00	975.34
		OE12943060017		05/08/2023	0.00	1,522.00	0.00	0.00	1,522.00
		OE12943060018		05/11/2023	0.00	496.87	0.00	0.00	496.87
		OE13026710002		04/21/2023	0.00	124.49	0.00	0.00	124.49
		OE13026710003		04/22/2023	0.00	124.49	0.00	0.00	124.49
		OE13026710004		05/05/2023	0.00	124.49	0.00	0.00	124.49
		OE13026880003		04/19/2023	0.00	17.32	0.00	0.00	17.32
		OE13026910003		04/18/2023	0.00	17.32	0.00	0.00	17.32
		OE13026910004		04/25/2023	0.00	-17.32	0.00	0.00	-17.32
		OE13042340003		04/18/2023	0.00	11.91	0.00	0.00	11.91
		OE13042340004		04/25/2023	0.00	-11.91	0.00	0.00	-11.91
		OE13221290001		04/27/2023	0.00	1,589.12	0.00	0.00	1,589.12
		OE13238750001		05/03/2023	0.00	2,465.94	0.00	0.00	2,465.94
AMEX: AMAZON.COM LLC	10063976	52268842304	KEITH JUNEAU	04/23/2023	0.00	407.67	0.00	0.00	407.67
AMEX: HOME DEPOT 0508 THE HOME		52268842304	KEITH JUNEAU	04/23/2023	0.00	99.58	0.00	0.00	99.58
AMEX: MCCORMACK FIRE EXTINGUIS		52268842304	KEITH JUNEAU	04/23/2023	0.00	281.46	0.00	0.00	281.46
Executive Cleaning Corp	10089136	200100036-21		05/31/2023	0.00	0.00	34,570.50	0.00	34,570.50
City of Conroe	10104591	0420234000		04/20/2023	0.00	482.15	0.00	0.00	482.15
Concrete Straightline Sawing,	10109127	200100038-21		05/31/2023	0.00	0.00	42,201.00	0.00	42,201.00
		23872		03/17/2023	0.00	2,146.25	0.00	0.00	2,146.25
Gabriel Gallegos	10113822	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
Ryan Rekart	10113823	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
		050323		05/03/2023	0.00	300.00	0.00	0.00	300.00
Juan Sauceda	10113824	042723A		04/27/2023	0.00	1,175.00	0.00	0.00	1,175.00
		050323		05/03/2023	0.00	1,000.00	0.00	0.00	1,000.00
Clyde Vogel	10113825	042723		04/27/2023	0.00	1,800.00	0.00	0.00	1,800.00
		050323		05/03/2023	0.00	600.00	0.00	0.00	600.00
Bobby Sain	10113826	042723A		04/27/2023	0.00	275.00	0.00	0.00	275.00
Kevin Johnson	10113827	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
		050323		05/03/2023	0.00	350.00	0.00	0.00	350.00
Ace Mart Restaurant Supply Co	10113872	050423		05/04/2023	0.00	9,051.15	0.00	0.00	9,051.15

A.1 SITE REQUIREMENTS

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
OES Survey 1266428-0001	OES Survey 12664	OES Survey		05/25/2023	0.00	947.19	0.00	0.00	947.19
PAYROLL	n/a	n/a		04/21/2023	16,182.50	0.00	0.00	0.00	16,182.50
		n/a		05/01/2023	8,767.00	0.00	0.00	0.00	8,767.00
		n/a		05/05/2023	6,361.00	0.00	0.00	0.00	6,361.00
		n/a		05/12/2023	7,404.00	0.00	0.00	0.00	7,404.00
			- TOTAL:		*38,714.50*	*36,155.83*	*76,771.50*	*0.00*	*151,641.83*
			- TOTAL:		*38,714.50*	*36,155.83*	76,771.50	*0.00*	*151,641.83*
			A.1 - SITE REQUIREMENTS TOTAL:		*38,714.50*	*36,155.83*	*76,771.50*	*0.00*	*151,641.83*

B COST OF WORK

02.03 RAILING/SITE FURNISHINGS

02.03.50 Outdoor Elements, LLC CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Outdoor Elements, LLC	10107028	200100011-21		05/31/2023	0.00	0.00	5,146.60	0.00	5,146.60
			02.03.50 - Outdoor Elements, LLC CCV TOTAL:		*0.00*	*0.00*	*5,146.60*	*0.00*	*5,146.60*
			02.03 - RAILING/SITE FURNISHINGS TOTAL:		*0.00*	*0.00*	5,146.60	*0.00*	*5,146.60*

02.08 SWPPP

02.08.50 Drake CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Drake Environmental, LLC	10108237	200100002-21		05/31/2023	0.00	0.00	380.00	0.00	380.00
			02.08.50 - Drake CCV TOTAL:		*0.00*	*0.00*	*380.00*	*0.00*	*380.00*
			02.08 - SWPPP TOTAL:		*0.00*	*0.00*	380.00	*0.00*	*380.00*

02.09 POOL DECK PAVERS

02.09.50 Outdoor Elements CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Outdoor Elements, LLC	10107028	200100011-21		05/31/2023	0.00	0.00	12,947.41	0.00	12,947.41
			02.09.50 - Outdoor Elements CCV TOTAL:		*0.00*	*0.00*	*12,947.41*	*0.00*	*12,947.41*
			02.09 - POOL DECK PAVERS TOTAL:		*0.00*	*0.00*	12,947.41	*0.00*	*12,947.41*

03.01 CONCRETE

03.01.50 DPR CW CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
SPW CW PA 14	SPW CW PA 14	SPW CW PA 14		05/19/2023	0.00	0.00	102,375.75	0.00	102,375.75
			03.01.50 - DPR CW CCV TOTAL:		*0.00*	*0.00*	*102,375.75*	*0.00*	*102,375.75*
			03.01 - CONCRETE TOTAL:		*0.00*	*0.00*	102,375.75	*0.00*	*102,375.75*

05.01 PREFAB WALLS

05.01.50 DBC CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Digital Building Components LL	10081611	200100015-21		05/31/2023	0.00	0.00	24,814.00	0.00	24,814.00
			05.01.50 - DBC CCV TOTAL:		*0.00*	*0.00*	*24,814.00*	*0.00*	*24,814.00*
			05.01 - PREFAB WALLS TOTAL:		*0.00*	*0.00*	24,814.00	*0.00*	*24,814.00*

B COST OF WORK

05.06 STRUCTURAL STEEL

05.06.50 Postel International, Inc. CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Postel International, Inc.	10091500	200100005-21		05/31/2023	0.00	0.00	99,706.00	0.00	99,706.00
			05.06.50 - Postel International, Inc. CCV TOTAL:		*0.00*	*0.00*	*99,706.00*	*0.00*	*99,706.00*
			05.06 - STRUCTURAL STEEL TOTAL:		*0.00*	*0.00*	99,706.00	*0.00*	*99,706.00*

06.01 WATERPROOFING

06.01.50 DPR Div. 7 CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
	n/a			05/19/2023	0.00	0.00	62,560.05	0.00	62,560.05
			06.01.50 - DPR Div. 7 CCV TOTAL:		*0.00*	*0.00*	*62,560.05*	*0.00*	*62,560.05*
			06.01 - WATERPROOFING TOTAL:		*0.00*	*0.00*	62,560.05	*0.00*	*62,560.05*

08.01 DRYWALL

08.01.50 DPR DW CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
SPW DW PA 14	SPW DW PA 14	SPW DW PA 14		05/19/2023	0.00	0.00	26,820.12	0.00	26,820.12
			08.01.50 - DPR DW CCV TOTAL:		*0.00*	*0.00*	*26,820.12*	*0.00*	*26,820.12*
			08.01 - DRYWALL TOTAL:		*0.00*	*0.00*	26,820.12	*0.00*	*26,820.12*

08.05 INTERIOR PAINTING

08.05.50 R & M Service CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
R & M Service Co., Inc.	10034335	200100020-21		05/31/2023	0.00	0.00	22,138.68	0.00	22,138.68
			08.05.50 - R & M Service CCV TOTAL:		*0.00*	*0.00*	*22,138.68*	*0.00*	*22,138.68*
			08.05 - INTERIOR PAINTING TOTAL:		*0.00*	*0.00*	22,138.68	*0.00*	*22,138.68*

08.06 GLASS AND GLAZING

08.06.50 VEW CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Vision PA 16	Vision PA 16	Vision PA 16		05/19/2023	0.00	0.00	6,319.00	0.00	6,319.00
			08.06.50 - VEW CCV TOTAL:		*0.00*	*0.00*	*6,319.00*	*0.00*	*6,319.00*
			08.06 - GLASS AND GLAZING TOTAL:		*0.00*	*0.00*	6,319.00	*0.00*	*6,319.00*

B COST OF WORK

08.07 SPECIALTIES

08.07.50 DPR Specialties CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
SPW Spec PA 4	SPW Spec PA 4	SPW Spec PA 4		05/19/2023	0.00	0.00	6,637.10	0.00	6,637.10
			08.07.50 - DPR Specialties CCV TOTAL:		*0.00*	*0.00*	*6,637.10*	*0.00*	*6,637.10*
				08.07 - SPECIALTIES TOTAL:	*0.00*	*0.00*	6,637.10	*0.00*	*6,637.10*

08.09 MILLWORK

08.09.50 ISEC CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
ISEC Incorporated	10014445	200100029-21		05/31/2023	0.00	0.00	191,054.30	0.00	191,054.30
			08.09.50 - ISEC CCV TOTAL:		*0.00*	*0.00*	*191,054.30*	*0.00*	*191,054.30*
				08.09 - MILLWORK TOTAL:	*0.00*	*0.00*	191,054.30	*0.00*	*191,054.30*

08.21 SIGNAGE

08.21.50 Triumph CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Triumph Signs and Consulting I	10111212	200100040-21		05/31/2023	0.00	0.00	288,840.90	0.00	288,840.90
			08.21.50 - Triumph CCV TOTAL:		*0.00*	*0.00*	*288,840.90*	*0.00*	*288,840.90*
				08.21 - SIGNAGE TOTAL:	*0.00*	*0.00*	288,840.90	*0.00*	*288,840.90*

09.02 KONE

09.02.50 ELEVATORS - Kone CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
KONE PA 8	KONE PA 8			05/19/2023	0.00	0.00	47,302.00	0.00	47,302.00
			09.02.50 - ELEVATORS - Kone CCV TOTAL:		*0.00*	*0.00*	*47,302.00*	*0.00*	*47,302.00*
				09.02 - KONE TOTAL:	*0.00*	*0.00*	47,302.00	*0.00*	*47,302.00*

10.01 POOL

10.01.50 Outdoor Elements, LLC CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Outdoor Elements, LLC	10107028	200100011-21		05/31/2023	0.00	0.00	9,483.10	0.00	9,483.10
			10.01.50 - Outdoor Elements, LLC CCV TOTAL:		*0.00*	*0.00*	*9,483.10*	*0.00*	*9,483.10*
				10.01 - POOL TOTAL:	*0.00*	*0.00*	9,483.10	*0.00*	*9,483.10*

B COST OF WORK

10.02 WINDOW WASHING

10.02.50 Probel CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Pro-Bel Enterprises Limited	10024958	2001000041-21		05/31/2023	0.00	0.00	2,500.00	0.00	2,500.00
				10.02.50 - Probel CCV TOTAL:	*0.00*	*0.00*	*2,500.00*	*0.00*	*2,500.00*
				10.02 - WINDOW WASHING TOTAL:	*0.00*	*0.00*	2,500.00	*0.00*	*2,500.00*

12.01 FIRE PROTECTION

12.01.50 Northstar CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Northstar Fire Protection of T	10097037	200100018-21		05/31/2023	0.00	0.00	35,681.28	0.00	35,681.28
				12.01.50 - Northstar CCV TOTAL:	*0.00*	*0.00*	*35,681.28*	*0.00*	*35,681.28*
				12.01 - FIRE PROTECTION TOTAL:	*0.00*	*0.00*	35,681.28	*0.00*	*35,681.28*

14.01 ELECTRICAL

14.01.50 ETrio CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
Trio Electric, LLC	10077835	200100007-21		05/31/2023	0.00	0.00	201,479.00	0.00	201,479.00
				14.01.50 - ETrio CCV TOTAL:	*0.00*	*0.00*	*201,479.00*	*0.00*	*201,479.00*
				14.01 - ELECTRICAL TOTAL:	*0.00*	*0.00*	201,479.00	*0.00*	*201,479.00*

14.02 COMMUNICATIONS

14.02.50 ieSmart CCV

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
i.e.Smart Systems, LLC	10045073	200100039-21		05/31/2023	0.00	0.00	35,464.54	0.00	35,464.54
				14.02.50 - ieSmart CCV TOTAL:	*0.00*	*0.00*	*35,464.54*	*0.00*	*35,464.54*
				14.02 - COMMUNICATIONS TOTAL:	*0.00*	*0.00*	35,464.54	*0.00*	*35,464.54*
				B - COST OF WORK TOTAL:	*0.00*	*0.00*	*1,181,649.83*	*0.00*	*1,181,649.83*
				B20010-00 - Conroe Hotel and Convention Center TOTAL:	***97,359.50***	***38,406.91***	***1,258,421.33***	***0.00***	***1,394,187.74***

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
AMEX: AMAZON.COM LLC	10063976	52268842304	KEITH JUNEAU	04/23/2023	0.00	407.67	0.00	0.00	407.67
10063976 AMEX: AMAZON.COM LLC Total:					***0.00***	***407.67***	***0.00***	***0.00***	***407.67***
AMEX: HOME DEPOT		52268842304	KEITH JUNEAU	04/23/2023	0.00	99.58	0.00	0.00	99.58
10063976 AMEX: HOME DEPOT 0508 THE HOME Total:					***0.00***	***99.58***	***0.00***	***0.00***	***99.58***
AMEX: HOME DEPOT		56077352304	JACOB PHILLIPS	04/23/2023	0.00	81.10	0.00	0.00	81.10
10063976 AMEX: HOME DEPOT 2389 THE HOME Total:					***0.00***	***81.10***	***0.00***	***0.00***	***81.10***
AMEX: MCCORMACK		52268842304	KEITH JUNEAU	04/23/2023	0.00	281.46	0.00	0.00	281.46
10063976 AMEX: MCCORMACK FIRE EXTINGUIS Total:					***0.00***	***281.46***	***0.00***	***0.00***	***281.46***
Ace Mart Restaurant Supply	10113872	050423		05/04/2023	0.00	9,051.15	0.00	0.00	9,051.15
10113872 Ace Mart Restaurant Supply Co Total:					***0.00***	***9,051.15***	***0.00***	***0.00***	***9,051.15***
Bobby Sain	10113826	042723A		04/27/2023	0.00	275.00	0.00	0.00	275.00
10113826 Bobby Sain Total:					***0.00***	***275.00***	***0.00***	***0.00***	***275.00***
City of Conroe	10104591	0420234000		04/20/2023	0.00	482.15	0.00	0.00	482.15
10104591 City of Conroe Total:					***0.00***	***482.15***	***0.00***	***0.00***	***482.15***
Clyde Vogel	10113825	042723		04/27/2023	0.00	1,800.00	0.00	0.00	1,800.00
		050323		05/03/2023	0.00	600.00	0.00	0.00	600.00
10113825 Clyde Vogel Total:					***0.00***	***2,400.00***	***0.00***	***0.00***	***2,400.00***
Concrete Straightline	10109127	200100038-21		05/31/2023	0.00	0.00	42,201.00	0.00	42,201.00
		23872		03/17/2023	0.00	2,146.25	0.00	0.00	2,146.25
10109127 Concrete Straightline Sawing, Total:					***0.00***	***2,146.25***	***42,201.00***	***0.00***	***44,347.25***
Digital Building Components	10081611	200100015-21		05/31/2023	0.00	0.00	24,814.00	0.00	24,814.00
10081611 Digital Building Components LL Total:					***0.00***	***0.00***	***24,814.00***	***0.00***	***24,814.00***
Drake Environmental, LLC	10108237	200100002-21		05/31/2023	0.00	0.00	380.00	0.00	380.00
10108237 Drake Environmental, LLC Total:					***0.00***	***0.00***	***380.00***	***0.00***	***380.00***
Executive Cleaning Corp	10089136	200100036-21		05/31/2023	0.00	0.00	34,570.50	0.00	34,570.50
10089136 Executive Cleaning Corp Total:					***0.00***	***0.00***	***34,570.50***	***0.00***	***34,570.50***
Gabriel Gallegos	10113822	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
10113822 Gabriel Gallegos Total:					***0.00***	***300.00***	***0.00***	***0.00***	***300.00***
ISEC Incorporated	10014445	200100029-21		05/31/2023	0.00	0.00	191,054.30	0.00	191,054.30
10014445 ISEC Incorporated Total:					***0.00***	***0.00***	***191,054.30***	***0.00***	***191,054.30***
ImageNet Consulting, LLC	10068013	INV548821		04/28/2023	0.00	51.18	0.00	0.00	51.18
10068013 ImageNet Consulting, LLC Total:					***0.00***	***51.18***	***0.00***	***0.00***	***51.18***
Imagenet Consulting LLC	10111431	498453539		04/06/2023	0.00	-46.66	0.00	0.00	-46.66

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
10111431	Imagenet Consulting LLC	Total:			***0.00***	***-46.66***	***0.00***	***0.00***	***-46.66***
Juan Sauceda	10113824	042723A		04/27/2023	0.00	1,175.00	0.00	0.00	1,175.00
		050323		05/03/2023	0.00	1,000.00	0.00	0.00	1,000.00
10113824	Juan Sauceda	Total:			***0.00***	***2,175.00***	***0.00***	***0.00***	***2,175.00***
KONE PA 8	KONE PA 8			05/19/2023	0.00	0.00	47,302.00	0.00	47,302.00
KONE PA	KONE PA 8	Total:			***0.00***	***0.00***	***47,302.00***	***0.00***	***47,302.00***
Kevin Johnson	10113827	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
		050323		05/03/2023	0.00	350.00	0.00	0.00	350.00
10113827	Kevin Johnson	Total:			***0.00***	***650.00***	***0.00***	***0.00***	***650.00***
Northstar Fire Protection of	10097037	200100018-21		05/31/2023	0.00	0.00	35,681.28	0.00	35,681.28
10097037	Northstar Fire Protection of T	Total:			***0.00***	***0.00***	***35,681.28***	***0.00***	***35,681.28***
OES Equipment, LLC	10016093	OE12935500005		04/17/2023	0.00	1,465.71	0.00	0.00	1,465.71
		OE12943060011		03/31/2023	0.00	2,956.31	0.00	0.00	2,956.31
		OE12943060014		04/19/2023	0.00	2,477.84	0.00	0.00	2,477.84
		OE12943060015		05/01/2023	0.00	2,000.46	0.00	0.00	2,000.46
		OE12943060016		05/04/2023	0.00	975.34	0.00	0.00	975.34
		OE12943060017		05/08/2023	0.00	1,522.00	0.00	0.00	1,522.00
		OE12943060018		05/11/2023	0.00	496.87	0.00	0.00	496.87
		OE12964840004		04/26/2023	0.00	1,212.40	0.00	0.00	1,212.40
		OE12988720001		01/30/2023	0.00	959.74	0.00	0.00	959.74
		OE13026710002		04/21/2023	0.00	124.49	0.00	0.00	124.49
		OE13026710003		04/22/2023	0.00	124.49	0.00	0.00	124.49
		OE13026710004		05/05/2023	0.00	124.49	0.00	0.00	124.49
		OE13026880003		04/19/2023	0.00	17.32	0.00	0.00	17.32
		OE13026910003		04/18/2023	0.00	17.32	0.00	0.00	17.32
		OE13026910004		04/25/2023	0.00	-17.32	0.00	0.00	-17.32
		OE13042340003		04/18/2023	0.00	11.91	0.00	0.00	11.91
		OE13042340004		04/25/2023	0.00	-11.91	0.00	0.00	-11.91
		OE13221290001		04/27/2023	0.00	1,589.12	0.00	0.00	1,589.12
		OE13238750001		05/03/2023	0.00	2,465.94	0.00	0.00	2,465.94
10016093	OES Equipment, LLC	Total:			***0.00***	***18,512.52***	***0.00***	***0.00***	***18,512.52***
OES Survey 1266428-0001	OES Survey	OES Survey		05/25/2023	0.00	947.19	0.00	0.00	947.19
OES	OES Survey 1266428-0001	Total:			***0.00***	***947.19***	***0.00***	***0.00***	***947.19***
Outdoor Elements, LLC	10107028	200100011-21		05/31/2023	0.00	0.00	27,577.11	0.00	27,577.11
10107028	Outdoor Elements, LLC	Total:			***0.00***	***0.00***	***27,577.11***	***0.00***	***27,577.11***
PAYROLL	n/a	n/a		04/21/2023	16,182.50	0.00	0.00	0.00	16,182.50

Vendor Name	Vendor #	Invoice	Invoice Ref	Invoice Date	LABOR	MEO	SUB	FEE	Total
PAYROLL		n/a		05/01/2023	8,767.00	0.00	0.00	0.00	8,767.00
		n/a		05/05/2023	35,226.00	0.00	0.00	0.00	35,226.00
		n/a		05/12/2023	37,184.00	0.00	0.00	0.00	37,184.00
n/a - PAYROLL Total:					***97,359.50***	***0.00***	***0.00***	***0.00***	***97,359.50***
Postel International, Inc.	10091500	200100005-21		05/31/2023	0.00	0.00	99,706.00	0.00	99,706.00
10091500 Postel International, Inc. Total:					***0.00***	***0.00***	***99,706.00***	***0.00***	***99,706.00***
Pro-Bel Enterprises Limited	10024958	2001000041-21		05/31/2023	0.00	0.00	2,500.00	0.00	2,500.00
10024958 Pro-Bel Enterprises Limited Total:					***0.00***	***0.00***	***2,500.00***	***0.00***	***2,500.00***
R & M Service Co., Inc.	10034335	200100020-21		05/31/2023	0.00	0.00	22,138.68	0.00	22,138.68
10034335 R & M Service Co., Inc. Total:					***0.00***	***0.00***	***22,138.68***	***0.00***	***22,138.68***
Remove Surcharge	Remove	Remove Surcharge		05/24/2023	0.00	-6.68	0.00	0.00	-6.68
Remove Remove Surcharge Total:					***0.00***	***-6.68***	***0.00***	***0.00***	***-6.68***
Ryan Rekart	10113823	042723A		04/27/2023	0.00	300.00	0.00	0.00	300.00
		050323		05/03/2023	0.00	300.00	0.00	0.00	300.00
10113823 Ryan Rekart Total:					***0.00***	***600.00***	***0.00***	***0.00***	***600.00***
SPW CW PA 14	SPW CW PA	SPW CW PA 14		05/19/2023	0.00	0.00	102,375.75	0.00	102,375.75
SPW CW SPW CW PA 14 Total:					***0.00***	***0.00***	***102,375.75***	***0.00***	***102,375.75***
SPW DW PA 14	SPW DW PA	SPW DW PA 14		05/19/2023	0.00	0.00	26,820.12	0.00	26,820.12
SPW DW SPW DW PA 14 Total:					***0.00***	***0.00***	***26,820.12***	***0.00***	***26,820.12***
SPW Spec PA 4	SPW Spec	SPW Spec PA 4		05/19/2023	0.00	0.00	6,637.10	0.00	6,637.10
SPW Spec SPW Spec PA 4 Total:					***0.00***	***0.00***	***6,637.10***	***0.00***	***6,637.10***
Trio Electric, LLC	10077835	200100007-21		05/31/2023	0.00	0.00	201,479.00	0.00	201,479.00
10077835 Trio Electric, LLC Total:					***0.00***	***0.00***	***201,479.00***	***0.00***	***201,479.00***
Triumph Signs and	10111212	200100040-21		05/31/2023	0.00	0.00	288,840.90	0.00	288,840.90
10111212 Triumph Signs and Consulting I Total:					***0.00***	***0.00***	***288,840.90***	***0.00***	***288,840.90***
Vision PA 16	Vision PA 16	Vision PA 16		05/19/2023	0.00	0.00	6,319.00	0.00	6,319.00
Vision PA Vision PA 16 Total:					***0.00***	***0.00***	***6,319.00***	***0.00***	***6,319.00***
i.e.Smart Systems, LLC	10045073	200100039-21		05/31/2023	0.00	0.00	35,464.54	0.00	35,464.54
10045073 i.e.Smart Systems, LLC Total:					***0.00***	***0.00***	***35,464.54***	***0.00***	***35,464.54***
	n/a			05/19/2023	0.00	0.00	62,560.05	0.00	62,560.05
n/a - null Total:					***0.00***	***0.00***	***62,560.05***	***0.00***	***62,560.05***
B20010-00 - Conroe Hotel and Convention Center TOTAL:					***97,359.50***	***38,406.91***	***1,258,421.33***	***0.00***	***1,394,187.74***

OES Equipment, LLC
$2,172.14

RETURN INVOICE

Invoice #	**1296484-0004**
Invoice Date	04/26/23
Date Out:	12/24/22 08:00 AM
Date In:	03/23/23 09:16 AM

Job Loc: 9055 CITY CENTRAL AVENUE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEUA	D3-B20010-00	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/26/23 08:32 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4901090	Y	3012.00	3012.00	3012.00	3012.00	.00
	OFFICE TRAILER 48' X 60'						
	Eq#: 1 Make: 1 Model: 1 Serial No: CPX-200416						
1.00	RR9701030	N	96.60	96.60	96.60	96.60	.00
	PERSONAL PROPERTY TAX						
1.00	RR4901140	Y	70.00	70.00	70.00	70.00	.00
	WINDOW/DOOR SECURITY						

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
1.00	35219	Y	EACH	1120.000	1120.00
	OFFICE TRAILER TEARDOWN				
	THIS INCLUDES CURRENT MARKET RATE FOR TEARDOWN, FREIGHT, FUEL SURCHARGE. PRORATE CREDIT FOR EARLY PICKUP. MINUS SMALL REPAIRS UPON RETURN				

Sub-Total:	1120.00
Tax @ 8.2500%:	92.40
Total:	1212.40

FINAL BILL: 3/23/23 08:00 AM THRU 3/23/23 09:16 AM.

SALES INVOICE

Invoice # **1298872-0001**
Invoice Date 01/30/23

AUSTIN (1010)
7900 E. RIVERSIDE DRIVE
AUSTIN, TX 78744
PH: 512-296-2190 FX: 512-853-8087

Job Loc: 9055 CITY CENTRAL AVENUE

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
JEFF GRIFFIN	B20010-00-08-0661	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
RACHEL POOL	RACHEL POOL	01/30/23 10:18 PM	

Qty	Item Number/Description	Taxed	Unit	Price	Amount
110.00	*0001 2X6X10 YP (40) ordered on 1/6 (30) ordered on 1/11 (40) ordered on 1/13	Y	EA	8.060	886.60

STICKY MATS FOR ENTRY ZONES
(Prevents dirt from entering finished areas)

Sub-Total:	886.60
Tax @ 8.2500%:	73.14
Total:	959.74

American Express
$81.10

American Express
$81.10

Washers, Screws, Silicone, etc



ImageNet Consulting, LLC
$44.50

Removed surcharge -$6.68

CONTRACT INVOICE

Mail Remittance To

ImageNet Consulting LLC

913 NORTH BROADWAY AVE
OKLAHOMA CITY, OK 73102
800.937.2647 Office
405.236.3334 Fax

South Texas Division
Fed ID 45-3028912
DUNS # 09-845-9357

Invoice #	Terms
INV548821	Net 30

Bill To: 3411:
DPR CONSTRUCTION
310 COMAL ST BLDG A
SUITE 300
AUSTIN, TX 78702

Customer: DC01:
DPR CONSTRUCTION - CONROE
1001 GRAND CENTRAL PKWY
CONROE, TX 77304

Customer #	Contract Number	P.O. Number	Invoice Date	Due Date
3411	CONT1444-01		4/28/2023	5/28/2023

Invoice Remarks

Contract Remarks

Summary:

Contract base rate charge for this billing period	$0.00
Contract overage charge for the 3/21/2023 to 4/20/2023 overage period	$44.50
SURCHARGE	~~$6.68~~
	$51.18

Detail:

Equipment included under this contract

HP/HP E776DN MFP BASE PRINTER

Number	Serial Number	Base Charge	Location
EQU19280	MXBC10CHL6	$0.00	DPR CONSTRUCTION - CONROE 1001 GRAND CENTRAL PKWY CONROE, TX 77304 ACTIVE CONSTRUCTION SITE

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
BW	EQU19280 - BW	5,142	5,297	155	0	155	0.011500	$1.78
CLR	EQU19280 - CLR	21,743	22,486	743	0	743	0.057500	$42.72
								$44.50

Important:
To ensure proper credit to your account, please write your customer and invoice number on your check.

Disputes must be received in writing within 45 days from date of invoice.

Invoice SubTotal	$51.18
Tax:	$0.00
Invoice Total	$51.18
Balance Due:	**$51.18**

ImageNet Consulting, LLC
$-46.66

+ImageNet Consulting

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448

INVOICE NUMBER 498453539

DUE DATE	TOTAL DUE
04/30/2023	**-$46.66**

000002225 01 SP 0.600 106481705200497 P
ACCOUNTS PAYABLE
DPR CONSTRUCTION A GENERAL PARTNERSHIP
3015 E ROBINSON STREET
STE 100
ORLANDO, FL 32801

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448

790448 498453539 000004666

+ImageNet Consulting

IMAGENET CONSULTING LLC
PO BOX 790448
ST LOUIS, MO 63179-0448
800-828-8246
CUSTOMERSUPPORTEF@ONLINECOMMENT.COM

DATE OF INVOICE 04/06/2023
INVOICE NUMBER 498453539
Customer Credit Account Number 1847868

DUE DATE	TOTAL DUE
04/30/2023	**-$46.66**

FOR ADDRESS CORRECTIONS AND INVOICE INQUIRIES, PLEASE CONTACT US AT 800-828-8246

MESSAGES

SAVE TIME : CHAT WITH A REPRESENTATIVE AND MAKE QUICK AND EASY ONLINE PAYMENTS BY VISITING HTTPS://FINANCING.EPORTALDIRECT.COM

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
		BALANCE FORWARD	
500-0658312-000	03/21/2023	UNAPPLIED CREDIT DEDUCTED FROM TOTAL DUE	-551.70
		CURRENT CHARGES DUE	
		DPR CONSTRUCTION A GENERAL PARTNERSHIP 1001 GRAND CENTRAL PKWY CONROE, TX 77304	
500-0658312-000		HP E776DN COPIER SERIAL NUMBER MXBC10CHL6	
	04/30/2023	CONTRACT PAYMENT	466.55
	04/30/2023	SALES AND USE TAX	38.49

*****A LATE CHARGE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY DUE DATE.*****

PAYROLL
$97,359.00

OES Equipment, LLC
$16,340.38

SALES INVOICE

Invoice # **1266428-0001**
Invoice Date 09/23/22

AUSTIN (1010)
7900 E. RIVERSIDE DRIVE
AUSTIN, TX 78744
PH: 512-296-2190 FX: 512-853-8087

Job Loc: 9055 CITY CENTRAL AVENUE

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
SEAN JENSEN	D3-B20010-00	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
KENNY MATULA JR.	KENNY MATULA JR.	09/24/22 01:22 AM	

Qty	Item Number/Description	Taxed	Unit	Price	Amount
1.00	*03-ATP360 REPLACEMENT 360 PRISM	Y	EA	875.000	875.00

Rental for Survey Equipment

Sub-Total:	875.00
Tax @ 8.2500%:	72.19
Total:	947.19

CYCLE BILL INVOICE

Invoice #	1293550-0005
Invoice Date	04/17/23
Date Out:	12/23/22 03:07 PM
Billed Thru:	05/12/23 03:07 PM

Job Loc: 1001 GRAND CENTRAL PKWY

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	PHASE CODE 16-0640	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/18/23 01:34 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001020 PORTABLE RESTROOM SERVICES	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
6.00	35864 TOILET PORTABLE 3X/WK RENTAL/SERVICE DATES 4/14/23-5/12/23. ONE IS FOR LADIES W/LOCK	Y	EACH	209.000	1254.00
1.00	36675 ENVIRONMENTAL FEE	Y	EACH	100.000	100.00

Sub-Total:	1354.00
Tax @ 8.2500%:	111.71
Total:	1465.71

BILLED FOR 28 DAYS 4/14/23 THRU 5/12/23 03:07 PM

CYCLE BILL INVOICE

Invoice #	**1294306-0011**
Invoice Date	03/31/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	03/25/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/01/23 01:39 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
5.00	37130 DUMPSTER 30YD SERVICE DATE 3/20/23 W.O.# 19934, SERVICE DATE 3/23/23 W.O.# 20417, SERVICE DATE 3/23/23 W.O.# 20415, SERVICE DATE 3/25/23 W.O.# 20900, SERVICE DATE 3/20/23 W.O.# 19935	Y	EACH	311.000	1555.00
1.00	37131 DUMPSTER 40YD SERVICE DATE 3/25/23 W.O.# 20899	Y	EACH	356.000	356.00
1.00	37041 FUEL SURCHARGE	Y	EACH	803.000	803.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	2731.00
Tax @ 8.2500%:	225.31
Total:	2956.31

BILLED FOR 15 DAYS 3/10/23 THRU 3/25/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1294306-0014
Invoice Date	04/19/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	04/14/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/20/23 01:31 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
1.00	37131 DUMPSTER 40YD SERVICE DATE 4/11/23 W.O.# 24002	Y	EACH	356.000	356.00
4.00	37130 DUMPSTER 30YD SERVICE DATE 4/10/23 W.O.# 23594, SERVICE DATE 4/11/23 W.O.# 24001, SERVICE DATE 4/13/23 W.O.# 24258, SERVICE DATE 4/14/23 W.O.# 24871	Y	EACH	311.000	1244.00
1.00	37041 FUEL SURCHARGE	Y	EACH	672.000	672.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	2289.00
Tax @ 8.2500%:	188.84
Total:	2477.84

BILLED FOR 7 DAYS 4/07/23 THRU 4/14/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1294306-0015
Invoice Date	05/01/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	04/21/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/02/23 01:40 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
1.00	37131 DUMPSTER 40YD FINAL 4/18/23 W.O.# 25245	Y	EACH	356.000	356.00
3.00	37130 DUMPSTER 30YD SERVICE DATE 4/18/23 W.O.# 25246, SERVICE DATE 4/19/23 W.O.# 25748, SERVICE DATE 4/21/23 W.O.# 26110	Y	EACH	311.000	933.00
1.00	37041 FUEL SURCHARGE	Y	EACH	542.000	542.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	1848.00
Tax @ 8.2500%:	152.46
Total:	2000.46

BILLED FOR 7 DAYS 4/14/23 THRU 4/21/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1294306-0016
Invoice Date	05/04/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	04/27/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/05/23 01:32 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
2.00	37130 DUMPSTER 30YD SERVICE DATE 4/24/23 W.O.# 26465, SERVICE DATE 4/27/23 W.O.# 27260	Y	EACH	311.000	622.00
1.00	37041 FUEL SURCHARGE	Y	EACH	262.000	262.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	901.00
Tax @ 8.2500%:	74.34
Total:	975.34

BILLED FOR 6 DAYS 4/21/23 THRU 4/27/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1294306-0017
Invoice Date	05/08/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	04/28/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/09/23 01:31 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
2.00	37130 DUMPSTER 30YD SERVICE DATE 3/16/23 W.O.# 19327, SERVICE DATE 3/16/23 W.O.# 19383	Y	EACH	311.000	622.00
1.00	37131 DUMPSTER 40YD SERVICE DATE 3/16/23 W.O.# 19328	Y	EACH	356.000	356.00
1.00	37041 FUEL SURCHARGE	Y	EACH	411.000	411.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	1406.00
Tax @ 8.2500%:	116.00
Total:	1522.00

BILLED FOR 1 DAYS 4/28/23 THRU 4/28/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1294306-0018
Invoice Date	05/11/23
Date Out:	01/01/23 02:43 PM
Billed Thru:	05/02/23 02:43 PM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/12/23 01:29 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001030 DUMPSTER SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
1.00	37130 DUMPSTER 30YD SERVICE DATE 5/2/23 W.O.# 27856	Y	EACH	311.000	311.00
1.00	37041 FUEL SURCHARGE	Y	EACH	131.000	131.00
1.00	42652 DUMPSTER ADMINISTRATIVE CHARGE	Y	EACH	17.000	17.00

Sub-Total:	459.00
Tax @ 8.2500%:	37.87
Total:	496.87

BILLED FOR 4 DAYS 4/28/23 THRU 5/02/23 02:43 PM

CYCLE BILL INVOICE

Invoice #	1302671-0002
Invoice Date	04/21/23
Date Out:	01/30/23 08:00 AM
Billed Thru:	03/27/23 08:00 AM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-00	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/22/23 01:37 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361040	Y	115.00	115.00	115.00	115.00	115.00

CONEX BOX 8' X 20'
Eq#: 1 Make: 1 Model: 1 Serial No: CS20WWK0124

Sub-Total:	115.00
Tax @ 8.2500%:	9.49
Total:	124.49

BILLED FOR FOUR WEEKS 2/27/23 THRU 3/27/23 08:00 AM

CYCLE BILL INVOICE

Invoice #	1302671-0003
Invoice Date	04/22/23
Date Out:	01/30/23 08:00 AM
Billed Thru:	04/24/23 08:00 AM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-00	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/23/23 01:35 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361040	Y	115.00	115.00	115.00	115.00	115.00
	CONEX BOX 8' X 20'						
	Eq#: 1 Make: 1 Model: 1 Serial No: CS20WWK0124						

Sub-Total:	115.00
Tax @ 8.2500%:	9.49
Total:	124.49

BILLED FOR FOUR WEEKS 3/27/23 THRU 4/24/23 08:00 AM

CYCLE BILL INVOICE

Invoice #	1302671-0004
Invoice Date	05/05/23
Date Out:	01/30/23 08:00 AM
Billed Thru:	05/22/23 08:00 AM

Job Loc: 1001 GRAND CENTRAL PKWY, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-00
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-00	D3-B20010-00	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/06/23 01:38 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361040	Y	115.00	115.00	115.00	115.00	115.00

CONEX BOX 8' X 20'
Eq#: 1 Make: 1 Model: 1 Serial No: CS20WWK0124

Sub-Total:	115.00
Tax @ 8.2500%:	9.49
Total:	124.49

BILLED FOR FOUR WEEKS 4/24/23 THRU 5/22/23 08:00 AM

RETURN INVOICE

Invoice #	1302688-0003
Invoice Date	04/19/23
Date Out:	02/08/23 08:00 AM
Date In:	04/06/23 09:00 AM

Job Loc: 2001 CITY CENTRAL AVENUE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/20/23 01:31 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361060	Y	16.00	16.00	16.00	16.00	16.00
	CONEX BOX 8' X 40'						
	Eq#: 1 Make: 1 Model: 1 Serial No: CS40VZS0082						

Sub-Total:	16.00
Tax @ 8.2500%:	1.32
Total:	17.32

FINAL BILL: 4/05/23 08:00 AM THRU 4/06/23 09:00 AM.

RETURN INVOICE

Invoice #	1302691-0003
Invoice Date	04/18/23
Date Out:	02/08/23 08:00 AM
Date In:	04/06/23 08:59 AM

Job Loc: 2001 CITY CENTRAL AVENUE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/19/23 01:41 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361060	Y	16.00	16.00	16.00	16.00	16.00
	CONEX BOX 8' X 40'						
	Eq#: 1 Make: 1 Model: 1 Serial No: CS40AIZS0063						

Sub-Total:	16.00
Tax @ 8.2500%:	1.32
Total:	17.32

FINAL BILL: 4/05/23 08:00 AM THRU 4/06/23 08:59 AM.

CREDIT MEMO

Invoice #	**1302691-0004**
Invoice Date	04/25/23
Credit Date:	04/25/23 09:29 AM

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Job Loc: 2001 CITY CENTRAL AVENUE
This credit memo only applied to invoice #1302691-0003

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DEBBIE VARGAS	DAWN STONE	04/25/23 11:30 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361060 CONEX BOX 8' X 40' Reason: BILLING ERROR RSK=N	Y	16.00	16.00	16.00	16.00	-16.00

Sub-Total:	-16.00
Tax @ -8.2500%:	-1.32
Total:	-17.32

RETURN INVOICE

Invoice #	**1304234-0003**
Invoice Date	04/18/23
Date Out:	02/09/23 06:00 AM
Date In:	04/06/23 04:00 PM

Job Loc: 2001 CITY CENTRAL AVENUE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/19/23 01:41 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361060	Y	11.00	11.00	11.00	11.00	11.00
	CONEX BOX 8' X 40'						
	Eq#: 1 Make: 1 Model: 1 Serial No: AMR-906312						

Sub-Total:	11.00
Tax @ 8.2500%:	.91
Total:	11.91

FINAL BILL: 4/06/23 06:00 AM THRU 4/06/23 04:00 PM.

CREDIT MEMO

Invoice #	**1304234-0004**
Invoice Date	04/25/23
Credit Date:	04/25/23 09:29 AM

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Job Loc: 2001 CITY CENTRAL AVENUE
This credit memo only applied to invoice #1304234-0003

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DEBBIE VARGAS	DAWN STONE	04/25/23 11:29 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR4361060 CONEX BOX 8' X 40' Reason: BILLING ERROR RSK=N	Y	11.00	11.00	11.00	11.00	-11.00

Sub-Total:	-11.00
Tax @ -8.2500%:	-.91
Total:	-11.91

CYCLE BILL INVOICE

Invoice #	1323875-0001
Invoice Date	05/03/23
Date Out:	04/26/23 12:33 PM
Billed Thru:	04/27/23 12:33 PM

Job Loc: 9055 CITY CENTRAL AVENUE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GRS
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
KEITH JUNEAU	D3-B20010-GRS	D3-B20010-GRS	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	05/04/23 01:29 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR9001035 DUMP TRUCK HAUL SERVICE	Y	.00	.00	.00	.00	.00

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
17.00	49522 DUMP TRUCK HAUL HAUL OFF LOADS WITH DATES & TICKET #. DATE 4/26/23 TICKET 413415 (4). DATE 4/27/23 TICKET 413416 (10). DAE 4/27/23 TICKET 413417 (3)	Y	EACH	134.000	2278.00

Sub-Total:	2278.00
Tax @ 8.2500%:	187.94
Total:	2465.94

BILLED FOR 1 DAYS 4/26/23 THRU 4/27/23 12:33 PM

CYCLE BILL INVOICE

Invoice #	1322129-0001
Invoice Date	04/27/23
Date Out:	04/10/23 03:00 PM
Billed Thru:	05/08/23 03:00 PM

Job Loc: 1001 GRAND VILLAGE, CONROE

HOUSTON (1028)
9950 W. GULF BANK ROAD
HOUSTON, TX 77040
PH: 512-296-2190 FX: 512-853-8087

Customer #: 2000708
DPR CONSTRUCTION
CONROE HOTEL D3-B20010
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Job Site:
CONROE HOTEL D3-B20010-GC
9055 CITY CENTRAL AVENUE
CONROE, TX 77301

Ordered By:	Purchase Order Number:	Customer Job Ref No:	Terms:
MANNY SERNA	D3-B20010-GC	D3-B20010-GC	
Written By:	**Sales Rep:**	**Time Printed:**	**Delivery Driver Initials:**
DAWN STONE	DAWN STONE	04/28/23 01:33 AM	

Qty	Equipment #	Taxed	Min	Day	Week	4 Week	Amount
1.00	RR5291027	Y	114.00	114.00	319.00	727.00	727.00
	PRESSURE WASHER GAS 3600PSI COLD						
	Eq#: 11497108 Make: KARCHER Model: HD 3.8/35 P Serial No: 100276						
	PRESSURE WASHER GAS 3500 PSI						
1.00	RR5291040	Y	114.00	114.00	319.00	727.00	727.00
	PRESSURE WASHER 3500PSI HOT						
	Eq#: 11559119 Make: KARCHER Model: HD 3.0/30 P Serial No: 100020						
	HR OUT 1.000						
	PRESSURE WASHER GAS 3000PSI						

SALES ITEMS

Qty	Item Number	Taxed	Unit	Price	Amount
1.00	44416	Y	EACH	14.000	14.00
	SERVICE CHARGE				
	REFUELING SERVICE CHARGE SMALL EQUIPMENT				

Sub-Total:	1468.00
Tax @ 8.2500%:	121.12
Total:	1589.12

BILLED FOR FOUR WEEKS 4/10/23 THRU 5/08/23 03:00 PM

American Express
$788.71

American Express
$407.67

amazon.com

Final Details for Order #111-2165461-0797868

Print this page for your records.

Order Placed: April 13, 2023
Amazon.com order number: 111-2165461-0797868
Order Total: $407.67

Shipped on April 14, 2023
Replacement Faucet that was stolen from project.

Items Ordered	Price
1 of: *Grohe 20302003 Plus 8" Widespread Two-Handle Bathroom Faucet L-Size, Starlight Chrome* Sold by: Amazon.com Services LLC Condition: New	$376.60

Shipping Address:
Keith & Charla Juneau
11445 OAK SPRINGS DR
WILLIS, TX 77378-3305
United States

Shipped to personal address to ensure materials are not lost or misplaced. This was an urgent delivery.

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
American Express | Last digits: 2003

Billing address
Keith Juneau
DPR CONSTRUCTION
1450 VETERANS BLVD
REDWOOD CITY, CA 94063-2617
United States

Item(s) Subtotal:	$376.60
Shipping & Handling:	$0.00
Total before tax:	$376.60
Estimated tax to be collected:	$31.07
Grand Total:	**$407.67**

Credit Card transactions AmericanExpress ending in 2003: April 14, 2023: $407.67

To view the status of your order, return to Order Summary.

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American Express
$281.46

Since 1981

Sales and Service



McCORMACK
FIRE EXTINGUISHERS SPECIALISTS

Fire Prevention & Safety Equipment • Fixed, Restaurant & Residential Hood Systems
Fire Protection Training • Emergency-Exit Lights, Batteries, Bulbs
Safety Signs • First Aid Kits & Supplies

P.O. Box 1332, Conroe, TX 77305 • 13452 Kidd Rd.. • mccormackfire@aol.com
(936) 273-2676 • Fax (936) 273-3473 • 1-877-675-3473 • www.mccormackfire.com

A Full Service Company with a Caring Attitude About What's Important to You!

Invoice No. 48852

Date: 4/13/23

P.O. #

LOCATION:

BILL TO:

Confirmed

Class K FE for Expo Cook line
Per Fire Marshall

PHONE #

E-MAIL/FAX:

24/7 emergency phone #

Emergency contact person

	Annual		Monthly		Service Call		Fire Extinguisher		Fire System	Next service date	
	Semi-Annual		Return		Training		E-Lighting		Hood Cleaning Ins.	*Net 15 Days	Cash
	Safety/First Aid		PRN		Shop		Red Tagged		Compliance Report	*Net Days	Check #

Date	Service Tech Acknowledge by X	Print Name	Authorized By	Sales Rep

QTY	B/O	PART NUMBER	DESCRIPTION	RATE	AMOUNT
1			Compliance Report		$35.00

Please confirm company info.

Received: X

Print Name: X

Comments:

Please Remit Payment To:

McCormack Fire Extinguishers Specialists
P.O. Box 1332
Conroe, Texas 77305

Please include Invoice # With Payment

Thank You

DATE	TIME

BILLING CHARGES	
Billing Service Chg.	$15.00
Billing Total	
Credit Card Convenience 4%	
Billing Total + 4%	
Tip	
TOTAL Including Tip	

SUBTOTAL	250.00
ADJUSTED	
TAX 8.25%	20.63
AT TIME OF SERVICE	
Total	270.63
Credit Card Convenience 4%	10.83
Total + 4%	281.46
Tip	
TOTAL Including Tip	

Door Frame and Hardware - Door hinge template



How doers get more done.

1341 WEST DAVIS
CONROE, TX 77304 (936)539-2440

0508 00052 46855 04/21/23 05:16 PM
SALE SELF CHECKOUT

-------Pro Xtra Preferred Pricing-------
033287186778 RYBC8DDHTEMP <A>
RYB CARBIDE DOOR HINGE TEMPLATE
3@32.97 98.91
MAX REFUND VALUE $91.99/3
Pro Xtra Preferred Pricing -6.92

SUBTOTAL 91.99
SALES TAX 7.59
TOTAL $99.58
XXXXXXXXXXX2003 AMEX
USD$ 99.58
AUTH CODE 829386/1521836 TA
Chip Read
AID A0000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-1450 SUMMARY
THIS RECEIPT PO/JOB NAME: kj

2023 PRO XTRA SPEND 04/20: $113,102.48
INCLUDES:
Pro Xtra Paint 2023 Savings $433.36

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

0508 04/21/23 05:16 PM
0508 52 46855 04/21/2023 0639

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 07/20/2023

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 94507 94051
PASSWORD: 23221 93999

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

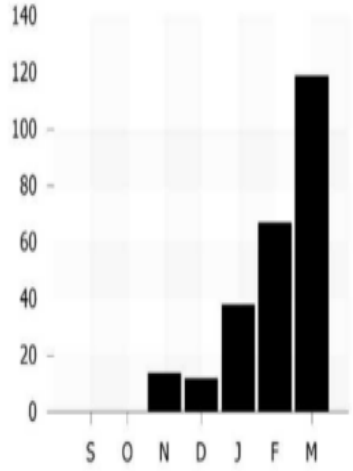
City of Conroe
$482.15

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
DPR CONSTRUCTION	1001 GRAND CENTRAL PKWY	0048-1244-000

Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
Active	3/16/2023	4/18/2023	33	4/20/2023	5/16/2023	5/15/2023

Usage



CURRENT READING	PREVIOUS READING	USAGE
111	73	38
116	42	74
23	16	7

PREVIOUS BALANCE	($103.23)
PAYMENTS	($627.06)
ADJUSTMENTS	$0.00
PENALTIES	$0.00
CREDIT BALANCE	**($730.29)**
COMM INSIDE 3	$200.61
COMM INSIDE 6	$545.36
COMM INSIDE 1	$30.93
LSGWCD	$7.14
SJRA FEE	$428.40
CURRENT BILL	**$1,212.44**
AMOUNT DUE	**$482.15**
AFTER 5/15/23	$530.37

********DUE DATE APPLIES TO THE CURRENT BILL ONLY********

*LSGWCD FEE - Mandated Lone Star Groundwater Conservation District (LSGWCD) Pass Through Fee

*SJRA FEE - Mandated San Jacinto River Authority (SJRA) Pass Through Fee

*For the latest monthly billing inserts/collection information, please visit us at www.cityofconroe.org

ANY UNPAID BALANCE SHOWN ON THIS STATEMENT MUST BE PAID IMMEDIATELY TO AVOID DISCONNECTION OF SERVICE

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

MAKE CHECKS PAYABLE TO: CITY OF CONROE

DEPT 2026 PO Box 122026 DALLAS,TX 75312-2026 TELEPHONE: (936) 522-3170

Coring MEP Penetrations & Saw cutting Concrete

Concrete Straight line Sawing, $44,347.25

DocuSign Envelope ID: E596B595-3AEA-490E-967E-05D4D3138D7F

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Concrete Straightline Sawing** **7319 Charpiot Ln** **Humble, Texas 77396**	**Date:** **Application Number:** **Invoice Number:**	**May 08, 2023** **3** **200100038-21**
PHONE:	**7134730757**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100038**

Vendor Number: 10109127
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **60,375.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **42,201.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **102,576.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **102,576.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **102,576.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **60,375.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **42,201.00**
9. Less Retention Of	**5.00**%	<	$ **2,110.05**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **40,090.95**

Signature: Laura Moraida

Title: OWNER

Date: May 08, 2023

DocuSign Envelope ID: E596B595-3AEA-490E-967E-05D4D3138D7F

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 3
Application Date : 05/08/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100038-21 **Contract : 200100038**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-GRS*50*743270125	190 Core drills for each floor ranging from 2 inches to 8 inches in diameter (Includes 2 rigs and drillers).	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00	50,000.00	100.0%	2,500.00	0.00
None	000*B20010-GRS*50*743270126	Water Control (Water goes off site)	3,750.00	0.00	3,750.00	3,750.00	0.00	0.00	3,750.00	100.0%	187.50	0.00
None	000*B20010-GRS*50*743270127	Core Scout/Catcher	6,625.00	0.00	6,625.00	6,625.00	0.00	0.00	6,625.00	100.0%	331.26	0.00
None	000*B20010-GRS*50*743270128	Power and Water source; subcontractor to provide.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-GRS*50*787305169	ADD: Straightline Contract Reconciliation: Additional Cores	0.00	42,201.00	42,201.00	0.00	42,201.00	0.00	42,201.00	100.0%	2,110.05	0.00
		Grand Totals:	**$60,375.00**	**$42,201.00**	**$102,576.00**	**$60,375.00**	**$42,201.00**	**$0.00**	**$102,576.00**	**100.0%**	**$5,128.81**	**$0.00**

DocuSign Envelope ID: E596B595-3AEA-490E-967E-05D4D3138D7F

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$60,375.00**	**$42,201.00**	**$102,576.00**	**$60,375.00**	**$42,201.00**	**$0.00**	**$102,576.00**	**100.0%**	**$5,128.81**	**$0.00**

DocuSign Envelope ID: E596B595-3AEA-490E-967E-05D4D3138D7F

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Laura Moraida (NAME) in the position of OWNER (TITLE)

for Concrete Straightline Sawing (COMPANY NAME), a Other (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 08, 2023 at Humble, Texas (CITY AND STATE).

Laura Moraida

SIGNATURE

DocuSign Envelope ID: E596B595-3AEA-490E-967E-05D4D3138D7F

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $40,090.95 payable to Concrete Straightline Sawing (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 8th day of May, 2023

Concrete Straightline Sawing (Company name)

By Laura Moraida (Signature)

OWNER (Title)

This instrument was acknowledged before me on the 8th day of May, 2023, by Laura Moraida, OWNER of Concrete Straightline Sawing for the consideration herein expressed, on behalf of same.

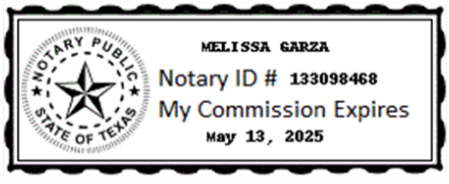
MELISSA GARZA

Notary Public in and for the

STATE OF TEXAS

COUNTY OF MONTGOMERY

MY COMM. EXP. 05/13/25



Sawcut Invoice Paid Outside of Contract As invoice

CONCRETE SAWING
STRAIGHT LINE
BREAKING & REMOVAL

7319 CHARPIOT LANE
HUMBLE, TEXAS 77396
(713) 473-0757

INVOICE

DATE	INVOICE #
3/17/2023	23872

BILL TO:

DPR CONSTRUCTION
315 E. ROBINSON ST, SUITE 100
ORLANDO, FL 32801

P.O. NUMBER	TERMS	PROJECT
B20010-ZCW	upon receipt	CONROE HOTEL

QUANTITY	DESCRIPTION	RATE	AMOUNT
1,995	LF GREEN SAW CUT	0.75	1,496.25
	WATER CONTROL	650.00	650.00

THANK YOU FOR CHOOSING STRAIGHT LINE!

TOTAL $2,146.25

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Gabriel Gallegos

$300.00

Gabriel Gallegos
$300.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113822

Requested by: Lauren Jacoby

Payee: Gabriel Gallegos

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:13:17-05'00'

4913 Summer Rain Drive

Conroe, TX 77303

Approved by:

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	6 Hours of jobsite security	300

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 300.00

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Ryan Rekart

$600.00

Ryan Rekart
$300.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113823

Requested by: Lauren Jacoby

Payee: Ryan Rekart

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:13:41-05'00'

Approved by:

122 South Bearkat Court

Montgomery, TX 77316

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	6 Hours of jobsite security	300.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 300.00

Ryan Rekart
$300.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 05/03/2023

Date Needed: 05/04/2023

Vendor Number: 10113823

Requested by: Lauren Jacoby

Payee: Ryan Rekart

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:00:14-05'00'

122 South Bearkat Court

Montgomery, TX 77316

Approved by:

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
D3-B20010-GRS	16-0870,40	6 Hours of jobsite security	300.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 300.00

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Juan Sauceda

$2,175.00

Ryan Rekart
$1,175.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113824

Requested by: Lauren Jacoby

Payee: Juan Sauceda

Approved by: Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:12:57-05'00'

201 River Pointe Drive, Apt 522

Conroe, TX 77304

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	23.5 Hours of jobsite security	1175.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 1175.00

Ryan Rekart
$1,000.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 05/03/2023

Date Needed: 05/04/2023

Vendor Number: 10113824

Requested by: Lauren Jacoby

Payee: Juan Sauceda

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:00:14-05'00'

201 River Pointe Drive, Apt 522

Conroe, TX 77304

Approved by:

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
D3-B20010-GRS	16-0870, 40	20 Hours of jobsite security	1000.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____ _____

$ 1,000.00

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Clyde Vogel

$2,400.00

Clyde Vogel
$1,800.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113825

Requested by: Lauren Jacoby

Payee: Clyde Vogel

3311 Hamilton Circle

Conroe, TX 77304

Approved by: Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:13:07-05'00'

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	36 Hours of jobsite security	1800.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 1,800.00

Clyde Vogel
$600.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 05/03/2023

Date Needed: 05/04/2023

Vendor Number: 10113825

Requested by: Lauren Jacoby

Payee: Clyde Vogel

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:00:14-05'00'

3311 Hamilton Circle

Conroe, TX 77304

Approved by:

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
D3-B20010-GRS	16-0870, 40	12 Hours of jobsite security	600.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 600.00

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Bobby Sain

$275.00

Bobby Sain
$275.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113826

Requested by: Lauren Jacoby

Payee: Bobby Sain

Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:13:35-05'00'

800 North FM 830 Road West

Conroe, TX 77304

Approved by:

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	5.5 Hours of jobsite security	275.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____ _____

$ 275.00

CONROE POLICE DEPARTMENT - JOBSITE SECURITY UNTIL SC ON 4/20/23

Kevin Johnson

$650.00

Kevin Johnson
$300.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 04/27/2023

Date Needed: 04/28/2023

Vendor Number: 10113827

Requested by: Lauren Jacoby

Payee: Kevin Johnson

964 Gowan Drive

Conroe, TX 77304

Approved by: Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:13:25-05'00'

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
B20010-GRS	16-0870, 40	6 Hours of jobsite security	300.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 300.00

Kevin Johnson
$350.00

CHECK REQUEST FORM

DPR CONSTRUCTION

Date Requested: 05/03/2023

Date Needed: 05/04/2023

Vendor Number: 10113827

Requested by: Lauren Jacoby

Payee: Kevin Johnson

964 Gowan Drive

Conroe, TX 77304

Approved by: Lauren Jacoby Digitally signed by Lauren Jacoby DN: C=US, E=laurenja@dpr.com, O=DPR, CN=Lauren Jacoby Date: 2023.04.26 13:00:14-05'00'

Delivery Method: USPS

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
D3-B20010-GRS	16-0870, 40	7 Hours of jobsite security	350.00

Fedex Overnight Instructions:

Attention: _____ **Address:** _____

Phone Number: _____

$ 350.00

EXECUTIVE CLEANING CORP
$34,570.50

DocuSign Envelope ID: 78A462A4-FD8C-406A-B795-FBD41AE573D2

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**EXECUTIVE CLEANING CORPORATION** **16339 Waverly Dr** **HOUSTON, Texas 77032**	**Date:** **Application Number:** **Invoice Number:**	**May 17, 2023** **4** **200100036-21**
PHONE:	**281-440-1765**	**Project Name:** **Job Number:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr** **D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100036**

Vendor Number: 10089136
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **109,000.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **(3,253.00)**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **105,747.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**95.88**%		$ **101,385.79**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **101,385.79**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **66,815.29**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **34,570.50**
9. Less Retention Of	**5.00**%	<	$ **1,728.53**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **32,841.97**

Signature: PATRICIA BARAJAS

Title: President

Date: May 17, 2023

DocuSign Envelope ID: 78A462A4-FD8C-406A-B795-FBD41AE573D2

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 4
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100036-21 **Contract : 200100036**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-GRS*50*562807346	Rough Cleaning	16,250.00	0.00	16,250.00	15,437.29	162.00	0.00	15,599.29	96.0%	779.96	650.71
None	000*B20010-GRS*50*562807347	Final Cleaning	39,464.00	0.00	39,464.00	35,517.00	2,368.00	0.00	37,885.00	96.0%	1,894.25	1,579.00
None	000*B20010-GRS*50*562807348	Powder Puff	13,929.00	0.00	13,929.00	12,536.00	836.00	0.00	13,372.00	96.0%	668.60	557.00
None	000*B20010-GRS*50*562807354	Window Cleaning (Interior & Exterior)	7,135.00	0.00	7,135.00	0.00	6,849.50	0.00	6,849.50	96.0%	342.48	285.50
None	000*B20010-GRS*50*562807355	Equipment	3,500.00	0.00	3,500.00	0.00	3,360.00	0.00	3,360.00	96.0%	168.00	140.00
None	000*B20010-GRS*50*562807356	Garage Pressure Wash	13,300.00	0.00	13,300.00	3,325.00	9,443.00	0.00	12,768.00	96.0%	638.40	532.00
None	000*B20010-GRS*50*562807357	Misc Clean	15,422.00	0.00	15,422.00	0.00	14,805.00	0.00	14,805.00	96.0%	740.25	617.00
None	001*B20010-GRS*50*787324313	001:4109-DEDUCT: EOC - Window Mullion Scratch Touch-Up	0.00	(3,253.00)	(3,253.00)	0.00	(3,253.00)	0.00	(3,253.00)	100.0%	(162.65)	0.00
		Grand Totals:	**$109,000.00**	**$(3,253.00)**	**$105,747.00**	**$66,815.29**	**$34,570.50**	**$0.00**	**$101,385.79**	**95.9%**	**$5,069.29**	**$4,361.21**

DocuSign Envelope ID: 78A462A4-FD8C-406A-B795-FBD41AE573D2

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$109,000.00**	**$(3,253.00)**	**$105,747.00**	**$66,815.29**	**$34,570.50**	**$0.00**	**$101,385.79**	**95.9%**	**$5,069.29**	**$4,361.21**

DocuSign Envelope ID: 78A462A4-FD8C-406A-B795-FBD41AE573D2

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am PATRICIA BARAJAS (NAME) in the position of President (TITLE)

for EXECUTIVE CLEANING CORPORATION (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at HOUSTON, Texas (CITY AND STATE).

PATRICIA BARAJAS

SIGNATURE

DocuSign Envelope ID: 78A462A4-FD8C-406A-B795-FBD41AE573D2

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $32,841.97 payable to EXECUTIVE CLEANING CORPORATION (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

EXECUTIVE CLEANING CORPORATION (Company name)

By PATRICIA BARAJAS (Signature)

President (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by PATRICIA BARAJAS, President of EXECUTIVE CLEANING CORPORATION for the consideration herein expressed, on behalf of same.

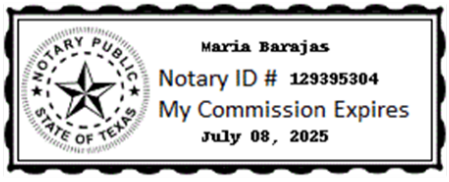
Maria Barajas

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 07/08/25



COLEAGUE RESTAURANT TABLE, ACE MART

Ace Mart Restaurant Supply Co $9,051.15

CHECK REQUEST FORM

DPR CONSTRUCTION

Date: 05/04/2023

Date Needed: 05/05/2023

Vendor Number: 10113872

Requested By: Lauren Jacoby

Payee: Ace Mart Restaurant Supply Co

Approved By: Branden Williams

100 Cypresswood, Suite 1200

Spring, TX 77388

Delivery Method: FEDEX

JOB	COST CODE/GL	DESCRIPTION	AMOUNT
D3-B20010-GRS	01-9100, Cat 40	Kitchen Work Tables	$ 9,051.15

Fedex Overnight Instructions

Attention: Walter Leaks

Phone Number: 281-528-5124

Fedex Cost Code:

Address: Ace Mart 330
100 Cypresswood, Suite 1200
Spring, TX 77388

9,051.15

Revised 02/05/2021 HW

Invoice

05/04/2023

COLEAGUE RESTAURANT TABLE, ACE MART

ACE MART RESTAURANT SUPPLY
Family Owned & Operated

SHIP TO:
DPR CONSTRUCTION
3200 Southwest Fwy #1550
HOUSTON, TX 77027

FROM:
Ace Mart Restaurant Supply-Spring
Walter Leaks
100 Cypresswood Dr Ste 1200
Spring, TX 77388
713-645-1200
281-528-5124 (Contact)

Project Code: 36592 Job Reference Number: 48981

Item	Qty	Description	Sell	Sell Total
1	1 ea	**WORK TABLE, CABINET BASE HINGED DOORS** BK Resources Model No. CSTR5-3096H Chef Table, cabinet base with hinged doors, 96"W x 30"D x 39-3/4"H overall size, 14/304 stainless steel top with 5" back riser, 18/304 stainless steel body, center mullion, (2) sets of doors, 6" stainless steel legs with 1" height adjustment, stainless steel feet, NSF (3-10 day lead time)	$3,950.00	$3,950.00
		ITEM TOTAL:		**$3,950.00**
2	2 ea	**WORK TABLE, CABINET BASE HINGED DOORS** BK Resources Model No. CSTR5-3072H Work Table, cabinet base with hinged doors, 72"W x 30"D x 39-3/4"H overall size, 14/304 stainless steel top with 5" back riser, 18/304 stainless steel body, (1) set of hinged doors, 6" stainless steel adjustable legs, NSF (3-10 day lead time)	$2,295.00	$4,590.00
		ITEM TOTAL:		**$4,590.00**

Merchandise	$8,540.00
Freight	$511.15
Subtotal	$9,051.15
Total	$9,051.15

QUICKSPARK FINANCIAL

Lease-to-Own
24-month term: $426.31*
36-month term: $297.78*
48-month term: $236.24*

For more information:
QuickSpark Financial
800-770-8107
quickspark.com

***Lease rates are subject to change and credit approval. Lease option applies to qualifying equipment only.**

Above quote is for the entire equipment package. Any deletions will require re-pricing.

Initial: _____

Outdoor Elements, LLC
$27,577.11
02.03.50 - $10,147.00
02.09.50 - $12,947.41
10.01.50 - $4,483.00

DocuSign Envelope ID: DBD39F4B-DD84-485C-B10A-E82A41D0B7DF

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Outdoor Elements LLC** **10707 Sharmon Rd** **Houston, Texas 77038**	**Date:** **Application Number:** **Invoice Number:**	**May 17, 2023** **10** **200100011-21**
PHONE:	**713-955-0990**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100011**

Vendor Number: 10107028
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **273,949.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **395,214.75**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **669,163.75**

Payment Application Summary:

4. Value of Work Completed To Date:	**99.25**%		$ **664,163.75**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **664,163.75**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **636,586.64**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **27,577.11**
9. Less Retention Of	**5.00**%	<	$ **1,378.86**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **26,198.25**

Signature: Alba Romero

Title: controller

Date: May 17, 2023

DocuSign Envelope ID: DBD39F4B-DD84-485C-B10A-E82A41D0B7DF

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 10
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100011-21 **Contract : 200100011**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562730726	Pool	189,662.00	0.00	189,662.00	180,178.90	9,483.10	0.00	189,662.00	100.0%	9,483.11	0.00
None	000*B20010-00*50*562730727	Bollards	31,191.00	0.00	31,191.00	31,191.00	0.00	0.00	31,191.00	100.0%	1,559.55	0.00
None	000*B20010-00*50*562730728	Pool Screen Fence	10,560.00	0.00	10,560.00	10,560.00	0.00	0.00	10,560.00	100.0%	528.00	0.00
None	000*B20010-00*50*562730735	Pool Equipment Enclosure	10,512.00	0.00	10,512.00	10,512.00	0.00	0.00	10,512.00	100.0%	525.60	0.00
None	000*B20010-00*50*562730736	West Courtyard Screen Fence	12,096.00	0.00	12,096.00	12,096.00	0.00	0.00	12,096.00	100.0%	604.80	0.00
None	000*B20010-00*50*562730737	Paving & Planter Drainage	15,768.00	0.00	15,768.00	15,768.00	0.00	0.00	15,768.00	100.0%	788.40	0.00
None	000*B20010-00*50*562730747	Clean-up	4,160.00	0.00	4,160.00	4,160.00	0.00	0.00	4,160.00	100.0%	208.00	0.00
None	001*B20010-00*50*562792659	ADD: Pool Pedestal Paver Scope of Work	0.00	123,270.00	123,270.00	123,270.00	0.00	0.00	123,270.00	100.0%	6,163.50	0.00
None	001*B20010-00*50*562792660	ADD: Interior Handrails (Grand Stair)	0.00	66,911.00	66,911.00	56,764.40	5,146.60	0.00	61,911.00	92.5%	3,095.55	5,000.00
None	001*B20010-00*50*562792661	ADD: Exterior Handrail (West Courtyard)	0.00	13,568.00	13,568.00	13,568.00	0.00	0.00	13,568.00	100.0%	678.40	0.00
None	001*B20010-00*50*562792662	ADD: Exterior Handrail (Pool)	0.00	13,486.00	13,486.00	13,486.00	0.00	0.00	13,486.00	100.0%	674.30	0.00
None	002*B20010-00*50*562822693	ADD: Turnkey Trellis Scope of Work - OE	0.00	28,490.00	28,490.00	28,490.00	0.00	0.00	28,490.00	100.0%	1,424.51	0.00
None	002*B20010-00*50*562822693	Trellis Raised Pool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	003*B20010-00*50*743268410	ADD: Furnish & install all labor, material, equipment, testing, engineering, permitting, shop drawings, infinity edge, all revised pool mechanical equipment, all revised pool plumbing equipment, maint	0.00	181,507.34	181,507.34	181,507.34	0.00	0.00	181,507.34	100.0%	9,075.36	0.00
None	003*B20010-00*50*743268411	ADD: Furnish and Install all planter wall stone caps (SP-2).	0.00	10,857.00	10,857.00	10,857.00	0.00	0.00	10,857.00	100.0%	542.85	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	003*B20010-00*50*74326841	ADD: Glass railing redesign/re-engineering per PR002 dated, 02.15.22.	0.00	2,970.00	2,970.00	2,970.00	0.00	0.00	2,970.00	100.0%	148.50	0.00
None	004*B20010-00*50*74327407	Pool Deck Pavers - Outdoor Elements	0.00	(10,503.00)	(10,503.00)	(10,503.00)	0.00	0.00	(10,503.00)	100.0%	(525.15)	0.00
None	004*B20010-00*50*74327407	Pool - Outdoor Element	0.00	(48,289.00)	(48,289.00)	(48,289.00)	0.00	0.00	(48,289.00)	100.0%	(2,414.45)	0.00
None	005*B20010-00*50*78728293	Decorative Railing - Outdoor Element	0.00	5,172.00	5,172.00	5,172.00	0.00	0.00	5,172.00	100.0%	258.60	0.00
None	005*B20010-00*50*78728293	Amenity Deck Furnishing - Outdoor Element	0.00	(5,172.00)	(5,172.00)	(5,172.00)	0.00	0.00	(5,172.00)	100.0%	(258.60)	0.00
None	006*B20010-00*50*78729837	ADD: OE - Turf Pedestal Paver Sub-Deck Platform	0.00	13,035.41	13,035.41	0.00	13,035.41	0.00	13,035.41	100.0%	651.77	0.00
None	007*B20010-00*50*78730243	ADD: OE - Additional Planter Wall Cap	0.00	3,393.00	3,393.00	0.00	3,393.00	0.00	3,393.00	100.0%	169.65	0.00
None	008*B20010-00*50*78730885	Deduct: OE - Amenity Deck Puma & Flashing Repair & Reinstall	0.00	(3,481.00)	(3,481.00)	0.00	(3,481.00)	0.00	(3,481.00)	100.0%	(174.05)	0.00
		Grand Totals:	**$273,949.00**	**$395,214.75**	**$669,163.75**	**$636,586.64**	**$27,577.11**	**$0.00**	**$664,163.75**	**99.3%**	**$33,208.20**	**$5,000.00**

DocuSign Envelope ID: DBD39F4B-DD84-485C-B10A-E82A41D0B7DF

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$273,949.00**	**$395,214.75**	**$669,163.75**	**$636,586.64**	**$27,577.11**	**$0.00**	**$664,163.75**	**99.3%**	**$33,208.20**	**$5,000.00**

DocuSign Envelope ID: DBD39F4B-DD84-485C-B10A-E82A41D0B7DF

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Alba Romero (NAME) in the position of controller (TITLE)

for Outdoor Elements LLC (COMPANY NAME), a Other (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at Houston, Texas (CITY AND STATE).

Alba Romero

SIGNATURE

DocuSign Envelope ID: DBD39F4B-DD84-485C-B10A-E82A41D0B7DF

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $26,198.25 payable to Outdoor Elements LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

Outdoor Elements LLC (Company name)

By Alba Romero (Signature)

controller (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by Alba Romero, controller of Outdoor Elements LLC for the consideration herein expressed, on behalf of same.

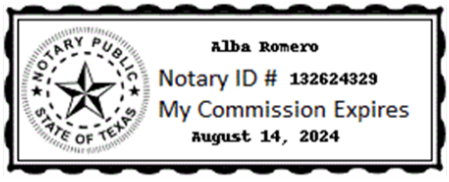
Alba Romero

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 08/14/24



Drake Environmental, LLC
$380.00
02.08.50

DocuSign Envelope ID: 52421DE7-25B4-4163-8F12-BFC5D0D9C0E1

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: Drake Environmental, LLC
PO Box 11183
College Station, Texas 77842

PHONE: 979-431-5224

TO: DPR Construction, A General Partnership
3200 Southwest Freeway Suite 1550
Houston, Texas 77027

Date: May 09, 2023
Application Number: 15
Invoice Number: 200100002-21

Project Name: CITY OF CONROE - Conroe Hotel and Convention Ctr
Job Number: D3-B20010-00
Subcontract Number: 200100002

Vendor Number: 10108237
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount		$	7,965.00
2. Approved Subcontract Changes (Attach Change Order)		$	600.00
3. Total Revised Subcontract Amount (Line 1 + Line 2)		$	8,565.00

Payment Application Summary:

4. Value of Work Completed To Date:	100.00%		$	8,565.00
5. Value of Stored Materials:			$	0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):			$	8,565.00
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$	8,185.00>
8. Total Gross Earned This Month (Line 6 - Line 7):			$	380.00
9. Less Retention Of	5.00%	<	$	19.00>
10. Amount of This Payment Application (Line 8 - Line 9):			$	361.00

Signature: Scott Story

Title: Director

Date: May 09, 2023

DocuSign Envelope ID: 52421DE7-25B4-4163-8F12-BFC5D0D9C0E1

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 15
Application Date : 05/09/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100002-21 **Contract : 200100002**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562703293	SWPPP Narrative	500.00	0.00	500.00	500.00	0.00	0.00	500.00	100.0%	25.00	0.00
None	000*B20010-00*50*562703294	SWPPP Construction Startup	400.00	0.00	400.00	400.00	0.00	0.00	400.00	100.0%	20.00	0.00
None	000*B20010-00*50*562703298	Inspection	6,840.00	0.00	6,840.00	6,460.00	380.00	0.00	6,840.00	100.0%	342.00	0.00
None	000*B20010-00*50*562703299	NOI Permit Fee	225.00	0.00	225.00	225.00	0.00	0.00	225.00	100.0%	11.25	0.00
None	001*B20010-00*50*743327649	ADD: Drake Env - SCO 001 - Additional Inlet Protection	0.00	600.00	600.00	600.00	0.00	0.00	600.00	100.0%	30.00	0.00
None	002*B20010-00*50*787315176	Full and Final Change Order - Drake Env.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
		Grand Totals:	**$7,965.00**	**$600.00**	**$8,565.00**	**$8,185.00**	**$380.00**	**$0.00**	**$8,565.00**	**100.0%**	**$428.25**	**$0.00**

DocuSign Envelope ID: 52421DE7-25B4-4163-8F12-BFC5D0D9C0E1

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$7,965.00**	**$600.00**	**$8,565.00**	**$8,185.00**	**$380.00**	**$0.00**	**$8,565.00**	**100.0%**	**$428.25**	**$0.00**

DocuSign Envelope ID: 52421DE7-25B4-4163-8F12-BFC5D0D9C0E1

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Scott Story (NAME) in the position of Director (TITLE)

for Drake Environmental, LLC (COMPANY NAME), a Other (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 09, 2023 at College Station, Texas (CITY AND STATE).

Scott Story

SIGNATURE

DocuSign Envelope ID: 52421DE7-25B4-4163-8F12-BFC5D0D9C0E1

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $361.00 payable to Drake Environmental, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9th day of May, 2023

Drake Environmental, LLC (Company name)

By Scott Story (Signature)

Director (Title)

This instrument was acknowledged before me on the 9th day of May, 2023, by Scott Story, Director of Drake Environmental, LLC for the consideration herein expressed, on behalf of same.

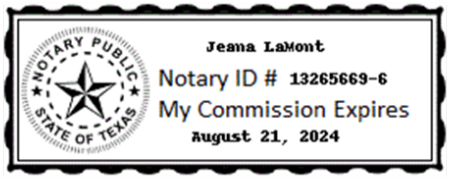
Jeana LaMont

Notary Public in and for the

STATE OF TEXAS

COUNTY OF BRAZOS

MY COMM. EXP. 08/21/24



SPW CONCRETE

$102,375.75

03.01.50

DocuSign Envelope ID: 7FFC1FEA-CA6C-478F-84AA-7BF1788EA983

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: DPR Concrete
1450 Veterans Boulevard
Redwood City, California 94063

PHONE: 866-839-8872

TO: DPR Construction, A General Partnership
3200 Southwest Freeway Suite 1550
Houston, Texas 77027

Date: May 15, 2023
Application Number: 14
Invoice Number: 200100009-21

Project Name: CITY OF CONROE - Conroe Hotel and Convention Ctr
Job Number: D3-B20010-00
Subcontract Number: 200100009

Vendor Number: 10039743
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount		$	9,723,988.00
2. Approved Subcontract Changes (Attach Change Order)		$	313,033.00
3. Total Revised Subcontract Amount (Line 1 + Line 2)		$	10,037,021.00

Payment Application Summary:

4. Value of Work Completed To Date:	100.00%	$	10,037,021.00
5. Value of Stored Materials:		$	0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):		$	10,037,021.00
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		< $	9,934,645.25>
8. Total Gross Earned This Month (Line 6 - Line 7):		$	102,375.75
9. Less Retention Of	5.00%	< $	5,118.79>
10. Amount of This Payment Application (Line 8 - Line 9):		$	97,256.96

Signature: Chris Power

Title: Project Manager

Date: May 15, 2023

DocuSign Envelope ID: 7FFC1FEA-CA6C-478F-84AA-7BF1788EA983

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 14
Application Date : 05/15/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100009-21 **Contract : 200100009**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Hotel Drilled Piers Area B	330,105.00	0.00	330,105.00	330,105.00	0.00	0.00	330,105.00	100.0%	16,505.25	0.00
None		Hotel Drilled Piers Area C	237,582.00	0.00	237,582.00	237,582.00	0.00	0.00	237,582.00	100.0%	11,879.10	0.00
None		Hotel CIP Structure Columns Level 2 to 4	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	750.00	0.00
None		Hotel CIP Structure Podium Level 2 Pour 1	770,726.00	0.00	770,726.00	770,726.00	0.00	0.00	770,726.00	100.0%	38,536.31	0.00
None		Hotel CIP Structure Podium Level 2 Pour 2	616,581.00	0.00	616,581.00	616,581.00	0.00	0.00	616,581.00	100.0%	30,829.05	0.00
None		Hotel CIP Structure Level 2 Pour 3	616,581.00	0.00	616,581.00	616,581.00	0.00	0.00	616,581.00	100.0%	30,829.05	0.00
None		Hotel CIP Structure Podium Pool	616,581.00	0.00	616,581.00	616,581.00	0.00	0.00	616,581.00	100.0%	30,829.05	0.00
None		Hotel CIP Structure Podium Level 4	462,436.00	0.00	462,436.00	462,436.00	0.00	0.00	462,436.00	100.0%	23,121.80	0.00
None		Concrete Sidewalk	92,601.00	0.00	92,601.00	23,150.25	69,450.75	0.00	92,601.00	100.0%	4,630.05	0.00
None		Hotel Foundations Area A	137,680.00	0.00	137,680.00	137,680.00	0.00	0.00	137,680.00	100.0%	6,884.00	0.00
None		Hotel Foundations Area B	166,906.00	0.00	166,906.00	166,906.00	0.00	0.00	166,906.00	100.0%	8,345.30	0.00
None		Hotel Foundations Area C	137,680.00	0.00	137,680.00	137,680.00	0.00	0.00	137,680.00	100.0%	6,884.00	0.00
None		Hotel Slab on Grade Area A	94,594.00	0.00	94,594.00	94,594.00	0.00	0.00	94,594.00	100.0%	4,729.70	0.00
None		Hotel Slab on Grade Area B	110,028.00	0.00	110,028.00	110,028.00	0.00	0.00	110,028.00	100.0%	5,501.40	0.00
None		Hotel Slab on Grade Area C	94,594.00	0.00	94,594.00	94,594.00	0.00	0.00	94,594.00	100.0%	4,729.70	0.00
None		CC Drilled Piers Area D Pour 1	57,068.00	0.00	57,068.00	57,068.00	0.00	0.00	57,068.00	100.0%	2,853.40	0.00
None		CC Drilled Piers Area D Pour 2	57,068.00	0.00	57,068.00	57,068.00	0.00	0.00	57,068.00	100.0%	2,853.40	0.00
None		Garage Drilled Piers	470,688.00	0.00	470,688.00	470,688.00	0.00	0.00	470,688.00	100.0%	23,534.40	0.00
None		SOMD Level 4	186,294.00	0.00	186,294.00	186,294.00	0.00	0.00	186,294.00	100.0%	9,314.70	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		SOMD Level 5	186,290.00	0.00	186,290.00	186,290.00	0.00	0.00	186,290.00	100.0%	9,314.50	0.00
None		SOMD Level 6	186,290.00	0.00	186,290.00	186,290.00	0.00	0.00	186,290.00	100.0%	9,314.51	0.00
None		SOMD Level 7	186,290.00	0.00	186,290.00	186,290.00	0.00	0.00	186,290.00	100.0%	9,314.50	0.00
None		SOMD Level 3	126,126.00	0.00	126,126.00	126,126.00	0.00	0.00	126,126.00	100.0%	6,306.30	0.00
None		SOMD Roof	186,290.00	0.00	186,290.00	186,290.00	0.00	0.00	186,290.00	100.0%	9,314.50	0.00
None		CC Foundation Area D Pour 1	100,902.00	0.00	100,902.00	100,902.00	0.00	0.00	100,902.00	100.0%	5,045.10	0.00
None		CC Foundations Area D Pour 2	100,902.00	0.00	100,902.00	100,902.00	0.00	0.00	100,902.00	100.0%	5,045.10	0.00
None		CC Slab on Grade Area D Pour 1	157,383.00	0.00	157,383.00	157,383.00	0.00	0.00	157,383.00	100.0%	7,869.15	0.00
None		CC Slab on Grade Area D Pour 2	157,383.00	0.00	157,383.00	157,383.00	0.00	0.00	157,383.00	100.0%	7,869.15	0.00
None		Garage Foundations	1,008,824.00	0.00	1,008,824.00	1,008,824.00	0.00	0.00	1,008,824.00	100.0%	50,441.20	0.00
None		Garage SOG	296,000.00	0.00	296,000.00	296,000.00	0.00	0.00	296,000.00	100.0%	14,800.00	0.00
None		Garage Topping Slab Level 2	258,133.00	0.00	258,133.00	258,133.00	0.00	0.00	258,133.00	100.0%	12,906.65	0.00
None		Garage Topping Slab Level 3	258,134.00	0.00	258,134.00	258,134.00	0.00	0.00	258,134.00	100.0%	12,906.70	0.00
None		Concrete Retaining Wall	6,545.00	0.00	6,545.00	6,545.00	0.00	0.00	6,545.00	100.0%	327.25	0.00
None		Sign Wall	6,871.00	0.00	6,871.00	6,871.00	0.00	0.00	6,871.00	100.0%	343.55	0.00
None		Light Pole Bases	5,738.00	0.00	5,738.00	5,738.00	0.00	0.00	5,738.00	100.0%	286.90	0.00
None		Heavy Duty Concrete Pavement	880,297.00	0.00	880,297.00	880,297.00	0.00	0.00	880,297.00	100.0%	44,014.85	0.00
None		Mobilization	60,000.00	0.00	60,000.00	60,000.00	0.00	0.00	60,000.00	100.0%	3,000.00	0.00
None	000*B20010-00*50*562699133	Hotel Drilled Piers Area A	197,582.00	0.00	197,582.00	197,582.00	0.00	0.00	197,582.00	100.0%	9,879.11	0.00
None	000*B20010-00*50*562699134	Hotel CIP Structure Columns Level 1 to 2	65,000.00	0.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100.0%	3,250.00	0.00
None	000*B20010-00*50*562699162	8" Curb	22,215.00	0.00	22,215.00	22,215.00	0.00	0.00	22,215.00	100.0%	1,110.75	0.00
None	001*B20010-00*50*743263625	DEDUCT: Remove CIP Parking Garage Trench Drain per RFI #166.	0.00	(4,572.00)	(4,572.00)	(4,572.00)	0.00	0.00	(4,572.00)	100.0%	(228.60)	0.00
None	002*B20010-00*50*743271587	CIP Concrete and Drill Piers - DPR Concrete	0.00	(111,754.00)	(111,754.00)	(111,754.00)	0.00	0.00	(111,754.00)	100.0%	(5,587.70)	0.00
None	003*B20010-00*50*743274041	CIP Concrete and Drill Piers - DPR Concrete	0.00	10,441.00	10,441.00	10,441.00	0.00	0.00	10,441.00	100.0%	522.05	0.00
None	004*B20010-00*50*743278204	CIP Concrete and Drill Piers - DPR Concrete: PR002 and PR001 Revisions	0.00	102,940.00	102,940.00	102,940.00	0.00	0.00	102,940.00	100.0%	5,147.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	005*B20010-00*50*743278207	CIP Concrete and Drill Piers - DPR Concrete: ASR 5 CIVIL Site Parking Revisions	0.00	155,832.00	155,832.00	155,832.00	0.00	0.00	155,832.00	100.0%	7,791.60	0.00
None	005*B20010-00*50*743278208	CIP Concrete and Drill Piers - DPR Concrete: ASR 5 STRUCTURAL Revisions	0.00	51,590.00	51,590.00	51,590.00	0.00	0.00	51,590.00	100.0%	2,579.50	0.00
None	006*B20010-00*50*743315423	ADD: Patching Parking Garage Trench Drain Due To Oversize Sawcutting	0.00	4,028.00	4,028.00	4,028.00	0.00	0.00	4,028.00	100.0%	201.40	0.00
None	007*B20010-00*50*743317434	DEDUCT: DPR Concrete - Additional Misc. Metal Decking Cell Closures (CC3)	0.00	(3,888.00)	(3,888.00)	0.00	(3,888.00)	0.00	(3,888.00)	100.0%	(194.40)	0.00
None	008*B20010-00*50*743317451	ADD: DPR Concrete - PR03 Structural Podium Changes	0.00	35,655.00	35,655.00	35,655.00	0.00	0.00	35,655.00	100.0%	1,782.75	0.00
None	009*B20010-00*50*743317589	ADD: CW-005 - RFI 036 - Changes to GB and Shear wall rebar	0.00	1,104.00	1,104.00	1,104.00	0.00	0.00	1,104.00	100.0%	55.20	0.00
None	009*B20010-00*50*743317590	ADD: CW-008 - RFI 026 Changes to Shear Wall Rebar in Submittal	0.00	570.00	570.00	570.00	0.00	0.00	570.00	100.0%	28.50	0.00
None	009*B20010-00*50*743317591	ADD: CW-027 RFI 109 R1 Widened Beam in Area ACIP Concrete and Drill Piers - DPR Concrete	0.00	416.00	416.00	416.00	0.00	0.00	416.00	100.0%	20.80	0.00
None	009*B20010-00*50*743317592	ADD: CW-043 Revisions at Level 4 beam per EOR visit	0.00	960.00	960.00	960.00	0.00	0.00	960.00	100.0%	48.00	0.00
None	009*B20010-00*50*743317593	ADD: CW-045 RFI 155 L2 Area A B68 extended for Room 255	0.00	1,444.00	1,444.00	1,444.00	0.00	0.00	1,444.00	100.0%	72.20	0.00
None	009*B20010-00*50*743317594	ADD: CW-52 Grout under DBC walls	0.00	1,795.00	1,795.00	1,795.00	0.00	0.00	1,795.00	100.0%	89.75	0.00
None	009*B20010-00*50*743317595	ADD: CW-53 Misc. L2 Revisions	0.00	297.00	297.00	297.00	0.00	0.00	297.00	100.0%	14.85	0.00
None	009*B20010-00*50*743317596	ADD: CW-57 (2) Parking Islands at Garage	0.00	3,542.00	3,542.00	3,542.00	0.00	0.00	3,542.00	100.0%	177.10	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	010*B20010-00*50*743317794	DEDUCT: DPR Concrete - Nail Holes for Embed Bent Plates	0.00	(3,990.00)	(3,990.00)	0.00	(3,990.00)	0.00	(3,990.00)	100.0%	(199.50)	0.00
None	011*B20010-00*50*787233674	ADD: DPR Concrete - Surface Prep for SurePods Installation	0.00	12,985.00	12,985.00	12,985.00	0.00	0.00	12,985.00	100.0%	649.25	0.00
None	012*B20010-00*50*787233675	DEDUCT: Precast SW1 & SW3 Remake & Lost of Time Due to Incorrect #11 Rebar Locations	0.00	(19,557.00)	(19,557.00)	(19,557.00)	0.00	0.00	(19,557.00)	100.0%	(977.85)	0.00
None	013*B20010-00*50*787233678	ADD: DPR Concrete - RFI137R1 - Lightpole base depth increase	0.00	10,382.00	10,382.00	10,382.00	0.00	0.00	10,382.00	100.0%	519.10	0.00
None	014*B20010-00*50*787233679	ADD: DPR Concrete - RFI137R1 - Lightpole Quantity (4) Increase	0.00	7,919.00	7,919.00	7,919.00	0.00	0.00	7,919.00	100.0%	395.95	0.00
None	015*B20010-00*50*787275581	ADD: RFI 002 - Add Slopes at Drains	0.00	5,984.00	5,984.00	5,984.00	0.00	0.00	5,984.00	100.0%	299.20	0.00
None	015*B20010-00*50*787275582	ADD: Assist Crane for TC Anchors and Walls	0.00	3,071.00	3,071.00	3,071.00	0.00	0.00	3,071.00	100.0%	153.55	0.00
None	015*B20010-00*50*787275583	ADD: Seal Slabs For Access To Building	0.00	3,335.00	3,335.00	3,335.00	0.00	0.00	3,335.00	100.0%	166.75	0.00
None	015*B20010-00*50*787275584	ADD: Chiller Pad Grading	0.00	1,701.00	1,701.00	1,701.00	0.00	0.00	1,701.00	100.0%	85.05	0.00
None	016*B20010-00*50*787275620	ADD: Concrete - Concrete Infill at Coolers	0.00	8,808.00	8,808.00	0.00	8,808.00	0.00	8,808.00	100.0%	440.40	0.00
None	017*B20010-00*50*787275627	DEDUCT: DPR CW: RFI 175 - Post Installed Elevator Shear Wall Embeds	0.00	(11,868.00)	(11,868.00)	0.00	(11,868.00)	0.00	(11,868.00)	100.0%	(593.40)	0.00
None	017*B20010-00*50*787275628	DEDUCT: RFI 302 - RFI 302 - L2 and Overrun Post-Installed Embeds	0.00	(3,668.00)	(3,668.00)	0.00	(3,668.00)	0.00	(3,668.00)	100.0%	(183.40)	0.00
None	018*B20010-00*50*787278499	ADD: SOG Blockouts (18) (Correction to SCO 03)	0.00	10,888.00	10,888.00	0.00	10,888.00	0.00	10,888.00	100.0%	544.40	0.00
None	018*B20010-00*50*787278500	DEDUCT: Concrete - RFI 344 Wall Support at Stair - Exterior wall (GL 5 & C-D)	0.00	(2,257.00)	(2,257.00)	0.00	(2,257.00)	0.00	(2,257.00)	100.0%	(112.85)	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	019*B20010-00*50*787308678	019:4027-DEDUCT: Passenger Elevator Slab Build-Out for Curtainwall Anchor	0.00	(1,521.00)	(1,521.00)	0.00	(1,521.00)	0.00	(1,521.00)	100.0%	(76.05)	0.00
None	019*B20010-00*50*787308679	019:4051-DEDUCT: 1 - DBC Scope Reconciliation - CO #16 - Knee Wall Embed Re-work	0.00	(1,155.00)	(1,155.00)	0.00	(1,155.00)	0.00	(1,155.00)	100.0%	(57.75)	0.00
None	019*B20010-00*50*787308680	019:4126-DEDUCT: DBC/DPRCW - L4 Podium revisions Due to Topping Slab	0.00	(2,766.00)	(2,766.00)	0.00	(2,766.00)	0.00	(2,766.00)	100.0%	(138.30)	0.00
None	019*B20010-00*50*787308681	019:7195-ADD: 136 LF of Garage Curbs	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	100.0%	250.00	0.00
None	019*B20010-00*50*787313916	019:9005R2-ADD: Temporary Power - Temporary Lighting For Concrete Pours	0.00	17,658.00	17,658.00	0.00	17,658.00	0.00	17,658.00	100.0%	882.90	0.00
None	019*B20010-00*50*787320185	019:4139-DEDUCT: Misc Plaster Patching/Repairs - DPR Concrete - S-022-4	0.00	(936.00)	(936.00)	0.00	(936.00)	0.00	(936.00)	100.0%	(46.80)	0.00
None	019*B20010-00*50*787320419	019:7182-ADD: Additional Retaining Walls and Dock Leveler Adjustment	0.00	15,979.00	15,979.00	0.00	15,979.00	0.00	15,979.00	100.0%	798.95	0.00
None	020*B20010-00*50*787323450	020:4158-ADD: Damaged Decorative Concrete by KSC Boomlift	0.00	6,641.00	6,641.00	0.00	6,641.00	0.00	6,641.00	100.0%	332.05	0.00
		Grand Totals:	**$9,723,988.00**	**$313,033.00**	**$10,037,021.00**	**$9,934,645.25**	**$102,375.75**	**$0.00**	**$10,037,021.00**	**100.0%**	**$501,851.08**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$9,723,988.00**	**$313,033.00**	**$10,037,021.00**	**$9,934,645.25**	**$102,375.75**	**$0.00**	**$10,037,021.00**	**100.0%**	**$501,851.08**	**$0.00**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Chris Power (NAME) in the position of Project Manager (TITLE)

for DPR Concrete (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2023 at Redwood City, California (CITY AND STATE).

Chris Power

SIGNATURE

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $97,256.96 payable to DPR Concrete (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 15th day of May, 2023

DPR Concrete (Company name)

By Chris Power (Signature)

Project Manager (Title)

This instrument was acknowledged before me on the 15th day of May, 2023, by Chris Power, Project Manager of DPR Concrete for the consideration herein expressed, on behalf of same.

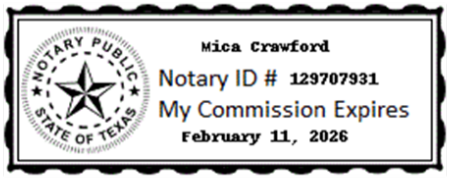
Mica Crawford

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 02/11/26



Digital Building Components LL
$24,814.20
05.01.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
RETENTION BILLING

FROM:	**Digital Building Components LLC** **624 N 44th Ave** **Phoenix, Arizona 85043**	**Date:** **Application Number:** **Invoice Number:**	**May 22, 2023** **11** **200100015-21**
PHONE:	**4805328634**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100015**
		Vendor Number: 10081611 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **4,210,450.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **(42,502.00)**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **4,167,948.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **4,167,948.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **4,167,948.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **4,143,133.80**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **24,814.20**
9. Retention held on this project now due	**4.97**%	<	$ **207,156.69**>

Signature: John Hansen

Title: Project Accountant

Date: May 22, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 11
Application Date : 05/22/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100015-21 **Contract : 200100015**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562726891	Fabrication, Delivery and Installation of Panelized CFS Load Bearing Wall Systems	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562726891	Material, Coils	1,738,471.00	0.00	1,738,471.00	1,738,471.00	0.00	0.00	1,738,471.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Material, fabrication MISC. materials	281,567.00	0.00	281,567.00	281,567.00	0.00	0.00	281,567.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Material, installation materials	180,000.00	0.00	180,000.00	180,000.00	0.00	0.00	180,000.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels fabrication L2,3	250,115.00	0.00	250,115.00	250,115.00	0.00	0.00	250,115.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels fabrication L4,5	312,644.00	0.00	312,644.00	312,644.00	0.00	0.00	312,644.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels fabrication L6,7,p[arapets	317,855.00	0.00	317,855.00	317,855.00	0.00	0.00	317,855.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L2 Sector A	21,438.00	0.00	21,438.00	21,438.00	0.00	0.00	21,438.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L2 Sector B	21,438.00	0.00	21,438.00	21,438.00	0.00	0.00	21,438.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L2 Sector C	21,438.00	0.00	21,438.00	21,438.00	0.00	0.00	21,438.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L3 Sector A	21,438.00	0.00	21,438.00	21,438.00	0.00	0.00	21,438.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L3 Sector B	21,438.00	0.00	21,438.00	21,438.00	0.00	0.00	21,438.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L4 Sector A	33,498.00	0.00	33,498.00	33,498.00	0.00	0.00	33,498.00	100.0%	0.00	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L4 Sector B	33,498.00	0.00	33,498.00	33,498.00	0.00	0.00	33,498.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L5 Sector A	33,498.00	0.00	33,498.00	33,498.00	0.00	0.00	33,498.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L5 Sector B	33,498.00	0.00	33,498.00	33,498.00	0.00	0.00	33,498.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L6 Sector A	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L6 Sector B	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L7 Sector A	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation parapet Sector B	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation L7 Sector A	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Labor, DBC wall panels installation parapet Sector A	22,704.00	0.00	22,704.00	22,704.00	0.00	0.00	22,704.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Consumable materials for installation	198,000.00	0.00	198,000.00	198,000.00	0.00	0.00	198,000.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Equipment for instalaltion	127,000.00	0.00	127,000.00	127,000.00	0.00	0.00	127,000.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Other-non taxable; subcontracts installation labor (SPW)	134,600.00	0.00	134,600.00	134,600.00	0.00	0.00	134,600.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726891	Other-non taxable; subcontracts consulting (KPFF CA)	27,400.00	0.00	27,400.00	27,400.00	0.00	0.00	27,400.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726892	Shop Drawings, Modelling, Fabrication Drawings, BIM Coordination	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562726893	Material, pour stops	91,250.00	0.00	91,250.00	91,250.00	0.00	0.00	91,250.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726893	Labor, pour stops L2,3	12,969.00	0.00	12,969.00	12,969.00	0.00	0.00	12,969.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726893	Labor, pour stops L4,5	15,838.00	0.00	15,838.00	15,838.00	0.00	0.00	15,838.00	100.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562726893	Labor, pour stops L6,7	15,880.00	0.00	15,880.00	15,880.00	0.00	0.00	15,880.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726901	Fabrication, Delivery and Installation of Structural steel scope required for DBC System	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562726902	ExoAir 430 Board at Exterior sheathing	129,455.00	0.00	129,455.00	129,454.80	0.20	0.00	129,455.00	100.0%	0.00	0.00
None	000*B20010-00*50*562726903	See Tax Break outs in SOV of contract. Would not let me include here for some reason.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-00*50*562779738	ADD: Furnish & Install all labor, material, and additional modeling cost associated with providing elevator (SE & FPE) shaft sheathing.	0.00	18,171.00	18,171.00	18,171.00	0.00	0.00	18,171.00	100.0%	0.00	0.00
None	002*B20010-00*50*743263390	Pre-Fabricated Wall Panels - DBC	0.00	(80,933.00)	(80,933.00)	(80,933.00)	0.00	0.00	(80,933.00)	100.0%	0.00	0.00
None	003*B20010-00*50*743274087	Pre-Fabricated Wall Panels - DBC	0.00	(4,554.00)	(4,554.00)	(4,554.00)	0.00	0.00	(4,554.00)	100.0%	0.00	0.00
None	004*B20010-00*50*743317747	ADD: DBC, Letsos - VFCU Conflict with 4" demising Wall	0.00	20,047.00	20,047.00	0.00	20,047.00	0.00	20,047.00	100.0%	0.00	0.00
None	005*B20010-00*50*743317773	DEDUCT: DBC - Level 7 Exterior Framing and Glazing Discrepancy	0.00	(24,671.00)	(24,671.00)	(24,671.00)	0.00	0.00	(24,671.00)	100.0%	0.00	0.00
None	006*B20010-00*50*787239100	REVERSAL: DBC - Level 7 Exterior Framing and Glazing Discrepancy	0.00	24,671.00	24,671.00	24,671.00	0.00	0.00	24,671.00	100.0%	0.00	0.00
None	007*B20010-00*50*787246466	DEDUCT: DBC - Facade Access Equipment Rental	0.00	(6,340.00)	(6,340.00)	0.00	(6,340.00)	0.00	(6,340.00)	100.0%	0.00	0.00
None	008*B20010-00*50*787253777	ADD: DBC - Pay App Correction	0.00	10,964.00	10,964.00	0.00	10,964.00	0.00	10,964.00	100.0%	0.00	0.00
None	009*B20010-00*50*787304937	DEDUCT: Metal Flashing @ DBC Reveals & Reinstalling Membrane Flashing @ Window Opening	0.00	(5,291.00)	(5,291.00)	0.00	(5,291.00)	0.00	(5,291.00)	100.0%	0.00	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	009*B20010-00*50*787304938	DEDUCT: Additional Waterproofing @ DBC Panel Joints Per RFI 279	0.00	(3,113.00)	(3,113.00)	0.00	(3,113.00)	0.00	(3,113.00)	100.0%	0.00	0.00
None	009*B20010-00*50*787304939	ADD: DBC Scope Reconciliation - CO #16 - Negotiated Scopes	0.00	20,457.00	20,457.00	0.00	20,457.00	0.00	20,457.00	100.0%	0.00	0.00
None	009*B20010-00*50*787304940	Deduct: DBC - Re-Detailing DBC Walls Where Misalignment Was Fixed	0.00	(1,842.00)	(1,842.00)	0.00	(1,842.00)	0.00	(1,842.00)	100.0%	0.00	0.00
None	009*B20010-00*50*787304941	DEDUCT: DBC/VEW - L7 Rough Opening - Model Coordination Error	0.00	(9,640.00)	(9,640.00)	0.00	(9,640.00)	0.00	(9,640.00)	100.0%	0.00	0.00
None	009*B20010-00*50*787304942	ADD: DBC KPFF Consulting VE Redesign PR02	0.00	6,900.00	6,900.00	0.00	6,900.00	0.00	6,900.00	100.0%	0.00	0.00
None	009*B20010-00*50*787304943	DEDUCT: DBC - Re-Install/Shifting of Guestroom Door Frame (L2 & L7) Due to Incorrect Location of VFCU Shaft Wall	0.00	(1,521.00)	(1,521.00)	0.00	(1,521.00)	0.00	(1,521.00)	100.0%	0.00	0.00
None	009*B20010-00*50*787308677	ADD: DBC/DPRCW - L4 Podium revisions Due to Topping Slab	0.00	2,766.00	2,766.00	0.00	2,766.00	0.00	2,766.00	100.0%	0.00	0.00
None	010*B20010-00*50*787318118	DEDUCT: DBC/Chamberlin - T&M 3/1 - Backer Rod Due to DBC Panel Misalignment	0.00	(1,183.00)	(1,183.00)	0.00	(1,183.00)	0.00	(1,183.00)	100.0%	0.00	0.00
None	011*B20010-00*50*787318127	REVERSAL - DBC Pay App Correction SCO008	0.00	(10,964.00)	(10,964.00)	0.00	(10,964.00)	0.00	(10,964.00)	100.0%	0.00	0.00
None	012*B20010-00*50*787320878	012:7211-ADD :DBC Final Contract Reconciliation - SCO 007 and SCO 009 (L4 Topping Slab)	0.00	3,574.00	3,574.00	0.00	3,574.00	0.00	3,574.00	100.0%	0.00	0.00
		Grand Totals:	**$4,210,450.00**	**$(42,502.00)**	**$4,167,948.00**	**$4,143,133.80**	**$24,814.20**	**$0.00**	**$4,167,948.00**	**100.0%**	**$0.00**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$4,210,450.00**	**$(42,502.00)**	**$4,167,948.00**	**$4,143,133.80**	**$24,814.20**	**$0.00**	**$4,167,948.00**	**100.0%**	**$0.00**	**$0.00**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am John Hansen (NAME) in the position of Project Accountant (TITLE)

for Digital Building Components LLC (COMPANY NAME), a Individual (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 22, 2023 at Phoenix, Arizona (CITY AND STATE).

John Hansen

SIGNATURE

Postel International, Inc.
$99,706.00
05.06.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Postel International, Inc.** **21966 Adams Street** **Porter, Texas 77365**	**Date:** **Application Number:** **Invoice Number:**	**May 15, 2023** **13** **200100005-21**
PHONE:	**281-227-2200**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100005**

Vendor Number: 10091500
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **4,912,603.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **91,253.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **5,003,856.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **5,003,856.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **5,003,856.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **4,904,150.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **99,706.00**
9. Less Retention Of	**1.78**%	<	$ **5,225.55**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **94,480.45**

Signature: Danny Lucas

Title: Vice-President

Date: May 15, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 13
Application Date : 05/15/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100005-21 **Contract : 200100005**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562756821	All ships ladders & High/Low roof ladder (A2.22)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756822	Monumental stair at atrium	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756823	Railing @ ramp / loading area	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756831	Elevator sump pit frame, grates, post-install embeds (Ladders by Kone)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756832	Main Entry Steel Canopies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756843	Structural overhang steel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756845	Wind Girt Redesign (90% set)	40,419.00	0.00	40,419.00	7,500.00	32,919.00	0.00	40,419.00	100.0%	1,645.95	0.00
None	000*B20010-00*50*562756860	-K Series -Special Series -LH Series -Joist add for special loading per SP6.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756873	-Elevator Divider Beams -Elevator Hoist Beams (Install only) -Elevator Guide rail intermediate supports and HSS8x6 at elevator header	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756874	Removal of G4 Garage Steel	(66,396.00)	0.00	(66,396.00)	0.00	(66,396.00)	0.00	(66,396.00)	100.0%	(3,319.80)	0.00
None	000*B20010-00*50*562756875	Metal deck (Gym, Lobby and Atrium, Convention Center Exclude Tower)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562756893	Structural steel erection + Hoisting equipment (cranes, etc)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756894	Galvanizing where required	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756895	Operable partition supports	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756914	Countertop Supports	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756915	Shear wall South Face Steel "Grid" - Vertical and HSS steel (at elevators) and metal deck slab tie in shelf angle	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756916	Shearwall Outrigger Steel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756939	All Embeds (excludes pre-cast embeds, By Legacy)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756940	Steel bollards	7,500.00	0.00	7,500.00	7,500.00	0.00	0.00	7,500.00	100.0%	0.00	0.00
None	000*B20010-00*50*562756941	Masonry angle @ top of wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562756967	Required pick points at ballrooms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-00*50*743263377	Structural Steel - POSTEL	0.00	80,933.00	80,933.00	80,933.00	0.00	0.00	80,933.00	100.0%	986.70	0.00
None	003*B20010-00*50*743317797	ADD: Postel - Nail Holes for Embed Bent Plates	0.00	3,990.00	3,990.00	3,990.00	0.00	0.00	3,990.00	100.0%	0.00	0.00
None	004*B20010-00*50*787233684	ADD: Postel - RFI 294 - Glazing Curtain wall Elevation and Steel Support	0.00	8,692.00	8,692.00	8,692.00	0.00	0.00	8,692.00	100.0%	307.20	0.00
None	005*B20010-00*50*787276714	ADD: Postel - RFI 169 Interview Room Roof Assembly	0.00	5,298.00	5,298.00	0.00	5,298.00	0.00	5,298.00	100.0%	264.90	0.00
None	005*B20010-00*50*787276715	ADD: Postel - Above Ground Permit Changes	0.00	9,748.00	9,748.00	0.00	9,748.00	0.00	9,748.00	100.0%	487.40	0.00
None	005*B20010-00*50*787276716	ADD: Postel - Loading Dock Design Changes	0.00	1,380.00	1,380.00	0.00	1,380.00	0.00	1,380.00	100.0%	69.00	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	005*B20010-00*50*787276717	ADD: Postel - RFI 313 - Storefront Hangdown Steel due to inadequate Stud Design	0.00	18,270.00	18,270.00	0.00	18,270.00	0.00	18,270.00	100.0%	913.50	0.00
None	005*B20010-00*50*787276718	ADD: Postel - RFI 420 Steel Revisions at Gym Corridor	0.00	6,298.00	6,298.00	0.00	6,298.00	0.00	6,298.00	100.0%	314.90	0.00
None	005*B20010-00*50*787276719	ADD: Postel - Elevator Vertical Steel Revisions (HSS8x4, 8x6 to 4x12) - Material Cost Only	0.00	12,710.00	12,710.00	0.00	12,710.00	0.00	12,710.00	100.0%	635.50	0.00
None	005*B20010-00*50*787276720	ADD: Postel: RFI 175 - Post Installed Elevator Shear Wall Embeds	0.00	11,868.00	11,868.00	0.00	11,868.00	0.00	11,868.00	100.0%	593.40	0.00
None	005*B20010-00*50*787276721	ADD: RFI 302 - RFI 302 - L2 and Overrun Post-Installed Embeds	0.00	3,668.00	3,668.00	0.00	3,668.00	0.00	3,668.00	100.0%	183.40	0.00
None	005*B20010-00*50*787276722	ADD: Postel - RFI 344 Wall Support at Stair - Exterior wall (GL 5 & C-D)	0.00	2,257.00	2,257.00	0.00	2,257.00	0.00	2,257.00	100.0%	112.85	0.00
None	005*B20010-00*50*787276723	DEDUCT: Postel - Ships Ladder Provided by CS (Stair Installer)	0.00	(1,725.00)	(1,725.00)	0.00	(1,725.00)	0.00	(1,725.00)	100.0%	(86.25)	0.00
None	006*B20010-00*50*787277573	ADD: Postel - RFI 259 - L3 Area B - Additional Steel Beam Above Fitness Center	0.00	33,443.00	33,443.00	0.00	33,443.00	0.00	33,443.00	100.0%	1,672.15	0.00
None	007*B20010-00*50*787308519	DEDUCT: Postel - 30% Split - RFI 294 - Glazing Curtain wall Elevation and Steel Support	0.00	(2,607.00)	(2,607.00)	0.00	(2,607.00)	0.00	(2,607.00)	100.0%	(130.35)	0.00
None	009*B20010-00*50*787323324	009:2005-Full and Final Change Order - Postel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	Area A Lobby	Structural Steel (mat)	59,834.00	0.00	59,834.00	59,834.00	0.00	0.00	59,834.00	100.0%	0.00	0.00
None	Area A Lobby	Joist (mat)	45,235.00	0.00	45,235.00	45,235.00	0.00	0.00	45,235.00	100.0%	0.00	0.00
None	Area A Lobby	Deck (mat)	23,264.00	0.00	23,264.00	23,264.00	0.00	0.00	23,264.00	100.0%	0.00	0.00
None	Area A Lobby	Steel Erection (erect)	29,166.00	0.00	29,166.00	29,166.00	0.00	0.00	29,166.00	100.0%	1,093.75	0.00
None	Area A Lobby	Deck Installation (erect)	10,089.00	0.00	10,089.00	9,081.00	1,008.00	0.00	10,089.00	100.0%	504.45	0.00
None	Area B Gym	Structural Steel (mat)	47,867.00	0.00	47,867.00	47,867.00	0.00	0.00	47,867.00	100.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	Area B Gym	Steel Erection (erect)	19,444.00	0.00	19,444.00	19,444.00	0.00	0.00	19,444.00	100.0%	972.20	0.00
None	Area B Gym	Deck Installation (erect)	6,726.00	0.00	6,726.00	6,726.00	0.00	0.00	6,726.00	100.0%	336.30	0.00
None	Area B/C Atrium / Corridor	Structural Steel (mat)	215,401.00	0.00	215,401.00	215,401.00	0.00	0.00	215,401.00	100.0%	0.00	0.00
None	Area B/C Atrium / Corridor	Joist (mat)	158,323.00	0.00	158,323.00	158,323.00	0.00	0.00	158,323.00	100.0%	0.00	0.00
None	Area B/C Atrium / Corridor	Deck (mat)	81,423.00	0.00	81,423.00	81,423.00	0.00	0.00	81,423.00	100.0%	0.00	0.00
None	Area B/C Atrium / Corridor	Steel Erection (erect)	136,108.00	0.00	136,108.00	136,108.00	0.00	0.00	136,108.00	100.0%	6,805.40	0.00
None	Area B/C Atrium / Corridor	Deck Installation (erect)	47,083.00	0.00	47,083.00	47,083.00	0.00	0.00	47,083.00	100.0%	2,354.15	0.00
None	Change Order No.02	RFCO.006 PR 01 (mat)	0.00	(81,068.00)	(81,068.00)	(81,068.00)	0.00	0.00	(81,068.00)	100.0%	0.00	0.00
None	Change Order No.02	RFCO.006 PR 01 (erect)	0.00	(21,000.00)	(21,000.00)	(21,000.00)	0.00	0.00	(21,000.00)	100.0%	(1,050.00)	0.00
None	Change Order No.07	DEDUCT: Probel Re-Testing for (2) Missing Davits by Postel	0.00	(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00	(2,500.00)	100.0%	(125.00)	0.00
None	Change Order No.07	DEDUCT: Postel - Patching @ Level 1 Passenger Elevator Shaft Wall from Welding Damage	0.00	(3,207.00)	(3,207.00)	0.00	(3,207.00)	0.00	(3,207.00)	100.0%	(160.35)	0.00
None	Change Order No.08	008:7118-DEDUCT: PCI 7109 Reduction Negotiation	0.00	418.00	418.00	0.00	418.00	0.00	418.00	100.0%	41.80	0.00
None	Change Order No.8	008:7118-ADD: Crane Matt Rentals - Postel Joist Installation	0.00	4,387.00	4,387.00	0.00	4,387.00	0.00	4,387.00	100.0%	438.70	0.00
None	Convention Canopy	Structural Steel (mat)	23,933.00	0.00	23,933.00	23,933.00	0.00	0.00	23,933.00	100.0%	0.00	0.00
None	Convention Canopy	Joist (mat)	22,618.00	0.00	22,618.00	22,618.00	0.00	0.00	22,618.00	100.0%	0.00	0.00
None	Convention Canopy	Deck (mat)	11,632.00	0.00	11,632.00	11,632.00	0.00	0.00	11,632.00	100.0%	0.00	0.00
None	Convention Canopy	Steel Erection (erect)	9,722.00	0.00	9,722.00	9,722.00	0.00	0.00	9,722.00	100.0%	486.10	0.00
None	Convention Canopy	Deck Installation (erect)	3,363.00	0.00	3,363.00	3,363.00	0.00	0.00	3,363.00	100.0%	168.15	0.00
None	Convention East	Structural Steel (mat)	394,902.00	0.00	394,902.00	394,902.00	0.00	0.00	394,902.00	100.0%	0.00	0.00
None	Convention East	Joist (mat)	418,424.00	0.00	418,424.00	418,424.00	0.00	0.00	418,424.00	100.0%	0.00	0.00
None	Convention East	Deck (mat)	215,189.00	0.00	215,189.00	215,189.00	0.00	0.00	215,189.00	100.0%	0.00	0.00
None	Convention East	Steel Erection (erect)	340,271.00	0.00	340,271.00	340,271.00	0.00	0.00	340,271.00	100.0%	17,013.55	0.00
None	Convention East	Deck Installation (erect)	124,433.00	0.00	124,433.00	124,433.00	0.00	0.00	124,433.00	100.0%	6,221.65	0.00
None	Convention West	Detailing / Shop Drawings (mat)	64,621.00	0.00	64,621.00	64,621.00	0.00	0.00	64,621.00	100.0%	0.00	0.00
None	Convention West	Anchor Bolts (mat)	8,078.00	0.00	8,078.00	8,078.00	0.00	0.00	8,078.00	100.0%	0.00	0.00
None	Convention West	Embeds (mat)	24,232.00	0.00	24,232.00	24,232.00	0.00	0.00	24,232.00	100.0%	0.00	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	Convention West	Structural Steel (mat)	454,736.00	0.00	454,736.00	454,736.00	0.00	0.00	454,736.00	100.0%	0.00	0.00
None	Convention West	Joist (mat)	486,276.00	0.00	486,276.00	486,276.00	0.00	0.00	486,276.00	100.0%	0.00	0.00
None	Convention West	Deck (mat)	250,085.00	0.00	250,085.00	250,085.00	0.00	0.00	250,085.00	100.0%	0.00	0.00
None	Convention West	Steel Erection (erect)	388,881.00	0.00	388,881.00	388,881.00	0.00	0.00	388,881.00	100.0%	19,444.05	0.00
None	Convention West	Deck Installation (erect)	144,612.00	0.00	144,612.00	144,612.00	0.00	0.00	144,612.00	100.0%	7,230.60	0.00
None	Garage	Steel Erection (erect)	90,087.00	0.00	90,087.00	57,629.00	32,458.00	0.00	90,087.00	100.0%	4,504.35	0.00
None	Misc. / Other	Install Pool Stair (erect)	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	275.00	0.00
None	Misc. / Other	Dock Canopies (mat)	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	0.00
None	Misc. / Other	Davit (mat)	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100.0%	0.00	0.00
None	Misc. / Other	Install Dock Canopies (erect)	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	750.00	0.00
None	Misc. / Other	Roof Access Ladder(s) (mat)	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0%	0.00	0.00
None	Misc. / Other	Pool Stair (mat)	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	0.00
None	Misc. / Other	Install Roof Access Ladder (erect)	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0%	75.00	0.00
None	Misc. / Other	Ship Ladder(s) (mat)	2,850.00	0.00	2,850.00	2,850.00	0.00	0.00	2,850.00	100.0%	0.00	0.00
None	Misc. / Other	Site Mobilization (erect)	100,000.00	0.00	100,000.00	99,989.00	11.00	0.00	100,000.00	100.0%	5,000.00	0.00
None	Misc. / Other	Site Mobilization (erect)	19,505.00	0.00	19,505.00	19,505.00	0.00	0.00	19,505.00	100.0%	975.25	0.00
None	Misc. / Other	Misc. Steel (mat)	65,000.00	0.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100.0%	0.00	0.00
None	Misc. / Other	Install Misc. Steel	175,000.00	0.00	175,000.00	175,000.00	0.00	0.00	175,000.00	100.0%	8,750.00	0.00
None	Misc. / Other	Install Davit (erect)	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	1,500.00	0.00
None	Misc. / other	Site Mobilization (erect)	4,522.00	0.00	4,522.00	4,522.00	0.00	0.00	4,522.00	100.0%	226.10	0.00
None	Miscellaneous / 0ther	Ship Ladder(s) (mat)	650.00	0.00	650.00	650.00	0.00	0.00	650.00	100.0%	0.00	0.00
None	Miscellaneous / Other	Bollards (mat)	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	0.00
None	Miscellaneous / Other	Install Ship Ladder(s) (erect)	3,500.00	0.00	3,500.00	3,500.00	0.00	0.00	3,500.00	100.0%	175.00	0.00
None	Miscellaneous / Other	Site Mobilization (erect)	10,495.00	0.00	10,495.00	10,495.00	0.00	0.00	10,495.00	100.0%	524.75	0.00
		Grand Totals:	**$4,912,603.00**	**$91,253.00**	**$5,003,856.00**	**$4,904,150.00**	**$99,706.00**	**$0.00**	**$5,003,856.00**	**100.0%**	**$89,181.40**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$4,912,603.00**	**$91,253.00**	**$5,003,856.00**	**$4,904,150.00**	**$99,706.00**	**$0.00**	**$5,003,856.00**	**100.0%**	**$89,181.40**	**$0.00**

DocuSign Envelope ID: DFE4A39B-828C-46EF-B8E4-A111772690DE

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Danny W. Lucas (NAME) in the position of Vice-President (TITLE)

for Postel International, Inc. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2023 at Porter, Texas (CITY AND STATE).

Danny Lucas

SIGNATURE

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $94,480.45 payable to Postel International, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 15th day of May, 2023

Postel International, Inc. (Company name)

By Danny Lucas (Signature)

Vice-President (Title)

This instrument was acknowledged before me on the 15th day of May, 2023, by Danny W. Lucas, Vice-President of Postel International, Inc. for the consideration herein expressed, on behalf of same.

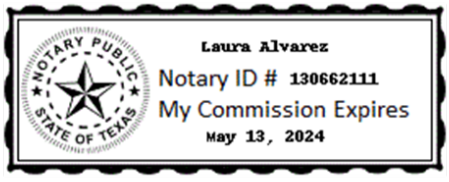
Laura Alvarez

Notary Public in and for the

STATE OF TEXAS

COUNTY OF MONTGOMERY

MY COMM. EXP. 05/13/24



DPR Division 7
$62,560.05
06.01.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**DPR Division 7** **1450 Veterans Boulevard** **Redwood City, California 94063**	**Date:** **Application Number:** **Invoice Number:**	**May 08, 2023** **14** **200100010-21**
PHONE:	**6504741450**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100010**

Vendor Number: 10105410
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **1,025,026.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **154,526.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **1,179,552.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **1,179,552.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **1,179,552.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **1,116,991.95**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **62,560.05**
9. Less Retention Of	**5.00**%	<	$ **3,128.01**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **59,432.04**

Signature: Mkitha Verghese

Title: Project Engineer

Date: May 08, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 14
Application Date : 05/08/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100010-21 **Contract : 200100010**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	001	Below Grade Waterproofing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	002	Labor	18,024.00	0.00	18,024.00	18,024.00	0.00	0.00	18,024.00	100.0%	901.20	0.00
None	002*B20010-00*50*562822685	ADD: Furnish and install all necessary temp air barrier and scuppers waterproofing at Area C BOH (Gridline A - D).	0.00	1,627.00	1,627.00	1,627.00	0.00	0.00	1,627.00	100.0%	81.35	0.00
None	003	Material	24,329.00	0.00	24,329.00	24,329.00	0.00	0.00	24,329.00	100.0%	1,216.45	0.00
None	003*B20010-00*50*743267250	ADD (COR #007): Furnish and install hot applied/waterproofing at raised amenity parapet perimeter as required.	0.00	6,133.00	6,133.00	6,133.00	0.00	0.00	6,133.00	100.0%	306.65	0.00
None	003*B20010-00*50*743267251	ADD COR #004): Furnish and install all labor, material, equipment, waterproofing, backer rods, rigid insulation, flashing, sealants, expansion joints, misc equipment, and clean-up as required per PR00	0.00	7,588.00	7,588.00	7,588.00	0.00	0.00	7,588.00	100.0%	379.40	0.00
None	003*B20010-00*50*743267252	Deduct (COR #005): Credit PR002 waterproofing reduction of parking garage down size. Includes but not limited air barrier, metal flashing, and CMU HOW joint.	0.00	(5,488.00)	(5,488.00)	(5,488.00)	0.00	0.00	(5,488.00)	100.0%	(274.40)	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	003*B20010-00*50*743267253	ADD (COR #004.2): Furnish and install all labor, material, equipment, flashing, sheet metal, backer rods, sealant, freight, misc equipment, and clean-up associated with providing additional prefinishe	0.00	30,820.00	30,820.00	30,820.00	0.00	0.00	30,820.00	100.0%	1,541.00	0.00
None	004	Rigid Insulation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	004*B20010-00*50*787249515	ADD: Div. 7 - Facade Access Equipment Rental	0.00	12,680.00	12,680.00	12,680.00	0.00	0.00	12,680.00	100.0%	634.00	0.00
None	005	Labor	13,917.00	0.00	13,917.00	13,917.00	0.00	0.00	13,917.00	100.0%	695.85	0.00
None	005*B20010-00*50*787255066	ADD: Div. 7 - Amenity Deck Perimeter Flashing Extension	0.00	4,601.00	4,601.00	4,601.00	0.00	0.00	4,601.00	100.0%	230.05	0.00
None	006	Material	30,991.00	0.00	30,991.00	30,991.00	0.00	0.00	30,991.00	100.0%	1,549.55	0.00
None	006*B20010-00*50*787278945	ADD: Div 7 - Reinstall Waterproofing & Flashing @ Amenity Deck Entry Wall	0.00	2,509.00	2,509.00	2,509.00	0.00	0.00	2,509.00	100.0%	125.45	0.00
None	007	Fluid-Applied Air Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	007*B20010-00*50*787278946	ADD: DIV 7 - Additional Intumescent Fireproofing @ ES2 Per RFI 132	0.00	8,949.00	8,949.00	8,949.00	0.00	0.00	8,949.00	100.0%	447.45	0.00
None	008	Labor	258,200.00	0.00	258,200.00	258,200.00	0.00	0.00	258,200.00	100.0%	12,910.00	0.00
None	008*B20010-00*50*787279562	ADD: (Div 7) - Below Grade Waterproofing of Pool Stair Base	0.00	1,690.00	1,690.00	1,690.00	0.00	0.00	1,690.00	100.0%	84.50	0.00
None	009	Material	196,842.00	0.00	196,842.00	196,842.00	0.00	0.00	196,842.00	100.0%	9,842.11	0.00
None	009*B20010-00*50*787308774	ADD: Metal Flashing @ DBC Reveals	0.00	4,039.00	4,039.00	0.00	4,039.00	0.00	4,039.00	100.0%	201.95	0.00
None	009*B20010-00*50*787308775	ADD: Re-installation of Membrane Flashing at Window Opening	0.00	1,252.00	1,252.00	0.00	1,252.00	0.00	1,252.00	100.0%	62.60	0.00
None	009*B20010-00*50*787308776	ADD: Additional Waterproofing @ DBC Panel Joints Per RFI 279	0.00	3,113.00	3,113.00	0.00	3,113.00	0.00	3,113.00	100.0%	155.65	0.00
None	010	Sheet Metal Flashing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	010*B20010-00*50*78730878	ADD: Div 7 - Re-Detailing DBC Walls Where Misalignment Was Fixed	0.00	1,842.00	1,842.00	0.00	1,842.00	0.00	1,842.00	100.0%	92.10	0.00
None	011	Labor	53,989.00	0.00	53,989.00	53,989.00	0.00	0.00	53,989.00	100.0%	2,699.45	0.00
None	011*B20010-00*50*78730878	ADD: Div 7 - Re-Install Waterproofing @ L6 Column Post	0.00	919.00	919.00	0.00	919.00	0.00	919.00	100.0%	45.95	0.00
None	011*B20010-00*50*78730879	ADD: D7 - Garage Vertical Wall Joint & Roof Caulking Scope Gap	0.00	13,440.00	13,440.00	0.00	13,440.00	0.00	13,440.00	100.0%	672.00	0.00
None	011*B20010-00*50*78730879	ADD: D7 - Caulking G3 South Side Precast Concrete Walls	0.00	1,856.00	1,856.00	0.00	1,856.00	0.00	1,856.00	100.0%	92.80	0.00
None	012	Material	83,928.00	0.00	83,928.00	83,928.00	0.00	0.00	83,928.00	100.0%	4,196.40	0.00
None	012*B20010-00*50*78730880	DEDUCT: D7 - Garde Manger Insulation Credit	0.00	(2,782.00)	(2,782.00)	0.00	(2,782.00)	0.00	(2,782.00)	100.0%	(139.10)	0.00
None	012*B20010-00*50*78730880	DEDUC: D7 - Garage Vertical Wall Joint & Roof Caulking Scope Gap - Original Estimate	0.00	(2,242.00)	(2,242.00)	0.00	(2,242.00)	0.00	(2,242.00)	100.0%	(112.10)	0.00
None	013	Hot Fluid-Applied Waterproofing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	013*B20010-00*50*78730884	DEDUCT: BOW metal flashing repair & CC eyebrow repair	0.00	2,069.00	2,069.00	0.00	2,069.00	0.00	2,069.00	100.0%	103.45	0.00
None	014	Labor	46,261.00	0.00	46,261.00	46,261.00	0.00	0.00	46,261.00	100.0%	2,313.05	0.00
None	014*B20010-00*50*78730884	ADD: Div 7 - Amenity Deck Puma & Flashing Repair & Reinstall	0.00	3,481.00	3,481.00	0.00	3,481.00	0.00	3,481.00	100.0%	174.05	0.00
None	015	Material	90,510.00	0.00	90,510.00	90,510.00	0.00	0.00	90,510.00	100.0%	4,525.50	0.00
None	016	Rated/Non-Rated CMU Wall Caulking	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	017	Labor	13,980.00	0.00	13,980.00	10,485.00	3,495.00	0.00	13,980.00	100.0%	699.00	0.00
None	018	Material	7,367.00	0.00	7,367.00	5,525.25	1,841.75	0.00	7,367.00	100.0%	368.36	0.00
None	019	Site Concrete and Garage Joint Sealants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	020	Labor	28,054.00	0.00	28,054.00	16,832.40	11,221.60	0.00	28,054.00	100.0%	1,402.70	0.00
None	020	Labor	1,384.00	0.00	1,384.00	830.40	553.60	0.00	1,384.00	100.0%	69.20	0.00
None	021	Material	17,739.00	0.00	17,739.00	10,643.40	7,095.60	0.00	17,739.00	100.0%	886.95	0.00
None	022	Expansion Joints	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	023	Labor	4,329.00	0.00	4,329.00	2,164.50	2,164.50	0.00	4,329.00	100.0%	216.46	0.00
None	024	Material	18,402.00	0.00	18,402.00	9,201.00	9,201.00	0.00	18,402.00	100.0%	920.10	0.00
None	025	Applied Fireproofinng	116,780.00	0.00	116,780.00	116,780.00	0.00	0.00	116,780.00	100.0%	5,839.00	0.00
None	026	ADD: Div 7 Equipment/Access Cost	0.00	56,430.00	56,430.00	56,430.00	0.00	0.00	56,430.00	100.0%	2,821.50	0.00
		Grand Totals:	**$1,025,026.00**	**$154,526.00**	**$1,179,552.00**	**$1,116,991.95**	**$62,560.05**	**$0.00**	**$1,179,552.00**	**100.0%**	**$58,977.63**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$1,025,026.00**	**$154,526.00**	**$1,179,552.00**	**$1,116,991.95**	**$62,560.05**	**$0.00**	**$1,179,552.00**	**100.0%**	**$58,977.63**	**$0.00**

DocuSign Envelope ID: 42693902-2C51-4C07-8DD4-3098229560A3

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Nikitha Verghese (NAME) in the position of Project Engineer (TITLE)

for DPR Division 7 (COMPANY NAME), a Individual (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 08, 2023 at Redwood City, California (CITY AND STATE).

Nikitha Verghese

SIGNATURE

DocuSign Envelope ID: 42693902-2C51-4C07-8DD4-3098229560A3

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $59,432.04 payable to DPR Division 7 (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 8th day of May, 2023

DPR Division 7 (Company name)

By Nikitha Verghese (Signature)

Project Engineer (Title)

This instrument was acknowledged before me on the 8th day of May, 2023, by Nikitha Verghese, Project Engineer of DPR Division 7 for the consideration herein expressed, on behalf of same.

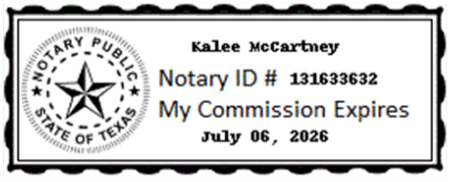
Kalee McCartney

Notary Public in and for the

STATE OF TEXAS

COUNTY OF TRAVIS

MY COMM. EXP. 07/06/26



SPW DRYWALL

$26,820.12

08.01.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**DPR Drywall** **1450 Veterans Boulevard** **Redwood City, California 94063**	**Date:** **Application Number:** **Invoice Number:**	**May 10, 2023** **14** **200100023-21**
PHONE:	**6504741450**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100023**
		Vendor Number: 10039742 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **5,645,477.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **203,470.96**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **5,848,947.96**

Payment Application Summary:

4. Value of Work Completed To Date:	**99.74**%		$ **5,834,025.49**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **5,834,025.49**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **5,807,205.37**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **26,820.12**
9. Less Retention Of	**5.00**%	<	$ **1,340.98**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **25,479.14**

Signature: Michael Hilton

Title: Project Manager

Date: May 10, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 14
Application Date : 05/10/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100023-21 **Contract : 200100023**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Unassigned	0.00	221,641.96	221,641.96	233,115.05	1,995.00	0.00	235,110.05	106.1%	11,755.51	(13,468.09)
		Unassigned Total:	**0.00**	**221,641.96**	**221,641.96**	**233,115.05**	**1,995.00**	**0.00**	**235,110.05**	**106.1%**	**11,755.51**	**(13,468.09)**
None	A	BIM Coordination	18,832.00	0.00	18,832.00	18,832.00	0.00	0.00	18,832.00	100.0%	941.60	0.00
		A BIM Coordination Total:	**18,832.00**	**0.00**	**18,832.00**	**18,832.00**	**0.00**	**0.00**	**18,832.00**	**100.0%**	**941.60**	**0.00**
None	C	Exterior Sheathing	97,603.00	0.00	97,603.00	97,603.00	0.00	0.00	97,603.00	100.0%	4,880.17	0.00
		C Exterior Sheathing Total:	**97,603.00**	**0.00**	**97,603.00**	**97,603.00**	**0.00**	**0.00**	**97,603.00**	**100.0%**	**4,880.17**	**0.00**
None	D	Engineering	24,209.00	0.00	24,209.00	24,209.00	0.00	0.00	24,209.00	100.0%	1,210.45	0.00
		D Engineering Total:	**24,209.00**	**0.00**	**24,209.00**	**24,209.00**	**0.00**	**0.00**	**24,209.00**	**100.0%**	**1,210.45**	**0.00**
None	E	Furnish and Install Interior Framing	495,578.00	0.00	495,578.00	495,578.00	0.00	0.00	495,578.00	100.0%	24,778.89	0.00
		E Furnish and Install Interior Framing Total:	**495,578.00**	**0.00**	**495,578.00**	**495,578.00**	**0.00**	**0.00**	**495,578.00**	**100.0%**	**24,778.89**	**0.00**
None	F	Furnish and Install Drywall	4,552,054.00	0.00	4,552,054.00	4,505,012.92	19,370.52	0.00	4,524,383.44	99.4%	226,219.16	27,670.56
		F Furnish and Install Drywall Total:	**4,552,054.00**	**0.00**	**4,552,054.00**	**4,505,012.92**	**19,370.52**	**0.00**	**4,524,383.44**	**99.4%**	**226,219.16**	**27,670.56**
None	H	Access Panel Installation	46,808.00	0.00	46,808.00	46,808.00	0.00	0.00	46,808.00	100.0%	2,340.40	0.00
		H Access Panel Installation Total:	**46,808.00**	**0.00**	**46,808.00**	**46,808.00**	**0.00**	**0.00**	**46,808.00**	**100.0%**	**2,340.40**	**0.00**
None	I	Furnish and Install Acoustical Ceilings	9,420.00	0.00	9,420.00	9,420.00	0.00	0.00	9,420.00	100.0%	471.00	0.00
		I Furnish and Install Acoustical Ceilings Total:	**9,420.00**	**0.00**	**9,420.00**	**9,420.00**	**0.00**	**0.00**	**9,420.00**	**100.0%**	**471.00**	**0.00**
None	J	Install Doors, Frames and Hardware	371,873.00	0.00	371,873.00	365,698.40	5,454.60	0.00	371,153.00	99.8%	18,557.64	720.00
		J Install Doors, Frames and Hardware Total:	**371,873.00**	**0.00**	**371,873.00**	**365,698.40**	**5,454.60**	**0.00**	**371,153.00**	**99.8%**	**18,557.64**	**720.00**

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	**Line Item**	**Description of Work**	**Original Scheduled Value**	**Change Orders**	**Revised Scheduled Value (D+E)**	**From Previous Application**	**This Period in Place**	**Stored Material This Period**	**Total Completed and Stored to Date (H+I+J)**	**Percent Complete (K/F)**	**Retainage Total**	**Balance To Finish (F-K)**
None	K	Furnish and Install FRP	29,100.00	0.00	29,100.00	29,100.00	0.00	0.00	29,100.00	100.0%	1,455.00	0.00
		K Furnish and Install FRP Total:	**29,100.00**	**0.00**	**29,100.00**	**29,100.00**	**0.00**	**0.00**	**29,100.00**	**100.0%**	**1,455.00**	**0.00**
None	Z	Change Orders	0.00	(18,171.00)	(18,171.00)	(18,171.00)	0.00	0.00	(18,171.00)	100.0%	(908.55)	0.00
		Z Change Orders Total:	**0.00**	**(18,171.00)**	**(18,171.00)**	**(18,171.00)**	**0.00**	**0.00**	**(18,171.00)**	**100.0%**	**(908.55)**	**0.00**
		Grand Totals:	**$5,645,477.00**	**$203,470.96**	**$5,848,947.96**	**$5,807,205.37**	**$26,820.12**	**$0.00**	**$5,834,025.49**	**99.7%**	**$291,701.27**	**$14,922.47**

DocuSign Envelope ID: 0197B056-3326-423A-B34C-984698A89AB8

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$5,645,477.00**	**$203,470.96**	**$5,848,947.96**	**$5,807,205.37**	**$26,820.12**	**$0.00**	**$5,834,025.49**	**99.7%**	**$291,701.27**	**$14,922.47**

DocuSign Envelope ID: 0197B056-3326-423A-B34C-984698A89AB8

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Michael Hilton (NAME) in the position of Project Manager (TITLE)

for DPR Drywall (COMPANY NAME), a Individual (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2023 at Redwood City, California (CITY AND STATE).

Michael Hilton

SIGNATURE

DocuSign Envelope ID: 0197B056-3326-423A-B34C-984698A89AB8

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $25,479.14 payable to DPR Drywall (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10th day of May, 2023

DPR Drywall (Company name)

By Michael Hilton (Signature)

Project Manager (Title)

This instrument was acknowledged before me on the 10th day of May, 2023, by Michael Hilton, Project Manager of DPR Drywall for the consideration herein expressed, on behalf of same.

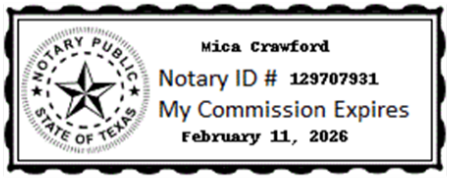
Mica Crawford

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 02/11/26



R & M Service Co., Inc.
$22,138.68
08.05.50

DocuSign Envelope ID: 6EB0EC04-2C5F-4EB1-BED1-FF5EC4050604

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**R&M Service Co** **918 W Donovan** **Houston, Texas 77091**	**Date:** **Application Number:** **Invoice Number:**	**May 17, 2023** **12** **200100020-21**
PHONE:	**713-694-5281**	**Project Name:** **Job Number:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr** **D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100020**

Vendor Number: 10034335
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **678,817.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **47,634.97**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **726,451.97**

Payment Application Summary:

4. Value of Work Completed To Date:	**99.43**%		$ **722,283.75**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **722,283.75**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **700,145.07**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **22,138.68**
9. Less Retention Of	**5.00**%	<	$ **1,106.94**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **21,031.74**

Signature: Carl Robinson

Title: President

Date: May 17, 2023

DocuSign Envelope ID: 6EB0EC04-2C5F-4EB1-BED1-FF5EC4050604

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 12
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100020-21 **Contract : 200100020**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	001	L 1 Paint Labor	64,482.00	0.00	64,482.00	58,033.80	5,158.56	0.00	63,192.36	98.0%	3,159.63	1,289.64
None	001*B20010-00*50*743271809	Interior Painting - R&M	0.00	(11,069.00)	(11,069.00)	(11,069.00)	0.00	0.00	(11,069.00)	100.0%	(553.45)	0.00
None	002	L1 Paint Material	42,988.00	0.00	42,988.00	38,689.20	3,439.04	0.00	42,128.24	98.0%	2,106.41	859.76
None	002*B20010-00*50*743274111	Interior Painting - R&M	0.00	(3,860.00)	(3,860.00)	(3,860.00)	0.00	0.00	(3,860.00)	100.0%	(193.00)	0.00
None	003	L 1 Wallcovering Labor	55,413.00	0.00	55,413.00	49,871.70	4,433.04	0.00	54,304.74	98.0%	2,715.23	1,108.26
None	003*B20010-00*50*787276394	ADD: R&M - Pre-Painting Guestroom Doors (Evergreen Miscommunication)	0.00	39,950.00	39,950.00	39,950.00	0.00	0.00	39,950.00	100.0%	1,997.50	0.00
None	003*B20010-00*50*787276395	ADD: RFI #421 Euco VOX coating at PBX & UPS rooms	0.00	1,786.00	1,786.00	1,786.00	0.00	0.00	1,786.00	100.0%	89.30	0.00
None	003*B20010-00*50*787276396	DEDUCT: Remove Stairwell Paint at Garage Interior Stairwells	0.00	(2,138.00)	(2,138.00)	(2,138.00)	0.00	0.00	(2,138.00)	100.0%	(106.90)	0.00
None	004	L2 Paint Material	4,693.00	0.00	4,693.00	4,693.00	0.00	0.00	4,693.00	100.0%	234.65	0.00
None	004*B20010-00*50*787308855	ADD: RM Service: ; L3 and L4 Guestroom Soffit Repaint Due to DPR DW Float Quality Issues	0.00	2,444.00	2,444.00	2,444.00	0.00	0.00	2,444.00	100.0%	122.20	0.00
None	004*B20010-00*50*787308856	DEDUCT: Refinish Ceiling Patches at Canned Lights - Level 2	0.00	(1,383.00)	(1,383.00)	(1,383.00)	0.00	0.00	(1,383.00)	100.0%	(69.15)	0.00
None	004*B20010-00*50*787308857	ADD: DPRDW/RM - Repaint GR Entry Ceilings Due to Finish Quality Issues	0.00	3,277.00	3,277.00	3,277.00	0.00	0.00	3,277.00	100.0%	163.85	0.00
None	004*B20010-00*50*787308858	ADD: Guestroom Door Touch Up Due to Trade Damage	0.00	3,721.97	3,721.97	3,721.97	0.00	0.00	3,721.97	100.0%	186.10	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	004*B20010-00*50*787308859	ADD: RM/DPRDW - Vestibule Repaint due to Float Issues by DPR DW	0.00	6,037.00	6,037.00	6,037.00	0.00	0.00	6,037.00	100.0%	301.85	0.00
None	004*B20010-00*50*787308860	ADD: R&M - RFI 511 - Market Storage Seal Concrete	0.00	1,152.00	1,152.00	1,152.00	0.00	0.00	1,152.00	100.0%	57.60	0.00
None	004*B20010-00*50*787308861	ADD: SurePods/Triumph/RM - Wall Covering Repairs	0.00	2,250.00	2,250.00	2,250.00	0.00	0.00	2,250.00	100.0%	112.50	0.00
None	004*B20010-00*50*787308862	ADD: DPRDW/RM - Repaint Area C Ticket 24096 Repaint GR Corr Canned Lights	0.00	1,992.00	1,992.00	1,992.00	0.00	0.00	1,992.00	100.0%	99.60	0.00
None	004*B20010-00*50*787308863	ADD: DPR DW - Accelerated L1 Ceiling Framing (Level 1 and 2) - Premium Time	0.00	3,270.00	3,270.00	3,270.00	0.00	0.00	3,270.00	100.0%	163.50	0.00
None	004*B20010-00*50*787308864	ADD: DPRDW/RM - Bondo Stair 1 & 2 Door Frame Dimples	0.00	1,164.00	1,164.00	1,164.00	0.00	0.00	1,164.00	100.0%	58.20	0.00
None	004*B20010-00*50*787308865	ADD: R&M - Pre-Function Ceiling Premium Time Acceleration	0.00	860.00	860.00	860.00	0.00	0.00	860.00	100.0%	43.00	0.00
None	004*B20010-00*50*787308866	ADD: R&M - WC Installation @ Total Door Bump-out	0.00	1,740.00	1,740.00	1,740.00	0.00	0.00	1,740.00	100.0%	87.00	0.00
None	004*B20010-00*50*787308867	DEDUCT: Touch Up Paint Allowance - Deduct for Use	0.00	(15,200.00)	(15,200.00)	0.00	(15,200.00)	0.00	(15,200.00)	100.0%	(760.00)	0.00
None	004*B20010-00*50*787308868	DEDUCT: Omit WC-214 Wallcovering Installation at Lobby Retreat	0.00	(216.00)	(216.00)	(216.00)	0.00	0.00	(216.00)	100.0%	(10.80)	0.00
None	005	L 2 Paint Labor	27,546.00	0.00	27,546.00	27,546.00	0.00	0.00	27,546.00	100.0%	1,377.29	0.00
None	005*B20010-00*50*787309023	REVERSAL - Refinish Ceiling Patches Canned Lights - Level 2	0.00	2,766.00	2,766.00	2,766.00	0.00	0.00	2,766.00	100.0%	138.30	0.00
None	006	L 2 Paint Material	13,671.00	0.00	13,671.00	13,671.00	0.00	0.00	13,671.00	100.0%	683.55	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	006*B20010-00*50*787321104	006:9059-Interior Painting - R&M : Demo, Wallcovering, Prep and Reinstall Wallcovering at New Door Installation, Paint Room 1003 Walls at Door installation. Paint Door & Frame. Assumes adequate stock of WC203.	0.00	1,824.00	1,824.00	0.00	1,824.00	0.00	1,824.00	100.0%	91.20	0.00
None	006*B20010-00*50*787324406	006:4147-ADD: WC repairs GR PODS	0.00	1,048.00	1,048.00	0.00	1,048.00	0.00	1,048.00	100.0%	52.40	0.00
None	006*B20010-00*50*787324407	006:4148-ADD: ADA Inspector Issue: Tub Fix Wallcovering & Painting Repairs	0.00	2,622.00	2,622.00	0.00	2,622.00	0.00	2,622.00	100.0%	131.10	0.00
None	006*B20010-00*50*787324408	006:4151-ADD:R&M - Premium Time 4/17/23, Level 2 & 7 Corridor Wallcovering Repairs (Split 50%)	0.00	236.00	236.00	0.00	236.00	0.00	236.00	100.0%	11.80	0.00
None	006*B20010-00*50*787324409	006:4151-ADD:R&M - Premium Time 4/17/23, Level 2 & 7 Corridor Wallcovering Repairs (Split 50%)	0.00	562.00	562.00	0.00	562.00	0.00	562.00	100.0%	28.10	0.00
None	006*B20010-00*50*787324410	006:4152-ADD: Kitchen & Convention Center Prefuction Wallcovering Repairs	0.00	1,250.00	1,250.00	0.00	1,250.00	0.00	1,250.00	100.0%	62.50	0.00
None	006*B20010-00*50*787324411	006:4154-ADD: Lvl2/Lvl7 Repaint GR Doors, Frames, Ceilings Due to Damage	0.00	699.00	699.00	0.00	699.00	0.00	699.00	100.0%	34.95	0.00
None	006*B20010-00*50*787324412	006:4159-ADD: Touch Up Stair 1 & 2 Due to Toe Kick Installation	0.00	850.00	850.00	0.00	850.00	0.00	850.00	100.0%	42.50	0.00
None	007	L 2 Wallcovering Labor	39,755.00	0.00	39,755.00	39,755.00	0.00	0.00	39,755.00	100.0%	1,987.75	0.00
None	008	L 3 Paint Labor	20,165.00	0.00	20,165.00	20,165.00	0.00	0.00	20,165.00	100.0%	1,008.25	0.00
None	009	L 3 Paint Material	13,443.00	0.00	13,443.00	13,443.00	0.00	0.00	13,443.00	100.0%	672.15	0.00
None	010	L 3 Wallcovering Labor	31,012.00	0.00	31,012.00	31,012.00	0.00	0.00	31,012.00	100.0%	1,550.60	0.00
None	011	L4 Paint Labor	24,305.00	0.00	24,305.00	24,305.00	0.00	0.00	24,305.00	100.0%	1,215.25	0.00
None	012	L 4 Paint Material	16,203.00	0.00	16,203.00	16,203.00	0.00	0.00	16,203.00	100.0%	810.15	0.00
None	013	L 4 Wallcovering Labor	36,740.00	0.00	36,740.00	36,740.00	0.00	0.00	36,740.00	100.0%	1,837.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	014	L 5 Paint Labor	12,364.00	0.00	12,364.00	12,364.00	0.00	0.00	12,364.00	100.0%	618.20	0.00
None	015	L 5 Paint Material	16,162.00	0.00	16,162.00	16,162.00	0.00	0.00	16,162.00	100.0%	808.11	0.00
None	016	L 5 Paint Labor	11,877.00	0.00	11,877.00	11,877.00	0.00	0.00	11,877.00	100.0%	593.84	0.00
None	017	L 5 Wallcovering Labor	36,740.00	0.00	36,740.00	36,740.00	0.00	0.00	36,740.00	100.0%	1,837.00	0.00
None	018	L 6 Paint Labor	24,241.00	0.00	24,241.00	24,241.00	0.00	0.00	24,241.00	100.0%	1,212.05	0.00
None	019	L 6 Paint Material	16,162.00	0.00	16,162.00	16,162.00	0.00	0.00	16,162.00	100.0%	808.11	0.00
None	020	L 6 Wallcovering Labor	36,740.00	0.00	36,740.00	36,740.00	0.00	0.00	36,740.00	100.0%	1,837.00	0.00
None	021	L 7 Paint Labor	24,360.00	0.00	24,360.00	24,360.00	0.00	0.00	24,360.00	100.0%	1,218.00	0.00
None	022	L 7 Paint Material	16,240.00	0.00	16,240.00	16,240.00	0.00	0.00	16,240.00	100.0%	812.00	0.00
None	023	L 7 Wallcovering Labor	35,981.00	0.00	35,981.00	35,981.00	0.00	0.00	35,981.00	100.0%	1,799.05	0.00
None	024	Sealed Concrete Labor	5,130.00	0.00	5,130.00	5,130.00	0.00	0.00	5,130.00	100.0%	256.50	0.00
None	025	Sealed Concrete Material	5,406.00	0.00	5,406.00	5,406.00	0.00	0.00	5,406.00	100.0%	270.30	0.00
None	026	Exterior Material	1,672.00	0.00	1,672.00	0.00	1,638.56	0.00	1,638.56	98.0%	81.93	33.44
None	027	Garage Labor	21,392.00	0.00	21,392.00	17,113.60	3,850.56	0.00	20,964.16	98.0%	1,048.21	427.84
None	028	Garage Material	11,928.00	0.00	11,928.00	9,542.40	2,147.04	0.00	11,689.44	98.0%	584.47	238.56
None	029	Garage Wallcovering Labor	1,470.00	0.00	1,470.00	0.00	1,470.00	0.00	1,470.00	100.0%	73.50	0.00
None	030	Exterior Labor	7,794.00	0.00	7,794.00	3,117.60	4,520.52	0.00	7,638.12	98.0%	381.91	155.88
None	031	Exterior Material	2,742.00	0.00	2,742.00	1,096.80	1,590.36	0.00	2,687.16	98.0%	134.36	54.84
		Grand Totals:	**$678,817.00**	**$47,634.97**	**$726,451.97**	**$700,145.07**	**$22,138.68**	**$0.00**	**$722,283.75**	**99.4%**	**$36,114.20**	**$4,168.22**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$678,817.00**	**$47,634.97**	**$726,451.97**	**$700,145.07**	**$22,138.68**	**$0.00**	**$722,283.75**	**99.4%**	**$36,114.20**	**$4,168.22**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Carl Robinson (NAME) in the position of President (TITLE)

for R&M Service Co (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at Houston, Texas (CITY AND STATE).

Carl Robinson

SIGNATURE

DocuSign Envelope ID: 6EB0EC04-2C5F-4EB1-BED1-FF5EC4050604

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $21,031.74 payable to R&M Service Co (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

R&M Service Co (Company name)

By Carl Robinson (Signature)

President (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by Carl Robinson, President of R&M Service Co for the consideration herein expressed, on behalf of same.

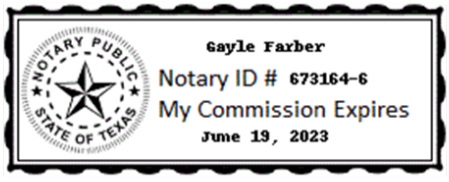
Gayle Farber

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 06/19/23



VISION ENCLOSURE WALLS

$6,319.00

08.06.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Vision Enclosure Walls, Inc.** **1750 Wallace Dr.** **Carrollton, Texas 75006**	**Date:** **Application Number:** **Invoice Number:**	**May 17, 2023** **16** **200100013-21**
PHONE:	**972-432-8300**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100013**

Vendor Number: 10074173
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **2,678,893.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **35,227.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **2,714,120.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **2,714,120.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **2,714,120.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **2,707,801.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **6,319.00**
9. Less Retention Of	**5.00**%	<	$ **315.95**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **6,003.05**

Signature: Mark Hogan

Title: President

Date: May 17, 2023

DocuSign Envelope ID: 27DEB6CD-19B6-4A40-9EB0-0A78A9B96EA1

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 16
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100013-21 **Contract : 200100013**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562724502	Mobilization	25,000.00	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	1,250.00	0.00
None	000*B20010-00*50*562724503	Engineering	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00	50,000.00	100.0%	2,500.00	0.00
None	000*B20010-00*50*562724504	Small Tools & Supplies	35,000.00	0.00	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	1,750.00	0.00
None	000*B20010-00*50*562724508	Rental Equipment	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	80,000.00	100.0%	4,000.00	0.00
None	000*B20010-00*50*562724509	Perimeter Sealants	175,000.00	0.00	175,000.00	175,000.00	0.00	0.00	175,000.00	100.0%	8,750.00	0.00
None	000*B20010-00*50*562724510	Jobsite Mock-Up(AMU)	35,000.00	0.00	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	1,750.00	0.00
None	000*B20010-00*50*562724517	Major Metal	705,193.00	0.00	705,193.00	705,193.00	0.00	0.00	705,193.00	100.0%	35,259.65	0.00
None	000*B20010-00*50*562724518	Metal Fabrication	165,000.00	0.00	165,000.00	165,000.00	0.00	0.00	165,000.00	100.0%	8,250.00	0.00
None	000*B20010-00*50*562724519	Major Glass	545,000.00	0.00	545,000.00	545,000.00	0.00	0.00	545,000.00	100.0%	27,250.00	0.00
None	000*B20010-00*50*562724533	Storefront Door & Hardware	80,000.00	0.00	80,000.00	80,000.00	0.00	0.00	80,000.00	100.0%	4,000.00	0.00
None	000*B20010-00*50*562724534	Garage Storefront Level 1-3	25,000.00	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	1,250.00	0.00
None	000*B20010-00*50*562724535	Fitness Center Storefront	11,000.00	0.00	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	550.00	0.00
None	000*B20010-00*50*562724548	Fitness Center Mirrors	6,700.00	0.00	6,700.00	0.00	6,700.00	0.00	6,700.00	100.0%	335.00	0.00
None	000*B20010-00*50*562724549	Fire Rated Door	22,000.00	0.00	22,000.00	22,000.00	0.00	0.00	22,000.00	100.0%	1,100.00	0.00
None	000*B20010-00*50*562724550	Doors H12	17,000.00	0.00	17,000.00	17,000.00	0.00	0.00	17,000.00	100.0%	850.00	0.00
None	000*B20010-00*50*562724566	Auto Slider Door & Install	147,000.00	0.00	147,000.00	147,000.00	0.00	0.00	147,000.00	100.0%	7,350.00	0.00
None	000*B20010-00*50*562724567	Labor	555,000.00	0.00	555,000.00	549,400.00	5,600.00	0.00	555,000.00	100.0%	27,750.00	0.00
None	001*B20010-00*50*562768446	VEW - Credit AMU Down-Scale	0.00	(7,000.00)	(7,000.00)	0.00	(7,000.00)	0.00	(7,000.00)	100.0%	(350.00)	0.00
None	002*B20010-00*50*562822815	ADD: Change request includes all material, freight, crate, and mark-up cost associated with L7 revised rough openings. Includes new glass lite, head and sill metals/aluminums, extrusions, paint set-up	0.00	19,281.00	19,281.00	19,281.00	0.00	0.00	19,281.00	100.0%	964.05	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	002*B20010-00*50*562822816	ADD: Change request includes reengineering and shop drawings cost associated with providing revise rough openings and framings dimension.	0.00	5,390.00	5,390.00	5,390.00	0.00	0.00	5,390.00	100.0%	269.50	0.00
None	002*B20010-00*50*562822817	ADD: Furnish revised door hardware per approved submittal 087100-004 dated, 3/4.	0.00	10,120.00	10,120.00	10,120.00	0.00	0.00	10,120.00	100.0%	506.00	0.00
None	003*B20010-00*50*743267257	ADD (VEWCO-4): Furnish & Install additional fitness center mirror per plans and specifications.	0.00	1,172.00	1,172.00	0.00	1,172.00	0.00	1,172.00	100.0%	58.60	0.00
None	003*B20010-00*50*743267258	Deduct (VEWCO-2): Replace Level 2 pool patio doors and sidelites with typical windows as required per plans and specifications.	0.00	(4,219.00)	(4,219.00)	(4,219.00)	0.00	0.00	(4,219.00)	100.0%	(210.95)	0.00
None	003*B20010-00*50*743267259	ADD (VEWCO-3): Furnish and install revise pool deck corridor door as required per plans and specifications.	0.00	753.00	753.00	753.00	0.00	0.00	753.00	100.0%	37.65	0.00
None	003*B20010-00*50*743267260	ADD (VEWCO-6): Furnish and install revised window opening per RFI #132 in regarding to the revised post wrapping detail request at gridline A.5-B dated, 3.28.22.	0.00	6,686.00	6,686.00	6,686.00	0.00	0.00	6,686.00	100.0%	334.30	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	003*B20010-00*50*743267261	ADD (VEWCO-7): Furnish and install revised area D (Convention Center) curtainwall as required per plans and specification. Includes credit of deleted door, frame, and hardware of 1020A.	0.00	3,197.00	3,197.00	3,197.00	0.00	0.00	3,197.00	100.0%	159.85	0.00
None	004*B20010-00*50*743317776	ADD: VEW - Level 7 Exterior Framing and Glazing Discrepancy	0.00	24,671.00	24,671.00	0.00	24,671.00	0.00	24,671.00	100.0%	1,233.55	0.00
None	005*B20010-00*50*787233685	DEDUCT: VEW - RFI 294 - Glazing Curtain wall Elevation and Steel Support Elevation SD Error	0.00	(8,692.00)	(8,692.00)	0.00	(8,692.00)	0.00	(8,692.00)	100.0%	(434.60)	0.00
None	006*B20010-00*50*787310385	ADD: VEW - Door 211 Hardware Modification	0.00	1,152.00	1,152.00	0.00	1,152.00	0.00	1,152.00	100.0%	57.60	0.00
None	007*B20010-00*50*787312036	ADD: VEW - Aluminum Angle for L-1 Interior Windows	0.00	1,302.00	1,302.00	0.00	1,302.00	0.00	1,302.00	100.0%	65.10	0.00
None	4.1*B20010-00*50*787291421	DEDUCT: VEW - Level 7 Exterior Framing and Glazing Discrepancy	0.00	(24,671.00)	(24,671.00)	0.00	(24,671.00)	0.00	(24,671.00)	100.0%	(1,233.55)	0.00
None	5.1*B20010-00*50*787291424	DEDUCT: VEW - 30% Split - RFI 294 - Glazing Curtain wall Elevation and Steel Support	0.00	(2,607.00)	(2,607.00)	0.00	(2,607.00)	0.00	(2,607.00)	100.0%	(130.35)	0.00
None	5.1*B20010-00*50*787291425	ADD: REVERSAL - VEW - RFI 294 - Glazing Curtain wall Elevation and Steel Support	0.00	8,692.00	8,692.00	0.00	8,692.00	0.00	8,692.00	100.0%	434.60	0.00
		Grand Totals:	**$2,678,893.00**	**$35,227.00**	**$2,714,120.00**	**$2,707,801.00**	**$6,319.00**	**$0.00**	**$2,714,120.00**	**100.0%**	**$135,706.00**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$2,678,893.00**	**$35,227.00**	**$2,714,120.00**	**$2,707,801.00**	**$6,319.00**	**$0.00**	**$2,714,120.00**	**100.0%**	**$135,706.00**	**$0.00**

DocuSign Envelope ID: 27DEB6CD-19B6-4A40-9EB0-0A78A9B96EA1

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Mark Hogan (NAME) in the position of President (TITLE)

for Vision Enclosure Walls, Inc. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment
Door Control Services, a DH Pace Company	Sliding Automatic Doors	$70,300.80	$7,811.20
Leak Investigation & Testing Services Inc	Leak Testing	$12,200.00	$0.00
Texas Fenestration, Inc. dba 512 Drafting	Engineering Services	$37,900.00	$0.00

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at Carrollton, Texas (CITY AND STATE).

Mark Hogan

SIGNATURE

DocuSign Envelope ID: 27DEB6CD-19B6-4A40-9EB0-0A78A9B96EA1

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $6,003.05 payable to Vision Enclosure Walls, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

Vision Enclosure Walls, Inc. (Company name)

By Mark Hogan (Signature)

President (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by Mark Hogan, President of Vision Enclosure Walls, Inc. for the consideration herein expressed, on behalf of same.

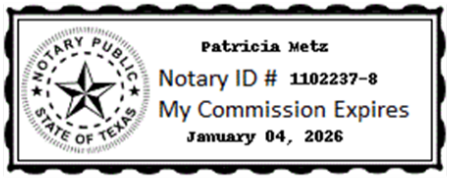
Patricia Metz

Notary Public in and for the

STATE OF TEXAS

COUNTY OF DALLAS

MY COMM. EXP. 01/04/26



SPW SPECIALTIES

$6,637.10

08.07.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**DPR Specialties** **1450 Veterans Boulevard** **Redwood City, California 94063**	**Date:** **Application Number:** **Invoice Number:**	**May 10, 2023** **4** **200100003-21**
PHONE:	**6504741450**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100003**
		Vendor Number: 10068048 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **246,977.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **12,237.02**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **259,214.02**

Payment Application Summary:

4. Value of Work Completed To Date:	**97.75**%		$ **253,385.17**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **253,385.17**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **246,748.07**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **6,637.10**
9. Less Retention Of	**0.48**%	<	$ **331.86**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **6,305.24**

Signature: Mike Hilton

Title: Project Manager

Date: May 10, 2023

DocuSign Envelope ID: 8617AEC3-519A-4A38-A02D-515CDB68B584

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 4
Application Date : 05/10/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100003-21 **Contract : 200100003**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562742134	Wall Protections	52,716.00	0.00	52,716.00	52,716.00	0.00	0.00	52,716.00	100.0%	0.00	0.00
None	000*B20010-00*50*562742135	Fire Accessories	24,363.00	0.00	24,363.00	24,363.00	0.00	0.00	24,363.00	100.0%	0.00	0.00
None	000*B20010-00*50*562742136	Public & BOH Accessories	97,362.00	0.00	97,362.00	92,493.90	0.00	0.00	92,493.90	95.0%	486.81	4,868.10
None	000*B20010-00*50*562742141	Guestroom Accessories	38,351.00	0.00	38,351.00	38,351.00	0.00	0.00	38,351.00	100.0%	0.00	0.00
None	000*B20010-00*50*562742142	Lockers	31,064.00	0.00	31,064.00	27,957.60	3,106.40	0.00	31,064.00	100.0%	155.32	0.00
None	000*B20010-00*50*562742143	Benches	3,121.00	0.00	3,121.00	2,808.90	312.10	0.00	3,121.00	100.0%	15.61	0.00
None	001*B20010-00*50*743274559	Specialties - Div 10	0.00	(3,165.00)	(3,165.00)	(3,165.00)	0.00	0.00	(3,165.00)	100.0%	(158.25)	0.00
None	001*B20010-00*50*743274576	Specialties - Div 10	0.00	(1,389.00)	(1,389.00)	(1,389.00)	0.00	0.00	(1,389.00)	100.0%	(69.45)	0.00
None	002*B20010-00*50*787263261	DEDUCT: (Div 10) - Colleague Locker Bench	0.00	(19,487.00)	(19,487.00)	(19,487.00)	0.00	0.00	(19,487.00)	100.0%	(974.35)	0.00
None	003*B20010-00*50*787277450	ADD: (Div 10) - Door Frame Sidelite Glass	0.00	6,353.41	6,353.41	6,035.74	317.67	0.00	6,353.41	100.0%	317.66	0.00
None	003*B20010-00*50*787277451	ADD: (Div 10) Additional Baby Changing Station Per RFI 354	0.00	13,183.61	13,183.61	12,524.43	659.18	0.00	13,183.61	100.0%	659.18	0.00
None	004*B20010-00*50*787277574	ADD: D10 - Wire Mesh Fence and Gates (Garage, Storage, Amenity)	0.00	31,823.00	31,823.00	31,823.00	0.00	0.00	31,823.00	100.0%	1,591.15	0.00
None	005*B20010-00*50*787290398	Deduct: D10 - Deduct Wire Mesh Fence & Gate	0.00	(31,423.00)	(31,423.00)	(31,423.00)	0.00	0.00	(31,423.00)	100.0%	(1,571.15)	0.00
None	006*B20010-00*50*787308892	ADD: Soap Dispenser (PB-207)	0.00	6,405.00	6,405.00	3,202.50	2,241.75	0.00	5,444.25	85.0%	272.22	960.75
None	007*B20010-00*50*787311110	FFE Installation - (25) Guestroom Mirrors - Non-SurePods Guestrooms	0.00	2,915.00	2,915.00	2,915.00	0.00	0.00	2,915.00	100.0%	145.75	0.00
None	007*B20010-00*50*787311111	FFE Installation - (12) Vanity Install - Non-SurePods)	0.00	7,021.00	7,021.00	7,021.00	0.00	0.00	7,021.00	100.0%	351.05	0.00
		Grand Totals:	**$246,977.00**	**$12,237.02**	**$259,214.02**	**$246,748.07**	**$6,637.10**	**$0.00**	**$253,385.17**	**97.8%**	**$1,221.55**	**$5,828.85**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$246,977.00**	**$12,237.02**	**$259,214.02**	**$246,748.07**	**$6,637.10**	**$0.00**	**$253,385.17**	**97.8%**	**$1,221.55**	**$5,828.85**

DocuSign Envelope ID: 8617AEC3-519A-4A38-A02D-515CDB68B584

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Mike Hilton (NAME) in the position of Project Manager (TITLE)

for DPR Specialties (COMPANY NAME), a Individual (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2023 at Redwood City, California (CITY AND STATE).

Mike Hilton

SIGNATURE

DocuSign Envelope ID: 8617AEC3-519A-4A38-A02D-515CDB68B584

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $6,305.24 payable to DPR Specialties (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10th day of May, 2023

DPR Specialties (Company name)

By Mike Hilton (Signature)

Project Manager (Title)

This instrument was acknowledged before me on the 10th day of May, 2023, by Mike Hilton, Project Manager of DPR Specialties for the consideration herein expressed, on behalf of same.

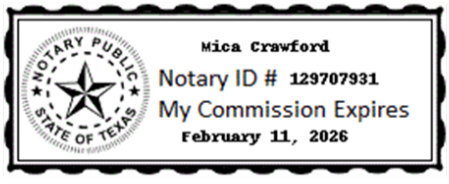
Mica Crawford

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 02/11/26



ISEC Incorporated
$191,054.30
08.09.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**ISEC Incorporated** **6000 Greenwood Plaza Blvd. Suite 200** **Greenwood Village, Colorado 80111**	**Date:**	**May 17, 2023**
		Application Number:	**11**
		Invoice Number:	**200100029-21**
PHONE:	**303-790-1444**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100029**
		Vendor Number: 10014445 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **340,313.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **2,062,890.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **2,403,203.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**86.48**%		$ **2,078,258.90**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **2,078,258.90**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **1,887,204.60**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **191,054.30**
9. Less Retention Of	**5.00**%	<	$ **9,552.72**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **181,501.58**

Signature: Chris Bryan

Title: PM

Date: May 17, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 11
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100029-21 **Contract : 200100029**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Project Management	45,030.00	0.00	45,030.00	44,129.40	0.00	0.00	44,129.40	98.0%	2,206.47	900.60
None		Engineering/Submittals	32,601.00	0.00	32,601.00	32,601.00	0.00	0.00	32,601.00	100.0%	1,630.05	0.00
None		Mobilization	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	250.00	0.00
None		Demobilization	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.0%	0.00	1,000.00
None		Level 2 Trim Labor	2,576.00	0.00	2,576.00	2,576.00	0.00	0.00	2,576.00	100.0%	128.80	0.00
None		Level 2 Trim Material	13,972.00	0.00	13,972.00	13,972.00	0.00	0.00	13,972.00	100.0%	698.60	0.00
None		Level 2 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 2 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 2 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 2 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 3 Trim Labor	2,898.00	0.00	2,898.00	2,898.00	0.00	0.00	2,898.00	100.0%	144.90	0.00
None		Level 3 Trim Material	15,718.00	0.00	15,718.00	15,718.00	0.00	0.00	15,718.00	100.0%	785.90	0.00
None		Level 3 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 3 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 3 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 3 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 4 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 4 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 4 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 4 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 4 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 4 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		Level 5 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 5 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 5 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 5 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 5 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 5 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 6 Trim Labor	3,704.00	0.00	3,704.00	3,704.00	0.00	0.00	3,704.00	100.0%	185.20	0.00
None		Level 6 Trim Material	20,084.00	0.00	20,084.00	20,084.00	0.00	0.00	20,084.00	100.0%	1,004.20	0.00
None		Level 6 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 6 Stone Tops Material	6,358.00	0.00	6,358.00	6,358.00	0.00	0.00	6,358.00	100.0%	317.90	0.00
None		Level 6 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 6 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		Level 7 Trim Labor	3,462.00	0.00	3,462.00	3,462.00	0.00	0.00	3,462.00	100.0%	173.10	0.00
None		Level 7 Trim Material	18,775.00	0.00	18,775.00	18,775.00	0.00	0.00	18,775.00	100.0%	938.75	0.00
None		Level 7 Stone Tops Labor	1,154.00	0.00	1,154.00	1,154.00	0.00	0.00	1,154.00	100.0%	57.70	0.00
None		Level 7 Stone Tops Material	8,765.00	0.00	8,765.00	8,765.00	0.00	0.00	8,765.00	100.0%	438.25	0.00
None		Level 7 Casework Labor	1,191.00	0.00	1,191.00	1,191.00	0.00	0.00	1,191.00	100.0%	59.55	0.00
None		Level 7 Casework Material	5,545.00	0.00	5,545.00	5,545.00	0.00	0.00	5,545.00	100.0%	277.25	0.00
None		PS Trim and Paneling Labor	7,225.00	0.00	7,225.00	5,780.00	722.50	0.00	6,502.50	90.0%	325.14	722.50
None		PS Trim and Paneling Material	14,276.00	0.00	14,276.00	11,420.80	1,427.60	0.00	12,848.40	90.0%	642.42	1,427.60
None		PS Stone Tops Labor	1,052.00	0.00	1,052.00	841.60	157.80	0.00	999.40	95.0%	49.97	52.60
None		PS Stone Tops Material	1,568.00	0.00	1,568.00	1,568.00	0.00	0.00	1,568.00	100.0%	78.40	0.00
None		PS Casework Labor	3,810.00	0.00	3,810.00	3,048.00	381.00	0.00	3,429.00	90.0%	171.45	381.00
None		PS Casework Material	12,091.00	0.00	12,091.00	9,672.80	1,209.10	0.00	10,881.90	90.0%	544.08	1,209.10
None		K1	90,975.00	0.00	90,975.00	90,975.00	0.00	0.00	90,975.00	100.0%	4,548.75	0.00
None		K2	18,437.00	0.00	18,437.00	18,437.00	0.00	0.00	18,437.00	100.0%	921.85	0.00
None		K3 ADA	5,739.00	0.00	5,739.00	5,739.00	0.00	0.00	5,739.00	100.0%	286.95	0.00
None		K4	1,467.00	0.00	1,467.00	1,467.00	0.00	0.00	1,467.00	100.0%	73.35	0.00
None		K5 ADA	5,739.00	0.00	5,739.00	5,739.00	0.00	0.00	5,739.00	100.0%	286.95	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		K6	6,603.00	0.00	6,603.00	6,603.00	0.00	0.00	6,603.00	100.0%	330.15	0.00
None		QQ1	64,532.00	0.00	64,532.00	64,532.00	0.00	0.00	64,532.00	100.0%	3,226.60	0.00
None		QQ2	3,668.00	0.00	3,668.00	3,668.00	0.00	0.00	3,668.00	100.0%	183.40	0.00
None		QQ3 ADA	15,799.00	0.00	15,799.00	15,799.00	0.00	0.00	15,799.00	100.0%	789.95	0.00
None		QQ4 ADA	2,869.00	0.00	2,869.00	2,869.00	0.00	0.00	2,869.00	100.0%	143.45	0.00
None		QQ5	6,146.00	0.00	6,146.00	6,146.00	0.00	0.00	6,146.00	100.0%	307.30	0.00
None		ES1	14,521.00	0.00	14,521.00	14,521.00	0.00	0.00	14,521.00	100.0%	726.05	0.00
None		ES2	14,521.00	0.00	14,521.00	14,521.00	0.00	0.00	14,521.00	100.0%	726.05	0.00
None		PS1	70,696.00	0.00	70,696.00	55,348.00	4,743.60	0.00	60,091.60	85.0%	3,004.58	10,604.40
None		Shop Drawings	18,601.00	0.00	18,601.00	18,601.00	0.00	0.00	18,601.00	100.0%	930.05	0.00
None	001*B20010-00*50*74327244	Millwork - ISEC	0.00	152,428.00	152,428.00	135,307.00	1,878.20	0.00	137,185.20	90.0%	6,859.26	15,242.80
None	001*B20010-00*50*74327244	Millwork - ISEC	0.00	1,600,375.00	1,600,375.00	1,133,353.00	178,954.50	0.00	1,312,307.50	82.0%	65,615.38	288,067.50
None	002*B20010-00*50*74327595	Millwork - ISEC	(340,313.00)	340,313.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	003*B20010-00*50*78726103	DEDUCT: 3-Meal Ceiling Pre-Fab ilo ISEC Stick Build	0.00	(44,893.00)	(44,893.00)	(44,893.00)	0.00	0.00	(44,893.00)	100.0%	(2,244.65)	0.00
None	004*B20010-00*50*78726103	DEDUCT: Removal of Kitchen Rear Countertop by ISEC (By Mission)	0.00	(8,725.00)	(8,725.00)	(8,725.00)	0.00	0.00	(8,725.00)	100.0%	(436.25)	0.00
None	005*B20010-00*50*78726297	ADD: (ISEC) - Colleague Locker Bench	0.00	19,487.00	19,487.00	19,487.00	0.00	0.00	19,487.00	100.0%	974.35	0.00
None	006*B20010-00*50*78727965	DEDUCT: (ISEC): Credit Vanity w/ Baby Changing Station Change	0.00	(3,011.00)	(3,011.00)	(3,011.00)	0.00	0.00	(3,011.00)	100.0%	(150.55)	0.00
None	007*B20010-00*50*78730887	ADD: ISEC - MT-230 Market Shelving Finish Revision	0.00	1,580.00	1,580.00	0.00	1,580.00	0.00	1,580.00	100.0%	79.00	0.00
None	008*B20010-00*50*78731109	ADD: ISEC - Fridge Opening Filler Panels & Base Infill	0.00	5,336.00	5,336.00	0.00	0.00	0.00	0.00	0.0%	0.00	5,336.00
		Grand Totals:	**$340,313.00**	**$2,062,890.00**	**$2,403,203.00**	**$1,887,204.60**	**$191,054.30**	**$0.00**	**$2,078,258.90**	**86.5%**	**$103,912.95**	**$324,944.10**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$340,313.00**	**$2,062,890.00**	**$2,403,203.00**	**$1,887,204.60**	**$191,054.30**	**$0.00**	**$2,078,258.90**	**86.5%**	**$103,912.95**	**$324,944.10**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Chris Bryan (NAME) in the position of PM (TITLE)

for ISEC Incorporated (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment
Impact Stone	Stone and Solid Surface Tops	$27,269.00	$118,807.00

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at Greenwood Village, Colorado (CITY AND STATE).

Chris Bryan

SIGNATURE

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $181,501.58 payable to ISEC Incorporated (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

ISEC Incorporated (Company name)

By Chris Bryan (Signature)

PM (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by Chris Bryan, PM of ISEC Incorporated for the consideration herein expressed, on behalf of same.

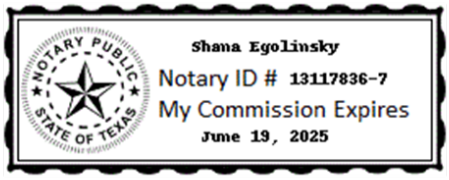
Shana Egolinsky

Notary Public in and for the

STATE OF TEXAS

COUNTY OF KENDALL

MY COMM. EXP. 06/19/25



08.14.50
$101,945
Architectural Floors (Allstate SDI Claim)

Note, CCV on "Continuation Sheet" Does not match G702/3 due to the new contract required to Allstate as per the SDI Claim. The original amount of Allstate's Contract is reflected in the G702/3 SOV.

Allstate CCV = $1,284,140

Architectural Floors = $1,355,834

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: Architectural Floors, Inc.
1803 Allen Parkway
Houston, Texas 77019

PHONE: 713-627-2112

TO: DPR Construction, A General Partnership
3200 Southwest Freeway Suite 1550
Houston, Texas 77027

Date: May 09, 2023
Application Number: 6
Invoice Number: 20010-ZSD-001-21

Project Name: CITY OF CONROE - Conroe Hotel and Convention Ctr
Job Number: D3-B20010-00
Subcontract Number: 20010-ZSD-001

Vendor Number: 10035300
(Use Only)

Type of Work: **Flooring**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount		$	1,344,885.79
2. Approved Subcontract Changes (Attach Change Order)		$	10,948.26
3. Total Revised Subcontract Amount (Line 1 + Line 2)		$	1,355,834.05

Payment Application Summary:

4. Value of Work Completed To Date:	100.00%		$	1,355,834.05
5. Value of Stored Materials:			$	0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):			$	1,355,834.05
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$	1,253,888.63>
8. Total Gross Earned This Month (Line 6 - Line 7):			$	101,945.42
9. Less Retention Of	10.00%	<	$	10,194.54>
10. Amount of This Payment Application (Line 8 - Line 9):			$	91,750.88

Signature: Zach Landt

Title: Project Manager

Date: May 09, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Invoice # : 20010-ZSD-001-21

Contract : 20010-ZSD-001

Contract: Flooring

Application No. : 6
Application Date : 05/09/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	001*B20010-ZSD*50*787273622	ZSD - Expediting Cost - Porcelanosa	0.00	2,395.00	2,395.00	2,395.00	0.00	0.00	2,395.00	100.0%	239.50	0.00
None	001*B20010-ZSD*50*787273623	ZSD - Floor Prep thru 1.16.23	0.00	22,607.00	22,607.00	22,607.00	0.00	0.00	22,607.00	100.0%	2,260.70	0.00
None	002*B20010-ZSD*50*787273888	Deduct costs for material deposits paid by Allstate	0.00	(77,214.74)	(77,214.74)	(77,214.74)	0.00	0.00	(77,214.74)	100.0%	(7,721.47)	0.00
None	003*B20010-ZSD*50*787290928	ADD: Floor prep from 1.17.23 to 3.1.223	0.00	28,818.00	28,818.00	0.00	28,818.00	0.00	28,818.00	100.0%	2,881.80	0.00
None	003*B20010-ZSD*50*787290929	ADD: Thorntree materials expediting	0.00	4,660.00	4,660.00	0.00	4,660.00	0.00	4,660.00	100.0%	466.00	0.00
None	004*B20010-ZSD*50*787309402	ZSD: Arch Floors March Floor Prep 3.15 thru 4.6.23	0.00	10,377.00	10,377.00	0.00	10,377.00	0.00	10,377.00	100.0%	1,037.70	0.00
None	005*B20010-ZSD*50*787309481	ADD: RFI 423 - Restaurant Exhibit Kitchen Discrepancies	0.00	3,375.00	3,375.00	0.00	3,375.00	0.00	3,375.00	100.0%	337.50	0.00
None	006*B20010-ZSD*50*787311198	ADD: LVT Replacement Due to OFCI Material Defects	0.00	15,931.00	15,931.00	0.00	15,931.00	0.00	15,931.00	100.0%	1,593.10	0.00
None	101	L1 - Admin RR's, Lockers, 2 BOH RR's Labor	25,444.91	0.00	25,444.91	25,444.91	0.00	0.00	25,444.91	100.0%	2,544.49	0.00
None	102	L1 - Admin RR's, Lockers, 2 BOH RR's Materials	55,076.96	0.00	55,076.96	55,076.96	0.00	0.00	55,076.96	100.0%	5,507.70	0.00
None	103	L1 - Back of House - Rubber Base	9,805.50	0.00	9,805.50	9,805.50	0.00	0.00	9,805.50	100.0%	980.55	0.00
None	104	L1 - Back of House - VCT Installation	36,461.70	0.00	36,461.70	36,461.70	0.00	0.00	36,461.70	100.0%	3,646.17	0.00
None	105	L1 - Bar Tile Labor	2,399.96	0.00	2,399.96	2,399.96	0.00	0.00	2,399.96	100.0%	240.00	0.00
None	106	L1 - Bar Tile Materials	2,641.97	0.00	2,641.97	2,641.97	0.00	0.00	2,641.97	100.0%	264.20	0.00
None	107	L1 - Café Tile Labor	4,392.38	0.00	4,392.38	4,392.38	0.00	0.00	4,392.38	100.0%	439.24	0.00
None	108	L1 - Café Tile Materials	25,692.40	0.00	25,692.40	25,692.40	0.00	0.00	25,692.40	100.0%	2,569.24	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	109	L1 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	110	L1 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	111	L1 - Lobby Tile Installation	71,747.61	0.00	71,747.61	44,483.52	27,264.09	0.00	71,747.61	100.0%	7,174.76	0.00
None	112	L1 - Lobby Tile Materials	115,203.31	0.00	115,203.31	103,682.98	11,520.33	0.00	115,203.31	100.0%	11,520.33	0.00
None	113	L1 - Office Carpet Installation	3,269.00	0.00	3,269.00	3,269.00	0.00	0.00	3,269.00	100.0%	326.90	0.00
None	114	L1 - Owner Supplied CPT Installation	47,463.86	0.00	47,463.86	47,463.86	0.00	0.00	47,463.86	100.0%	4,746.39	0.00
None	115	L1 - Public Restrooms Labor	54,322.32	0.00	54,322.32	54,322.32	0.00	0.00	54,322.32	100.0%	5,432.23	0.00
None	116	L1 - Public Restrooms Materials	76,260.18	0.00	76,260.18	76,260.18	0.00	0.00	76,260.18	100.0%	7,626.02	0.00
None	117	L1 - Restaurant Tile Labor	37,944.80	0.00	37,944.80	37,944.80	0.00	0.00	37,944.80	100.0%	3,794.48	0.00
None	118	L1 - Restaurant Tile Materials	32,512.49	0.00	32,512.49	32,512.49	0.00	0.00	32,512.49	100.0%	3,251.24	0.00
None	119	L1 - Rubber Base Materials and Installation	600.87	0.00	600.87	600.87	0.00	0.00	600.87	100.0%	60.09	0.00
None	120	L2 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	121	L2 - Guestroom Thresholds Installation	3,236.09	0.00	3,236.09	3,236.09	0.00	0.00	3,236.09	100.0%	323.61	0.00
None	122	L2 - Guestroom Thresholds Materials / Fabrication	15,150.78	0.00	15,150.78	15,150.78	0.00	0.00	15,150.78	100.0%	1,515.08	0.00
None	123	L2 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	124	L2 - Fitness Materials and Installation	60,690.00	0.00	60,690.00	60,690.00	0.00	0.00	60,690.00	100.0%	6,069.00	0.00
None	125	L2 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	126	L2 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	127	L2 - Lobby Installation	2,593.38	0.00	2,593.38	2,593.38	0.00	0.00	2,593.38	100.0%	259.34	0.00
None	128	L2 - Lobby Tile Materials	4,107.86	0.00	4,107.86	4,107.86	0.00	0.00	4,107.86	100.0%	410.78	0.00
None	129	L2 - Owner Supplied CPT Installation	13,146.99	0.00	13,146.99	13,146.99	0.00	0.00	13,146.99	100.0%	1,314.70	0.00
None	130	L2 - Owner Supplied LVT Installation	18,902.72	0.00	18,902.72	18,902.72	0.00	0.00	18,902.72	100.0%	1,890.27	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	131	L2 - Public Restrooms Labor	6,359.33	0.00	6,359.33	6,359.33	0.00	0.00	6,359.33	100.0%	635.93	0.00
None	132	L2 - Public Restrooms Materials	8,884.83	0.00	8,884.83	8,884.83	0.00	0.00	8,884.83	100.0%	888.48	0.00
None	133	L2 - Rubber Base Materials and Installation	20,587.13	0.00	20,587.13	20,587.13	0.00	0.00	20,587.13	100.0%	2,058.71	0.00
None	134	L3 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	135	L3 - Guestroom Thresholds Installation	2,719.98	0.00	2,719.98	2,719.98	0.00	0.00	2,719.98	100.0%	272.00	0.00
None	136	L3 - Guestroom Thresholds Materials / Fabrication	12,734.44	0.00	12,734.44	12,734.44	0.00	0.00	12,734.44	100.0%	1,273.44	0.00
None	137	L3 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	138	L3 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	139	L3 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	140	L3 - Owner Supplied CPT Installation	4,446.47	0.00	4,446.47	4,446.47	0.00	0.00	4,446.47	100.0%	444.65	0.00
None	141	L3 - Owner Supplied LVT Installation	21,344.62	0.00	21,344.62	21,344.62	0.00	0.00	21,344.62	100.0%	2,134.46	0.00
None	142	L3 - Rubber Base Materials and Installation	21,791.29	0.00	21,791.29	21,791.29	0.00	0.00	21,791.29	100.0%	2,179.13	0.00
None	143	L4 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	144	L4 - Guestroom Thresholds Installation	3,982.88	0.00	3,982.88	3,982.88	0.00	0.00	3,982.88	100.0%	398.28	0.00
None	145	L4 - Guestroom Thresholds Materials / Fabrication	18,647.14	0.00	18,647.14	18,647.14	0.00	0.00	18,647.14	100.0%	1,864.71	0.00
None	146	L4 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	147	L4 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	148	L4 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	149	L4 - Owner Supplied CPT Installation	4,446.47	0.00	4,446.47	4,446.47	0.00	0.00	4,446.47	100.0%	444.65	0.00
None	150	L4 - Owner Supplied LVT Installation	26,588.67	0.00	26,588.67	26,588.67	0.00	0.00	26,588.67	100.0%	2,658.87	0.00

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None	151	L4 - Rubber Base Materials and Installation	25,482.69	0.00	25,482.69	25,482.69	0.00	0.00	25,482.69	100.0%	2,548.26	0.00
None	152	L5 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	153	L5 - Guestroom Thresholds Installation	3,982.88	0.00	3,982.88	3,982.88	0.00	0.00	3,982.88	100.0%	398.28	0.00
None	154	L5 - Guestroom Thresholds Materials / Fabrication	18,647.14	0.00	18,647.14	18,647.14	0.00	0.00	18,647.14	100.0%	1,864.71	0.00
None	155	L5 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	156	L5 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	157	L5 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	158	L5 - Owner Supplied CPT Installation	4,446.47	0.00	4,446.47	4,446.47	0.00	0.00	4,446.47	100.0%	444.65	0.00
None	159	L5 - Owner Supplied LVT Installation	26,645.98	0.00	26,645.98	26,645.98	0.00	0.00	26,645.98	100.0%	2,664.60	0.00
None	160	L5 - Rubber Base Materials and Installation	25,482.69	0.00	25,482.69	25,482.69	0.00	0.00	25,482.69	100.0%	2,548.26	0.00
None	161	L6 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	162	L6 - Guestroom Thresholds Installation	3,982.88	0.00	3,982.88	3,982.88	0.00	0.00	3,982.88	100.0%	398.29	0.00
None	163	L6 - Guestroom Thresholds Materials / Fabrication	18,647.14	0.00	18,647.14	18,647.14	0.00	0.00	18,647.14	100.0%	1,864.71	0.00
None	164	L6 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	165	L6 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	166	L6 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	167	L6 - Owner Supplied CPT Installation	4,446.47	0.00	4,446.47	4,446.47	0.00	0.00	4,446.47	100.0%	444.64	0.00
None	168	L6 - Owner Supplied LVT Installation	26,592.77	0.00	26,592.77	26,592.77	0.00	0.00	26,592.77	100.0%	2,659.27	0.00
None	169	L6 - Rubber Base Materials and Installation	25,482.69	0.00	25,482.69	25,482.69	0.00	0.00	25,482.69	100.0%	2,548.27	0.00

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Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	170	L7 - Elevator Lobby Tile Materials and Installation	3,946.03	0.00	3,946.03	3,946.03	0.00	0.00	3,946.03	100.0%	394.60	0.00
None	171	L7 - Guestroom Thresholds Installation	3,982.88	0.00	3,982.88	3,982.88	0.00	0.00	3,982.88	100.0%	398.29	0.00
None	172	L7 - Guestroom Thresholds Materials / Fabrication	18,647.14	0.00	18,647.14	18,647.14	0.00	0.00	18,647.14	100.0%	1,864.71	0.00
None	173	L7 - Standard Built Restrooms	10,948.79	0.00	10,948.79	10,948.79	0.00	0.00	10,948.79	100.0%	1,094.88	0.00
None	174	L7 - Floor Preparation Allowance	3,174.71	0.00	3,174.71	3,174.71	0.00	0.00	3,174.71	100.0%	317.47	0.00
None	175	L7 - Floor Protection	8,000.00	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	800.00	0.00
None	176	L7 - Owner Supplied CPT Installation	3,859.02	0.00	3,859.02	3,859.02	0.00	0.00	3,859.02	100.0%	385.90	0.00
None	177	L7 - Owner Supplied LVT Installation	28,593.24	0.00	28,593.24	28,593.24	0.00	0.00	28,593.24	100.0%	2,859.32	0.00
None	178	L7 - Presidential Suite Tile Materials and Installation	21,578.51	0.00	21,578.51	21,578.51	0.00	0.00	21,578.51	100.0%	2,157.84	0.00
None	179	L7 - Presidential Suite Wood Materials and Installation	21,259.52	0.00	21,259.52	21,259.52	0.00	0.00	21,259.52	100.0%	2,125.95	0.00
None	180	L7 - Rubber Base Materials and Installation	23,932.50	0.00	23,932.50	23,932.50	0.00	0.00	23,932.50	100.0%	2,393.26	0.00
		Grand Totals:	**$1,344,885.79**	**$10,948.26**	**$1,355,834.05**	**$1,253,888.63**	**$101,945.42**	**$0.00**	**$1,355,834.05**	**100.0%**	**$135,583.33**	**$0.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$1,344,885.79**	**$10,948.26**	**$1,355,834.05**	**$1,253,888.63**	**$101,945.42**	**$0.00**	**$1,355,834.05**	**100.0%**	**$135,583.33**	**$0.00**

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DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Zach Landt (NAME) in the position of Project Manager (TITLE)

for Architectural Floors, Inc. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 09, 2023 at Houston, Texas (CITY AND STATE).

Zach Landt

SIGNATURE

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $91,750.88 payable to Architectural Floors, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: Flooring (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9th day of May, 2023

Architectural Floors, Inc. (Company name)

By Zach Landt (Signature)

Project Manager (Title)

This instrument was acknowledged before me on the 9th day of May, 2023, by Zach Landt, Project Manager of Architectural Floors, Inc. for the consideration herein expressed, on behalf of same.

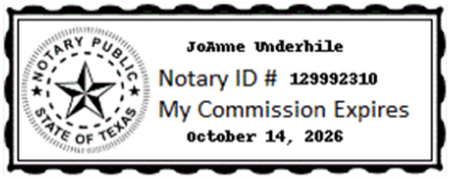
JoAnne Underhile

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 10/14/26



NOTICE:

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

The signer of this document has been paid and has received a progress payment in the sum of $91,750.88 for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: Flooring (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9th day of May, 2023

Architectural Floors, Inc. (Company name)

By _____ (Signature)

Project Manager (Title)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on the 9th day of May, 2023, by Zach Landt, Project Manager of Architectural Floors, Inc. for the consideration herein expressed, on behalf of same.

_____

Notary Public in and for the

STATE OF

COUNTY OF

MY COMM. EXP.

Triumph Signs and Consulting I
$288,840.90
08.21.50

DocuSign Envelope ID: 7F0D8B0D-2FE0-426E-AD68-C0E13366019F

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Triumph Signs and Consulting Inc.** **480 Milford Parkway** **Milford, Ohio 45150**	**Date:** **Application Number:** **Invoice Number:**	**May 09, 2023** **1** **200100040-21**
PHONE:	**5135768090**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100040**
		Vendor Number: 10111212 (Use Only)	

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **304,280.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **(4,963.00)**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **299,317.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**96.50**%		$ **288,840.90**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **288,840.90**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **0.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **288,840.90**
9. Less Retention Of	**5.00**%	<	$ **14,442.04**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **274,398.86**

Signature: Joe Yanes

Title: National Sales

Date: May 09, 2023

DocuSign Envelope ID: 7F0D8B0D-2FE0-426E-AD68-C0E13366019F

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 1
Application Date : 05/09/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100040-21 **Contract : 200100040**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*743285645	Interior Signage	122,319.00	0.00	122,319.00	0.00	118,037.84	0.00	118,037.84	96.5%	5,901.89	4,281.16
None	000*B20010-00*50*743285646	Exterior Signage	148,376.00	0.00	148,376.00	0.00	143,182.84	0.00	143,182.84	96.5%	7,159.14	5,193.16
None	000*B20010-00*50*743285647	Garage Signage	33,585.00	0.00	33,585.00	0.00	32,409.52	0.00	32,409.52	96.5%	1,620.48	1,175.48
None	001*B20010-00*50*787310566	ADD: ERROR - Triumph/Trio - Signage LV Infrastructure Pathways - Additive Error	0.00	5,016.00	5,016.00	0.00	4,840.44	0.00	4,840.44	96.5%	242.02	175.56
None	001*B20010-00*50*787310567	ADD: CORRECTION - Triumph/Trio - Signage LV Infrastructure Pathways	0.00	(10,032.00)	(10,032.00)	0.00	(9,680.88)	0.00	(9,680.88)	96.5%	(484.04)	(351.12)
None	001*B20010-00*50*787310568	DEDUCT: SurePods/Triumph/RM - Wall Covering Repairs	0.00	(1,125.00)	(1,125.00)	0.00	(1,085.62)	0.00	(1,085.62)	96.5%	(54.28)	(39.38)
None	002*B20010-00*50*787311045	ADD: Revised Restaurant Sign - iB-01 (Product): Restaurant ID Sign	0.00	750.00	750.00	0.00	723.75	0.00	723.75	96.5%	36.19	26.25
None	002*B20010-00*50*787311046	ADD: Revised Restaurant Sign - iB-01 (Installation): Restaurant ID Sign	0.00	1,250.00	1,250.00	0.00	1,206.25	0.00	1,206.25	96.5%	60.31	43.75
None	002*B20010-00*50*787311047	DEDUCT: Material Credit for original signage included in base bid.	0.00	(179.00)	(179.00)	0.00	(172.74)	0.00	(172.74)	96.5%	(8.64)	(6.26)
None	002*B20010-00*50*787311048	DEDUCT: Installation Credit for original signage included in base bid.	0.00	(643.00)	(643.00)	0.00	(620.50)	0.00	(620.50)	96.5%	(31.03)	(22.50)
		Grand Totals:	**$304,280.00**	**$(4,963.00)**	**$299,317.00**	**$0.00**	**$288,840.90**	**$0.00**	**$288,840.90**	**96.5%**	**$14,442.04**	**$10,476.10**

DocuSign Envelope ID: 7F0D8B0D-2FE0-426E-AD68-C0E13366019F

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$304,280.00**	**$(4,963.00)**	**$299,317.00**	**$0.00**	**$288,840.90**	**$0.00**	**$288,840.90**	**96.5%**	**$14,442.04**	**$10,476.10**

DocuSign Envelope ID: 7F0D8B0D-2FE0-426E-AD68-C0E13366019F

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Joe Yanes (NAME) in the position of National Sales (TITLE)

for Triumph Signs and Consulting Inc. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 09, 2023 at Milford, Ohio (CITY AND STATE).

Joe Yanes

SIGNATURE

DocuSign Envelope ID: 7F0D8B0D-2FE0-426E-AD68-C0E13366019F

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $274,398.86 payable to Triumph Signs and Consulting Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9th day of May, 2023

Triumph Signs and Consulting Inc. (Company name)

By Joe Yanes (Signature)

National Sales (Title)

This instrument was acknowledged before me on the 9th day of May, 2023, by Joe Yanes, National Sales of Triumph Signs and Consulting Inc. for the consideration herein expressed, on behalf of same.

Sharon Iker

Notary Public in and for the

STATE OF OHIO

COUNTY OF CLERMONT

MY COMM. EXP. 06/30/23



Sharon Iker
My Commission Expires
June 30, 2023

KONE
$47,302.00
09.02.50

DocuSign Envelope ID: 15A726A5-8141-4097-93C0-A20AF2A26906

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: KONE Inc.
One Kone Court
MOLINE, Illinois 61265

PHONE: 309-743-5395

TO: DPR Construction, A General Partnership
3200 Southwest Freeway Suite 1550
Houston, Texas 77027

Date: May 17, 2023
Application Number: 8
Invoice Number: 200100026-21

Project Name: CITY OF CONROE - Conroe Hotel and Convention Ctr
Job Number: D3-B20010-00
Subcontract Number: 200100026

Vendor Number: 10015744
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount		$	651,546.00
2. Approved Subcontract Changes (Attach Change Order)		$	297,938.00
3. Total Revised Subcontract Amount (Line 1 + Line 2)		$	949,484.00

Payment Application Summary:

4. Value of Work Completed To Date:	96.84%	$	919,484.00
5. Value of Stored Materials:		$	0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):		$	919,484.00
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		< $	872,182.00>
8. Total Gross Earned This Month (Line 6 - Line 7):		$	47,302.00
9. Less Retention Of	5.00%	< $	2,365.10>
10. Amount of This Payment Application (Line 8 - Line 9):		$	44,936.90

Signature: Patti Portner

Title: Asst Treasurer

Date: May 17, 2023

DocuSign Envelope ID: 15A726A5-8141-4097-93C0-A20AF2A26906

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 8
Application Date : 05/17/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100026-21 **Contract : 200100026**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*40*562754872	Allowance - Temporary elevator usage	38,500.00	0.00	38,500.00	21,000.00	17,500.00	0.00	38,500.00	100.0%	1,925.00	0.00
None	000*B20010-00*40*562754879	Allowance - Elevator refurbishment from temp usage	30,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.0%	0.00	30,000.00
None	000*B20010-00*50*562754856	A-SE #1 - Service Elevator #1 - 5000#/350FPM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562754856	Engineering SE1	50,100.00	0.00	50,100.00	50,100.00	0.00	0.00	50,100.00	100.0%	2,505.00	0.00
None	000*B20010-00*50*562754856	Material SE1	83,500.00	0.00	83,500.00	83,500.00	0.00	0.00	83,500.00	100.0%	4,175.00	0.00
None	000*B20010-00*50*562754856	Installation Labor SE1	33,400.00	0.00	33,400.00	30,060.00	3,340.00	0.00	33,400.00	100.0%	1,670.00	0.00
None	000*B20010-00*50*562754857	A-PE #1 - Passenger Elevator #1 - 3500#/350FPM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562754857	Engineering PE1	58,500.00	0.00	58,500.00	58,500.00	0.00	0.00	58,500.00	100.0%	2,925.00	0.00
None	000*B20010-00*50*562754857	Material PE1	97,500.00	0.00	97,500.00	97,500.00	0.00	0.00	97,500.00	100.0%	4,875.00	0.00
None	000*B20010-00*50*562754857	Installation Labor PE1	39,000.00	0.00	39,000.00	35,100.00	3,900.00	0.00	39,000.00	100.0%	1,950.00	0.00
None	000*B20010-00*50*562754858	A-PE #2 - Passenger Elevator #2 - 3500#/350FPM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562754858	Engineering PE2	57,600.00	0.00	57,600.00	57,600.00	0.00	0.00	57,600.00	100.0%	2,880.00	0.00
None	000*B20010-00*50*562754858	Material PE2	96,000.00	0.00	96,000.00	96,000.00	0.00	0.00	96,000.00	100.0%	4,800.00	0.00
None	000*B20010-00*50*562754858	Installation labor PE2	38,400.00	0.00	38,400.00	34,560.00	3,840.00	0.00	38,400.00	100.0%	1,920.00	0.00
None	000*B20010-00*50*562754870	Engineering ONLY: PE #3 - Passenger Elevator #3 - 3500#/350FPM	3,800.00	0.00	3,800.00	3,800.00	0.00	0.00	3,800.00	100.0%	190.00	0.00
None	000*B20010-00*50*562754871	Price Factory Adjustment	25,246.00	0.00	25,246.00	25,246.00	0.00	0.00	25,246.00	100.0%	1,262.30	0.00
None	001*B20010-00*50*562822653	Garage Elevator 1	0.00	101,670.00	101,670.00	93,536.00	8,134.00	0.00	101,670.00	100.0%	5,083.50	0.00
None	001*B20010-00*50*562822654	Passenger Elevator 3	0.00	188,200.00	188,200.00	169,380.00	18,820.00	0.00	188,200.00	100.0%	9,410.00	0.00
None	002*B20010-00*50*743259330	Kone - PE3 Engineering	0.00	3,800.00	3,800.00	3,800.00	0.00	0.00	3,800.00	100.0%	190.00	0.00

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	003*B20010-00*50*74327920	Elevators - Kone - Custom Interiors PS1-3	0.00	4,000.00	4,000.00	4,000.00	0.00	0.00	4,000.00	100.0%	200.00	0.00
None	004*B20010-00*50*74331500	DEDUCT: Temporary Elevator Refurbishment Allowance Reduction	0.00	(18,500.00)	(18,500.00)	0.00	(18,500.00)	0.00	(18,500.00)	100.0%	(925.00)	0.00
None	005*B20010-00*50*78724991	ADD: Kone - L3 Service Elevator Entrance Modification Due to Structural Beam	0.00	8,500.00	8,500.00	8,500.00	0.00	0.00	8,500.00	100.0%	425.00	0.00
None	006*B20010-00*50*78730631	DEDUCT: GE1 Storage Fee	0.00	4,968.00	4,968.00	0.00	4,968.00	0.00	4,968.00	100.0%	248.40	0.00
None	006*B20010-00*50*78730632	ADD: Elevator Operator Time - DPR DW Fire Caulk	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	100.0%	60.00	0.00
None	006*B20010-00*50*78730632	ADD: Kone OT for Passenger Elevator (1/7 and 1/8)	0.00	4,320.00	4,320.00	0.00	4,320.00	0.00	4,320.00	100.0%	216.00	0.00
None	006*B20010-00*50*78730632	ADJUSTMENT: Kone OT for Passenger Elevator (1/7 and 1/8)	0.00	(220.00)	(220.00)	0.00	(220.00)	0.00	(220.00)	100.0%	(11.00)	0.00
		Grand Totals:	**$651,546.00**	**$297,938.00**	**$949,484.00**	**$872,182.00**	**$47,302.00**	**$0.00**	**$919,484.00**	**96.8%**	**$45,974.20**	**$30,000.00**

DocuSign Envelope ID: 15A726A5-8141-4097-93C0-A20AF2A26906

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$651,546.00**	**$297,938.00**	**$949,484.00**	**$872,182.00**	**$47,302.00**	**$0.00**	**$919,484.00**	**96.8%**	**$45,974.20**	**$30,000.00**

DocuSign Envelope ID: 15A726A5-8141-4097-93C0-A20AF2A26906

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Patti Portner (NAME) in the position of Asst Treasurer (TITLE)

for KONE Inc. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2023 at MOLINE, Illinois (CITY AND STATE).

Patti Portner

SIGNATURE

DocuSign Envelope ID: 15A726A5-8141-4097-93C0-A20AF2A26906

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $44,936.90 payable to KONE Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 17th day of May, 2023

KONE Inc. (Company name)

By Patti Portner (Signature)

Asst Treasurer (Title)

This instrument was acknowledged before me on the 17th day of May, 2023, by Patti Portner, Asst Treasurer of KONE Inc. for the consideration herein expressed, on behalf of same.

Kelly Armetta

Notary Public in and for the

STATE OF ILLINOIS

COUNTY OF ROCK ISLAND

MY COMM. EXP. 07/15/26

Pro-Bel Enterprises Limited
$2,500.00
10.02.50

DocuSign Envelope ID: 58836EDE-883F-4B63-9A8D-30D2AF46208F

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Pro-Bel Enterprises Limited** **765 Westney Road South** **Ajax, Ontario L1S 6W1**	**Date:** **Application Number:** **Invoice Number:**	**May 10, 2023** **2** **2001000041-21**
PHONE:	**800-461-0575**	**Project Name:** **Job Number:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr** **D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**2001000041**

Vendor Number: 10024958
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **52,000.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **2,500.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **54,500.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**100.00**%		$ **54,500.00**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **54,500.00**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **52,000.00**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **2,500.00**
9. Less Retention Of	**5.00**%	<	$ **125.00**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **2,375.00**

Signature: Gary Feldman

Title: Vice President Finance

Date: May 10, 2023

DocuSign Envelope ID: 58836EDE-883F-4B63-9A8D-30D2AF46208F

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 2
Application Date : 05/10/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 2001000041-21 **Contract : 2001000041**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*74329498	OSHA Testing	15,370.00	0.00	15,370.00	15,370.00	0.00	0.00	15,370.00	100.0%	768.50	0.00
None	000*B20010-00*50*74329498	System Layout Design & Engineering	36,630.00	0.00	36,630.00	36,630.00	0.00	0.00	36,630.00	100.0%	1,831.50	0.00
None	001*B20010-00*50*78731082	ADD: Probel Re-Testing for (2) Missing Davits	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	100.0%	125.00	0.00
None	002*B20010-00*50*78731393	Full and Final Change Order - Pro-bel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
		Grand Totals:	**$52,000.00**	**$2,500.00**	**$54,500.00**	**$52,000.00**	**$2,500.00**	**$0.00**	**$54,500.00**	**100.0%**	**$2,725.00**	**$0.00**

DocuSign Envelope ID: 58836EDE-883F-4B63-9A8D-30D2AF46208F

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$52,000.00**	**$2,500.00**	**$54,500.00**	**$52,000.00**	**$2,500.00**	**$0.00**	**$54,500.00**	**100.0%**	**$2,725.00**	**$0.00**

DocuSign Envelope ID: 58836EDE-883F-4B63-9A8D-30D2AF46208F

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Gary Feldman (NAME) in the position of Vice President Finance (TITLE)

for Pro-Bel Enterprises Limited (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment
American Mobile Welding	Load Testing & Demo	$4,100.00	$0.00

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2023 at Ajax, Ontario (CITY AND STATE).

Gary Feldman

SIGNATURE

DocuSign Envelope ID: 58836EDE-883F-4B63-9A8D-30D2AF46208F

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $2,375.00 payable to Pro-Bel Enterprises Limited (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10th day of May, 2023

Pro-Bel Enterprises Limited (Company name)

By Gary Feldman (Signature)

Vice President Finance (Title)

This instrument was acknowledged before me on the 10th day of May, 2023, by Gary Feldman, Vice President Finance of Pro-Bel Enterprises Limited for the consideration herein expressed, on behalf of same.

Trish Parro

Notary Public in and for the

STATE OF ONTARIO

COUNTY OF AJAX

MY COMM. EXP. 12/30/24

North star Fire Protection of T
$35,681.28
12.01.50

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DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Shambaugh & Son, LP. dba Northstar Fire Protection of Texas** **11727 S. Sam Houston Pkwy W. Ste. D** **Houston, Texas 77031**	**Date:** **Application Number:** **Invoice Number:**	**May 10, 2023** **15** **200100018-21**
PHONE:	**8324488000**	**Project Name:** **Job Number:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr** **D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:** **Vendor Number: 10097037** (Use Only)	**200100018**

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ 775,000.00
2. Approved Subcontract Changes (Attach Change Order)			$ 33,706.00
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ 808,706.00

Payment Application Summary:

4. Value of Work Completed To Date:	98.60%		$ 797,406.00
5. Value of Stored Materials:			$ 0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ 797,406.00
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ 761,724.72>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ 35,681.28
9. Less Retention Of	5.00%	<	$ 1,784.06>
10. Amount of This Payment Application (Line 8 - Line 9):			$ 33,897.22

Signature: Amber Lynn Mavridis

Title: Office Manager

DocuSign Envelope ID: 4EEE0F66-60A1-4DDA-9F5B-4E8AAD73F8AF

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 15
Application Date : 05/10/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100018-21 **Contract : 200100018**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562751848 Hotel - Labor	Hotel Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562751849 Convention Center - Labor	Convention Center Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562751850 Garage - Labor	Garage Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562751855 Material	Material	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562751856 BIM Coordination	BIM Coordination	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-00*50*562780611	Fire Protection - NS - Deduct fire lead-in assembly	0.00	(5,315.00)	(5,315.00)	(5,315.00)	0.00	0.00	(5,315.00)	100.0%	(265.75)	0.00
None	002*B20010-00*50*562822855	ADD: Furnish and install all labor, material, equipment, mark-up, testing, permit, shop drawings, misc equipment, piping, heads, brackets, hangers, coordination, and clean-up as required to provide ad	0.00	41,203.00	41,203.00	24,721.80	16,481.20	0.00	41,203.00	100.0%	2,060.15	0.00
None	003*B20010-00*50*787308682	Deduct: Sprinkler Head Relocation @ 3-Meal	0.00	(2,182.00)	(2,182.00)	0.00	(2,182.00)	0.00	(2,182.00)	100.0%	(109.10)	0.00
None	1001	Level 1 Labor	33,389.14	0.00	33,389.14	28,380.77	5,008.37	0.00	33,389.14	100.0%	1,669.45	0.00
None	1002	Level 2 Labor	33,389.14	0.00	33,389.14	30,050.23	3,338.91	0.00	33,389.14	100.0%	1,669.46	0.00
None	1003	Level 3 Labor	33,389.14	0.00	33,389.14	31,719.68	1,669.46	0.00	33,389.14	100.0%	1,669.46	0.00
None	1004	Level 4 Labor	33,389.14	0.00	33,389.14	31,719.68	1,669.46	0.00	33,389.14	100.0%	1,669.45	0.00
None	1005	Level 5 Labor	33,389.14	0.00	33,389.14	31,719.68	1,669.46	0.00	33,389.14	100.0%	1,669.45	0.00
None	1006	Level 6 Labor	33,389.14	0.00	33,389.14	31,719.68	1,669.46	0.00	33,389.14	100.0%	1,669.46	0.00
None	1007	Level 7 Labor	33,389.16	0.00	33,389.16	31,719.70	1,669.46	0.00	33,389.16	100.0%	1,669.46	0.00
None	1008	Garage Labor	50,899.00	0.00	50,899.00	50,899.00	0.00	0.00	50,899.00	100.0%	2,544.95	0.00
None	1009	Fire Pump Labor	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	750.00	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	1010	Mobilization	15,625.00	0.00	15,625.00	10,937.50	4,687.50	0.00	15,625.00	100.0%	781.26	0.00
None	1011	Inspection-Commisioning	4,500.00	0.00	4,500.00	2,700.00	0.00	0.00	2,700.00	60.0%	135.00	1,800.00
None	1012	Trim Out	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.0%	0.00	7,500.00
None	1013	Closeouts	2,000.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.0%	0.00	2,000.00
None	1014	Convention Labor	36,919.00	0.00	36,919.00	36,919.00	0.00	0.00	36,919.00	100.0%	1,845.96	0.00
None	1016	Garage Material	70,117.00	0.00	70,117.00	70,117.00	0.00	0.00	70,117.00	100.0%	3,505.85	0.00
None	1017	Level 1 Material	80,252.00	0.00	80,252.00	80,252.00	0.00	0.00	80,252.00	100.0%	4,012.60	0.00
None	1018	Level 2 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.31	0.00
None	1019	Level 3 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.30	0.00
None	1020	Level 4 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.30	0.00
None	1021	Level 5 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.30	0.00
None	1022	Level 6 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.30	0.00
None	1023	Level 7 Material	24,946.00	0.00	24,946.00	24,946.00	0.00	0.00	24,946.00	100.0%	1,247.30	0.00
None	1024	Fire Pump Material	54,250.00	0.00	54,250.00	54,250.00	0.00	0.00	54,250.00	100.0%	2,712.50	0.00
None	1025	BIM	19,375.00	0.00	19,375.00	19,375.00	0.00	0.00	19,375.00	100.0%	968.76	0.00
None	1026	Design	35,163.00	0.00	35,163.00	35,163.00	0.00	0.00	35,163.00	100.0%	1,758.16	0.00
		Grand Totals:	**$775,000.00**	**$33,706.00**	**$808,706.00**	**$761,724.72**	**$35,681.28**	**$0.00**	**$797,406.00**	**98.6%**	**$39,870.34**	**$11,300.00**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$775,000.00**	**$33,706.00**	**$808,706.00**	**$761,724.72**	**$35,681.28**	**$0.00**	**$797,406.00**	**98.6%**	**$39,870.34**	**$11,300.00**

DocuSign Envelope ID: 4EEE0F66-60A1-4DDA-9F5B-4E8AAD73F8AF

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Amber Lynn Mavridis (NAME) in the position of Office Manager (TITLE)

for Shambaugh & Son, LP. dba Northstar Fire Protection of Texas (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2023 at Houston, Texas (CITY AND STATE).

Amber Lynn Mavridis

SIGNATURE

DocuSign Envelope ID: 4EEE0F66-60A1-4DDA-9F5B-4E8AAD73F8AF

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $33,897.22 payable to Shambaugh & Son, LP. dba Northstar Fire Protection of Texas (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10th day of May, 2023

Shambaugh & Son, LP. dba Northstar Fire Protection of Texas (Company name)

By Amber Lynn Mavridis (Signature)

Office Manager (Title)

This instrument was acknowledged before me on the 10th day of May, 2023, by Amber Lynn Mavridis, Office Manager of Shambaugh & Son, LP. dba Northstar Fire Protection of Texas for the consideration herein expressed, on behalf of same.

DocuSign Envelope ID: 4EEE0F66-60A1-4DDA-9F5B-4E8AAD73F8AF

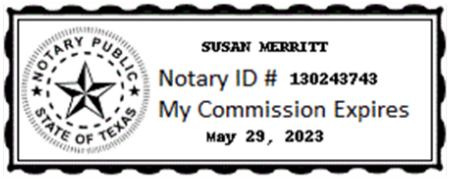
SUSAN MERRITT

Notary Public in and for the

STATE OF TEXAS

COUNTY OF BEXAR

MY COMM. EXP. 05/29/23



Trio Electric, LLC
$201,479.00
14.01.50

DocuSign Envelope ID: FCDA9CA6-DA82-45A1-8B93-4A87F97C3853

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM:	**Trio Electric** **11413 Todd Street** **Houston, Texas 77055**	**Date:** **Application Number:** **Invoice Number:**	**May 11, 2023** **16** **200100007-21**
PHONE:	**713-957-3336**	**Project Name:**	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
		Job Number:	**D3-B20010-00**
TO:	**DPR Construction, A General Partnership** **3200 Southwest Freeway Suite 1550** **Houston, Texas 77027**	**Subcontract Number:**	**200100007**

Vendor Number: 10077835
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount			$ **5,662,770.00**
2. Approved Subcontract Changes (Attach Change Order)			$ **528,815.00**
3. Total Revised Subcontract Amount (Line 1 + Line 2)			$ **6,191,585.00**

Payment Application Summary:

4. Value of Work Completed To Date:	**98.70**%		$ **6,111,011.05**
5. Value of Stored Materials:			$ **0.00**
6. Total Completed and Stored to Date (Line 4 + Line 5):			$ **6,111,011.05**
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		<	$ **5,909,532.05**>
8. Total Gross Earned This Month (Line 6 - Line 7):			$ **201,479.00**
9. Less Retention Of	**5.00**%	<	$ **10,073.95**>
10. Amount of This Payment Application (Line 8 - Line 9):			$ **191,405.05**

Signature: Carrie Barton

Title: Accounting

Date: May 11, 2023

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CONTINUATION SHEET

Application and Certification for Payment

Application No. : 16
Application Date : 05/11/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100007-21 **Contract : 200100007**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	000*B20010-00*50*562734786	Electrical Systems	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562734781	Emergency Response Radio Coverage Infrastructure (EERC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562734786	Composite Clean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*562734787	Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-00*50*562822540	Electrical System - Trio	0.00	(2,260.00)	(2,260.00)	(2,260.00)	0.00	0.00	(2,260.00)	100.0%	(113.00)	0.00
None	002*B20010-00*50*562822684	Trio - Convention Center Lighting	0.00	189,500.00	189,500.00	189,500.00	0.00	0.00	189,500.00	100.0%	9,475.00	0.00
None	003*B20010-00*50*743271714	Permanent Power Infrastructure (Contingency) - Entergy's Future Routing	0.00	39,443.00	39,443.00	39,443.00	0.00	0.00	39,443.00	100.0%	1,972.15	0.00
None	003*B20010-00*50*743271715	Permanent Power Infrastructure (Contingency) - Entergy's Primary Addition	0.00	19,899.00	19,899.00	19,899.00	0.00	0.00	19,899.00	100.0%	994.95	0.00
None	004*B20010-00*50*743271718	Electrical System - Trio	0.00	(66,000.00)	(66,000.00)	0.00	0.00	0.00	0.00	0.0%	0.00	(66,000.00)
None	005*B20010-00*50*743271731	Electrical System - Trio	0.00	(15,000.00)	(15,000.00)	(15,000.00)	0.00	0.00	(15,000.00)	100.0%	(750.00)	0.00
None	006*B20010-00*50*743274031	Electrical System - Trio	0.00	(10,441.00)	(10,441.00)	0.00	0.00	0.00	0.00	0.0%	0.00	(10,441.00)
None	007*B20010-00*50*743274736	Electrical System - Trio	0.00	(7,900.00)	(7,900.00)	(7,900.00)	0.00	0.00	(7,900.00)	100.0%	(395.00)	0.00
None	008*B20010-00*50*787275777	ADD: Trio - Code Compliant Pool Lighting	0.00	72,352.00	72,352.00	72,352.00	0.00	0.00	72,352.00	100.0%	3,617.60	0.00
None	009*B20010-00*50*787305686	ADD: PR05 - TRIO: Electrical Impacts	0.00	23,342.00	23,342.00	23,342.00	0.00	0.00	23,342.00	100.0%	1,167.10	0.00
None	009*B20010-00*50*787305687	DEDUCT: TRIO - L1 Main Electrical Room Wall Change/Modification	0.00	(1,618.00)	(1,618.00)	(1,618.00)	0.00	0.00	(1,618.00)	100.0%	(80.90)	0.00
None	009*B20010-00*50*787305688	ADD (TRIO): RFI 378 - FOH Admin (1008) Power Pole	0.00	2,084.00	2,084.00	2,084.00	0.00	0.00	2,084.00	100.0%	104.20	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	009*B20010-00*50*787305689	ADD: TRIO: SurePod Exhaust Fan Electrical Impact	0.00	34,616.00	34,616.00	34,616.00	0.00	0.00	34,616.00	100.0%	1,730.80	0.00
None	009*B20010-00*50*787305690	DEDUCT: Triumph/Trio - Signage LV Infrastructure Pathways	0.00	(5,016.00)	(5,016.00)	(5,016.00)	0.00	0.00	(5,016.00)	100.0%	(250.80)	0.00
None	009*B20010-00*50*787305691	ADD: TRIO/SurePods - Electrical Trouble Shooting	0.00	6,960.00	6,960.00	6,960.00	0.00	0.00	6,960.00	100.0%	348.00	0.00
None	009*B20010-00*50*787305692	ADD: TRIO - Security Lights	0.00	1,172.00	1,172.00	1,172.00	0.00	0.00	1,172.00	100.0%	58.60	0.00
None	009*B20010-00*50*787305693	ADD: TRIO - (1) Entergy Pull Box - Sourced from Construction Contingency	0.00	3,470.00	3,470.00	3,470.00	0.00	0.00	3,470.00	100.0%	173.50	0.00
None	009*B20010-00*50*787305694	ADD: TRIO - (1) Entergy Pull Box	0.00	3,470.00	3,470.00	3,470.00	0.00	0.00	3,470.00	100.0%	173.50	0.00
None	01	Mobilization	151,529.00	0.00	151,529.00	51,252.08	0.00	0.00	51,252.08	33.8%	2,562.61	100,276.92
None	010*B20010-00*50*787306208	ADD: Trio - Parking Garage Parking Toll Infrastructure	0.00	23,215.00	23,215.00	23,215.00	0.00	0.00	23,215.00	100.0%	1,160.75	0.00
None	011*B20010-00*50*787306257	DEDUCT: REVERSAL - Triumph/Trio - Signage LV Infrastructure Pathways	0.00	10,032.00	10,032.00	10,032.00	0.00	0.00	10,032.00	100.0%	501.60	0.00
None	012*B20010-00*50*787309614	ADD: T&M - Surepod Troubleshooting - Part 2 - L3-L5	0.00	6,016.00	6,016.00	6,016.00	0.00	0.00	6,016.00	100.0%	300.80	0.00
None	013*B20010-00*50*787311058	ADD: Public Safety Distributed Antenna System (DAS) - Survey, Design, Infrastructure Build-out, Wiring, Systems Equipment	0.00	200,168.00	200,168.00	0.00	200,168.00	0.00	200,168.00	100.0%	10,008.40	0.00
None	013*B20010-00*50*787311059	Electrical System - Trio - Added (2) GFCI's for menu monitors as shown on diagram attached	0.00	1,311.00	1,311.00	0.00	1,311.00	0.00	1,311.00	100.0%	65.55	0.00
None	02	Submittals	113,255.00	0.00	113,255.00	113,255.00	0.00	0.00	113,255.00	100.0%	5,662.75	0.00
None	03	BIM Coordination	141,518.00	0.00	141,518.00	141,518.00	0.00	0.00	141,518.00	100.0%	7,075.90	0.00
None	04	SITE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

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None	05	Temporary	78,298.00	0.00	78,298.00	78,298.00	0.00	0.00	78,298.00	100.0%	3,914.90	0.00
None	06	Utility	193,194.00	0.00	193,194.00	193,194.00	0.00	0.00	193,194.00	100.0%	9,659.70	0.00
None	07	Power	96,597.00	0.00	96,597.00	39,859.97	0.00	0.00	39,859.97	41.3%	1,993.00	56,737.03
None	08	Lighting	32,000.00	0.00	32,000.00	32,000.00	0.00	0.00	32,000.00	100.0%	1,600.00	0.00
None	09	GARAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	10	Temporary	23,922.00	0.00	23,922.00	23,922.00	0.00	0.00	23,922.00	100.0%	1,196.10	0.00
None	11	Underground	35,882.00	0.00	35,882.00	35,882.00	0.00	0.00	35,882.00	100.0%	1,794.10	0.00
None	12	Distribution	29,902.00	0.00	29,902.00	29,902.00	0.00	0.00	29,902.00	100.0%	1,495.10	0.00
None	13	Overhead	149,510.00	0.00	149,510.00	149,510.00	0.00	0.00	149,510.00	100.0%	7,475.50	0.00
None	14	Fixtures	59,800.00	0.00	59,800.00	59,800.00	0.00	0.00	59,800.00	100.0%	2,990.00	0.00
None	15	HOTEL & CONVENTION CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	16	LEVEL 1-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	17	Temporary	13,939.00	0.00	13,939.00	13,939.00	0.00	0.00	13,939.00	100.0%	696.95	0.00
None	18	Underground	49,783.00	0.00	49,783.00	49,783.00	0.00	0.00	49,783.00	100.0%	2,489.15	0.00
None	19	Distribution	15,930.00	0.00	15,930.00	15,930.00	0.00	0.00	15,930.00	100.0%	796.50	0.00
None	20	Overhead	69,696.00	0.00	69,696.00	69,696.00	0.00	0.00	69,696.00	100.0%	3,484.80	0.00
None	21	Walls	9,957.00	0.00	9,957.00	9,957.00	0.00	0.00	9,957.00	100.0%	497.85	0.00
None	22	Fixtures	38,296.00	0.00	38,296.00	38,296.00	0.00	0.00	38,296.00	100.0%	1,914.80	0.00
None	23	LEVLE 1-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	24	Temporary	51,557.00	0.00	51,557.00	51,557.00	0.00	0.00	51,557.00	100.0%	2,577.85	0.00
None	25	Underground	184,131.00	0.00	184,131.00	184,131.00	0.00	0.00	184,131.00	100.0%	9,206.55	0.00
None	26	Distribution	58,922.00	0.00	58,922.00	58,922.00	0.00	0.00	58,922.00	100.0%	2,946.10	0.00
None	27	Overhead	257,784.00	0.00	257,784.00	257,784.00	0.00	0.00	257,784.00	100.0%	12,889.20	0.00
None	28	Walls	36,826.00	0.00	36,826.00	36,826.00	0.00	0.00	36,826.00	100.0%	1,841.30	0.00
None	29	Fixtures	147,305.00	0.00	147,305.00	147,305.00	0.00	0.00	147,305.00	100.0%	7,365.25	0.00
None	30	LEVEL1-C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	31	Temporary	26,478.00	0.00	26,478.00	26,478.00	0.00	0.00	26,478.00	100.0%	1,323.90	0.00
None	32	Underground	94,566.00	0.00	94,566.00	94,566.00	0.00	0.00	94,566.00	100.0%	4,728.30	0.00
None	33	Distribution	30,261.00	0.00	30,261.00	30,261.00	0.00	0.00	30,261.00	100.0%	1,513.05	0.00
None	34	Overhead	132,392.00	0.00	132,392.00	132,392.00	0.00	0.00	132,392.00	100.0%	6,619.60	0.00
None	35	Walls	18,913.00	0.00	18,913.00	18,913.00	0.00	0.00	18,913.00	100.0%	945.65	0.00
None	36	Fixtures	75,652.00	0.00	75,652.00	75,652.00	0.00	0.00	75,652.00	100.0%	3,782.60	0.00
None	37	LEVEL 1-D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	38	Temporary	39,018.00	0.00	39,018.00	39,018.00	0.00	0.00	39,018.00	100.0%	1,950.90	0.00
None	39	Underground	139,348.00	0.00	139,348.00	139,348.00	0.00	0.00	139,348.00	100.0%	6,967.40	0.00
None	40	Distribution	44,591.00	0.00	44,591.00	44,591.00	0.00	0.00	44,591.00	100.0%	2,229.55	0.00
None	41	Overhead	195,088.00	0.00	195,088.00	195,088.00	0.00	0.00	195,088.00	100.0%	9,754.40	0.00
None	42	Walls	27,870.00	0.00	27,870.00	27,870.00	0.00	0.00	27,870.00	100.0%	1,393.50	0.00
None	43	Fixtures	111,479.00	0.00	111,479.00	111,479.00	0.00	0.00	111,479.00	100.0%	5,573.95	0.00
None	44	LEVEL 2-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	45	Temporary	5,347.00	0.00	5,347.00	5,347.00	0.00	0.00	5,347.00	100.0%	267.35	0.00

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None	46	Distribution	10,025.00	0.00	10,025.00	10,025.00	0.00	0.00	10,025.00	100.0%	501.25	0.00
None	47	Overhead	30,076.00	0.00	30,076.00	30,076.00	0.00	0.00	30,076.00	100.0%	1,503.80	0.00
None	48	Walls	4,678.00	0.00	4,678.00	4,678.00	0.00	0.00	4,678.00	100.0%	233.90	0.00
None	49	Fixtures	16,709.00	0.00	16,709.00	16,709.00	0.00	0.00	16,709.00	100.0%	835.45	0.00
None	50	LEVEL 2-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	51	Temporary	21,387.00	0.00	21,387.00	21,387.00	0.00	0.00	21,387.00	100.0%	1,069.35	0.00
None	52	Distribution	40,101.00	0.00	40,101.00	40,101.00	0.00	0.00	40,101.00	100.0%	2,005.05	0.00
None	53	Overhead	120,303.00	0.00	120,303.00	120,303.00	0.00	0.00	120,303.00	100.0%	6,015.15	0.00
None	54	Walls	18,714.00	0.00	18,714.00	18,714.00	0.00	0.00	18,714.00	100.0%	935.70	0.00
None	55	Fixtures	66,835.00	0.00	66,835.00	66,835.00	0.00	0.00	66,835.00	100.0%	3,341.75	0.00
None	56	LEVEL 2-C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	57	Temporary	10,694.00	0.00	10,694.00	10,694.00	0.00	0.00	10,694.00	100.0%	534.70	0.00
None	58	Distribution	20,051.00	0.00	20,051.00	20,051.00	0.00	0.00	20,051.00	100.0%	1,002.55	0.00
None	59	Overhead	60,152.00	0.00	60,152.00	60,152.00	0.00	0.00	60,152.00	100.0%	3,007.60	0.00
None	60	Walls	9,357.00	0.00	9,357.00	9,357.00	0.00	0.00	9,357.00	100.0%	467.85	0.00
None	61	Fixtures	33,418.00	0.00	33,418.00	33,418.00	0.00	0.00	33,418.00	100.0%	1,670.90	0.00
None	62	LEVEL 2-D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	63	Temporary	16,040.00	0.00	16,040.00	16,040.00	0.00	0.00	16,040.00	100.0%	802.00	0.00
None	64	Distribution	30,076.00	0.00	30,076.00	30,076.00	0.00	0.00	30,076.00	100.0%	1,503.80	0.00
None	65	Overhead	90,227.00	0.00	90,227.00	90,227.00	0.00	0.00	90,227.00	100.0%	4,511.35	0.00
None	66	Walls	14,035.00	0.00	14,035.00	14,035.00	0.00	0.00	14,035.00	100.0%	701.75	0.00
None	67	Fixtures	50,126.00	0.00	50,126.00	50,126.00	0.00	0.00	50,126.00	100.0%	2,506.30	0.00
None	68	LEVEL 3-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	69	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	70	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	71	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	72	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	73	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	74	LEVEL 3-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	75	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	76	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	77	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	78	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	79	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	80	LEVEL 4-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	81	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	82	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	83	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	84	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	85	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	86	LEVEL 4-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	87	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	88	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None	89	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	90	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	91	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	92	LEVEL 5-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	93	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	94	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	95	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	96	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	97	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	98	LEVEL 5-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	99	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	A100	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	A101	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	A102	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	A103	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	A104	LEVEL 6-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	A105	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	A106	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	A107	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	A108	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	A109	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	A110	LEVEL 6-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	A111	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	A112	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	A113	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	A114	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	A115	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	A116	LEVEL 7-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	A117	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	A118	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	A119	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	A120	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	A121	Fixtures	44,818.00	0.00	44,818.00	44,818.00	0.00	0.00	44,818.00	100.0%	2,240.90	0.00
None	A122	LEVLE 7-B	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	A123	Temporary	14,342.00	0.00	14,342.00	14,342.00	0.00	0.00	14,342.00	100.0%	717.10	0.00
None	A124	Distribution	26,891.00	0.00	26,891.00	26,891.00	0.00	0.00	26,891.00	100.0%	1,344.55	0.00
None	A125	Overhead	80,672.00	0.00	80,672.00	80,672.00	0.00	0.00	80,672.00	100.0%	4,033.60	0.00
None	A126	Walls	12,549.00	0.00	12,549.00	12,549.00	0.00	0.00	12,549.00	100.0%	627.45	0.00
None	A127	Fixtures	44,818.00	0.00	44,818.00	44,817.00	0.00	0.00	44,817.00	100.0%	2,240.85	1.00
None	A128	Commissioning	113,255.00	0.00	113,255.00	113,255.00	0.00	0.00	113,255.00	100.0%	5,662.75	0.00
None	A129	Closeouts	113,255.00	0.00	113,255.00	113,255.00	0.00	0.00	113,255.00	100.0%	5,662.75	0.00
		Grand Totals:	**$5,662,770.00**	**$528,815.00**	**$6,191,585.00**	**$5,909,532.05**	**$201,479.00**	**$0.00**	**$6,111,011.05**	**98.7%**	**$305,550.56**	**$80,573.95**

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Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$5,662,770.00**	**$528,815.00**	**$6,191,585.00**	**$5,909,532.05**	**$201,479.00**	**$0.00**	**$6,111,011.05**	**98.7%**	**$305,550.56**	**$80,573.95**

DocuSign Envelope ID: FCDA9CA6-DA82-45A1-8B93-4A87F97C3853

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of

I am Carrie Barton (NAME) in the position of Accounting (TITLE)

for Trio Electric (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment
CED Consolidated Electrical Supply	Wire	$2,754.81	$0.00
CED Consolidated Electrical Supply	Common Material	$1,494.26	$0.00
Crawford Electric Supply	Common Material	$28,592.26	$0.00
Elliott Electric Supply	Common Material	$182,560.00	$0.00
Lonestar Electric Supply	Fixtures	$34,979.00	$0.00
Lonestar Electric Supply	Common Material	$96,287.00	$0.00
Taylor Power Systems	Generator and ATS	$0.00	$0.00
Tubbesing Solutions	UPS	$0.00	$0.00
United Rentals	Equipment Rentals	$78,596.00	$0.00
Wholesale Electric Supply Co. Of Houston	Gear	$184,131.86	$0.00
Wholesale Electric Supply Co. Of Houston	Gear	$185,652.00	$0.00
Wholesale Electric Supply Co. Of Houston	Conduit	$290,562.00	$0.00
Wholesale Electric Supply Co. Of Houston	Wire	$181,309.76	$0.00
Wholesale Electric Supply Co. Of Houston	Devices	$32,594.00	$0.00
Wholesale Electric Supply Co. Of Houston	Common Material	$80,348.46	$0.00

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I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 11, 2023 at Houston, Texas .

CITY AND STATE

Carrie Barton

SIGNATURE

DocuSign Envelope ID: FCDA9CA6-DA82-45A1-8B93-4A87F97C3853

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $191,405.05 payable to Trio Electric (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 11th day of May, 2023

Trio Electric (Company name)

By Carrie Barton (Signature)

Accounting (Title)

This instrument was acknowledged before me on the 11th day of May, 2023, by Carrie Barton, Accounting of Trio Electric for the consideration herein expressed, on behalf of same.

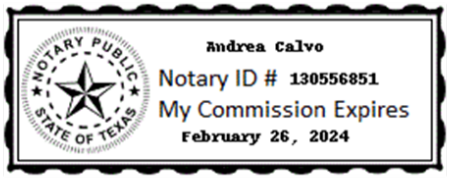
Andrea Calvo

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 02/26/24



i.e.Smart Systems, LLC
$35,464.54
14.02.50

DocuSign Envelope ID: 64E35320-1C05-4C2C-BAF5-CB7FF633DCA4

DPR CONSTRUCTION

SUBCONTRACTOR PAYMENT APPLICATION
PROGRESS BILLING

FROM: ieSmartSystems, L.L.C.
23219 W HARDY RD
SPRING, Texas 77373

PHONE: 281-447-6278

TO: DPR Construction, A General Partnership
3200 Southwest Freeway Suite 1550
Houston, Texas 77027

Date: May 10, 2023
Application Number: 9
Invoice Number: 200100039-21

Project Name: CITY OF CONROE - Conroe Hotel and Convention Ctr
Job Number: D3-B20010-00
Subcontract Number: 200100039

Vendor Number: 10045073
(Use Only)

Type of Work: **D3-B20010-00 Conroe Hotel and Convention Center**

This payment request covers the time period from **05/01/2023** to **05/31/2023**

Contract Summary:

1. Original Subcontract Amount		$	1,371,168.00
2. Approved Subcontract Changes (Attach Change Order)		$	8,014.00
3. Total Revised Subcontract Amount (Line 1 + Line 2)		$	1,379,182.00

Payment Application Summary:

4. Value of Work Completed To Date:	99.28%	$	1,369,296.00
5. Value of Stored Materials:		$	0.00
6. Total Completed and Stored to Date (Line 4 + Line 5):		$	1,369,296.00
7. Less Prior Completed and Stored to Date (Line 6 from previous app)		< $	1,333,831.46>
8. Total Gross Earned This Month (Line 6 - Line 7):		$	35,464.54
9. Less Retention Of	5.00%	< $	1,773.23>
10. Amount of This Payment Application (Line 8 - Line 9):		$	33,691.31

Signature: Nicholas Colvin

Title: President

Date: May 10, 2023

DocuSign Envelope ID: 64E35320-1C05-4C2C-BAF5-CB7FF633DCA4

CONTINUATION SHEET

Application and Certification for Payment

Application No. : 9
Application Date : 05/10/2023
To : 05/31/2023
Owner Project No. : D3-B20010-00

Contract: D3-B20010-00 Conroe Hotel and Convention Center

Invoice # : 200100039-21 **Contract : 200100039**

A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	Line Item	Description of Work	Original Scheduled Value	Change Orders	Revised Scheduled Value (D+E)	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date (H+I+J)	Percent Complete (K/F)	Retainage Total	Balance To Finish (F-K)
None		STRUCTURED CABLING - LABOR	309,462.10	0.00	309,462.10	290,231.10	19,231.00	0.00	309,462.10	100.0%	15,473.11	0.00
None		STRUCTURED CABLING - MATERIALS	369,932.00	0.00	369,932.00	369,932.00	0.00	0.00	369,932.00	100.0%	18,496.60	0.00
None		VIDEO SURVEILLANCE - LABOR	34,036.18	0.00	34,036.18	26,150.18	0.00	0.00	26,150.18	76.8%	1,307.51	7,886.00
None		VIDEO SURVEILLANCE - MATERIALS	87,448.83	0.00	87,448.83	87,448.83	0.00	0.00	87,448.83	100.0%	4,372.44	0.00
None		INTRUSION & INTERCOM SYSTEM - LABOR	39,709.91	0.00	39,709.91	33,467.91	6,242.00	0.00	39,709.91	100.0%	1,985.50	0.00
None		INTRUSION & INTERCOM SYSTEM - MATERIALS	221,477.54	0.00	221,477.54	216,413.00	5,064.54	0.00	221,477.54	100.0%	11,073.88	0.00
None		AUDIO VISUAL - LABOR	44,267.04	0.00	44,267.04	40,000.04	2,267.00	0.00	42,267.04	95.5%	2,113.35	2,000.00
None		AUDIO VISUAL - MATERIALS	264,834.40	0.00	264,834.40	264,834.40	0.00	0.00	264,834.40	100.0%	13,241.72	0.00
None	000*B20010-00*50*743266356	Structured Cabling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*743266357	Video Surveillance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*743266358	Intrusion & Intercom System	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	000*B20010-00*50*743266359	AV Equipment, Commissioning, Structural Cabling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
None	001*B20010-00*50*787276254	ADD: IESmart PR05 Revisions - IT Rack Revisions, (5) Port Patch Panels	0.00	5,354.00	5,354.00	5,354.00	0.00	0.00	5,354.00	100.0%	267.70	0.00

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A	B	C	D	E	F	G	H	I	J	K	L	M
Handling Code	**Line Item**	**Description of Work**	**Original Scheduled Value**	**Change Orders**	**Revised Scheduled Value (D+E)**	**From Previous Application**	**This Period in Place**	**Stored Material This Period**	**Total Completed and Stored to Date (H+I+J)**	**Percent Complete (K/F)**	**Retainage Total**	**Balance To Finish (F-K)**
None	002*B20010-00*50*787311084	Security/AV/Telecom - IEsmart : Installation of (1) access controlled door setup at door 1003 with Ving Essence Card Reader	0.00	1,860.00	1,860.00	0.00	1,860.00	0.00	1,860.00	100.0%	93.00	0.00
None	002*B20010-00*50*787311085	Security/AV/Telecom - IEsmart - (2) Data drops for menu monitors as shown on diagram attached.	0.00	800.00	800.00	0.00	800.00	0.00	800.00	100.0%	40.00	0.00
		Grand Totals:	**$1,371,168.00**	**$8,014.00**	**$1,379,182.00**	**$1,333,831.46**	**$35,464.54**	**$0.00**	**$1,369,296.00**	**99.3%**	**$68,464.81**	**$9,886.00**

DocuSign Envelope ID: 64E35320-1C05-4C2C-BAF5-CB7FF633DCA4

Totals Per Separated Contract

Description	Scheduled Value	Change Orders	Revised Scheduled Value	From Previous Application	This Period in Place	Stored Material This Period	Total Completed and Stored to Date	Percent Complete	Retainage Total 5%	Balance to Finish
Grand Totals:	**$1,371,168.00**	**$8,014.00**	**$1,379,182.00**	**$1,333,831.46**	**$35,464.54**	**$0.00**	**$1,369,296.00**	**99.3%**	**$68,464.81**	**$9,886.00**

DocuSign Envelope ID: 64E35320-1C05-4C2C-BAF5-CB7FF633DCA4

DPR Construction, A General Partnership
Affidavit of Subcontractor / Sub Tier

State of Texas

County of _____

I am Nicholas Colvin (NAME) in the position of President (TITLE)

for ieSmartSystems, L.L.C. (COMPANY NAME), a Corporation (PARTNERSHIP, CORPORATION, INDIVIDUAL)

hereinafter referred to as "Subcontractor", and am authorized to execute this affidavit on behalf of Subcontractor, know the contents hereof, and certify that the same is true of my own knowledge; and:

1. That Subcontractor is a subcontractor to DPR Construction, A General Partnership hereinafter referred to as "Contractor", the general contractor on:

Project Number:	**D3-B20010-00**
Project Name:	**CITY OF CONROE - Conroe Hotel and Convention Ctr**
Project Address:	**300 West Davis Street** **Conroe, Texas 77301**

2. That as an inducement to Contractor to advance monies to Subcontractor, and with the knowledge that Contractor will rely upon the representations made herein, the undersigned certifies that (a) except as specifically set forth on Subcontractor Payment Application, this application makes claim for payment for all work performed on the Project during the period for which payment is sought, there is no claim which is being omitted and applicant waives any right to make any claim for any additional compensation relating to the period unless an exception is noted at this time, and (b) the following listed firms and individuals are the only parties from whom Subcontractor has purchased materials, rented equipment, or subcontracted portions of Subcontractor's work on said project (or has commitments or intends to purchase, rent, or subcontract) IN AN AMOUNT OF $10,000.00 OR MORE from the commencement of said project to the date of project completion:

Subcontractor / Supplier	Type of Work	Amount Previously Paid	Amount This Payment

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2023 at SPRING, Texas (CITY AND STATE).

Nicholas Colvin

SIGNATURE

DocuSign Envelope ID: 64E35320-1C05-4C2C-BAF5-CB7FF633DCA4

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project CITY OF CONROE - Conroe Hotel and Convention Ctr

Job No. D3-B20010-00

On receipt by the signer of this document of a check from DPR Construction, A General Partnership (maker of check) in the sum of $33,691.31 payable to ieSmartSystems, L.L.C. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Conroe (owner) located at 300 West Davis Street Conroe, TX 77301 (location) to the following extent: D3-B20010-00 Conroe Hotel and Convention Center (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to DPR Construction, A General Partnership (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10th day of May, 2023

ieSmartSystems, L.L.C. (Company name)

By Nicholas Colvin (Signature)

President (Title)

This instrument was acknowledged before me on the 10th day of May, 2023, by Nicholas Colvin, President of ieSmartSystems, L.L.C. for the consideration herein expressed, on behalf of same.

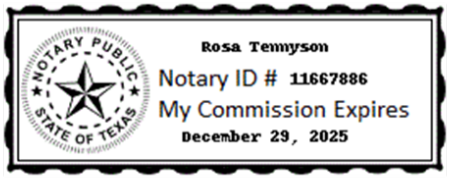
Rosa Tennyson

Notary Public in and for the

STATE OF TEXAS

COUNTY OF HARRIS

MY COMM. EXP. 12/29/25



Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Other

Item Type: Other
C. Smith
Joint Meeting: CLGC

Description
Vendor: Garfield Public Private

Summary / Recommendation
Invoice #423-032A - May 2023 Amount: $794,068.16

Attachments
423-032A

Purchase Order Invoice Tabulation
FY 22-23

Vendor Info:	Garfield Public Private 14911 Quorum Drive, Suite 380 Dallas, TX 75254
Council Approval:	5/26/2021
Project/Description:	Hotel/CC Construction ("A" is Hotel "B" is City)
Purchase Order Number:	23-00435
Contract Amount:	$ 22,506,014.00

Date	Invoice #	Amount
6/1/2023	423-032A	$ 794,068.16
6/1/2023	423-032B	$ 241,221.24
Total		$ 1,035,289.40

Total Spent: $ 19,756,414.12

Remaining Purchase Order Balance: $ 2,749,599.88

Percentage of Contract Paid: 88%

Cassie Smith

Assistant Director of Finance

Collin Bostic

Assistant City Administrator/Director of Finance

GARFIELD PUBLIC PRIVATE
14911 Quorum Drive, Suite 380
Dallas, Texas 75254

June 1, 2023

Collin Boothe
City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, Texas 77305

RE: Construction Draw #21

Collin:

Attached are the 2 Pay Apps from Garfield Public/Private. DPR's Pay App will be sent in a separate email.

#423-032A GPP Hotel Portion:	$	794,068.16
#423-032B GPP City Portion:	$	241,221.24
Pay App #20 DPR:	$	0.00
TOTAL:	$	1,035,289.40

Please let us know if you have any questions.

Respectfully submitted,



Greg Garfield
President, Garfield Public/Private LLC
469-607-1703
972-672-3308 (cell)
greg.g@garfieldpublicprivate.com

June 1, 2023

Invoice: Conroe CCH Invoice 423-032A

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice Hotel Portion #423-032A

	Amount	Previously Billed	This Billing		Cumulative	Remaining
Garfield Public/Private LLC			Detail	Total		
Developer Fee by Component						
Design Period Fee Payment (Hotel)	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
Construction Phase	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
FF&E Service Fee	*$410,538.40*	*$410,538.40*	***$0.00***		*$410,538.40*	*$0.00*
Substantial Completion	*$138,887.70*	*$0.00*	***$0.00***		*$0.00*	*$138,887.70*
Final Completion	*$138,887.70*	*$0.00*	***$0.00***		*$0.00*	*$138,887.70*
Project Development Fee Completion Portion	*$400,000.00*	*$0.00*	***$400,000.00***		*$400,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$198,000.00*	*$198,000.00*	***$0.00***		*$198,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
Construction Manager						
Design Period	*$134,251.20*	*$134,251.20*	***$0.00***		*$134,251.20*	*$0.00*
Construction Phase	*$213,907.80*	*$213,907.80*	***$0.00***		*$213,907.80*	*$0.00*
TOTAL DEVELOPER	*$4,210,205.41*	*$3,532,430.00*		***$400,000.00***	*$3,932,430.00*	*$277,775.41*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$6,714,634.32*	*$6,322,827.98*	***$385,368.16***		*$6,708,196.14*	*$6,438.18*
OS&E	*$2,541,960.95*	*$2,461,073.23*	***$8,700.00***		*$2,469,773.23*	*$72,187.72*
IT Equipment	*$678,750.13*	*$557,561.69*	***$0.00***		*$557,561.69*	*$121,188.44*
Fire/Life Safety Review & Inspection	*$22,026.60*	*$22,026.60*	***$0.00***		*$22,026.60*	*$0.00*
Building Systems Commissioning	*$24,000.00*	*$0.00*	***$0.00***		*$0.00*	*$24,000.00*
*Survey, Geotech	*$64,353.00*	*$64,353.00*	***$0.00***		*$64,353.00*	*$0.00*
3rd Party Testing & Inspection	*$103,880.55*	*$103,700.68*	***$0.00***		*$103,700.68*	*$179.87*
Pre-Opening Budget	*$1,999,508.00*	*$1,964,656.00*	***$0.00***		*$1,964,656.00*	*$34,852.00*
Hyatt Technical Services Agreement fees	*$175,000.00*	*$175,000.00*	***$0.00***		*$175,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$643,428.41*	*$643,428.41*	***$0.00***		*$643,428.41*	*$0.00*
Project Contingency	*$1,580,989.80*	*$1,548,489.80*	***$0.00***		*$1,548,489.80*	*$32,500.00*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$14,548,531.76*	*$13,863,117.39*		***$394,068.16***	*$14,257,185.55*	*$291,346.21*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$28,000.00*	*$0.00*	***$0.00***		*$0.00*	*$28,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$28,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*

Total amount due: ***$794,068.16***

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS:
FROST BANK
ABA Routing 114 000 093
Account No. 608803374
Styled: Garfield Public/Private LLC
Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

Invoice

BW Dallas

428 CTC Blvd
Louisville, CO 80027
Attn: Project Funding

Date	Invoice #
5/19/2023	6530-051923

Terms

Bill To
Garfield Public/Private, LLC

Project

Quantity	Description	Rate	Amount
	FF&E Purchases on behalf of the Hyatt Regency Conroe		
	6530- Production	420,000.00	420,000.00
	Hotel Portion: $385,000.00		
	City Facilities Portion: $35,000.00		

Total $420,000.00

BW Dallas, LLC

428 CTC Blvd.
Louisville, CO 80027

Invoice

Date	Invoice #
5/16/2023	27399
Terms	
Net-30	

Bill To
Garfield Public/Private, LLC 14911 Quorum Drive, Suite 380 Dallas, Texas 75254

Project
6530 - Hyatt Regency Conroe Hotel

Item	Description	Amount
UPS	Reimbursable UPS Shipments	368.16

Total	$368.16
Payments/Credits	$0.00
Balance Due	$368.16

ELECTRONIC TRANSFER INSTRUCTIONS:
BOKF, N.A.
Tulsa, OK 74172
Beneficiary: BW Dallas, LLC
ABA#: 102000607
ACCOUNT#: 0003441962

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Hotel***

Project Number: **6530**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155193	5/11/2023	1ZV981551399973595	276.99/1358/66530-016/ME	$28.52
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Monastery Hill Bindery, ,1751 W Belmont Ave, CHICAGO, IL 606573019			
000000V98155193	5/11/2023	1ZV981551397462604	2688.34/1359/66530-034/ME	$28.52
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Consolidated Hospitality Supplies, ,1200 E Campbell Rd Ste 108, RICHARDSON, TX 750811963			
000000V98155193	5/11/2023	1ZV981551391281650	5013.058/1360/66530-023/ME	$28.52
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Courtesy Products, ,10840 Lin Page Place, SAINT LOUIS, MO 631321008			
000000V98155193	5/9/2023	1ZV981551392556405	1008.72/1357/66530-033/TG	$31.87
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Guest Supply, ,300 Davidson Ave, SOMERSET, NJ 88734175			
000000V98155183	5/3/2023	1ZV981551390316516	4000.00/1347/6530-018/TG	$32.01
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Majestic Mirror & Frame, ,7425 NW 79th Street, MEDLEY, FL 331667534			

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Hotel***

Project Number: **6530**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155163	4/20/2023	1ZV981551396975339	59953.50/1330/66530-011/ME	$42.79
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Nowak Office Solutions, ,5176 Millwood Drive, CANTON, GA 301146316			
000000V98155163	4/20/2023	1ZV981551396772325	174292.50/1328/66530-MULTI/ME	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Best Buy for Business, ,6281 Paysphere Circle, CHICAGO, IL 606740062			
000000V98155163	4/20/2023	1ZV981551394210328	68750.00/1331/6530-MULTI/ME	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	JMC Global, ,8111 Ashlane Way, SPRING, TX 773822337			
000000V98155163	4/19/2023	1ZV981551397471096	10643.50/1327/66530-015/TG	$32.43
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Guest Supply, ,300 Davidson Ave, SOMERSET, NJ 88734175			
000000V98155163	4/18/2023	1ZV981551399946918	428.95/1325/6530-082/ME	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Lightology, ,1718 W Fullerton Ave, CHICAGO, IL 606141922			

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Hotel***

Project Number: **6530**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155163	4/18/2023	1ZV981551394886895	Shipping Charge Correction Next Da	$20.74
Shipper::	BENJAMIN WEST			
	LOUISVILLE, CO 80027			
Receiver::	Monarch, ,301 Hollywood Ave, SOUTH PLAINFIELD, NJ 7080			
000000V98155163	4/18/2023	1ZV981551394886895	Shipping Charge Correction Fuel Sur	$3.27
Shipper::	BENJAMIN WEST			
	LOUISVILLE, CO 80027			
Receiver::	Monarch, ,301 Hollywood Ave, SOUTH PLAINFIELD, NJ 7080			
000000V98155163	4/18/2023	1ZV981551394886895	302.18/1324/66530-027/ME	$32.43
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Monarch, ,301 Hollywood Ave, SOUTH PLAINFIELD, NJ 70804201			
			Total:	$368.16

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 22-JUN-23

Customer Number:	803073
Invoice Number:	518723167
Invoice Date:	19-MAY-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
Attn: Mark Bullard
14911 Quorum Drive, Suite 380
Dallas TX 75254
United States

Description	Totals
CONTRACT FEES (5707.44501110) - May-2023-Installment	$14,500.00
Original Amount:	$14,500.00
Amount Due:	$14,500.00

Hotel Portion: $8,700.00
City Facilities Portion: $5,800.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
803073	GARFIELD PUBLIC PRIVATE LLC	518723167	19-MAY-23

Amount Due : $14,500.00

June 1, 2023

Invoice: Conroe CCH Invoice 423-032B

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice City Portion #423-032B

	Amount	Previously Billed	This Billing		Cumulative	Remaining
Garfield Public/Private LLC			Detail	Total		
Developer Fee by Component						
Design Period Fee Payment (Convention Center)	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
Construction Phase	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
FF&E Service Fee	*$102,634.60*	*$102,634.60*	***$0.00***		*$102,634.60*	*$0.00*
Substantial Completion	*$40,091.30*	*$0.00*	***$0.00***		*$0.00*	*$40,091.30*
Final Completion	*$40,091.30*	*$0.00*	***$0.00***		*$0.00*	*$40,091.30*
Project Development Fee Completion Portion	*$200,000.00*	*$0.00*	***$200,000.00***		*$200,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$132,000.00*	*$132,000.00*	***$0.00***		*$132,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$39,550.00*	*$39,550.00*	***$0.00***		*$39,550.00*	*$0.00*
Construction Manager						
Design Period	*$89,500.80*	*$89,500.80*	***$0.00***		*$89,500.80*	*$0.00*
Construction Phase	*$53,677.20*	*$53,677.20*	***$0.00***		*$53,677.20*	*$0.00*
TOTAL DEVELOPER	*$1,418,434.59*	*$1,138,252.00*		***$200,000.00***	*$1,338,252.00*	*$80,182.59*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$2,584,801.12*	*$2,546,645.57*	***$35,421.24***		*$2,582,066.81*	*$2,734.31*
OS&E	*$1,694,640.64*	*$1,652,111.20*	***$5,800.00***		*$1,657,911.20*	*$36,729.44*
IT Equipment	*$452,500.08*	*$281,703.46*	***$0.00***		*$281,703.46*	*$170,796.62*
Fire/Life Safety Review & Inspection	*$14,159.40*	*$14,159.40*	***$0.00***		*$14,159.40*	*$0.00*
Building Systems Commissioning	*$36,000.00*	*$0.00*	***$0.00***		*$0.00*	*$36,000.00*
*Survey, Geotech	*$14,700.00*	*$14,700.00*	***$0.00***		*$14,700.00*	*$0.00*
3rd Party Testing & Inspection	*$56,119.45*	*$56,119.45*	***$0.00***		*$56,119.45*	*$0.00*
Pre-Opening Budget	*$0.00*	*$0.00*	***$0.00***		*$0.00*	*$0.00*
Hyatt Technical Services Agreement fees	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$275,755.04*	*$275,755.04*	***$0.00***		*$275,755.04*	*$0.00*
Project Contingency	*$851,302.20*	*$833,802.20*	***$0.00***		*$833,802.20*	*$17,500.00*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$7,749,618.57*	*$7,402,107.52*		***$41,221.24***	*$7,443,328.76*	*$300,489.81*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$12,000.00*	*$0.00*	***$0.00***		*$0.00*	*$12,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$12,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*
Total amount due:				***$241,221.24***		

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS: FROST BANK
ABA Routing 114 000 093
Account No. 608803374
Styled: Garfield Public/Private LLC
Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

Invoice

BW Dallas

428 CTC Blvd
Louisville, CO 80027
Attn: Project Funding

Date	Invoice #
5/19/2023	6530-051923

Terms

Bill To
Garfield Public/Private, LLC

Project

Quantity	Description	Rate	Amount
	FF&E Purchases on behalf of the Hyatt Regency Conroe		
	6530- Production	420,000.00	420,000.00
	Hotel Portion: $385,000.00		
	City Facilities Portion: $35,000.00		

Total $420,000.00

BW Dallas, LLC

428 CTC Blvd.
Louisville, CO 80027

Invoice

Date	Invoice #
5/16/2023	27400
Terms	
Net-30	

Bill To
Garfield Public/Private, LLC 14911 Quorum Drive, Suite 380 Dallas, Texas 75254

Project
6531 - Hyatt Regency Conroe Conv. Ctr.

Item	Description	Amount
UPS	Reimbursable UPS Shipments	421.24

Total	$421.24
Payments/Credits	$0.00
Balance Due	$421.24

ELECTRONIC TRANSFER INSTRUCTIONS:
BOKF, N.A.
Tulsa, OK 74172
Beneficiary: BW Dallas, LLC
ABA#: 102000607
ACCOUNT#: 0003441962

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Conv. Ctr.***

Project Number: **6531**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155193	5/8/2023	1ZV981550290989196	311.74/1356/6531-152/AA	$15.94
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Voss Lighting, ,1601 Cushman Dr, LINCOLN, NE 685121237			
000000V98155193	5/5/2023	1ZV981551395116956	1500.00/1354/6531-120/AA	$28.64
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Lily Jack, ,1030 W Hillcrest Blvd, INGLEWOOD, CA 903012020			
000000V98155193	5/4/2023	1ZV981551392091729	7829.50/1351/6531-035/ME	$38.69
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Stellar Works, ,57 Lispenard St, NEW YORK, NY 100134592			
000000V98155183	5/3/2023	1ZV981551397213561	19878.50/1349/6531-033/TG	$35.32
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Silhouette Outdoor Furniture, ,3923 N Kostner Ave, CHICAGO, IL 606412839			
000000V98155183	5/3/2023	1ZV981550298396553	25393.50/1348/6531-120/TG	$18.64
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Lily Jack, ,1030 W Hillcrest Blvd, INGLEWOOD, CA 903012020			

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Conv. Ctr.***

Project Number: **6531**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155183	5/1/2023	1ZV981551393731428	15727.85/1346/6531-024/TG	$28.64
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Global Source Industries, Inc., ,17101 Murphy Avenue, IRVINE, CA 926145915			
000000V98155173	4/25/2023	1ZV981550296855739	9045.00/1338/6531-105/TG	$22.59
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Rustbelt Reclamation, ,1427 E. 36th Street, CLEVELAND, OH 441144170			
000000V98155173	4/24/2023	1ZV981550294999534	24946.00/1337/6531-120/TG	$18.81
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Lily Jack, ,1030 W Hillcrest Blvd, INGLEWOOD, CA 903012020			
000000V98155173	4/21/2023	1ZV981551395971399	111.24/1334/66531-014/ME	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Peerless Industries, ,2300 White Oak Circle, AURORA, IL 605029676			
000000V98155173	4/21/2023	1ZV981551391139439	2399.00/1333/66531-006/ME	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Leslie's Poolmart, ,18209 Chisholm Trail, HOUSTON, TX 770601114			

UPS Shipments:Reimbursable Report:

Project Name: ***Hyatt Regency Conroe Conv. Ctr.***

Project Number: **6531**

Invoice Number	Shipment Date	Tracking Number	Shipping Info	Amount Charged
000000V98155163	4/18/2023	1ZV981550199514951	10865.44/1326/66531-013/ME	$36.31
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	KaTom Restaurant Supply, ,305 Katom Dr, KODAK, TN 377641483			
000000V98155163	4/17/2023	1ZV981551393169626	742.50/1322/6531-075/AA	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	JAB USA, ,1025 N. Stemmons Frwy, DALLAS, TX 752073727			
000000V98155163	4/17/2023	1ZV981551390658639	120.00/1323/6531-075/AA	$29.02
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Osborne & Little, ,1025 N Stemmons Fwy, DALLAS, TX 752073727			
000000V98155163	4/14/2023	1ZV981551394089229	1045.01/1317/6531-149/ME	$32.50
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Matter Surfaces, ,179 Campanelli Parkway, STOUGHTON, MA 20723743			
000000V98155163	4/14/2023	1ZV981551391658351	4337.71/1321/6531-148/AA	$29.08
Shipper::	BENJAMIN WEST			
	Louisville, CO 80027			
Receiver::	Loll Designs, ,5912 Waseca Street, DULUTH, MN 558072116			
			Total:	$421.24

Hyatt Corporation
Bank of America Lockbox Services
16417 Collection Center Drive
Chicago, IL 60693
Corp.AR@hyatt.com

Invoice

Due Date : 22-JUN-23

Customer Number:	803073
Invoice Number:	518723167
Invoice Date:	19-MAY-23

BILL TO:
GARFIELD PUBLIC PRIVATE LLC
Attn: Mark Bullard
14911 Quorum Drive, Suite 380
Dallas TX 75254
United States

Description	Totals
CONTRACT FEES (5707.44501110) - May-2023-Installment	$14,500.00
Original Amount:	$14,500.00
Amount Due:	$14,500.00

Hotel Portion: $8,700.00
City Facilities Portion: $5,800.00

DETACH HERE AND RETURN BOTTOM PORTION WITH PAYMENT

Customer Number	Customer Name	Invoice #	Invoice Date
803073	GARFIELD PUBLIC PRIVATE LLC	518723167	19-MAY-23

Amount Due : $14,500.00

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Other

C. Smith

Joint Meeting: CLGC

Description
Vendor: Garfield Public Private

Summary / Recommendation
Invoice: 423-033A FF&E Use $59,573.80

Fiscal Impact

Expenditure Amount:	$59,573.80
Revenue Amount:	
Account Number:	609-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments

423-033A

Purchase Order Invoice Tabulation
FY 22-23

Vendor Info:	Garfield Public Private 14911 Quorum Drive, Suite 380 Dallas, TX 75254
Council Approval:	5/26/2021
Project/Description:	Hotel/CC Construction ("A" is Hotel "B" is City)
Purchase Order Number:	23-00435
Contract Amount:	$ 22,506,014.00

Date	Invoice #	Amount
6/12/2023	423-033A	$ 59,573.80
6/12/2023	423-033B	$ 32,078.20
Total		$ 91,652.00

Total Spent: $ 19,848,066.12

Remaining Purchase Order Balance: $ 2,657,947.88

Percentage of Contract Paid: 88%

Cassie Smith
Assistant Director of Finance

Assistant City Administrator/Director of Finance

GARFIELD PUBLIC PRIVATE
14911 Quorum Drive, Suite 380
Dallas, Texas 75254

June 12, 2023

Collin Boothe
City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, Texas 77305

RE: Construction Draw #22

Steve:

Attached are the 2 Pay Apps from Garfield Public/Private for this interim draw. There is no DPR invoice.

#423-033A GPP Hotel Portion:	$ 59,573.80
#423-033B GPP City Portion:	$ 32,078.20
Pay App DPR:	$
TOTAL:	$ 91,652.00

Please let us know if you have any questions.

Respectfully submitted,



Greg Garfield
President, Garfield Public/Private LLC
469-607-1703
972-672-3308 (cell)
greg.g@garfieldpublicprivate.com

GARFIELD PUBLIC PRIVATE

June 12, 2023

Invoice: Conroe CCH Invoice 423-033A

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice Hotel Portion #423-033A

	Amount	Previously Billed	This Billing Detail	This Billing Total	Cumulative	Remaining
Garfield Public/Private LLC						
Developer Fee by Component						
Design Period Fee Payment (Hotel)	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
Construction Phase	*$1,250,366.30*	*$1,250,366.30*	***$0.00***		*$1,250,366.30*	*$0.00*
FF&E Service Fee	*$410,538.40*	*$410,538.40*	***$0.00***		*$410,538.40*	*$0.00*
Substantial Completion	*$138,887.70*	*$0.00*	***$0.00***		*$0.00*	*$138,887.70*
Final Completion	*$138,887.70*	*$0.00*	***$0.00***		*$0.00*	*$138,887.70*
Project Development Fee Completion Portion	*$400,000.00*	*$400,000.00*	***$0.00***		*$400,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$198,000.00*	*$198,000.00*	***$0.00***		*$198,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
Construction Manager						
Design Period	*$134,251.20*	*$134,251.20*	***$0.00***		*$134,251.20*	*$0.00*
Construction Phase	*$213,907.80*	*$213,907.80*	***$0.00***		*$213,907.80*	*$0.00*
TOTAL DEVELOPER	*$4,210,205.41*	*$3,932,430.00*		***$0.00***	*$3,932,430.00*	*$277,775.41*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$6,774,208.12*	*$6,708,196.14*	***$59,573.80***		*$6,767,769.94*	*$6,438.18*
OS&E	*$2,541,960.95*	*$2,469,773.23*	***$0.00***		*$2,469,773.23*	*$72,187.72*
IT Equipment	*$678,750.13*	*$557,561.69*	***$0.00***		*$557,561.69*	*$121,188.44*
Fire/Life Safety Review & Inspection	*$22,026.60*	*$22,026.60*	***$0.00***		*$22,026.60*	*$0.00*
Building Systems Commissioning	*$24,000.00*	*$0.00*	***$0.00***		*$0.00*	*$24,000.00*
*Survey, Geotech	*$64,353.00*	*$64,353.00*	***$0.00***		*$64,353.00*	*$0.00*
3rd Party Testing & Inspection	*$103,880.55*	*$103,700.68*	***$0.00***		*$103,700.68*	*$179.87*
Pre-Opening Budget	*$1,999,508.00*	*$1,964,656.00*	***$0.00***		*$1,964,656.00*	*$34,852.00*
Hyatt Technical Services Agreement fees	*$175,000.00*	*$175,000.00*	***$0.00***		*$175,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$643,428.41*	*$643,428.41*	***$0.00***		*$643,428.41*	*$0.00*
Project Contingency	*$1,580,989.80*	*$1,468,576.85*	***$0.00***		*$1,468,576.85*	*$112,412.95*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$14,608,105.56*	*$14,177,272.60*		***$59,573.80***	*$14,236,846.40*	*$371,259.16*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$28,000.00*	*$0.00*	***$0.00***		*$0.00*	*$28,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$28,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*

Total amount due: ***$59,573.80***

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS:
FROST BANK
ABA Routing 114 000 093
Account No. 608803374
Styled: Garfield Public/Private LLC
Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

BW Dallas

428 CTC Blvd
Louisville, CO 80027
Attn: Project Funding

Invoice

Date	Invoice #
5/19/2023	6530-051923

Terms

Bill To
Garfield Public/Private, LLC

Project

Quantity	Description	Rate	Amount
	FF&E Purchases on behalf of the Hyatt Regency Conroe-Hotel 6530- Production	511,652.00	511,652.00
	Portion paid on prior pay app:	-$420,000	-420,000
	Hotel Portion: $59,573.80 City Facilities Portion: $32,078.20		
		Total	$91,652.00

GARFIELD PUBLIC PRIVATE

June 12, 2023

Invoice: Conroe CCH Invoice 423-033B

City of Conroe, Texas
300 W. Davis, Suite 210
Conroe, TX 77305
(936) 522-3050
Attn: Collin Boothe

Conroe Convention Center Hotel: Design Phase Invoice City Portion #423-033B

	Amount	Previously Billed	This Billing		Cumulative	Remaining
Garfield Public/Private LLC			Detail	Total		
Developer Fee by Component						
Design Period Fee Payment (Convention Center)	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
Construction Phase	*$360,444.70*	*$360,444.70*	***$0.00***		*$360,444.70*	*$0.00*
FF&E Service Fee	*$102,634.60*	*$102,634.60*	***$0.00***		*$102,634.60*	*$0.00*
Substantial Completion	*$40,091.30*	*$0.00*	***$0.00***		*$0.00*	*$40,091.30*
Final Completion	*$40,091.30*	*$0.00*	***$0.00***		*$0.00*	*$40,091.30*
Project Development Fee Completion Portion	*$200,000.00*	*$200,000.00*	***$0.00***		*$200,000.00*	*$0.00*
Legal Fees						
Total Legal Fees	*$132,000.00*	*$132,000.00*	***$0.00***		*$132,000.00*	*$0.00*
Developer's Insurance						
Total Insurance Fee	*$39,550.00*	*$39,550.00*	***$0.00***		*$39,550.00*	*$0.00*
Construction Manager						
Design Period	*$89,500.80*	*$89,500.80*	***$0.00***		*$89,500.80*	*$0.00*
Construction Phase	*$53,677.20*	*$53,677.20*	***$0.00***		*$53,677.20*	*$0.00*
TOTAL DEVELOPER	*$1,418,434.59*	*$1,338,252.00*		***$0.00***	*$1,338,252.00*	*$80,182.59*

(continued)

Supplemental Services/Costs						
Benjamin West FF&E	*$2,616,879.32*	*$2,582,066.81*	***$32,078.20***		*$2,614,145.01*	*$2,734.31*
OS&E	*$1,694,640.64*	*$1,657,911.20*	***$0.00***		*$1,657,911.20*	*$36,729.44*
IT Equipment	*$452,500.08*	*$281,703.46*	***$0.00***		*$281,703.46*	*$170,796.62*
Fire/Life Safety Review & Inspection	*$14,159.40*	*$14,159.40*	***$0.00***		*$14,159.40*	*$0.00*
Building Systems Commissioning	*$36,000.00*	*$0.00*	***$0.00***		*$0.00*	*$36,000.00*
*Survey, Geotech	*$14,700.00*	*$14,700.00*	***$0.00***		*$14,700.00*	*$0.00*
3rd Party Testing & Inspection	*$56,119.45*	*$56,119.45*	***$0.00***		*$56,119.45*	*$0.00*
Pre-Opening Budget	*$0.00*	*$0.00*	***$0.00***		*$0.00*	*$0.00*
Hyatt Technical Services Agreement fees	*$75,000.00*	*$75,000.00*	***$0.00***		*$75,000.00*	*$0.00*
**Architectural & Engineering Design Fees	*$275,755.04*	*$275,755.04*	***$0.00***		*$275,755.04*	*$0.00*
Project Contingency	*$851,302.20*	*$790,772.15*	***$0.00***		*$790,772.15*	*$60,530.05*
TOTAL SUPPLEMENTAL SERVICES/COSTS	*$7,781,696.77*	*$7,406,098.71*		***$32,078.20***	*$7,438,176.91*	*$343,519.86*
Reimbursable Expenses						
Pre-Development Travel Direct Costs	*$12,000.00*	*$0.00*	***$0.00***		*$0.00*	*$12,000.00*
Expenses	*TBD*	*$0.00*	***$0.00***		*$0.00*	*TBD*
	$12,000.00	*$0.00*		***$0.00***	*$0.00*	*$0.00*
Total amount due:				***$32,078.20***		

* $23,253.68 for Market Study Updates included here until further discussion with the City can be held to confirm if this was paid outside of the Development Budget as previously Agreed

** A/E Design Fees invoiced through GPP prior to the execution of a contract between DPR & BOKA Powell. Upon contract execution, these fees were moved to the GMP in Amendment #002 to be invoiced by DPR.

ACH OR WIRING INSTRUCTIONS: FROST BANK
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Contact: Glenn Garfield – GPP – 469-607-1705

14911 Quorum Drive, Suite 380, Dallas, TX 75254
Tel: 469.607.1705 Fax: 972.692.0887
www.garfieldpublicprivate.com

Invoice

BW Dallas

428 CTC Blvd
Louisville, CO 80027
Attn: Project Funding

Date	Invoice #
5/19/2023	6530-051923

Terms

Bill To
Garfield Public/Private, LLC

Project

Quantity	Description	Rate	Amount
	FF&E Purchases on behalf of the Hyatt Regency Conroe-Hotel 6530- Production	511,652.00	511,652.00
	Portion paid on prior pay app:	-$420,000	-420,000
	Hotel Portion: $59,573.80 City Facilities Portion: $32,078.20		
		Total	$91,652.00

BW Dallas, LLC dba Benjamin West
c/o 428 CTC Boulevard
Louisville CO United States
Phone: 972.407.9950
Fax: 972.407.9951

Hyatt Conroe Rooms Funds Summary

PO #	Supplier	PO Total	Merchandise	PAYMENTS TO BE MADE JUNE 2023	
1	Kimball Hospitality Inc	$375,620.00	$375,620.00	$0.00	
2	Electric Mirror LLC	$102,141.60	$47,632.50	$54,509.10	
3	MDC Wallcovering	$123,169.20	$123,169.20	$0.00	
4	Wolf Gordon	$12,670.41	$12,670.41	$0.00	
5	iWORKS	$7,714.00	$7,714.00	$0.00	
6	Brintons US Axminster	$83,056.54	$83,055.67	$0.87	
7	Audit Logistics LLC	$674,108.94	$674,108.94	$0.00	
8	Armstrong Flooring, Inc	$208,622.12	$208,622.12	$0.00	
9	Trinity Lighting	$59,762.85	$59,762.85	$0.00	
10	Insight	$18,078.92	$17,894.30	$184.62	
11	Romo USA	$94,324.50	$94,324.50	$0.00	
12	Momentum Group	$265,914.46	$265,914.46	$0.00	
13	National Solutions	$28,010.10	$28,010.10	$0.00	
14	Phillip Jeffries	$13,464.00	$12,150.00	$1,314.00	
15	Signature Hospitality Carpets	$102,697.00	$102,697.00	$0.00	
16	Kimball Hospitality Inc	$2,034,690.00	$1,947,190.00	$87,500.00	
17	Light Annex	$140,833.00	$140,833.00	$0.00	
18	Majestic Mirror and Frame	$24,746.00	$24,746.00	$0.00	
19	Chelsom Ltd UK	$75,905.58	$75,905.58	$0.00	
20	Electric Mirror	$34,020.00	$34,020.00	$0.00	
21	Marquis Custom Hospitality Seating	$391,973.00	$305,022.00	$86,951.00	
22	Arteriors	$2,154.00	$2,154.00	$0.00	
23	Uttermost Co, The	$1,494.00	$1,494.00	$0.00	
24	Tri-Tex Enterprises, Inc.	$142,971.10	$86,321.05	$40,814.93	Remaining balance to be paid upon completion.
25	Innovations in Wallcoverings Inc	$2,590.80	$2,590.80	$0.00	
26	F Schumacher & Co (NY)	$1,680.00	$1,680.00	$0.00	
27	Aesthetics Wallcoverings	$3,420.00	$3,420.00	$0.00	
28	Valley Forge Fabrics Inc.	$174,138.78	$174,138.78	$0.00	
29	Ulster Carpet Mills	$8,661.78	$8,661.78	$0.00	
30	Tri-Tex Enterprises, Inc.	$1,316.70	$1,316.70	$0.00	
31	Mitchell Gold + Bob Williams	$2,420.00	$2,420.00	$0.00	
32	Currey & Company	$2,280.00	$2,280.00	$0.00	
33	Majestic Mirror and Frame	$4,867.50	$4,867.50	$0.00	
34	Potocco	$10,486.00	$10,486.00	$0.00	

BW Dallas, LLC dba Benjamin West
c/o 428 CTC Boulevard
Louisville CO United States
Phone: 972.407.9950
Fax: 972.407.9951

Hyatt Conroe Rooms Funds Summary

35	Design Within Reach	$1,964.90	$1,914.90	$50.00
37	Haven Studios	$5,700.00	$5,700.00	$0.00
38	VISUAL COMFORT & CO.	$4,065.00	$4,065.00	$0.00
39	Kimball Hospitality Inc	$5,655.00	$5,655.00	$0.00
40	Richloom Fabrics Group	$19,581.00	$19,581.00	$0.00
41	Brintons US Axminster	$14,084.89	$14,084.89	$0.00
42	Demar Leather Company	$7,029.60	$7,029.60	$0.00
43	Phillips Collection	$390.37	$390.37	$0.00
44	Made Goods	$1,105.00	$1,105.00	$0.00
45	DWR Contract	$573.23	$520.80	$52.43
46	In Common With	$1,530.00	$1,530.00	$0.00
47	Lily Jack	$5,335.00	$5,335.00	$0.00
48	ID Collection	$114,949.80	$111,577.00	$3,372.80
49	The Romo Group	$711.29	$645.00	$66.29
50	Romo USA	$3,978.37	$3,645.00	$333.37
51	Innovations	$1,202.60	$1,202.60	$0.00
52	Innovations	$128.85	$128.85	$0.00
53	KB Contract	$723.75	$723.75	$0.00
54	Lark Fontaine Textiles	$11,970.00	$11,970.00	$0.00
55	KB Contract	$23,815.75	$23,815.75	$0.00
56	Pollack & Associates	$1,475.00	$1,475.00	$0.00
57	Holly Hunt	$3,728.00	$3,525.00	$203.00
58	Holly Hunt	$1,598.00	$1,598.00	$0.00
59	Pollack & Associates	$285.00	$285.00	$0.00
60	Taffard Fabrics	$157.50	$157.50	$0.00
61	Opuzen Design	$895.20	$888.00	$7.20
62	Fabricut Contract	$447.10	$447.10	$0.00
63	Kravet Contract	$167.62	$129.20	$38.42
65	George Cameron Nash	$434.00	$365.00	$69.00
66	Tri-Tex Enterprises, Inc.	$5,359.70	$2,679.85	$2,679.85
67	Joseph Noble	$1,000.00	$950.00	$50.00
68	Sponge Cushion Inc	$14,326.80	$14,326.80	$0.00
70	Soho Myriad Inc	$62,556.69	$31,278.69	$31,278.00
71	Visual Comfort	$1,270.49	$1,270.49	$0.00
72	Buster & Punch - VOID	$0.00	$0.00	$0.00
73	Electric Mirror	$2,866.00	$2,866.00	$0.00
74	Interface Hospitality Flooring	$17,864.15	$17,864.15	$0.00

BW Dallas, LLC dba Benjamin West
c/o 428 CTC Boulevard
Louisville CO United States
Phone: 972.407.9950
Fax: 972.407.9951

Hyatt Conroe Rooms Funds Summary

75	Holly Hunt	$435.00	$375.00	$60.00
77	Zoffany Fabrics	$810.00	$760.00	$50.00
78	JMC Global	$327,598.00	$155,782.00	$171,816.00
79	Light Annex	$5,928.00	$5,928.00	$0.00
80	Trinity Lighting	$426.14	$426.14	$0.00
81	P Kaufmann Contract	$1,038.00	$1,038.00	$0.00
82	Lightology	$428.95	$393.53	$35.42
83	Looney & Associates	$8,000.00	$8,000.00	$0.00
84	Voss Lighting	$300.33	$300.33	$0.00
85	QUILTCRAFT	$29,671.00	$0.00	$29,671.00
86	Voss Lighting	$544.70	$0.00	$544.70
		$5,944,108.65	**$4,586,730.59**	**$511,652.00**

Smith, Cassandra

From: Boothe, Collin
Sent: Monday, June 12, 2023 12:31 PM
To: 'Mark Bullard'
Cc: Smith, Cassandra; Glenn Garfield
Subject: RE: CHCC - Owner's Contingency Use Request

Approved

Thanks,
Collin

Collin Boothe, CGFO
Assistant City Administrator/Director of Finance
City of Conroe
300 West Davis Street, Ste. 400
Conroe, TX 77301
Office: (936) 522-3049
Cell: (936) 444-5600

From: Mark Bullard <mark.b@garfieldpublicprivate.com>
Sent: Monday, June 12, 2023 11:36 AM
To: Boothe, Collin <cboothe@cityofconroe.org>
Cc: Smith, Cassandra <CSmith@cityofconroe.org>; Glenn Garfield <Glenn.G@garfieldpublicprivate.com>
Subject: RE: CHCC - Owner's Contingency Use Request

Collin,

Please refer to the attached breakdown from Benjamin West.

Mark Bullard
Vice President

GARFIELD PUBLIC PRIVATE

Garfield Public/Private LLC
14911 Quorum Drive | Suite 380
Dallas, Texas 75254 | M 817.913.8698
mark.b@garfieldpublicprivate.com | www.garfieldpublicprivate.com

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Please consider the environment before printing this e-mail

From: Mark Bullard
Sent: Monday, June 12, 2023 10:45 AM

To: Boothe, Collin cboothe@cityofconroe.org
Cc: Smith, Cassandra CSmith@cityofconroe.org; Glenn Garfield Glenn.G@garfieldpublicprivate.com
Subject: RE: CHCC - Owner's Contingency Use Request

Collin,

Looks like I didn't finish my thought at the end of the email below. I meant to say that the increased value is due to several circumstances, such as, requiring expediting of products, re-ordering damaged products where liability was indeterminate, increasing the number of FF&E installers to shorten install schedules, etc.

Let me know if you have any questions.

Mark Bullard
Vice President

GARFIELD PUBLIC PRIVATE

Garfield Public/Private LLC
14911 Quorum Drive | Suite 380
Dallas, Texas 75254 | **M** 817.913.8698
mark.b@garfieldpublicprivate.com | www.garfieldpublicprivate.com

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Please consider the environment before printing this e-mail

From: Mark Bullard
Sent: Monday, June 12, 2023 10:12 AM
To: Boothe, Collin <cboothe@cityofconroe.org>
Cc: Smith, Cassandra <CSmith@cityofconroe.org>; Glenn Garfield <Glenn.G@garfieldpublicprivate.com>
Subject: CHCC - Owner's Contingency Use Request

Collin,

After our invoice was unable to be posted for the June 8th City Council meeting, I had a discussion with you about needing to modify/add to our invoice. The reason for this is that the FF&E Funding Request from Benjamin West was greater than the value we had left for FF&E. Since I didn't have enough time to analyze how we pay for the difference before needing to submit to you and Cassie, I just asked Glenn to submit the value we had left in FF&E. Now that we have another opportunity to correct this, I'd like to request the use of the Owner's Contingency to pay for the difference. As noted previously, this is to pay for the remaining 50% to release materials or to pay for the services of our FF&E Installers. I've asked Benjamin West to provide a breakdown for you and should have later today. I wanted to get this request in early so that we can get this resolved before needing to post later today. I will have Glenn work up the invoice and send it through to you and Cassie. Please let me know if you'd like to jump on a call to discuss further.

See below for the breakdown.

Original 5/19/23 FF&E Funding Request	$511,652
GPP Revised FF&E Request (Invoice value submitted)	$420,000
FF&E Funding Request Variance Still Needed	**$91,652**

Owner's Contingency Value Currently	$264,595
Owner's Contingency Requested to Fund FF&E Variance	**$91,652**
Owner's Contingency Remaining	$172,943

This increased value is due to the

Mark Bullard
Vice President

GARFIELD PUBLIC PRIVATE

Garfield Public/Private LLC
14911 Quorum Drive | Suite 380
Dallas, Texas 75254 | **M** 817.913.8698
mark.b@garfieldpublicprivate.com | www.garfieldpublicprivate.com

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Please consider the environment before printing this e-mail

Meeting Date: 06/21/2023
Department: Finance
Contact: Collin Boothe, Asst. City Administrator and Director of Finance
Submitted By: Cassie Smith, Asst. Director of Finance

Workshop

Item Type: Other

C. Smith

Joint Meeting: CLGC

Description
Vendor: S&P Global Ratings

Summary / Recommendation
Invoice: 11455394 Annual Surveillance Fee (05/01/2023 thru 04/30/2024) on Hotel Revenue Bonds $66,000.00

Fiscal Impact

Expenditure Amount:	$66,000.00
Revenue Amount:	
Account Number:	603-8080-9020 H90-XP
Budget Amendment Required Y/N:	N
Financial Review Complete:	CS
Financial Review Notes:	

Attachments
S&P -2023

Purchase Order Invoice Tabulation
FY 22-23

Vendor Info:	Standard & Poor's Financial Services, LLC 2542 Collection Center Drive Chicago, IL 60693
Council Approval:	5/28/2020
Project/Description:	Hotel Construction Fund 603 H90
Purchase Order Number:	23-01009
Contract Amount:	$ 66,000.00

Date	Invoice #	Amount
5/30/2023	11455394	$66,000.00

Total Spent: $66,000.00

Remaining Purchase Order Balance: $ -

Percentage of Contract Paid: 0%

Cassie Smith

Assistant Director of Finance

Assistant City Administrator/Director of Finance

S&P Global
Ratings

Standard & Poor's Financial Services, LLC
Federal I.D.: 26-3740348

Invoice No: 11455394
Customer No: 1000114147
Invoice Date: 05/30/23
Tax Exempt No:
Page No: 1
Print Date: 05/30/23

0201

STEVE WILLIAMS
CONROE, TEXAS
P.O. BOX 3066
CONROE TX 77305

	Description of Services	Amount
3U0PFA	ANALYTICAL SERVICES RENDERED IN CONNECTION WITH: CONROE LOCAL GOVERNMENT CORPORATION US$28.69 MIL 1ST LIEN HOTEL REV BONDS DUE 2021 US$26.86 MIL 2ND LIEN HOTEL REV BONDS DUE 2021 ANNUAL SURVEILLANCE FEE (05/01/2023 THRU 04/30/2024)	$66,000.00

FOR INQUIRIES PLEASE CONTACT:
COLLECTIONSUSRATINGS@SPGLOBAL.COM
TEL: 1-800-767-1896
FAX: 1-212-438-5178

For inquiries contact the client services representative listed on this invoice. Do not return it or direct any inquiries about the invoice to credit ratings analysts. S&P Global Ratings maintains a separation of commercial and analytical activities. Please note that our credit ratings analysts are not permitted to communicate, negotiate, arrange or collect credit rating fees.

Please reference invoice or statement number on all checks and wire transfers

This Invoice Due and Payable As Of: 05/30/23

INVOICE TOTAL $66,000.00 **USD**

Make Checks Payable To:

S&P Global
Ratings

Standard & Poor's Financial Services, LLC
Federal I.D.: 26-3740348

Invoice No: 11455394
Customer No: 1000114147
Invoice Date: 05/30/23

Billed To:

0201

STEVE WILLIAMS
CONROE, TEXAS
P.O. BOX 3066
CONROE TX 77305

Wire Transfer To:

Please include invoice #
Bank of America
S&P Global Ratings
Account # 12334-02500
ABA # 0260-0959-3
Or E-mail: cashapps@spglobal.com

Remit To:

S&P GLOBAL RATINGS
2542 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

TOTAL AMOUNT DUE:
$66,000.00 **USD**
AMOUNT ENCLOSED:

10001141471 11455394 06600000 1 700 10 07 0523 3

If you are the object of fraud or any other crime, such occurrence will not excuse your payment or any other obligations to S&P Global Ratings under your agreement with S&P Global Ratings, and you will remain fully liable for its performance of such obligations under your agreement.

Meeting Date: 06/21/2023
Department: Administration
Contact: Gary Scott, City Administrator
Submitted By: Pamela Brown, Adm. Assistant - Adminstration

Workshop

Item Type: Executive Session

Item Type:
Executive Session

Mayor Czajkoski

Joint Meeting:
No Joint Meeting

Description
* SJRA GRP Contract litigation (Section 551.071);
* QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Section 551.071);
* Deliberation concerning the purchase, exchange, lease or value of real property (Section 551.072);
* Personnel Matters (Section 551.074);
* Deliberation regarding Security Personnel, Security Devices, or Security Audits (Sec.551.076 and Sec. 551.089).

Summary / Recommendation
Consider * SJRA GRP Contract litigation (Section 551.071); * QUADVEST, LP, et al vs. SJRA vs. CITY OF CONROE, ET AL (Section 551.071); * Deliberation concerning the purchase, exchange, lease or value of real property (Section 551.072); * Personnel Matters (Section 551.074) *Deliberation regarding Security Personnel, Security Devices, or Security Audits (Sec.551.076 and Sec. 551.089).