



Conroe Independent School District Board of Trustees
Official Notice and Agenda
Regular Meeting
6:00 PM Tuesday, December 12, 2023

A Regular Meeting of the Board of Trustees of the Conroe Independent School District will be held on Tuesday, December 12, 2023, beginning at 6:00 PM in the CISD Administration Building, 3205 W. Davis, Conroe, TX 77304. The meeting may be accessed virtually at <http://tiny.conroeisd.net/R78KV> * Subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

- I. **Opening**
 - A. Invocation
 - B. Pledge of Allegiance
- II. **Special Recognition**
 - A. 2023 UIL Class 6A Volleyball State Champions, Grand Oaks High School
- III. **Citizen Participation**
- IV. **Consent Agenda**
 - A. Consider and Approve Minutes
 - B. Consider and Approve Amendment to the 2023-2024 Budget
 - C. Receive Human Resources Report and Consider and Approve Employment of Professional Personnel
 - D. Consider and Approve Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- V. **Administration**
 - A. Receive Information Regarding the Development of the 2024-2025 School Calendar
- VI. **Teaching and Learning**
 - A. Board Member Requested Discussion with State Board Of Education Member Audrey Young Regarding the Addition of Intelligent Design to the State's Science Curriculum
- VII. **Operations**
 - A. Receive Information Regarding the Award of \$10,105,304 from the Texas Education Agency 2023-2025 Safety and Facilities Enhancement Grant, Cycle 1
- VIII. **Planning and Construction**
 - A. Consider and Assign Architects for Pre-Construction and Design Services for Multiple Projects and Delegate Authority to the Superintendent to Negotiate and Execute Owner-Architect Agreements
 - B. Consider and Approve the Guaranteed Maximum Price Amendment for the Campus Renovations 2024 Project and Authorize the Superintendent to Negotiate and Execute the Contract Documents
 - C. Receive Capital Improvements Update
- IX. **Business/Purchasing**
 - A. Consider and Award RFP# 23-09-01 Employee Benefits Consulting Services
 - B. Consider and Approve the Replacement of Priority Chillers through the District's Job Order Contract Program
- X. **Business/Finance**
 - A. Consider and Approve an Order Authorizing the Issuance, Sale, and Delivery of Conroe Independent School District Unlimited Tax School Building Bonds, Series 2024; Setting Certain Parameters for the Bonds; Authorizing the Superintendent and Chief Financial Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Related Thereto
 - B. Receive Financial Reports
- XI. **Legal**

- A. Consider Resolution to Cast Votes and Cast Votes in Election of 2024-2025 Montgomery Central Appraisal District Board of Directors
- B. Consider and Adopt Local Board Policies CQB Technology Resources - *Cybersecurity*; CSA Facility Standards - *Safety and Security*; DC Employment Practices; EHB Curriculum Design - *Special Programs*; EHBC Special Programs - *Compensatory Services and Intensive Programs*; EHBCA Compensatory Services and Intensive Programs - *Accelerated Instruction*; FEA Attendance - *Compulsory Attendance*; FFAC Wellness and Health Services - *Medical Treatment*; FFB Student Welfare - *Crisis Intervention*; FL Student Records; and, GKG Community Relations - *School Volunteer Program* and Delete EHBC Special Programs - *Compensatory Services and Intensive Programs*
- C. Consider and Rule on the Level 3 Appeal for a Complaint Filed by Mrs. T. G. pursuant to CISD Board Policy FNG *Student Rights and Responsibilities - Student and Parent Complaints/Grievances*

XII. **Executive Session****

XIII. **Action on Executive Session Items**

XIV. **Take Requests from Trustees Regarding Future Board Agenda Items**

XV. **Adjourn**

Posted in compliance with the Texas Open Meetings Act: _____ at _____.

Dr. Curtis Null, Superintendent of Schools
for the Board of Trustees

*** Virtual Link**

Any meeting not live-streamed will be made available via recording in accordance with Tex. Gov't Code Section 551.128(b-2), (b-4)

**** Executive Session Authorization during Meeting**

The Board of Trustees may conduct a closed or executive meeting or session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in an open meeting. The Board of Trustees may convene in closed or executive session or meeting as authorized by the Texas Open Meetings Act, under the following Texas Government Code Sections:

§551.071 – For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law including board governance;

§551.072 – For the purpose of discussing the purchase, exchange, lease, or value of real property;

§551.073 – For the purpose of considering a negotiated contract for prospective gifts or donations;

§551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employee(s)/officer(s) including board governance and/or to hear complaints or charges against public employee(s)/public official(s).

§551.076 – To consider the deployment, or specific occasions for implementation, of security personnel or devices;

§551.082 – For the purpose of considering the discipline of a public school child or children or to hear a complaint for an employee against another employee;

§551.0821 – For a matter regarding a public school student if personally identifiable information about the student will be revealed by the deliberation;

§551.084 – For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness

§551.089 – Deliberation regarding security devices or security audits

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either:

- a) the open meeting covered by this notice upon the reconvening of the public meeting; or
- b) at a subsequent public meeting of the Board upon notice thereof as the Board shall determine.

Special Board Recognition
2023 UIL Class 6A Volleyball State Champions
Grand Oaks High School

Recommendation:

That the Conroe Independent School District Board of Trustees give special recognition to the 2023 UIL Class 6A Volleyball State Champions as submitted by Sarah Blakelock, Director of Communications, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Grand Oaks High School's Volleyball Team competed in the 2023 6A State Championship at the Curtis Culwell Center in Garland on November 17-18. The team, who completed the season with a 48-1 record, won the championship in three straight sets.

Grand Oaks High School Principal, Mr. James Bush, will introduce Coach Morgan Rogers who will present the team to the Board.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Sarah Blakelock
Director of Communications

Citizen Participation

Recommendation:

That the Conroe Independent School District Board of Trustees accept as information the presentations made by citizens, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Citizens will have the opportunity to address the Board in accordance with Board Policy BED.

Board Policy: BED

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

Consider Approval of Minutes

Recommendation:

That the Conroe Independent School District Board of Trustees approve the minutes of recent board meetings listed below, as submitted and recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Attached are the minutes from the November 14, 2023, Regular Board Meeting and the December 5, 2023, Board Workshop. These minutes will become official upon your approval.

Policy Reference: Legal and Local Board Policy BE

Submitted and Recommended by:

Dr. Curtis Null
Superintendent of Schools

**Conroe Independent School District
Board of Trustees Regular Board Meeting
November 14, 2023**

I - OPENING

A regular meeting of the Conroe Independent School District Board of Trustees was held Tuesday, November 17, 2023, in the Board Room of Deane L. Sadler Administration Building located at 3205 W. Davis, Conroe, TX 77304. Superintendent Dr. Curtis Null and a quorum of the Board of Trustees attended the meeting: Skeeter Hubert, Theresa Wagaman, Datren Williams, Melissa Dungan, Tiffany Nelson, and Misty Odenweller. Stacey Chase attended the meeting virtually. Board President Skeeter Hubert called the meeting to order at 6:01 p.m. Mr. Hubert led the invocation and Mrs. Dungan led the pledges.

II - SPECIAL RECOGNITION

A - National Merit Scholarship Semifinalists:

The Board of Trustees gave special recognition to the following Conroe ISD National Merit Scholarship Semifinalists: Arman Ahmad, Mark Antonov, Kate Ashford, Mila Ashford, Rohan Balla, Landon Batza, Meghan Birney, Aiden Chandler, Landon Coutee, Jacob Daniels, Bethany Elliott, Isabel Eshetu, Rishab Ghosh, Morgan Glennie, Matyas Gomez Sanchez, Krishan Gupta, Dominic Handsborough, Hana Jeong, Claire Jones, Gidean Karp, Stephanie Ma, Brooks McCoy, Rohan Mehta, Roshan Mehta, Avery Moriyasu, Shivani Mundra, John Neal, Cindy Shen, Asong Shu, Kathleen Song, Zachary Thibodeaux, Alexa Tran, Nicholas Uthman, Owen Vander Wall, Joseph Vaughn, Nicholas Woravka, Acacia Zhang, and Grace Zhang.

III - CITIZEN PARTICIPATION

The following citizen(s) addressed the Board:

- | | | |
|------------------|---------------------|---------------------|
| • Evan Berlin | • Steve Foley | • Anthony Shelton |
| • Dede Fox | • Deborah Farris | • Carolyn Nini |
| • Racheal Walker | • Lanah Burkhardt | • Linda Long |
| • Scott Kidd | • Riley Lee | • Alex Harris |
| • Brent Veazey | • Ryan Tsamouris | • Olimpia Rodriguez |
| • Noah Brown | • Trent Talbot | • Tina Orebaugh |
| • Robert Holden | • Leianne Alexander | • Amelia Loftis |
| • Juliet Loftis | • Paul Laskoski | • Susan Scruggs |

IV - LEGAL

A - Consider and Approve Order Canvassing Returns and Declaring Results of the November 7, 2023 Bond Election: Motion #7378

Misty Odenweller, seconded by Melissa Dungan, moved: That the Board of Trustees declare the results of the November 7, 2023, Conroe ISD School Bond Election as tabulated by the Montgomery County Elections Administrator to be correct and issue a Certificate and Order reflecting the results. Without having the final results packet to view, Stacey Chase abstained from voting.

Carried by a vote of 6-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Abstained
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

V - CONSENT AGENDA

A - Consider and Approve Minutes from the October 12, 2023 Regular Board Meeting

B - Consider and Approve Amendment to the 2023-2024 Budget

C - Receive Human Resources Report and Consider and Approve Employment of Professional Personnel

D - Consider and Approve 2023-2024 Campus Improvement Plans

E - Consider and Approve 2023-2024 District Improvement Plan

F - Consider and Award RFP# 23-08-01 Career Technical Education (CTE) Materials, Supplies, & Equipment

G - Consider and Award RFP# 23-08-02 Catering Services

H - Consider and Award RFP# 23-08-03 Supplemental Contracted Educational Services & Professional Development Services

I - Consider and Award RFP# 23-08-04 Instructional Supplies & Materials for the Classroom

J - Consider and Approve Remote Homebound Instruction Waivers for Special Education and Section 504 Students Receiving Virtual Instruction

Trustees Melissa Dungan and Tiffany Nelson requested item V-I *Consider and Award RFP# 23-08-04 Instructional Supplies & Materials for the Classroom* be removed from the consent agenda to discuss and vote separately.

President Hubert removed item V-I from the Consent Agenda and relocated the item to XI-C on the agenda.

Motion #7379

Theresa Wagaman, seconded by Tiffany Nelson, moved: That the Board of Trustees approve the remaining items on the consent agenda as presented:

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

VI - ADMINISTRATION

A - Consider and Approve the Seventh and Eighth Grade Cell Phone and Smartwatch Guidelines:

Motion #7380

Misty Odenweller, seconded by Melissa Dungan, moved: That the Board of Trustees approve the cell phone committee’s following recommendation regarding the use of cell phones during the school day by students in grades Seventh and Eighth:

- Cell phones and smartwatches may be used respectfully and responsibly before school and after school.
- Cell phones and smartwatches should be set on silent mode and be kept in the designated storage area during class time (e.g. backpacks, cell phone caddy, or lockers), and should not be visible during instructional time. Cell phones should not be used for reward time or free time.
- Cell phones and smartwatches should not be utilized in any area of the building during class time. This includes hallways, offices, restrooms, locker rooms etc. Cell phones and smartwatches should remain in the designated storage area when students leave the classroom during class time.
- Cell phone and smartwatch use during common times (e.g. lunches and class change) will be determined by campus administration in collaboration with the campus Foundations Team.
- Cell phones and smartwatches should not be used to capture video, audio, or images at school or on the bus.

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

B - Consider and Approve the Ninth through Twelfth Grade Cell Phone and Smartwatch Guidelines:

Motion #7381

Theresa Wagaman, seconded by Misty Odenweller, moved: That the Board of Trustees approve the cell phone committee’s following recommendation regarding the use of cell phones during the school day by students in grades Ninth through Twelfth:

- Cell phones and smartwatches may be used respectfully and responsibly before school and after school.
- Cell phones and smartwatches should be set on silent mode and be kept in the designated storage area during class time (e.g. backpacks, cell phone caddy, or lockers), and should not be visible during instructional time unless directed by a teacher for instructional use. Cell phones should not be used for reward time or free time.
- Cell phones and smartwatches should not be utilized in any area of the building during class time. This includes hallways, offices, restrooms, locker rooms, etc. Cell phones and smartwatches should remain in the designated storage area when students leave the classroom during class time.
- Cell phone and smartwatch use during common times (e.g. lunches and class change) will be determined by campus administration in collaboration with the campus Foundations Team.
- Cell phones and smartwatches should not be used to capture video, audio, or images at school or on the bus unless given permission by campus staff.

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

C - Receive Information Regarding the Development of the 2024-2025 School Calendar:

Assistant Superintendent of Teaching and Learning Dr. Hedith Upshaw presented the status of the 2024-2025 calendar

survey results. The Board provided input regarding the school calendar process.

D - Receive Attendance Zone Update for Elementary Schools in the Caney Creek High School and Conroe High School Feeder Zones:

Assistant Superintendent of Operations Mr. Chris McCord presented an attendance zone update for elementary schools in the Caney Creek High School and Conroe High School feeder zones.

E - Consider and Adopt Resolution to Begin the Process of Renewing the District's Designation as a District of Innovation:

Motion #7382

Theresa Wagaman, seconded by Tiffany Nelson, moved: That the Board of Trustees approve a resolution authorizing the District to begin the process of renewing its designation as a district of innovation.

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

VII – PUBLIC HEARING

A - Hold a Public Hearing to Consider Whether the District Should Revise and/or Renew its Local Innovation Plan to Maintain its Designation as a District of Innovation:

The Open Session recessed at 8:52 p.m.

The Regular Meeting was adjourned to hold a public hearing as required by Texas Education Code §12A.002 for the purpose of determining whether the District should revise and/or renew its local innovation plan. Public comment was invited but no one commented.

The Open Session reconvened at 8:57 p.m.

VII - ADMINISTRATION

A - Consider Designating the District Level Planning and Decision Making Committee as the Local Innovation Plan Committee:

Motion #7383

Theresa Wagaman, seconded by Datren Williams, moved: That the Board of Trustees approve to designate the District Level Planning and Decision-Making Committee as the Local Innovation Plan Committee. Appointment of this committee to serve as the Local Innovation Plan Committee is the most efficient use of District resources due to their depth of knowledge and representative composition – community members, business representatives, parents, and professional staff from all feeder zones.

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

IX - OPERATIONS

A - Receive Information Regarding Districtwide Intruder Detection Audits:

Assistant Superintendent of Operations Mr. Chris McCord presented information regarding the Districtwide Intruder Detection Audit Report Findings conducted by the Texas School Safety Center.

X - PLANNING AND CONSTRUCTION

A - Consider and Approve Change Order to the Guaranteed Maximum Price Amendment for the Conroe High School Master Plan Project and Delegate Authority to the Superintendent to Execute the Contract Documents:

Motion #7384

Datren Williams, seconded by Theresa Wagaman, moved: That the Board of Trustees approve a change order to the Guaranteed Maximum Price Amendment for the Conroe High School Master Plan Project and delegated authority to the Superintendent to execute the contract documents. The change order the Board is being asked to approve will amend the February 2021 GMP to allow Ellisor Constructors, Inc. to cover project cost increases created by market conditions that go beyond the original anticipated cost of the project. Funding for the increase will come from the 2019 Bond Contingency Fund.

Carried by a vote of 6-1.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Nay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

B - Receive Capital Improvements Update:
The Board of Trustees received information regarding the progress and status of current capital improvement projects from Easy Foster, Director of Planning and Construction.

XI - BUSINESS / PURCHASING

A - Consider and Award RFP# 23-08-05 Auto Fleet Parts:

Motion #7385

Datren Williams, seconded by Theresa Wagaman, moved: That the Board of Trustees award RFP #23-08-05 Auto Fleet Parts to the recommended vendors listed on the item for an estimated annual expenditure of \$ 2,400,000 and authorize the Superintendent to execute any documents necessary to effectuate the purchase.

Carried unanimously by a vote of 7-0.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

B - Consider and Award RFQ# 23-10-01 Portable Buildings:

Motion #7386

Datren Williams, seconded by Tiffany Nelson, moved: That the Board of Trustees award RFQ #23-10-01 Portable Buildings to Palomar Modular Buildings, LLC, for an estimated expenditure of \$1,600,000.00, and authorize the Superintendent to execute any documents necessary to effectuate purchases.

Carried unanimously by a vote of 7-0.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

C - Consider and Award RFP# 23-08-04 Instructional Supplies & Materials for the Classroom:

Motion #7387

Datren Williams, seconded by Theresa Wagaman, moved: That the Board of Trustees award RFP #23-08-04 Instructional Supplies & Materials for the Classroom to the vendors listed on the tabulation and authorize the Superintendent to execute any documents necessary to effectuate purchases. This will supplement and expand the current pool of previously awarded vendors for instructional supplies for the District with a total estimated annual expenditure of approximately \$17.5M in this category.

Carried unanimously by a vote of 7-0.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

XII - BUSINESS / FINANCE

A - Receive Information Regarding Ways to Increase Employee Compensation, the Potential Impact on the District's Budget, Teacher Hiring Schedule, and Employee Pay Plan, Consider Increasing Employee Compensation, and Take Action, if any, to Adjust Employee Compensation:

Chief Financial Officer Darrin Rice presented information to the Board regarding ways to increase employee compensation, the potential impact on the district's budget, teacher hiring schedule, and employee pay plan.

Motion #7388

Datren Williams, seconded by Stacey Chase, moved: That the Board of Trustees approve a 2.5% raise on the midpoint for all Conroe ISD employees. The raise will be applied retroactively to the beginning of all employees 2023-2024 contract start date.

Carried unanimously by a vote of 7-0.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

B - Receive Financial Reports:

Director of Finance Karen Garza presented the year-to-date financial reports.

XIII – LEGAL

A - Adopt Local Board Policies EFA *Instructional Resources - Instructional Materials* and EFB *Instructional Resources - Library Materials*:

Local Board Policies EFA and EFB have been revised to reflect changes requested by the Board of Trustees. Changes include adding the definition of “sexually explicit materials” to both policies, revising the appeal process to eliminate level 2, including an email notification to parents regarding library books checked out by their child, requiring parental permission for secondary students to access books included in classroom collections, and adding a provision specifically addressing instructional resources at the elementary and intermediate levels.

Motion #7389

Tiffany Nelson, seconded by Melissa Dungan, moved: That the Board of Trustees adopt Local Board Policies EFA *Instructional Resources - Instructional Materials* and EFB *Instructional Resources – Library Materials* as presented.

Carried by a vote of 5-2.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Nay
Stacey Chase: Nay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

B - Receive Information Regarding Local Policy Manual Update 122 including Local Board Policies CQB Technology Resources - *Cybersecurity*; CSA Facility Standards - *Safety and Security*; DC Employment Practices; EHB Curriculum Design - *Special Programs*; EHBC Special Programs - *Compensatory Services and Intensive Programs*; EHBCA Compensatory Services and Intensive Programs - *Accelerated Instruction*; FEA Attendance - *Compulsory Attendance*; FFAC Wellness and Health Services - *Medical Treatment*; FFB Student Welfare - *Crisis Intervention*; FL Student Records; and, GKG Community Relations - *School Volunteer Program*:

The Board received information from Conroe ISD General Counsel Carrie Galatas regarding Local Policy Manual Update 122.

C - Consider Resolution to Cast Votes and Cast Votes in Election of 2024-2025 Montgomery Central Appraisal District Board of Directors:

Motion #7390

Theresa Wagaman, seconded by Datren Williams, moved: That the Board of Trustees cast a total of 1696 votes as follows: Arthur Bredehoft – 298 votes; Bonar Luzey II – 550 votes; Frank Smith – 298 votes; Bruce Tough – 550 votes.

Motion Failed 3-3-1.

Skeeter Hubert: Abstained
Theresa Wagaman: Yay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Nay
Tiffany Nelson: Nay
Misty Odenweller: Nay

D - Conduct a Hearing and Consider the Level 3 Appeal of the Reconsideration Committee's Decision related to Drama by Raina Telgemeier:

Motion #7391

Theresa Wagaman, seconded by Skeeter Hubert, moved: That the Board of Trustees approve the book Drama by Raina Telgemeier to remain in Junior High and High School collection and be removed from Intermediate School collections.

Motion Failed 2-5.

Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Nay
Stacey Chase: Nay
Melissa Dungan: Nay
Tiffany Nelson: Nay
Misty Odenweller: Nay

Motion #7392

Datren Williams, seconded by Stacey Chase, moved: That the Board of Trustees uphold the decision of the Reconsideration Committee.

Motion Failed 3-4.
Skeeter Hubert: Yay
Theresa Wagaman: Nay
Datren Williams: Yay
Stacey Chase: Yay
Melissa Dungan: Nay
Tiffany Nelson: Nay
Misty Odenweller: Nay

Motion #7393

Melissa Dungan, seconded by Misty Odenweller, moved: That the Board of Trustees approve to remove the book from all collections.

Motion Failed 3-4.
Skeeter Hubert: Nay
Theresa Wagaman: Nay
Datren Williams: Nay
Stacey Chase: Nay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

Motion #7394

Theresa Wagaman, seconded by Misty Odenweller, moved: That the Board of Trustees approve the book to remain in Junior High and High School collection and be removed from Intermediate School collections.

Motion Failed 3-4.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Nay
Stacey Chase: Nay
Melissa Dungan: Nay
Tiffany Nelson: Nay
Misty Odenweller: Yay

Motion #7395

Skeeter Hubert, seconded by Misty Odenweller, moved: That the Board of Trustees approve the book to remain in High School collections and be removed from Junior High School and Intermediate School collections.

Carried by a vote of 5-2.
Skeeter Hubert: Yay
Theresa Wagaman: Yay
Datren Williams: Nay
Stacey Chase: Nay
Melissa Dungan: Yay
Tiffany Nelson: Yay
Misty Odenweller: Yay

CLOSED SESSION

The Open Session recessed on November 15, 2023 at 12:39 a.m.

The Board of Trustees Conducted a Level Three Hearing pursuant to Board Policy FNG for parent D.R. in Closed Session in Accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before the Closed Meeting Convened, the Presiding Officer Publicly Identified the Following Sections of the Act Authorizing the Closed Meeting: Tex Govt Code Sections 551.071, 551.074, and 551.0821.

The Open Session reconvened on November 15, 2023 at 12:52 a.m.

TAKE REQUESTS FROM TRUSTEES REGARDING FUTURE BOARD AGENDA ITEMS

No requests for future board agenda items were made

ADJOURNMENT

Motion #7396

Melissa Dungan, seconded by Theresa Wagaman moved: That the meeting adjourn. President Hubert adjourned the meeting November 15, 2023 at 12:53 a.m.

Approved: December 12, 2023 by:

President, Board of Trustees

Secretary, Board of Trustees

**CONROE INDEPENDENT SCHOOL DISTRICT
BOARD WORKSHOP
DECEMBER 5, 2023 – 6:00 P.M.**

Opening

A Workshop of the Board of Trustees of the Conroe Independent School District was held in Special Session on the above date. A quorum of the Board was in attendance: Theresa Wagaman, Stacey Chase, Melissa Dungan, and Misty Odenweller. Skeeter Hubert, Datren Williams, and Tiffany Nelson were not present. Superintendent Dr. Curtis Null began the Workshop at 6:03 p.m.

Public Comment

No citizens registered to address the Board regarding matters on the workshop agenda.

Overview of the 2023 Bond Program:

The Board of Trustees received a timeline and overview of the 2023 Bond Program and projects to be completed by 2028.

External Review of Planning and Construction Department and Processes:

Superintendent Dr. Curtis Null introduced Mr. Robert Robertson from N2 Learning. Mr. Robertson will be conducting an external review of the Conroe ISD Planning and Construction Department and processes as the 2023 Bond program proceeds.

Financial Overview of the 2023 Bond Program:

Chief Financial Officer Darrin Rice and Conroe ISD Financial Advisor John Robuck provided a preliminary timetable of events for Unlimited Tax School Building Bonds, Series 2024, and final pricing results for Unlimited Tax Refunding Bonds, Series 2023A. The Board also received an overview of bond financing including:

- Role of Financing Team Members
- Debt Structure and Features
- Market Factors Affecting Bond Sale Results
- Common Bond Financing Terms

Planning and Construction Overview and Timeline Discussion of 2023 Bond Projects:

Director of Planning and Construction Easy Foster introduced his department team and provided detailed information regarding the timeline of 2023 Bond projects. Mr. Foster promoted discussion and answered all board inquiries including project delivery options.

Adjournment

Dr. Null adjourned the Board Workshop at 7:51 p.m.

President, Board of Trustees

Secretary, Board of Trustees

Consider and Approve Amendment to the 2023-2024 Budget

Recommendation:

That the Conroe Independent School District Board of Trustees approve an amendment to the 2023-2024 Official Budget, as reflected in the summary below and detailed in the following pages, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Revenues:

	<i>Current Budget</i>	<i>Amendment</i>	<i>Amended Budget</i>
<u>General Fund</u>	<u>\$ 672,792,341.00</u>	<u>\$ -</u>	<u>\$ 672,792,341.00</u>
Total Revenue Increase, General Funds	672,792,341.00	-	672,792,341.00
<u>All Other Funds</u>			
Safety and Facilities Enhancement (SAFE) Grant	-	10,105,304.00	10,105,304.00
Summer School LEP Grant	-	69,065.00	69,065.00
State Supplemental Visually Impaired Fund	31,200.00	14,688.00	45,888.00
Total Revenue Increase, All Funds	<u>\$ 672,823,541.00</u>	<u>\$ 10,189,057.00</u>	<u>\$ 683,012,598.00</u>

Appropriations:

<u>General Fund</u>	<u>\$ 681,710,820.80</u>	<u>\$ -</u>	<u>\$ 681,710,820.80</u>
Total Appropriation Increase, General Funds	681,710,820.80	-	681,710,820.80
<u>All Other Funds</u>			
Safety and Facilities Enhancement (SAFE) Grant	-	10,105,304.00	10,105,304.00
Summer School LEP Grant	-	69,065.00	69,065.00
State Supplemental Visually Impaired Fund	31,200.00	14,688.00	45,888.00
Total Appropriation Increase, All Funds	<u>\$ 681,742,020.80</u>	<u>\$ 10,189,057.00</u>	<u>\$ 691,931,077.80</u>

Increases requested for All Other Funds account for new or revised state, federal and local grant allocations and the debt service fund.

Policy Reference: Legal and Local Board Policy CE

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

December 12, 2023

Budget Amendment Executive Summary

The budget amendment for the month of December includes both budget amendments and budget transfers.

Budget Amendment

The budget amendment for the month of December totals \$10,189,057 in revenues and \$10,189,057 in appropriations. The budget amendment is broken down into two categories, 1) General Fund (the district's operating fund), and 2) All Other Funds.

- 1) There are no budget amendments in the General Fund for the month of December.
- 2) The budget amendment in All Other Funds of \$10,189,057 includes amounts for new or revised state, federal and local grant allocations. Revised funding may be due to federal reallocations, roll forward and maximum entitlements. The roll forward is the unspent portion of the previous year's federal allocation. The maximum entitlement is the final distribution of total unallocated funding by the federal government.

The budget amendment contains additional funding received for the 2023-2024 allotment for the State Supplemental Visually Impaired (SSVI) grant in the amount of \$14,688. The amendment also contains new funding for the Summer School LEP program which provides funding for summer school programs to enhance the skills needed in the areas of reading and language development for Limited English Proficient students in Pre-K and Kindergarten, in the amount of \$69,065. Lastly, funding was received for the Cycle 1 of the 2023-2025 Safety and Facilities Enhancement (SAFE) Grant in the amount of \$10,105,304. This grant supports school systems in meeting the adopted school safety standards of the State.

Budget Transfers

Budget transfers consist of funds transferred within the same fund but changing functions. These transfers are found within the General Fund and All Other Funds. The total amount of all transfers is \$1,647,124.69. Approximately 99% or \$1,637,124.69 of the transfers is found in the general fund. The remaining \$10,000 is located within the District's grant funds.

Policy Reference: Legal and Local Board Policy CE

PENTAMATION ENTERPRISES INC.
DATE: 12/05/2023
TIME: 20:10:23

CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 1
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
NONE	00			
OTHER USES	8900	.00	.00	.00
		.00	.00	.00
INSTRUCTION	11			
TOTAL PAYROLL	6100	407,042,839.59	69,065.00	407,111,904.59
CONTRACTED SERVICES	6200	3,414,330.17	2,781.81	3,417,111.98
SUPPLIES AND MATERIALS	6300	44,013,714.06	-21,249.42	43,992,464.64
OTHER OPERATING EXPEND	6400	1,742,167.70	.00	1,742,167.70
CAPITAL OUTLAY	6600	247,489.68	.00	247,489.68
		456,460,541.20	50,597.39	456,511,138.59
MEDIA SERVICES	12			
TOTAL PAYROLL	6100	6,143,056.86	.00	6,143,056.86
CONTRACTED SERVICES	6200	54,549.17	.00	54,549.17
SUPPLIES AND MATERIALS	6300	753,860.51	.00	753,860.51
OTHER OPERATING EXPEND	6400	6,141.00	.00	6,141.00
CAPITAL OUTLAY	6600	1,554.19	.00	1,554.19
		6,959,161.73	.00	6,959,161.73
CURR & INST STAFF DEV	13			
TOTAL PAYROLL	6100	22,005,146.28	-5,000.00	22,000,146.28
CONTRACTED SERVICES	6200	631,925.41	-5,000.00	626,925.41
SUPPLIES AND MATERIALS	6300	727,252.50	.00	727,252.50
OTHER OPERATING EXPEND	6400	432,815.77	.00	432,815.77
CAPITAL OUTLAY	6600	.00	.00	.00
		23,797,139.96	-10,000.00	23,787,139.96
INSTRUCTIONAL ADMIN	21			
TOTAL PAYROLL	6100	7,424,505.00	.00	7,424,505.00
CONTRACTED SERVICES	6200	347,568.06	.00	347,568.06
SUPPLIES AND MATERIALS	6300	794,567.05	17,218.19	811,785.24
OTHER OPERATING EXPEND	6400	379,632.17	10,750.00	390,382.17
CAPITAL OUTLAY	6600	.00	.00	.00
		8,946,272.28	27,968.19	8,974,240.47
SCHL ADMINISTRATION	23			
TOTAL PAYROLL	6100	42,857,867.48	.00	42,857,867.48
CONTRACTED SERVICES	6200	67,668.86	.00	67,668.86
SUPPLIES AND MATERIALS	6300	299,394.38	.00	299,394.38
OTHER OPERATING EXPEND	6400	140,579.58	.00	140,579.58
CAPITAL OUTLAY	6600	75.00	.00	75.00
		43,365,585.30	.00	43,365,585.30
GUIDANCE & COUNSELING	31			
TOTAL PAYROLL	6100	30,980,438.52	.00	30,980,438.52

PENTAMATION ENTERPRISES INC.
DATE: 12/05/2023
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CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 2
MODULE NUM: DBUDRPT1

MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GUIDANCE & COUNSELING	31			
CONTRACTED SERVICES	6200	682,834.42	.00	682,834.42
SUPPLIES AND MATERIALS	6300	982,936.89	.00	982,936.89
OTHER OPERATING EXPEND	6400	154,005.93	.00	154,005.93
CAPITAL OUTLAY	6600	.00	.00	.00
		32,800,215.76	.00	32,800,215.76
SOCIAL WORK	32			
TOTAL PAYROLL	6100	1,720,028.00	.00	1,720,028.00
CONTRACTED SERVICES	6200	654,048.96	.00	654,048.96
SUPPLIES AND MATERIALS	6300	49,044.95	.00	49,044.95
OTHER OPERATING EXPEND	6400	37,020.36	.00	37,020.36
		2,460,142.27	.00	2,460,142.27
HEALTH	33			
TOTAL PAYROLL	6100	8,193,138.00	.00	8,193,138.00
CONTRACTED SERVICES	6200	147,100.00	.00	147,100.00
SUPPLIES AND MATERIALS	6300	235,232.36	.00	235,232.36
OTHER OPERATING EXPEND	6400	31,083.14	.00	31,083.14
CAPITAL OUTLAY	6600	.00	.00	.00
		8,606,553.50	.00	8,606,553.50
STUDENT TRANS	34			
TOTAL PAYROLL	6100	29,254,009.00	.00	29,254,009.00
CONTRACTED SERVICES	6200	975,963.49	.00	975,963.49
SUPPLIES AND MATERIALS	6300	4,927,764.85	.00	4,927,764.85
OTHER OPERATING EXPEND	6400	815,823.33	.00	815,823.33
CAPITAL OUTLAY	6600	756,853.00	.00	756,853.00
		36,730,413.67	.00	36,730,413.67
CHILD NUTRITION	35			
TOTAL PAYROLL	6100	10,430,000.00	.00	10,430,000.00
CONTRACTED SERVICES	6200	942,861.73	.00	942,861.73
SUPPLIES AND MATERIALS	6300	21,700,694.99	.00	21,700,694.99
OTHER OPERATING EXPEND	6400	40,500.00	.00	40,500.00
CAPITAL OUTLAY	6600	4,126,751.83	.00	4,126,751.83
		37,240,808.55	.00	37,240,808.55
COCURR ACTIVITIES	36			
TOTAL PAYROLL	6100	8,943,039.21	.00	8,943,039.21
CONTRACTED SERVICES	6200	868,993.05	.00	868,993.05
SUPPLIES AND MATERIALS	6300	1,731,408.13	-1,883.20	1,729,524.93
OTHER OPERATING EXPEND	6400	3,236,033.97	630.00	3,236,663.97
CAPITAL OUTLAY	6600	40,383.00	.00	40,383.00
		14,819,857.36	-1,253.20	14,818,604.16

PENTAMATION ENTERPRISES INC.
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CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 3
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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
GENERAL ADMIN	41			
TOTAL PAYROLL	6100	8,744,950.00	.00	8,744,950.00
CONTRACTED SERVICES	6200	1,604,442.55	.00	1,604,442.55
SUPPLIES AND MATERIALS	6300	833,213.52	-20,750.00	812,463.52
OTHER OPERATING EXPEND	6400	721,755.64	.00	721,755.64
DEBT SERVICE	6500	38,520.00	.00	38,520.00
CAPITAL OUTLAY	6600	17,590.86	.00	17,590.86
		11,960,472.57	-20,750.00	11,939,722.57
MAINTENANCE & OPERATIONS	51			
TOTAL PAYROLL	6100	35,205,648.00	.00	35,205,648.00
CONTRACTED SERVICES	6200	28,500,135.56	10,105,304.00	38,605,439.56
SUPPLIES AND MATERIALS	6300	6,110,811.11	14,569.47	6,125,380.58
OTHER OPERATING EXPEND	6400	4,469,070.30	.00	4,469,070.30
CAPITAL OUTLAY	6600	3,846,754.65	-1,561,680.00	2,285,074.65
		78,132,419.62	8,558,193.47	86,690,613.09
SECURITY	52			
TOTAL PAYROLL	6100	9,069,695.00	.00	9,069,695.00
CONTRACTED SERVICES	6200	174,624.05	.00	174,624.05
SUPPLIES AND MATERIALS	6300	561,599.98	.00	561,599.98
OTHER OPERATING EXPEND	6400	53,165.66	.00	53,165.66
CAPITAL OUTLAY	6600	421,380.00	.00	421,380.00
		10,280,464.69	.00	10,280,464.69
TECHNOLOGY	53			
TOTAL PAYROLL	6100	5,742,004.00	.00	5,742,004.00
CONTRACTED SERVICES	6200	3,416,062.79	.00	3,416,062.79
SUPPLIES AND MATERIALS	6300	691,346.88	22,621.15	713,968.03
OTHER OPERATING EXPEND	6400	39,001.94	.00	39,001.94
CAPITAL OUTLAY	6600	374,089.46	.00	374,089.46
		10,262,505.07	22,621.15	10,285,126.22
COMMUNITY SERVICES	61			
TOTAL PAYROLL	6100	538,315.00	.00	538,315.00
CONTRACTED SERVICES	6200	18,000.00	.00	18,000.00
SUPPLIES AND MATERIALS	6300	87,817.79	.00	87,817.79
OTHER OPERATING EXPEND	6400	31,523.73	.00	31,523.73
		675,656.52	.00	675,656.52
DEBT SERVICES	71			
DEBT SERVICE	6500	148,808,152.80	.00	148,808,152.80
		148,808,152.80	.00	148,808,152.80
FACILITIES ACQ	81			
CONTRACTED SERVICES	6200	221,686.38	.00	221,686.38

PENTAMATION ENTERPRISES INC.
 DATE: 12/05/2023
 TIME: 20:10:23

CONROE INDEPENDENT SCHOOL DISTRICT
 PROPOSED BUDGET SUMMARY REPORT

PAGE NUMBER: 4
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MAJOR OBJECT DESCRIPTION	MAJOR OBJECT CODE	APPROVED BUDGET	PROPOSED AMENDMENTS	PROPOSED AMENDED BUDGET
FACILITIES ACQ	81			
SUPPLIES AND MATERIALS	6300	18,641,939.47	.00	18,641,939.47
OTHER OPERATING EXPEND	6400	.00	.00	.00
CAPITAL OUTLAY	6600	154,399,110.83	1,561,680.00	155,960,790.83
		173,262,736.68	1,561,680.00	174,824,416.68
OTHER INTERGOVERNMENTAL	99			
CONTRACTED SERVICES	6200	5,150,000.00	.00	5,150,000.00
		5,150,000.00	.00	5,150,000.00
DO NOT USE	ZZ			
CAPITAL OUTLAY	6600	.00	.00	.00
		.00	.00	.00
TOTAL EXPENSES		1,110,719,099.53	10,189,057.00	1,120,908,156.53

PENTAMATION ENTERPRISES INC.
DATE: 12/05/2023
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CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET AMENDMENTS DETAIL LISTING

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SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6100	289411EL69925000-6118	69,065.00	AMEND - SUMMER SCH LEP	A3		H
	MAJOR OBJECT TOTAL	69,065.00				
6300	3854112287723000-6317	7,000.00	AMEND - STATE SUPP VISUAL	A2		H
	3854112287723000-6399	7,688.00	AMEND - STATE SUPP VISUAL	A2		H
	MAJOR OBJECT TOTAL	14,688.00				
	FUNCTION TOTAL	83,753.00				
FUNCTION 51						
6200	429451SS99999000-6246	10,105,304.00	AMEND - SAFE GRANT	A1		H
	MAJOR OBJECT TOTAL	10,105,304.00				
	FUNCTION TOTAL	10,105,304.00				
	TOTAL EXPENSES	10,189,057.00				

PENTAMATION ENTERPRISES INC.
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CONROE INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET TRANSFERS DETAIL LISTING

PAGE NUMBER: 1
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SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 11						
6200	199411AF10811000-6246	2,781.81	TSF -LAMAR PE W/O 596981	DEC 23	T 4-2	H
	MAJOR OBJECT TOTAL	2,781.81				
6300	1994110012911000-6399	-674.00	TSF - LABOR W/O 585669	DEC 23	T 4-4	H
	1994110099811000-6399	-20,000.00	TSF - WASTE CONNECTIONS	DEC 23	T 4-11	H
	1994110099811000-6399	-22,621.15	TSF - PORT BLD SEC CAMS	DEC 23	T 4-7	H
	1994110099811000-6399	6,104.53	TSF - KNOX SOUND SYSTEM	DEC 23	T 4-8	H
	1994110099811000-6399	1,883.20	TSF - GRAND OAKS BAND CO	DEC 23	T 4-9	H
	19941117016220PI-6399	-330.00	TSF - TRAVEL REG FEES	DEC 23	T 4-3	H
	19941141016220PI-6399	-300.00	TSF - TRAVEL REG FEES	DEC 23	T 4-3	H
	MAJOR OBJECT TOTAL	-35,937.42				
	FUNCTION TOTAL	-33,155.61				
FUNCTION 13						
6100	2554130087424000-6118	-5,000.00	TSF - ADM TRV PROF DEV	DEC 23	T 4-1	H
	MAJOR OBJECT TOTAL	-5,000.00				
6200	2554130087424000-6299	-5,000.00	TSF - ADM TRV PROF DEV	DEC 23	T 4-1	H
	MAJOR OBJECT TOTAL	-5,000.00				
	FUNCTION TOTAL	-10,000.00				
FUNCTION 21						
6300	1994210099899000-6399	20,000.00	TSF - PLAN 4 LEARN SOFT	DEC 23	T 4-6	H
	1994214987499000-6399	-2,781.81	TSF -LAMAR PE W/O 596981	DEC 23	T 4-2	H
	MAJOR OBJECT TOTAL	17,218.19				
6400	1994210099899000-6411	750.00	TSF - ADMIN TRAVEL	DEC 23	T 4-10	H
	2554210087424000-6411	10,000.00	TSF - ADM TRV PROF DEV	DEC 23	T 4-1	H
	MAJOR OBJECT TOTAL	10,750.00				
	FUNCTION TOTAL	27,968.19				
FUNCTION 36						
6300	1994360099899000-6399	-1,883.20	TSF - GRAND OAKS BAND CO	DEC 23	T 4-9	H
	MAJOR OBJECT TOTAL	-1,883.20				
6400	19943618016220PI-6412	630.00	TSF - TRAVEL REG FEES	DEC 23	T 4-3	H
	MAJOR OBJECT TOTAL	630.00				
	FUNCTION TOTAL	-1,253.20				
FUNCTION 41						
6300	1994410099899000-6399	-750.00	TSF - ADMIN TRAVEL	DEC 23	T 4-10	H

PENTAMATION ENTERPRISES INC.
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CONROE INDEPENDENT SCHOOL DISTRICT
 PROPOSED BUDGET TRANSFERS DETAIL LISTING

PAGE NUMBER: 2
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SELECTION CRITERIA: ALL

MAJOR OBJECT	BUDGET CODE	AMENDMENT AMOUNT	DESCRIPTION	CONTROL NUMBER	TRANSFER NUMBER	ST
FUNCTION 41						
6300	1994410099899000-6399	-20,000.00	TSF - PLAN 4 LEARN SOFT	DEC 23	T 4-6	H
	MAJOR OBJECT TOTAL	-20,750.00				
	FUNCTION TOTAL	-20,750.00				
FUNCTION 51						
6300	1994510099899000-6399	20,000.00	TSF - WASTE CONNECTIONS	DEC 23	T 4-11	H
	1994510099899000-6399	-6,104.53	TSF - KNOX SOUND SYSTEM	DEC 23	T 4-8	H
	199451AF12999000-6399	674.00	TSF - LABOR W/O 585669	DEC 23	T 4-4	H
	MAJOR OBJECT TOTAL	14,569.47				
6600	199451BR998990PB-6625	-1,561,680.00	TSF - PORT BLD PURC	DEC 23	T 4-5	H
	MAJOR OBJECT TOTAL	-1,561,680.00				
	FUNCTION TOTAL	-1,547,110.53				
FUNCTION 53						
6300	1994530099899000-6399	22,621.15	TSF - PORT BLD SEC CAMS	DEC 23	T 4-7	H
	MAJOR OBJECT TOTAL	22,621.15				
	FUNCTION TOTAL	22,621.15				
FUNCTION 81						
6600	199481BR998990PB-6625	1,561,680.00	TSF - PORT BLD PURC	DEC 23	T 4-5	H
	MAJOR OBJECT TOTAL	1,561,680.00				
	FUNCTION TOTAL	1,561,680.00				
	TOTAL EXPENSES	.00				

**Receive Human Resources Report and
Consider Employment of Professional Personnel
December 12, 2023**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the Human Resources report as submitted by Paula Green, Executive Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools:

Explanation:

As follows, you will find personnel resignations, retirements, employment of professional personnel, and employment of substitute teachers:

Personnel Resignations (Information Only)

Armstrong Elementary School

Brisa Perez, Kindergarten

Birnam Woods Elementary School

John Phillips, Special Education-Life Skills

Bozman Intermediate School

Terry Sloan, Language Arts

Bradley Elementary School

Stacy Gomez, Assistant Principal

Caney Creek High School

Matias Gonzalez, Spanish

Community Outreach Department

Emily Adamo, Social Services Liaison/Homeless and Unaccompanied Youth

Conroe High School

Christopher Barnhart, Assistant Principal

Jasmine Davis, History

Katheryne Hinze, Business

Sophia Willis, English

Conroe High School – Ninth Grade Campus

Ronisha Major Ashcraft, Special Education

David Elementary School

Genevie Wyatt, PASS Program Liaison

Deretchin Elementary School

Leah Brasington, Fourth Grade
Ciarra Trentman-Rosas, Fourth Grade

Ford Elementary School

Lashunda Braxton, Special Education
Theodore Ciccone, Special Education-Life Skills

Giesinger Elementary School

Jade Miller, Counselor

Grand Oaks High School

Delorean Hogan, Counselor

Hines Elementary School

Korie Sorheim, Fourth Grade

Hope Elementary School

Amber Risley, Kindergarten

Houston Elementary School

Syvana Edwards, Fourth Grade

Kaufman Elementary School

Madison Sere, Kindergarten

Lamar Elementary School

Katelyn Herbert, First Grade

McCullough Junior High School

Cori Robinson Gregg, Language Arts

Milam Elementary School

Morgan Wilzoch, Special Education-Life Skills

Moorhead Junior High School

Christina Andresano, Language Arts

Oak Ridge High School – Ninth Grade Campus

Sarah Waltz, English

Peet Junior High School

Jozy Rodel, Language Arts

Powell Elementary School

Madeline Huddleston, Speech Language Pathologist Assistant

Rice Elementary School

Vivian Le, Kindergarten

Runyan Elementary School

Angela Caballero, Bilingual Fourth Grade

San Jacinto Elementary School

Franceline Jadesimi, Kindergarten

Special Education Department

Julio Payan, Licensed Specialist in School Psychology/Bilingual

Suchma Elementary School

Eboni Roberson, Third Grade

Technology Department

Brian Cook, Network Engineer

The Woodlands College Park High School

Dania Mihjazi, English

Travis Intermediate School

Carly Hinds, Math/Science

Vogel Intermediate School

Alison Du Bose Phillips, Special Education

Personnel Retirements (Information Only)**Austin Elementary School**

Michelle Allen, Assistant Principal

Bradley Elementary School

Desiree Morrison, Fourth Grade

Sunnye Nowlin, Assistant Principal

Custodial and Maintenance Department

Julie Rice, Supervisor of Daily Operations

Finance Department

Shelly Cartwright, Coordinator of Accounts Payable

Human Resources Department

Jennifer Daw, Coordinator

Suchma Elementary School
Kelley Rabon, Assistant Principal

Washington High School
Terri Sanders, Art

Employment of Professional Personnel

Austin Elementary School
Selina Vaquera, Assistant Principal

Birnam Woods Elementary School
Kala Smith, Second Grade

Bozman Intermediate School
Angela Archie, Special Education

Bradley Elementary School
Alexi Martinez, Fourth Grade
Ashley Mangum, Assistant Principal
Wendy-Anne McMayon, Fourth Grade
Jessica Munscher, Assistant Principal

Caney Creek High School
Maria Pulido, Spanish

Conroe High School
Keante Fulmore, Physical Education

Cryar Intermediate School
Marisa Crider, Special Education

David Elementary School
Courtney Robertson, Special Education

Deretchin Elementary School
Genesis Arriaga, Fourth Grade
Ally Crocker, Fourth Grade

Gordon-Reed Elementary School
Rebecca Parrish, Third Grade

Hope Elementary School
Gabrielle Champagne, Kindergarten

Houser Elementary School
Shelby Talcott, Special Education

Irons Junior High School
Roxana Guerra, Language Arts
Amber White, Math

Kaufman Elementary School
Micaela Crabtree, Kindergarten

Knox Junior High School
Bobby McClain, Assistant Principal

Lamar Elementary School
Samantha Garcia, First Grade

McCullough Junior High School
Ingrid Gibbons, Science

Milam Elementary School
Macy Belk, Third Grade

Moorhead Junior High School
Heather Buchanan, Language Arts
Gabriel Polakoff, Special Education

Patterson Elementary School
Heidi Alanis, Bilingual Kindergarten
Mark Magpusao, Third Grade

Peet Junior High School
Keylin Rodriguex, Science

Runyan Elementary School
Katherine Riggins, First Grade

San Jacinto Elementary School
Kailey Lopez, Kindergarten
Kalan McBride, Third Grade
Madison Olivier, Fourth Grade

Special Education Department
Lorraine Vasquez, Board Certified Behavior Analyst

Suchma Elementary School
Erin Borghese, Assistant Principal

Amy Schoepf, Third Grade
Oscar Terrazas, Special Education

Teaching and Learning Department

Julia Pitts, District Instructional Coach – Elementary Language Arts

The Woodlands College Park High School

Madison Anders, English

Travis Intermediate School

Rebecca Harper, School Nurse

Vogel Intermediate School

Kelly Deberardinis, Sixth Grade

Employment of Substitute Teachers (*Information Only*)

Harry Adams	Kelly Edwards	Chelsea Jackson
Holly Adams	Kimberly Erbele	Vinita Jain
Amanda Adams-Crepin	Nancy Escobar Orejuela	Daniel James
Madison Araguz	Albernisha Evans	Amy Jasso
Elizabeth Arauz	Kyle Fitzpatrick	Tanya Jefferson
Stephanie Baca	Margaret Flanagan	Charles Johnson
Laura Bardales Lopez	Joshua Flores	Johnny Johnson Jr.
Kristen Barry	Ciara Flowers	Patricia Johnston
Megan Barth	Kristi Followell	Ryan Kato
Phyllis Baxter	Tanvi Galvankar	Jordan Keenan
Kathy Bodin	Sheridan Garcia	Kendall Kilchrist
Jessica Bogany	Adam Garcia	Paula King Valencia
Katherine Borski	Da'Vante Gardener	Celeste Lampkins
Nancy Boyens	Robert Gay Jr.	Ashley Lasyone
Linda Brazil	Victoria Gischel	Mary Lynch
Cami Brewer	Rosaisela Goedde	Alexis Machuca
Megan Brown	Sara Goodrich	Kathryn Marcuse
Zhen Chang	Natalie Ha	Lori Marsh
Raymond Cleboski	Melanie Hall	Deanna Mathieson
Patti Cleveland	Alison Hammer	Dayla McClellan
Beatriz Codina Macario	Tamika Handy	Hannah McDonald
Amanda Daugherty	Tracey Harros	Jenifer McDuffie
Giana Deangelis	Yamilex Hernandez	Margaret Mcmanis
Maria Dona Garcia	Joanna Hicks	Katelyn Melton
Laurie Douglas	Jordan Hoskins	Sophia Meryhew
Kathleen Doyle	Corey Howard	Hannah Meyers
Gwendolin Droz	Michael Hughes	Latanya Miles
Lauren Dye	Aubrey Hylton	Veronica Miller

Merlange Morency
John Moser
Elizabeth Ogg
Raquel Oliveira
Fatima Pacas Jovel
Gladys Paiva
Megan Payne
Brianna Peake
Shawna Petty
Caroline Powell
Raven Primm
Mersedez Prince
Angeli Reyes
Michael Reyes
Jessica Rhodes
Lisa Robinson
Maria Romero De Rubio
Terra Ronk

Natalie Ross
Maria De Jesus Rothove
Tammy Ruiz
Jason Sarkis
Madeleine Schuering
Mickela Schulz
Hiroko Schyvincht
Shelly Sheppard
Emerlyn Simonson
Elizabeth Smalling
Christiana Smith
Christine Smith
Rylan Stokke
Brandie Stratton
Farah Subhani
Evelyn Surgers
Alexis Swan
Frank Tarrago

Angela Tarrago
Ruth Tarver
Thanh Tran
Cindy Trevillian
Cindy Turcios
Odell Turnbull
Kassandra Valle
Kimberly Varvel
Roberto Venegas
John Vibrock
Caitlin Weeks
Molly Welch
Rebecca West
Lisa White
Charles Winter
John Yantosca
Daniel Zimmerman

Board Acceptance is requested:

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Paula Green
Executive Director of Human Resources

Consider and Approve Texas Teacher Evaluation and Support System (T-TESS) Appraisers

Recommendation:

That the Conroe Independent School District Board of Trustees ratify qualified staff that may serve as a teacher appraiser for the 2023-2024 school year, as submitted by Paula Green, Executive Director of Human Resources, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The *Texas Teacher Evaluation and Support System* (T-TESS) is currently the State approved instrument designed to evaluate teachers and establish a system of support. In addition to the three day T-TESS Appraiser Training, T-TESS appraisers must successfully complete a 36-hour *Instructional Leadership Training* (ILD) or a three-day Advancing Educational Leadership (AEL) training. We respectfully submit the following names for your approval.

Ashley Mangum
Jessica Munscher

Policy Reference: Legal and Local DNA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Paula Green
Executive Director of Human Resources

Receive Information Regarding the Development of the 2024-2025 School Calendar

Recommendation:

That the Conroe Independent School District Board of Trustees receives information regarding the development of the 2024-2025 school calendar, as presented by Dr. Hedith Upshaw, Assistant Superintendent, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

From November 13, 2023, through November 29, 2023, the District accepted suggestions for the 2024-2025 school calendar. The District Level Planning and Decision-Making Committee (Committee), after reviewing the suggestions, developed draft calendars for the Board to review and provide feedback. After the December Board meeting the draft calendars will be posted on the District's website. Once posted, parents, students, community, and staff will have the opportunity to submit comments regarding the draft calendars. After considering the comments, the Committee will select a calendar to present to the Board for approval.

The Committee expects to bring the final calendar recommendation to the Board of Trustees in January 2023.

Policy Reference: Legal and Local Board Policy EB

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Dr. Hedith Saucedo-Upshaw
Assistant Superintendent for Teaching and Learning

**Board Member Requested Discussion with State Board of Education
Member Audrey Young Regarding the Addition of Intelligent Design to the
State's Science Curriculum**

Recommendation:

At the request of Board President Hubert, the Conroe Independent School District Board of Trustees hear from and discuss with State Board of Education Member Audrey Young the addition of Intelligent Design to the State's Science Curriculum.

Explanation:

President Hubert requested that the Board of Trustees hear from and discuss with State Board of Education Member Audrey Young the addition of Intelligent Design to the State's Science curriculum.

Policy Reference: Board Policy BE Local

**Receive Information Regarding the Award of \$10,105,304 from the
Texas Education Agency 2023-2025 Safety and Facilities Enhancement Grant
Cycle 1**

Recommendation:

That the Conroe Independent School District Board of Trustees receive information regarding the District's award of \$10,105,304 from the Texas Education Agency 2023-2025 Safety and Facilities Enhancement Grant, Cycle 1, as submitted by Chris McCord, Assistant Superintendent, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

The Texas Education Agency awarded the District \$10,105,304 under the Safety and Facilities Enhancement (SAFE) Grant, Cycle 1. The purpose of the grant is to provide funding to assist school districts in meeting the Commissioner's adopted safety standards as set out in Chapter 61, Subchapter CC, including new fencing, fencing upgrades, and forced-entry-resistant film on the windows and doors of schools. These funds will be used in conjunction with the funds approved by the community as part of Bond 2023, to meet the new safety standards.

Policy Reference: Local Board Policy CB and Legal Policy CS

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Chris McCord
Assistant Superintendent of Operations

Consider and Assign Architects for Pre-Construction and Design Services for Multiple Projects and Delegate Authority to the Superintendent to Negotiate and Execute Owner-Architect Agreements

Recommendation:

That the Conroe Independent School District Board of Trustees assign architects that were previously selected utilizing the request for qualifications process set out in Texas Government Code Chapter 2254 to perform pre-construction and design services for multiple projects and to delegate authority to the superintendent to negotiate and execute owner-architect agreements as recommended by Easy Foster, Director of Planning and Construction, and Dr. Curtis Null, Superintendent of Schools.

Explanation:

While not required by state law, the District utilized the request for qualification process set out in Texas Government Code Chapter 2254 to generate a pool of qualified architects that the District could utilize for future projects. On December 13, 2022, the Board of Trustees approved a group of architectural service providers. Based on the information provided during the pool selection process, along with the demonstrated competency and qualifications of the noted architects, the District recommends the following architects to perform the pre-construction and design services for the noted projects:

2023 Bond Projects

PBK

- New CCHS 9th Grade Campus

Arcadis

- New Intermediate Conroe Feeder
- New Elementary Grand Oaks Feeder
- ORHS Master Plan Ph II

DLR

- New Junior HS Conroe Feeder
- Ag Facilities

Stantec

- Washington HS Master Plan Ph I
- Hailey and Buckalew Additions & Renov
- Ford and Creighton Additions & Renov

VLK

- McCullough JRHS Addition & Renov
- TWHS Renovations
- ORHS 9th Grade Campus Renovation
- Snyder, Tough, Collins Renovations
- Wilkinson, Patterson, Bozman, Stewart, Cryar, Grangerland Renovations

HKS

- Knox JRHS Renovations
- Armstrong, Austin, BWE, Broadway Renov
- Deretchin, ORES, Kaufman Renovations
- Milam, Houston, Runyan Renovations
- Mitchell, Cox, Travis Renovations
- Vogel, Wilkerson, Veterans Mem. Renov

Maintenance Project

PBK - Natatorium Renovations

Upon approval by the Board of Trustees, the District will begin contract negotiations and ensure,

as required by state law, that prices for the services rendered are fair and reasonable. Contract documents will be prepared by the District's outside counsel.

Policy Reference: Legal Board Policies CH and CV

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director of Planning & Construction

**Consider and Approve the Guaranteed Maximum Price Amendment for
the Campus Renovations 2024 Project and Authorize the Superintendent to
Negotiate and Execute the Contract Documents**

Recommendation:

That the Conroe Independent School District Board of Trustees approve the Guaranteed Maximum Price Amendment with G.T.T. General Contractors, Inc. for the Campus Renovations 2024 Project and authorize the superintendent to negotiate and execute the contract documents as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

On February 21, 2023, the Board of Trustees selected G.T.T. General Contractors, Inc. to be the District's Construction Manager at Risk for the Campus Renovations 2024 Project. Based on G.T.T. General Contractors, Inc.'s proposal for this work, the District has negotiated a guaranteed maximum price for the project of \$34,798,237.00.

The contract documents will be prepared by the District's outside counsel.

Policy Reference: Legal Board Policy CVD

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director of Planning & Construction

G.T.T. Inc.

GENERAL CONTRACTOR

10405 Airport Rd.
Conroe, Texas 77303
936.441.8282 *Metro*
936.441.8286 *Fax*
936.756.8256 *Local*

November 30, 2022

Mr. Easy Foster
Director of Planning and Construction
Conroe ISD
3205 West Davis
Conroe, Texas 77304

Re: Campus Renovations 2024

Mr. Foster,

G.T.T. Inc is pleased to submit this Guaranteed Maximum Price for the above referenced project as shown on DLR Drawings dated October 12, 2023 – GMP Set, including associated specifications and Addendums 1 & 2.

G.T.T. Inc. is pleased to offer a Guaranteed Maximum Price of **\$34,798,237.00** **(Thirty-Four Million, Seven Hundred Ninety-Eight Thousand, Two Hundred Thirty-Seven and XX/100 Dollars)** to perform the Base Bid work plus Alternates 1A, 2A, 3A, & 4A, as described below. Qualifications, exclusions, clarifications, assumptions, and conditions are listed on page 2 & 3 of this proposal.

Scope of Work

Provide Labor, Materials, Equipment, Sub-Contracts, Supervision, Insurance and Payment and Performance bonds for the Project as shown and described in the Drawings, Specifications and Addendums for the following locations.

David Elementary School, Houser Elementary School, Rice Elementary School, Lamar Elementary School, Campus Athletic work which includes Peet JH School - Track, ORHS - Track & Tennis Court Work, CPHS – Track & Tennis Court Work, Knox JH – New Tennis Courts & New Gymnasium Floors and Football Scoreboards at CPHS, ORHS, TWHS & CCHS.

We thank Conroe ISD for the opportunity to submit our GMP for consideration and approval and look forward to a successful project together.

Respectfully,



Dwane Swonke
Senior Project Manager

Qualifications and Exclusions

Standard Exclusions for CM@Risk Proposals

- Fire Alarm, Telephone, Security, CCTV, or other low voltage systems not shown on bidding documents
- Materials Testing costs
- City, County or Municipal Impact fees of any kind
- Relocation of any irrigation or utility lines unless noted on drawings
- Landscaping or vegetation unless noted on documents
- Permanent Utility charges
- Electricity and Water usage charges if existing sources are onsite
- Site or Building Signage unless noted on drawings
- Warranty of any work not performed under this contract
- Any requirement to use pre-approved or pre-qualified sub-contractors
- Certified Payroll or mandatory Union personnel
- Sales Tax on material
- Unforeseen conditions underground or in wall
- Utility Company Charges
- Exclude Wall repair and Painting unless noted on the drawings or budgeted in estimate

Standard Clarifications for CM@Risk Proposals

- Proposal valid for thirty days from date of proposal
- G.T.T. to be paid within 30 calendar days upon receipt of pay applications
- Acceptance by owner, architect or engineers of any work not performed by G.T.T. or its Sub-Contractors

Specific Project Exclusions

- Abatement of ACM
- TAB – HVAC

G.T.T. Inc.

GENERAL CONTRACTOR

CAMPUS RENOVATIONS 2024 Conroe Independent School District

QUALIFICATIONS & ASSUMPTIONS

For any delays caused by events outside of Contractor's control, including but not limited to Acts of God, pandemics, epidemics, acts of governmental authorities, acts of civil authorities, acts of war or terrorism, unanticipated material shortages and price escalations, labor disputes and utilities delays, Owner shall grant additional time extensions and price increases to Contractor when properly documented, substantiated and approved by Owner, subject to Contractor's right to dispute Owner's decision under the claims procedures of the Contract

Stipulated Billing Rates:

No.	Description	Rate
1	General Liability/Umbrella Insurance	Contract amount per thousand x \$5.75
2	Builder's Risk Insurance	Contract amount/hundred x \$0.012 x # of months
3	Project Executive	\$125.00 per hour
4	Project Manager	\$100.00 per hour
5	Estimator	\$98.00 per hour
6	Safety/Field Operation Manager	\$96.00 per hour
7	Superintendent	\$85.00 per hour
8	Asst. Superintendent	\$65.00 per hour
9	Project Engineer	\$50.00 per hour
10	Quality Control Inspector	\$80.00 per hour
11	Contract Administrator	\$38.00 per hour
12	BIM Coordinator	\$62.00 per hour
13	IT Coordinator	\$95.00 per hour
14	Intern	\$25.00 per hour
15	Labor Burden	42.5%

Billable rates will be subject to audit for hours worked only.

Building the Future

11/30/2023

Base Bid Top Sheet For

\$ 34,798,237

Name	CAMPUS RENOVATIONS 2024 ISSUE FOR PRICING	Sheet series	DES	HES	RES	LES	KJHS	CPHS	ORHS	SCOREBOARDS	PJHS	\$	34,798,237	
Cost Code	DIV SPEC	ITEM DESCRIPTION	ITEM QTY	DAVID ELEMENTARY COMBINED	HOUSER ELEMENTARY COMBINED	RICE ELEMENTARY COMBINED	LAMAR ELEMENTARY COMBINED	KNOX JH COMBINED	COLLEGE PARK HS CIVIL	OAK RIDGE HS CIVIL	HS FOOTBALL SCOREBOARDS	PEET JH CIVIL	LINE LINE TOTAL	NAME
		Division 01: General Conditions-see below for GC %												
		Division 01: Allowances											\$ -	
	No. 1a	OWNERS CONTINGENCY	SEE BELOW	X	X	X	X	X			X		\$ -	
	No. 1b	CONTRACTORS CONTINGENCY	SEE BELOW	X	X	X	X	X			X		\$ -	
	No. 2			X	X	X	X	X		\$ -	X		\$ -	
		Division 02: Existing Conditions											\$ -	
	024119	SELECTIVE DEMOLITION		\$ 89,808	\$ 82,821	\$ 78,269	\$ 115,821	\$ 29,769	X	X	\$ 42,000		\$ 438,488	PREMIER
		FLOOR, WALL OPENING PROTECTION		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	X			X		\$ 120,000	GTT
		STORAGE/MOVING		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	X			X		\$ 40,000	GTT
		BLEACHER REMOVAL AND REINSTALL		X	X	X	X	20,000			X		\$ 20,000	GTT
		Division 03: Concrete											\$ -	
	032000	PADS AND POUR BACK		X	X	X	X	X			X		\$ -	OGDEN INCLUDED
	033000	FOUNDATION-SOG		X	X	X	\$ -	X			X		\$ -	
	035216.19	LIGHTWEIGHT INSULATING CONCRETE		NA	NA	NA	X	X			X		\$ -	
		Division 05: Metals											\$ -	
	051200	STRUCTURAL STEEL FRAMING		X	X	X	X	X			X		\$ -	OGDEN INCLUDED
	052100	STEEL JOIST FRAMING		X	X	X	X	X			X		\$ -	
	052100	STEEL ERECTION		X	X	X	X	X			X		\$ -	OGDEN INCLUDED
	053100	STEEL DECK		X	X	X	X	X			X		\$ -	
		Division 06: Wood & Plastics											\$ -	
	061000	ROUGH CARPENTRY		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	X			X		\$ 20,000	GTT
		ROOF BLOCKING		INCL	\$ 6,000	\$ 6,000	INCL	X			X		\$ 12,000	GTT
		Division 07: Thermal & Moisture Protection											\$ -	
	071900	WATER REPELLANTS/FLASHING/SEALANTS		\$ 22,450	\$ 21,000	X	\$ 47,700	X			X		\$ 91,150	MAYCO
		ROOF (NO METAL ON DAVID)		\$ 876,535	\$ 15,000	\$ 15,000	\$ 1,655,545	X			X		\$ 2,562,080	RENEAU
		Division 08: Doors & Window - Not Used											\$ -	
	081213	HM DOORS AND FRAMES, PLAM DOORS AND HARDWARE		\$ 62,232	\$ 43,958	\$ 40,404	\$ 68,044	X			X		\$ 214,638	AMERICAN DOOR
	081423.16	FLUSH WOOD DOORS		INCL	INCL	INCL	X	X			X		\$ -	
		GLASS AND GLAZING		\$ 63,207	\$ 53,826	\$ 53,826	\$ 79,771	X			X		\$ 196,804	CRAFTECH
	087100	DOOR HARDWARE INSTALL		CDI	CDI	CDI	CDI	X			X		\$ -	CDI
		BALISTAC FILM (KNOX NOTE 10)		INCL	INCL	NA	NA	\$ 137,267			X		\$ 137,267	CRAFTECH
		Division 09: Finishes											\$ -	
	92900	GYPSUM BOARD		\$ 145,200	\$ 107,912	\$ 114,850	\$ 122,840	X			X		\$ 490,802	CDI
	93000	TILING & FLOORING		\$ 146,893	\$ 96,466	\$ 63,694	\$ 90,707	X			X		\$ 397,760	SPECTRA
	95100	ACOUSTICAL CEILINGS		\$ 168,000	\$ 199,000	\$ 178,000	\$ 231,000	X			X		\$ 776,000	SOUTHLAND
	096519	RESILIENT TILE FLOORING		\$ 17,569	\$ 2,250	\$ 3,175	\$ 14,802	X			X		\$ 37,796	SPECTRA
	099100	TRANSLUCENT PANEL RESTORATION											\$ -	
	096723	RESINOUS FLOORING		X	X	X	\$ 32,225	X			X		\$ 32,225	JOHNSON & SONS
	099123	PAINT AND RE-PAINTING		\$ 39,980	\$ 38,220	\$ 28,750	\$ 29,610	X			X		\$ 136,560	R&M
	096466	GYM FLOOR		X	X	X	X	\$ 185,000			X		\$ 185,000	BAUER
		Division 10: Specialties											\$ -	
	101400	SIGNAGE		\$ 2,063	\$ 2,063	\$ 2,063	\$ 2,063	X			X		\$ 8,252	
	102113.19	PLASTIC TOILET COMPARTMENTS		\$ 10,845	\$ 17,360	\$ 10,845	X	X			X		\$ 39,050	SPECTRUM
		MARQUE		X	X	X		X			X		\$ -	
		MARKERBOARD		X	X	X							\$ -	
	104400	TOILET, BATH AND LAUNDRY ACCESSORIES		\$ 7,720	\$ 4,985	\$ 3,242	\$ 1,116	X			X		\$ 17,063	SPECTRUM
		Division 11: Equipment											\$ -	
		STAGE CURTAINS AND RIGGING		\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900	\$ 10,900			X		\$ 54,500	NATIONAL
		KITCHEN REMODEL EQUIPMENT					\$ 396,322						\$ 396,322	MISSION
		GYM EQUIPMENT ALLOWANCE						\$ -					\$ -	NA
		FOOTBALL SCOREBOARDS - NO STRUCTURAL STEEL OR CONCRETE FOOTINGS		X	X	X	X	X			\$ 116,772		\$ 116,772	SPECTRUM
		Division 12: Furnishings											\$ -	
	NO SPEC	MILLWORK/CASEWORK		\$ 56,000	\$ 50,000	\$ 50,000	X	X			X		\$ 156,000	BUDGET
		Division 13: Special Construction											\$ -	
		METAL WALL PANELS		X	X	X	\$ 75,000	X			X		\$ 75,000	GTT BUDGET
		Division 21-Fire Suppression											\$ -	
	210000	FIRE PROTECTION		\$ 95,087	\$ 327,342	\$ 97,031	\$ 166,886	X			X		\$ 686,346	CASTEEL
	211313	TANK AND FIRE PUMP		X	NA	X	\$ -	X			X		\$ -	
	211314	WET PIPE SPRINKLER SYSTEM, CORROSION MITIGATION		X	X	X	X	X			X		\$ -	
		Division 22-Plumbing											\$ -	
	220200	BASIC MATERIALS AND METHODS		\$ 337,622	\$ 198,302	\$ 183,045	\$ 235,067	X			X		\$ 954,036	BURKE
	220300	PLUMBING DEMOLITION FOR REMODELING		X	X	X	X	X			X		\$ -	
	220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING		X	X	X	X	X			X		\$ -	
	220529	HANGERS AND SUPPORT FOR PLUMBING PIPING AND EQUIPMENT		X	X	X	X	X			X		\$ -	
	220548	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT		X	X	X	X	X			X		\$ -	
	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		X	X	X	X	X			X		\$ -	
	220719	PLUMBING PIPING INSULATION		X	X	X	X	X			X		\$ -	
	221000	PLUMBING PIPING		X	X	X	X	X			X		\$ -	
	221119	PLUMBING SPECIALTIES		X	X	X	X	X			X		\$ -	
	221121	NATURAL GAS PIPING SYSTEMS		X	X	X	X	X			X		\$ -	
	22 30 00	PLUMBING EQUIPMENT		X	X	X	X	X			X		\$ -	
	22 40 00	PLUMBING FIXTURES		X	X	X	X	X			X		\$ -	
		PLUMBING KITCHEN CREDIT		X	X	X	X	X			X		\$ -	
				X	X	X	X	X			X		\$ -	
				X	X	X	X	X			X		\$ -	
				X	X	X	X	X			X		\$ -	
		Division 23-HVAC											\$ -	
	230200	BASIC MATERIALS AND METHODS		\$ 2,820,000	\$ 3,180,000	\$ 2,520,000	\$ 1,556,000	X			X		\$ 10,076,000	OGDEN
	CISD	10 year complete unit parts labor and refrigerant warranty												
		FUTURE HYDRONIC PIPING FOR TEMP CHILLERS		\$ 37,000	\$ 37,000	\$ 35,000	\$ 45,000	X			X		\$ 154,000	REQUESTED BY CISD
	CISD	SOUND PACKAGE ON SCREW TYPE CHILLERS		\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	X			X		\$ 32,000	REQUESTED BY CISD
	CISD	UP SIZE CHILLERS 1&2 FOR FUTURE GYMS BY 25TNS EA		INCLUDED	INCLUDED	INCLUDED	INCLUDED	X			X		\$ -	INCLUDED IN ORIGINAL BID
	CISD			\$ 51,000	\$ 51,000	\$ 57,000	X				X		\$ 159,000	REQUESTED BY CISD
	230526	VARIABLE FREQUENCY MOTOR SPEED CONTROL FOR HVAC EQUIPMENT		X	X	X	X	X			X		\$ -	
	230529	HANGERS AND SUPPORT FOR PIPING AND EQUIPMENT HVAC		X	X	X	X	X			X		\$ -	
	230548	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT		X	X	X	X	X			X		\$ -	
	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT		X	X	X	X	X			X		\$ -	

Name	CAMPUS RENOVATIONS 2024 ISSUE FOR PRICING			Sheet series	DES	HES	RES	LES	KJHS	CPHS	ORHS	SCOREBOARDS	PJHS	\$	34,798,237
Cost Code	DIV SPEC	ITEM DESCRIPTION	ITEM QTY	DAVID ELEMENTARY COMBINED	HOUSER ELEMENTARY COMBINED	RICE ELEMENTARY COMBINED	LAMAR ELEMENTARY COMBINED	KNOX JH COMBINED	COLLEGE PARK HS CIVIL	OAK RIDGE HS CIVIL	HS FOOTBALL SCOREBOARDS	9 PEET JH CIVIL	LINE LINE TOTAL	NAME	1,763
	230593	TESTING, ADJUSTING, AND BALANCING		X	X	X	X	X			X		\$ -		
	230713	DUCT INSULATION		X	X	X	X	X			X		\$ -		
	230716	HVAC EQUIPMENT INSULATION		X	X	X	X	X			X		\$ -		
	230719	HVAC PIPING INSULATION		X	X	X	X	X			X		\$ -		
	230800	COMMISSIONING OF HVAC SYSTEMS		X	X	X	X	X			X		\$ -		
	230963	ENERGY MANAGEMENT AND CONTROL SYSTEM ALT 1-4	UNIFY	\$ 390,000	\$ 370,000	\$ 350,000	\$ 410,000	X			X		\$ 1,520,000	ALTERNATES 1A, 2A, 3A, & 4A	
	232113	ABOVE GROUND HYDRONIC PIPING		X	X	X	X	X			X		\$ -		
	232119	HYDRONIC SPECIALTIES (BOILERS)		X	X	X	X	X			X		\$ -		
	232123	HYDRONIC PUMPS		X	X	X	X	X			X		\$ -		
	232300	REFRIGERANT PIPING		X	X	X	X	X			X		\$ -		
	232513	WATER TREATMENT FOR CLOSED LOOP HYDRONIC SYSTEMS		X	X	X	X	X			X		\$ -		
	233113	METAL DUCTWORK		X	X	X	X	X			X		\$ -		
	233300	DUCTWORK ACCESSORIES		X	X	X	X	X			X		\$ -		
	233400	HVAC FANS		X	X	X	X	X			X		\$ -		
	233613	SERIES FAN POWERED TERMINAL UNIT		X	X	X	X	X			X		\$ -		
	233713	AIR DISTRIBUTION DEVICES FCU		X	X	X	\$ -	X			X		\$ -		
	231400	AIR FILTERS		X	X	X	X	X			X		\$ -		
	234101	AIR PURIFICATION SYSTEM		X	X	X	X	X			X		\$ -		
	236213	AIR COOLED CONDENSING UNITS		X	X	X	\$ -	X			X		\$ -		
	236423	AIR COOLED, SCROLL WATER CHILLERS	CARRIER	X	X	X	X	X			X		\$ -		
	237313	MODULAR INDOOR CENTRAL STATION AHU	CARRIER	X	X	X	X	X			X		\$ -		
	238219	FAN COIL UNIT PROTECTION		X	X	X	X	\$ -			X		\$ -		
		TEMPORARY A/C FOR THE LIBRARY RTHCU		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	X			X		\$ 40,000		
				X	X	X	X	X			X		\$ -		
	Division 26: Electrical													\$ 4,301,827	
	260200	BASIC MATERIALS AND METHODS		\$ 906,465	\$ 1,072,130	\$ 769,586	\$ 1,166,460	X		\$ -	\$ 22,894		\$ 3,937,535	A&H	
	CISD	EXTERNAL DISCONNECTS FOR ALL CHILLERS		INCL	INCL	INCL	INCL	X			X		\$ -	REQUESTED BY CISD	
	260519	WIRE, CABLE, AND RELATED MATERIALS		X	X	X	X	X			X		\$ -		
	260526	GROUNDING		X	X	X	X	X			X		\$ -		
	260533	RACEWAYS		X	X	X	X	X			X		\$ -		
	260573	SHORT CIRCUIT		X	X	X	X	X			X		\$ -		
	260800	COMMISSIONING OF ELECTRICAL SYSTEMS		X	X	X	X	X			X		\$ -		
	260943.13	DIGITAL LIGHTING CONTROLS		X	X	X	X	X			X		\$ -		
	262213	GEAR		x	X	X	X	X			X		\$ -		
	262222	LOW VOLTAGE HARMONIC DISTRIBUTION TRANSFORMERS		X	X	X	X	X			X		\$ -		
	262413.13	CIRCUIT BREAKER SWITCHBOARDS		X	X	X	X	X			X		\$ -		
	262416	PANELBOARDS		X	X	X	X	X			X		\$ -		
	262726	WIRING DEVICES		X	X	X	X	X			X		\$ -		
	262810	CLASS J FUSES		X	X	X	X	X			X		\$ -		
	262816	SAFETY AND DISCONNET SWITCHES		X	X	X	X	X			X		\$ -		
	262926	MISCELLANEOUS ELECTRICAL CONTROLS AND WIRING		INCL	INCL	INCL		X			X		\$ -		
	263213.16	NATURAL GAS ENGINE DRIVEN STANDBY ENGINE GENERATING SYSTEM BY CUMMINS		\$ 90,726	\$ 91,783	\$ 91,783	N/A	X			X		\$ 274,292		
	263213.16	100 AMP MANUAL TRANSFER SWITCH IN SPEC NOT ON ONE LINE 10/2 11-A		INCL	INCL	INCL	INCL	X			X		\$ -		
	264313.13	SURGE PROTECTIVE DEVICES (SPD) – STANDARD INTERRUPTING		X	X	-	X	X			X		\$ -		
	265100.13	LIGHTING FIXTURES - LIGHT EMITTING DIODE (LED)		X	X	X	X	X			X		\$ -		
		TEMPORARY ELECTRICAL & LIGHTS		X	X	X	X	X			X		\$ -		
		TEMPORARY PERMANENT GENERATOR RENTAL		\$ 30,000	\$ 30,000	\$ 30,000	X	X			X		\$ 90,000	BUDGET	
	Division 27-Communications													\$ 2,357,918	
	270200	BASIC MATERIALS AND METHODS		X	X	X	X	X			X		\$ -		
	271000	STRUCTURED CABLING SYSTEM		\$ 135,000	\$ 114,000	\$ 8,500	\$ 150,500	X			X		\$ 408,000	TAG	
	272100	DATA COMMUNICATIONS NETWORK EQUIPMENT		\$ 237,625	\$ 211,875	\$ 39,750	\$ 228,800	X			X		\$ 718,050	TAG	
	273243	CAMPUS RADIO ANTENNA SYSTEM		\$ 15,868	\$ 15,868	\$ 15,868	\$ 15,868	X			X		\$ 63,472	PIERCON	
	274116	INSTRUCTIONAL AUDIO VIDEO SYSTEMS		\$ 81,600	\$ 203,300	\$ 82,800	\$ 76,275	X			X		\$ 443,975	TAG	
	275123	INTERCOMMUNICATIONS AND PROGRAM SYSTEM		\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	X			X		\$ 480,000	BUDGET	
	275123.40	LOCAL SOUND DISTRIBUTION SYSTEM		X	X	X	\$ -	X			X		\$ -		
	275129	EMERGENCY RADIO COMMUNICATION SYSTEM		\$ 59,209	\$ 61,554	\$ 59,209	\$ 64,449	X			X		\$ 244,421	PIERCON	
	Division 28-Electronic Safety & Security													\$ 910,849	
	280200	BASIC MATERIALS AND METHODS		X	X	X		X			X		\$ -		
	280300	LIFE SAFETY AND SECURITY DEMOLITION FOR REMODELING		X	X	X		X			X		\$ -		
	281300	ACCESS CONTROL SYSTEM		\$ 85,812	\$ 96,515	\$ 85,719	\$ 97,360	X			X		\$ 365,406	PREFTECH	
	281600	INTRUSION DETECTION SYSTEM		INCL	INCL	INCL	INCL	X			X		\$ -	PREFTECH	
	282300	IP SURVEILLANCE SYSTEM		INCL	INCL	INCL	INCL	X			X		\$ -	PREFTECH	
	283100	FIRE DETECTION AND NOTIFICATION SYSTEM		\$ 121,868	\$ 135,863	\$ 136,311	\$ 151,401	X			X		\$ 545,443	WILSON FIRE	
				X	X	X	\$ -	X			X		\$ -		
	Division 31-Earthwork													\$ 819,189	
	311100	CLEARING AND GRUBBING		X	X	X	\$ -	X			X		\$ -		
	312000	EARTH MOVING		X	X	X		X		X	X		\$ -		
	312213	SITE GRADING		\$ 85,000	\$ 387,790	X	\$ 48,000	\$ 49,500	\$ 60,000	\$ 55,796	X	\$ 113,103	\$ 799,189	DEANCO	
	312219	FINISH GRADING		X	X	X		X			X		\$ -		
	312333	TRENCH BACKFILLING AND COMPACTION		X	X	X		X			X		\$ -		
	312500	EROSION AND SEDIMENTATION CONTROL		\$ -	X	X	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	X	\$ 5,000	\$ 20,000	SWPPP	
				X	X	X		X			X		\$ -		
	Division 32-Exterior Improvments													\$ 1,579,669	
	321313	CONCRETE PAVING		X	X	X	\$ -	X			X		\$ -		
	321723.13	PAINTED PAVEMENT MARKINGS		X	X	X	\$ -	X			X		\$ -		
		SECURITY FENCING		\$ 51,380	\$ 43,020	\$ 132,340	\$ 72,480	X			X		\$ 299,220	NATIONAL FENCE	
		CANOPY SLAB			\$ 27,200								\$ 27,200	LBCC	
		SIDEWALKS			\$ 25,600								\$ 25,600	LBCC	
		TENNIS COURT FENCE						INCL					\$ -	MCKENNA	
		TENNIS COURTS CONCRETE						INCL					\$ -	MCKENNA	
	32 92 00	SODDING/HYDROMULCH		X	X	X	X	\$ 5,000	\$ 5,000	\$ 5,000	X	\$ 3,500	\$ 18,500	GTT	
		TRACK RESURFACE		X	X	X		\$ -	\$ 243,840	\$ 245,200	X	\$ 265,020	\$ 754,060	BEYNON	
		TENNIS COURTS		X	X	X		\$ 334,559	\$ 58,220	\$ 62,310	X		\$ 455,089	MCKENNA	
	Division 33-Utilities													\$ -	
	331000	FIRE WATER DISTRIBUTION		X	DEANCO	X	X	X			X		\$ -	DEANCO	
	333000	SANITARY SEWER		X	X	X	X	X			X		\$ -		
	334000	STORM DRAINAGE		INCL	X	X	X	X			X		\$ -	DEANCO	
				X	X	X	X	X			X		\$ -		
	Division 99: Add'l Gen. Req.													\$ 618,096	
99-010		PERMITS		\$ 2,500	\$ 25,000	\$ 40,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 2,500	\$ 2,500	\$ 85,000		
99-040		FIELD ENGINEERING & LAYOUT		X	X	X	X	\$ 2,500	X	X	X	X	\$ 2,500		
99-050		ADD'L PROJECT ASSISTANT / PM		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 97,500		
99-100		TEMP FENCING		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 60,000		
99-110		ADD'L TRUCKING & CLEAN UP		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 30,000		
99-120		DUMPSTERS FOR CONSTRUCTION PROCESS		\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 63,000		
99-140		BUILDING FINAL CLEAN		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 18,000		
99-160		BARRIERS & BARRICADES		\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,500		
99-180		FIRE WATCH		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	X	X	X	X	X	\$ 80,000		

[illegible]

Receive Capital Improvements Update

Recommendation:

That the Conroe Independent School District Board of Trustees accept as information a capital improvements update, as submitted by Easy Foster, Director of Planning and Construction, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Information regarding progress and the status of completed and current capital improvement projects will be provided at the meeting.

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Easy Foster
Director Planning & Construction

December 2023
Capital Improvements Update

Campus	Architect/ Engineer	Contractor	Project(s)	Status % Complete
New Moorhead JrHS Caney Creek Feeder	PBK Architects	Joeris	New Construction	99% May 2023
CHS Master Plan	PBK Architects	Ellisor Constructors	Renovation/Addition	68% August 2025
ORHS Overhaul & South County CTE	IBI Group	Durotech	Renovation/Addition	96% July 2023
Safety & Security 2022	PBK Architects	Ellisor Constructors	Renovation/Addition	99% September 2022
Flex 22 - Hines Elementary in GOHS Feeder	IBI Group	Durotech	New Construction	99% May 2023
CCHS 6A Upgrades	PBK Architects	Joeris	Renovation/Addition	99% June 2023
New Central Maintenance	IBI Group	GTT Contractors	New Construction	99% August 2023
Collins Intermediate PE Classroom Addition	DLR Group	GTT Contractors	Renovation/Addition	99% July 2023
North & East Transportation Centers	PBK Architects	Joeris	Renovation/Addition	95% December 2023
Campus Renovations 2023	IBI Group	GTT Contractors	Renovation/Addition	90% April 2024
Safety & Security 2023 & 2024	PBK Architects	Ellisor Constructors	Renovation/Addition	75% December 2024
Flex 23 - Bartlett Elementary in Conroe Area	IBI Group	Durotech	New Construction	59% May 2024

Consider and Award RFP # 23-09-01 Employee Benefits Consulting Services

Recommendation:

That the Conroe Independent School District Board of Trustees award RFP # 23-09-01 Employee Benefits Consulting Services to **Gallagher Benefit Services, Inc.**, as submitted by Mr. Darrin Rice, Chief Financial Officer, and, Mr. Rick Reeves, Director of Procurement & Business Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Request for Proposals (RFP) pertaining to the purchase of employee benefits consulting services for the District was emailed to registered vendors through the electronic eBidding system and advertised on the Conroe ISD Purchasing Website and multiple times in The Courier. Vendors were asked to provide fees for services related to the District's self-funded group health plan. Ten (10) vendors submitted bid responses

A six-member sub-committee of the Employees Benefits Committee was created to perform evaluations of all bids received. This committee consisted of employees from Finance, Human Resources, District Administration, and the Employee Benefits Committee. The subcommittee met two (2) times to evaluate the proposals. Members of the subcommittee completed an employee benefits consulting services evaluation sheet for each bid proposal. Upon review of these responses, the evaluation committee invited four (4) vendors for interviews as request for Best and Final Offers based on the needs of the District. Upon completion of the finalist presentations, **Gallagher Benefit Services, Inc.** was recommended by a unanimous vote of the sub-committee of the Employees Benefits Committee. The final evaluation ranking and scores are attached.

Proposals were evaluated by the CISD Finance Department, Human Resources Department, and members of the District Employee Benefits Committee, and reviewed by the Purchasing Department. Funds for the purchase are provided in the Self-Funded Insurance Fund

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement & Business Services

EVALUATION POINTS

The bid proposals shall be evaluated based on the following scale:

TE Code	Description	Points
1	Purchase price;	40
2	Reputation of the Bidder or the Bidder's goods or services;	20
3	Quality of the Bidder's goods or services;	15
4	Extent to which the goods or services meet the needs of the District;	15
5	Bidder's past relationship with the District;	5
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	0
7	Total long-term cost to the District to acquire the goods or services;	5
8	Bidder has its principal place of business in Texas; or employs at least 500 persons in Texas;	0
	Total Points	100

RFP# 23-09-01 - Employee Benefits Consulting Services

Supplier	Rank	Score 100	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8
			40.00	20.00	15.00	15.00	5.00	0.00	5.00	0.00
Gallagher	1	90.5	37.0	17.8	13.3	13.2	4.2	0.0	5.0	0.0
Marsh & McLennan Agency LLC	2	87.7	38.0	16.7	12.5	12.8	2.7	0.0	5.0	0.0
McGriff Seibels and Williams	3	86.5	40.0	15.0	11.8	12.2	2.5	0.0	5.0	0.0
Insgroup, LLC.	4	77.7	34.0	14.2	11.7	10.8	2.0	0.0	5.0	0.0

Consider and Approve the Replacement of Priority Chillers through the District's Job Order Contract Program

Recommendation:

That the Conroe Independent School District Board of Trustees approve the use of the District's awarded Job Order Contract program as the purchasing method to replace identified air conditioning chillers at multiple campuses throughout the District and authorize the Superintendent to execute the necessary contract documents as submitted by Mr. Darrin Rice, Chief Financial Officer, Mr. Rick Reeves, Director of Procurement & Business Services, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Texas Government Code Chapter 2269, Subchapter I, defines job order contracting as "a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite". In February 2022, the Board approved CSP# 21-10-06 Maintenance, Repair, and Operations Job Order Contract Program: HVAC/Mechanical Services to multiple vendors for these services. In this CSP, vendors were asked to bid their adjustment factors based on the Gordian Group Maintenance, Repair, and Operations Task Catalog, which contains various tasks with preset unit prices on a multitude of HVAC/mechanical services.

The Conroe ISD Maintenance Department has identified fifteen (15) campuses in which the air conditioning chillers have exceeded their life expectancy. The cost to replace the 31 chillers is included in the critical infrastructure component of Proposition A in the 2023 bond. Using the Job Order Contract program to procure these items will allow the District to expedite the purchase of these critically needed components before they fail. The Maintenance Department has received job order quotes from two of the awarded vendors, T&R Mechanical and Envirotech, to replace the chillers at these locations and begin the process once the Board approves. The estimated not to exceed the cost for this entire project is approximately \$10.4 million. Funding will be provided by the Capital Projects Fund.

Policy Reference: Legal and Local Board Policy CH

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Rick Reeves
Director of Procurement & Business Services

Priority Chiller Replacement - Dec 2023

WOID	Description	Location	Contractor	Brand	Total
601091	Chiller 1 & 2	Birnam Woods Elementary - 129	T&R	Carrier	\$887,541.63
601075	Chiller - C by Ag shop	Caney Creek HS-011	T&R	Carrier	\$458,294.96
601076	Chiller 1 & 2	Cryar Int - 073	Envirotech	Carrier/Trane	\$929,432.60
601089	Chiller 1 -air cooled	Ford Elementary - 112	T&R	Carrier	\$278,691.00
601072	Chiller 1 Main chiller yard	Grangerland Interm - 068	T&R	Carrier	\$371,052.24
601092	Chiller 2 Main chiller yard	Hauke Administration Complex- Crockett - 876 (2)	T&R	Carrier	\$246,413.76
601073	Chiller 1 & 2 Main chiller yard	Kaufman Elementary - 125	Envirotech	Carrier/Trane	\$923,894.74
601085	Chiller 1 Main chiller yard	Milam Elementary - 105	T&R	Carrier	\$469,456.20
601080	ACCH 1 & 2 in Main chiller yard	Oak Ridge Elem - 109	Envirotech	Carrier/Trane	\$794,698.98
601079	Chiller 1 & 2 in Main chiller yard & Chiller by Tennis Court	Oak Ridge High 9th. Grade - 015	T&R	Carrier	\$903,109.47
601095	Chiller 1 Main chiller yard	San Jacinto Elem - 115	T&R	Carrier	\$371,454.06
601096	Chiller-C Front next to Sam Houston	Travis Intermediate - 070	T&R	Carrier	\$438,968.59
601094	Chiller 1, 2, 3, & 4 in Main chiller yard	TW-College Park High S. - 014	Envirotech	Carrier/Trane	\$2,498,207.56
601090	Chiller 4	Washington High School - 002	T&R	Carrier	\$207,413.81
571165	DX UNIT	Coulson Tough School	T&R	Trane	\$50,985.43
590438	Chiller 4	Conroe HS 9th Grade	T&R	Carrier	\$508,196.53
					\$10,337,811.56



Envirotech Mechanical Systems
HVAC Contractors
Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
270 Lake Meadows Drive
Montgomery TX 77316
9365884114
<http://envirotech-tx.com>
TACLA 016611C

Quote No.	0000344
Type	Replacement
Prepared By	Buck Merwin
Created On	11/30/2023
Valid Until	12/30/2023

Quote For	Conroe I.S.D.
	The Woodlands College Park High School 3701 College Park Drive The Woodlands TX 77384 (936) 709-3000

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (4) existing Trane Air Cooled Chiller (Serial#: U04A03721, U04A03722, U04A03720 and U04A03719) with (4) Carrier Air Cooled Screw Chiller, Model# 30XV-3506MT0154D2 with the following features:

- 460-3-60
- R-513A
- Aluminum Fin/Copper Tube Condenser Coils w/E-Coat
- Shell & Tube Cooler
- Cooler Heater
- Suction Line Insulation
- Coil Trim Panels + Security Grills (Sides) + Hail Guards (End)
- 7 Touchpilot
- GFI
- Single Point Electrical Connection
- Non-Fused Disconnect
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- VFD Screw Compressors with PM Motor Compressor
- 65K SCCR Rating
- Variable Speed Fans

Services:

- Unit Factory Authorized Start-Up
- Unit Ten-Year Parts, Refrigerant and Labor Warranty

Services to be completed

[Chiller] Air Cooled Chiller - Chiller 1 Air Cooled Screw Trane RTAC3504UHON U04A03721

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.

- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.
- Reconnect electrical to new chiller.
- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove (4) pump and motor skids from piping and haul away for disposal.
- Set Replacement Pump Packages and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.

- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller 2 Air Cooled Screw Trane RTAC3504UHON U04A03722

- SEE SCOPE LISTED FOR Chiller 1.

[Chiller] Air Cooled Chiller - Chiller 3 Air Cooled Screw Trane RTAC3504UHON U04A03719

- SEE SCOPE LISTED FOR Chiller 1

[Chiller] Air Cooled Chiller - Chiller 4 Air Cooled Screw Trane RTAC3504UHON U04A03720

- SEE SCOPE LISTED FOR CHILLER 1

GRAND TOTAL \$2,417,043.00

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): \$ AS LISTED ABOVE

Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

Escalation Price Add B. (61 Days – 90 Days): \$ 10% of FINAL contract value.

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless specified below.
3. Warranty begins at substantial completion.
4. All trash to the General Contractors Dumpster.

5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement
15. Performance and Payment Bonds
16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
28. All Service/Maintenance Requirements unless specified below
29. Sales Tax
30. BIM Drawings, BIM Coordination, and associated BIM items.
31. Anything not listed in the scope of work.

All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
270 Lake Meadows Drive
Montgomery TX 77316
9365884114
<http://envirotech-tx.com>
TACLA 016611C

Quote No. | **0000345**
Type | Replacement
Prepared By | Buck Merwin
Created On | 11/30/2023

Quote For | **Conroe I.S.D.**
The Woodlands College
Park High School
3701 College Park Drive
The Woodlands TX 77384
(936) 709-3000

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (4) existing Trane Air Cooled Chiller (Serial#: U04A03721, U04A03722, U04A03720 and U04A03719) with (4) Trane Air Cooled Screw Chiller, Model# RTAF350EUAHHXUA1N11X2NWCCCV1CBXBX*XAAXX**X* with the following features:

- Voltage at 460V/60Hz/3 phase
- Unit startup by Trane
- 10 years of Parts, Labor and Refrigerant warranty
- Warranty begins at startup or 6 months after shipment; whichever occurs first
- High efficiency with BRD sound Compressor Blankets (Field Install by Hunton Services during startup)
- New Generation Refrigerant charge R-513A
- Circuit breaker with High amp 65,000 short circuit rating
- 1 pass evaporator
- Factory insulation- 0.75 inch
- Condenser with variable speed fans
- Condenser is Microchannel with coating
- BACnet interface
- Variable speed compressors
- Wide ambient control (-4F to 130F ambient operation)
- Factory installed flow switch water
- Architectural louvered panels covering the coil and compete side of unit.
- Single point unit power connection
- UL listed to US and Canadian safety std; ASME pressure vessel code; AHRI certified
- ASHRAE 90.1 all versions up to 2016

Services to be completed

[Chiller] Air Cooled Chiller - Chiller 1 Air Cooled Screw Trane RTAC3504UHON U04A03721

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.

- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.
- Reconnect electrical to new chiller.
- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove (4) pump and motor skids from piping and haul away for disposal.
- Set Replacement Pump Packages and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended

Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.

- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller 2 Air Cooled Screw Trane RTAC3504UHON U04A03722

- SEE SCOPE LISTED FOR Chiller 1.

[Chiller] Air Cooled Chiller - Chiller 3 Air Cooled Screw Trane RTAC3504UHON U04A03719

- SEE SCOPE LISTED FOR Chiller 1

[Chiller] Air Cooled Chiller - Chiller 4 Air Cooled Screw Trane RTAC3504UHON U04A03720

- SEE SCOPE LISTED FOR CHILLER 1

GRAND TOTAL \$2,424,738.00

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): **\$ AS LISTED ABOVE**

Escalation Price Add A. (31 Days – 60 Days): **\$ 5% of FINAL contract value.**

Escalation Price Add B. (61 Days – 90 Days): **\$ 10% of FINAL contract value.**

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless ⁵⁷specified below.
3. Warranty begins at substantial completion.

4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement
15. Performance and Payment Bonds
16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
28. All Service/Maintenance Requirements unless specified below
29. Sales Tax
30. BIM Drawings, BIM Coordination, and associated BIM items.
31. Anything not listed in the scope of work.

All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
Houston / Austin / San Antonio

From **Envirotech Mechanical Systems**
270 Lake Meadows Drive
Montgomery TX 77316
9365884114
<http://envirotech-tx.com>
TACLA 016611C

Quote No. 0000338

Type Replacement
Prepared By Buck Merwin
Created On 11/21/2023
Valid Until 12/21/2023

Quote For Conroe I.S.D.

Kaufman Elementary School
2760 Northridge Forest
Drive
Spring TX 77386
(832) 592-5600

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing Carrier Air Cooled Chiller (Serial#: 0206Q90557 and 0206Q90559) with (2) Carrier Air Cooled Screw Chiller, Model# 30XV-2256MT015DD2 with the following features:

- 460-3-60
- R-513A
- Aluminum Fin/Copper Tube Condenser Coils w/E-Coat
- Shell & Tube Cooler
- Cooler Heater
- Suction Line Insulation
- Coil Trim Panels + Security Grills (Sides) + Hail Guards (End)
- 7 Touchpilot
- GFI
- Single Point Electrical Connection
- Non-Fused Disconnect
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- VFD Screw Compressors with PM Motor Compressor
- 65K SCCR Rating
- Variable Speed Fans

Services:

- Unit Factory Authorized Start-Up
- Unit Ten-Year Parts, Refrigerant and Labor Warranty

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 Air Cooled Screw Carrier 30XAA2206F 0206Q90557

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.
- Reconnect electrical to new chiller.

- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove pump and motor assembly from piping and haul away for disposal.
- Set Replacement Pump Package and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Fabrication of stand for Hydronic Pump VFD's as needed.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 Air Cooled Screw Carrier 30XAA2206F 0206Q90559

- SEE SCOPE LISTED FOR ACCU 1.

GRAND TOTAL \$880,474.00

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): \$ AS LISTED ABOVE

Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

Escalation Price Add B. (61 Days – 90 Days): \$ 10% of FINAL contract value.

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless specified below.
3. Warranty begins at substantial completion.
4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement
15. Performance and Payment Bonds

16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
28. All Service/Maintenance Requirements unless specified below
29. Sales Tax
30. BIM Drawings, BIM Coordination, and associated BIM items.
31. Anything not listed in the scope of work.

All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
Houston / Austin / San Antonio

From **Envirotech Mechanical Systems**
270 Lake Meadows Drive
Montgomery TX 77316
9365884114
<http://envirotech-tx.com>
TACLA 016611C

Quote No. 0000339

Type Replacement
Prepared By Buck Merwin
Created On 11/21/2023

Quote For Conroe I.S.D.

Kaufman Elementary School
2760 Northridge Forest
Drive
Spring TX 77386
(832) 592-5600

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing Carrier Air Cooled Chiller (Serial#: 0206Q90557 and 0206Q90559) with (2) Trane Air Cooled Screw Chiller, Model# RTAF230 with the following features:

RTAF air-cooled screw chiller at 230 nominal tons:

- Voltage at 460V/60Hz/3 phase
- Unit startup by Trane
- Made in America with 10 years of Parts, Labor and Refrigerant warranty
- Warranty begins at startup or 6 months after shipment; whichever occurs first
- High efficiency with BRD sound Compressor Blankets
- New Generation Refrigerant charge R-513A
- Circuit breaker with High amp 65,000 short circuit rating
- 2 pass evaporator - Factory insulation- 0.75 inch
- Condenser with variable speed fans
- Condenser is Microchannel with factory dipped and baked CompleteCoat coating
- BACnet interface
- Variable speed compressors
- Wide ambient control (-4F to 130F ambient operation)
- Factory installed flow switch water
- Architectural louvered panels covering the coil and compete side of unit.
- Single point unit power connection
- UL listed to US and Canadian safety std; ASME pressure vessel code; AHRI certified
- ASHRAE 90.1 all versions up to 2016

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 Air Cooled Screw Carrier 30XAA2206F 0206Q90557

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.

- Reconnect electrical to new chiller.
- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove pump and motor assembly from piping and haul away for disposal.
- Set Replacement Pump Package and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Fabrication of stand for Hydronic Pump VFD's as needed.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 Air Cooled Screw Carrier 30XAA2206F 0206Q90559

- SEE SCOPE LISTED FOR ACCU 1.

GRAND TOTAL \$896,724.00

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): **\$ AS LISTED ABOVE**

Escalation Price Add A. (31 Days – 60 Days): **\$ 5% of FINAL contract value.**

Escalation Price Add B. (61 Days – 90 Days): **\$ 10% of FINAL contract value.**

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless specified below.
3. Warranty begins at substantial completion.
4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement

15. Performance and Payment Bonds
16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
28. All Service/Maintenance Requirements unless specified below
29. Sales Tax
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All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

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REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
 Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
 270 Lake Meadows Drive
 Montgomery TX 77316
 9365884114
<http://envirotech-tx.com>
 TACLA 016611C

Quote No. | **0000340**
 Type | Replacement
 Prepared By | Buck Merwin
 Created On | 11/21/2023
 Valid Until | 12/21/2023

Quote For | **Conroe I.S.D.**
 Cryar Intermediate School
 2375 Montgomery Park
 Boulevard
 Conroe TX 77304
 (936) 709-7300

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing Trane Air Cooled Chiller (Serial#: U04A04011 and U04A04012) with (2) Carrier Air Cooled Screw Chiller, Model# 30XV-2256MT015DD2 with the following features:

- 460-3-60
- R-513A
- Aluminum Fin/Copper Tube Condenser Coils w/E-Coat
- Shell & Tube Cooler
- Cooler Heater
- Suction Line Insulation
- Coil Trim Panels + Security Grills (Sides) + Hail Guards (End)
- 7 Touchpilot
- GFI
- Single Point Electrical Connection
- Non-Fused Disconnect
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- VFD Screw Compressors with PM Motor Compressor
- 65K SCCR Rating
- Variable Speed Fans

Services:

- Unit Factory Authorized Start-Up
- Unit Ten-Year Parts, Refrigerant and Labor Warranty

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 Air Cooled Screw Trane RTAC2254 U04A04011

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.
- Reconnect electrical to new chiller.

- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove pump and motor assembly from piping and haul away for disposal.
- Set Replacement Pump Package and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Fabrication of stand for Hydronic Pump VFD's as needed.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 Air Cooled Screw Trane RTAC2004 U04A04012

- SEE SCOPE LISTED FOR ACCU 1.

GRAND TOTAL \$902,099.00

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): \$ AS LISTED ABOVE

Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

Escalation Price Add B. (61 Days – 90 Days): \$ 10% of FINAL contract value.

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless specified below.
3. Warranty begins at substantial completion.
4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement
15. Performance and Payment Bonds

16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
28. All Service/Maintenance Requirements unless specified below
29. Sales Tax
30. BIM Drawings, BIM Coordination, and associated BIM items.
31. Anything not listed in the scope of work.

All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
 Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
 270 Lake Meadows Drive
 Montgomery TX 77316
 9365884114
<http://envirotech-tx.com>
 TACLA 016611C

Quote No. | **0000341**
 Type | Replacement
 Prepared By | Buck Merwin
 Created On | 11/21/2023
 Valid Until | 12/21/2023

Quote For | **Conroe I.S.D.**
 Cryar Intermediate School
 2375 Montgomery Park
 Boulevard
 Conroe TX 77304
 (936) 709-7300

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing Trane Air Cooled Chiller (Serial#: U04A04011 and U04A04012) with (2) Trane Air Cooled Screw Chiller, Model# RTAF230 with the following features:

RTAF air-cooled screw chiller at 230 nominal tons:

- Voltage at 460V/60Hz/3 phase
- Unit startup by Trane
- Made in America with 10 years of Parts, Labor and Refrigerant warranty
- Warranty begins at startup or 6 months after shipment; whichever occurs first
- High efficiency with BRD sound Compressor Blankets
- New Generation Refrigerant charge R-513A
- Circuit breaker with High amp 65,000 short circuit rating
- 2 pass evaporator - Factory insulation- 0.75 inch
- Condenser with variable speed fans
- Condenser is Microchannel with factory dipped and baked CompleteCoat coating
- BACnet interface
- Variable speed compressors
- Wide ambient control (-4F to 130F ambient operation)
- Factory installed flow switch water
- Architectural louvered panels covering the coil and compete side of unit.
- Single point unit power connection
- UL listed to US and Canadian safety std; ASME pressure vessel code; AHRI certified
- ASHRAE 90.1 all versions up to 2016

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 Air Cooled Screw Trane RTAC2254 U04A04011

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.

- Reconnect electrical to new chiller.
- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC PUMPS AND MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Drain down central plant piping to prepare for removal of hydronic pumps, air/dirt separator, pot feeder (if needed) and mechanical piping.
- Lock Out/Tag Out Electrical Service to pumps.
- Disconnect existing electrical for reuse and prepare for use with VFD.
- Disconnect and Remove pump and motor assembly from piping and haul away for disposal.
- Set Replacement Pump Package and connect to existing piping.
- Reconnect Electrical Service to Pump via VFD.
- Remove and Replace Air/Dirt Separator and/or Pot Feeder (as needed or if equipped)
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
- Fabrication of stand for Hydronic Pump VFD's as needed.
- Disconnect/Reconnect of Pumps, Chiller and VFD's
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 Air Cooled Screw Trane RTAC2004 U04A04012

- SEE SCOPE LISTED FOR ACCU 1.

GRAND TOTAL \$899,599.00

Terms and Conditions

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Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

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Alternates:

- 1.
- 2.

Comments:

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5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement

15. Performance and Payment Bonds
16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
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By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
 Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
 270 Lake Meadows Drive
 Montgomery TX 77316
 9365884114
<http://envirotech-tx.com>
 TACLA 016611C

Quote No. | **0000342**
 Type | Replacement
 Prepared By | Buck Merwin
 Created On | 11/22/2023
 Valid Until | 12/22/2023

Quote For | **Conroe I.S.D.**
 Oak Ridge Elementary School
 19675 Interstate 45
 Conroe TX 77385
 (832) 592-5900

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing York Air Cooled Chillers (Serial#: 2MWM008948 and 2MWM008947) with (2) Trane Air Cooled Screw Chiller, Model# RTAF150 with the following features:

RTAF air-cooled screw chiller at 150 nominal tons:

- Voltage at 460V/60Hz/3 phase
- Unit startup by Trane
- Made in America with 10 years of Parts, Labor and Refrigerant warranty
- Warranty begins at startup or 6 months after shipment; whichever occurs first
- High efficiency with BRD sound Compressor Blankets
- New Generation Refrigerant charge R-513A
- Circuit breaker with High amp 65,000 short circuit rating
- 2 pass evaporator - Factory insulation- 0.75 inch
- Condenser with variable speed fans
- Condenser is Microchannel with factory coating
- BACnet interface
- Variable speed compressors
- Wide ambient control (-4F to 130F ambient operation)
- Factory installed flow switch water
- Architectural louvered panels covering the coil and compete side of unit.
- Single point unit power connection
- UL listed to US and Canadian safety std; ASME pressure vessel code; AHRI certified

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 York YLAA0150ZE46XBA 2MWM008948

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller.
- Reconnect electrical to new chiller.

- Replace conduit as needed for control wiring.
- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
-
- Disconnect/Reconnect of Chillers
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

EXCLUDING PUMPS, VFD's and Air Separator due to recent replacement (2016)

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 York YLAA0150ZE46XBA 2MWM008947

- SEE SCOPE LISTED FOR ACCU 1.

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

Base Price (Bid Day – 30 Days): \$ AS LISTED ABOVE

Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

Escalation Price Add B. (61 Days – 90 Days): \$ 10% of FINAL contract value.

Alternates:

- 1.
- 2.

Comments:

1. Base Pricing is good for 30 days as specified above.
2. Proposal price is based on a 5 day / 40 hour work week unless specified below.
3. Warranty begins at substantial completion.
4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
8. Thrust Blocks
9. Starters
10. VFD's
11. Floor Protection and cleaning
12. Composite cleaning
13. Roofing and Roof Protection
14. Ceiling Removal, Protection or Replacement
15. Performance and Payment Bonds
16. Architectural Louvers
17. Structural Steel Supports
18. Fire Dampers, Fire/Smoke Dampers and Transfer Ducts not shown on drawings.
19. Roof or Wall Penetrations
20. Core Drilling
21. Access Doors other than in ductwork
22. Duct Cleaning
23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
25. Trenching and Backfilling
26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.

- 28. All Service/Maintenance Requirements unless specified below
- 29. Sales Tax
- 30. BIM Drawings, BIM Coordination, and associated BIM items.
- 31. Anything not listed in the scope of work.

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By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Envirotech Mechanical Systems
HVAC Contractors
Houston / Austin / San Antonio

From | **Envirotech Mechanical Systems**
270 Lake Meadows Drive
Montgomery TX 77316
9365884114
<http://envirotech-tx.com>
TACLA 016611C

Quote No.	0000343
Type	Replacement
Prepared By	Buck Merwin
Created On	11/22/2023
Valid Until	12/22/2023

Quote For	Conroe I.S.D.
	Oak Ridge Elementary School
	19675 Interstate 45
	Conroe TX 77385
	(832) 592-5900

Description of Work

The following quote reflects a DO NOT EXCEED (DNE) proposal as follows:

Remove and Replace (2) existing York Air Cooled Chillers (Serial#: 2MWM008948 and 2MWM008947) with (2) Carrier Air Cooled Screw Chiller, Model# 30XV-1606MT0154D2 with the following features:

- 460-3-60
- R-513A
- Aluminum Fin/Copper Tube Condenser Coils w/E-Coat
- Shell & Tube Cooler
- Cooler Heater
- Suction Line Insulation
- Coil Trim Panels + Security Grills (Sides) + Hail Guards (End)
- 7 Touchpilot
- GFI
- Single Point Electrical Connection
- Non-Fused Disconnect
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- VFD Screw Compressors with PM Motor Compressor
- Variable Speed Fans

Services:

- Unit Start-Up
- Unit Ten-Year Parts and Labor Warranty

Services to be completed

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 1 York YLAA0150ZE46XBA 2MWM008948

CHILLER REPLACEMENT SCOPE:

- Coordinate work with Conroe ISD Maintenance.
- Lockout tag out chiller.
- Drain down chiller piping to allow for removal and refit of supply and return piping to new chiller.
- Remove existing electrical, control and piping. Reuse of existing when available.
- Remove chiller from yard via Crane Lift.
- Haul away old chiller for recovery and disposal.
- Set new chiller via Crane Lift.
- Install required new sections of piping to connect new chiller. 80
- Reconnect electrical to new chiller.
- Replace conduit as needed for control wiring.

- Coordinate with BAS Contractor for Chiller Integration.
- Have sections of pipe that were removed for work to be reinsulated.
- Clean up work area
- Coordinate chiller startup with Manufacturers Authorized Start-Up Representative as required for warranty.

HYDRONIC MECHANICAL PIPING:

- Isolate Chilled Water Plant at closest available isolation valves to main section of building to retain as much treated water in system as possible.
- Demo and Remove existing piping in order to connect new chillers.
- Haul Away old piping for disposal.
- Fabricate and Install New Piping to adapt existing piping system to Replacement Chiller piping connections.
- Fabricate and Install Future/Temporary Chiller Taps into existing Chilled Water Supply and Return Piping System.
- Leak Test piping after completion of piping modifications.

INSULATION

- Replace piping insulation on piping and/or pump equipment that was removed for replacement or modification with matching insulation type and thickness.
- Replace Aluminum Jacketing on Exterior Piping that was removed or replaced if previously equipped.

ELECTRICAL

- Disconnect/Reconnect Electrical Service to Air Cooled Chillers.
- Modification of BAS Controls Conduit as needed.
- Removal and Replacement of Chiller Main Service Breaker as needed to meet Manufacturers Recommended Breaker Amperage Rating or Manufacturers Stated Maximum Overcurrent Protection (MOCP) Rating.
- Replacement of Local Service Disconnect Conductors to chiller as needed.
- Replacement of Seal-Tite Weather Proof conduit to chiller.
-
- Disconnect/Reconnect of Chillers
- Installation of conduit as needed for electrical service and controls wiring.

CONTROLS

- Coordinate with existing Controls Contractor for Replacement Chiller and Pump VFD Integration into existing network.

GENERAL CONSTRUCTION: CONCRETE

- Coordinate with Concrete Contractor for the extension of the existing chiller pad to fit new replacement chillers.

EXCLUDING PUMPS, VFD's and Air Separator due to recent replacement (2016)

[Chiller] Air Cooled Chiller - Chiller Yard ACCU 2 York YLA0150ZE46XBA 2MWM008947

- SEE SCOPE LISTED FOR ACCU 1.

Terms and Conditions

*****ESCALATION PRICING INCREASE NOTICE***** Please be advised that we are holding our base bid number for thirty days only! We must be under a fully executed contract, must have received approved submittals back from the design team (or Owner's Representative if Replacement or Non-Engineered Project) and must be able to provide a non-contingent purchase order accompanied with a release for fabrication to the equipment manufacture all within the thirty days from the actual bid date. If these requirements are not met, then our pricing is subject to the price increase schedule listed below. ****No Exceptions**** Please take this into consideration if this is a "DO NOT EXCEED" proposal.

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Escalation Price Add A. (31 Days – 60 Days): \$ 5% of FINAL contract value.

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Alternates:

- 1.
- 2.

Comments:

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4. All trash to the General Contractors Dumpster.
5. Test and Balance of System (TAB) is Excluded.
6. HVAC Controls are Excluded unless stated in scope of work.
7. Duct Cleaning is Excluded – Ends of Ductwork will remain covered until final tie-ins.
8. We utilize Plan Grid and/or ServiceTrade as our project management software.
9. For the hydronic flushing we utilize Purge Rite for high velocity/filtration flushing.

Exclusions, unless otherwise stated in scope of work:

1. Cutting
2. Painting/Priming (except our welds, all welds will be primed, it is our standard)
3. Patching or Sealing (slab/wall openings)
4. Concrete Work (including equipment pads)
5. Plumbing/Electrical
6. Fire Protection
7. Grouting
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20. Core Drilling
21. Access Doors other than in ductwork
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23. No Work Bid on Plan sheets other than M-Sheets.
24. Pitched Roof Curbs on metal roof if required.
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26. Temporary A/C, Heat, Dehumidification, or Portable Spot Coolers
27. Wood Blocking and Structural Work for roof pipe supports or curbs.
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- 29. Sales Tax
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All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does NOT include any applicable taxes unless otherwise stated. This proposal is valid for 30 days unless otherwise stated.

Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

REGULATED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Date:	11/28/2023
Work Order #:	601073-HVAC
Title:	Kaufman Elementary - Chiller 1 & 2 Main chiller yard
Contractor:	Envirotech Mechanical Systems LLC
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Kaufman Elementary - Chiller 1 & 2 Main chiller yard
Proposal Value:	\$880,474.00
Proposal Submitted:	11/21/2023 8:41 PM

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$880,474.00

	Qty		Unit Price	Factor	Total
Installation	880474	X	\$1.00	X 1.0000	\$880,474.00

Contractor Notes: *Carrier Quote*

Subtotal for 01 - General Requirements:	\$880,474.00
--	---------------------

Grand Total:	\$880,474.00
---------------------	---------------------

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Proposal Review Details - CSI

Date: 11/28/2023
Work Order #: 601076-HVAC
Title: Cryar Int - Chiller 1 & 2
Contractor: Envirotech Mechanical Systems LLC
Contractor Number: CSP#21-10-06
Job Order Value: \$0.00

Proposal Name: Cryar Int - Chiller 1 & 2
Proposal Value: \$902,099.00
Proposal Submitted: 11/21/2023 8:29 PM

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$902,099.00

Qty	Unit Price	Factor	Total
Installation	902099 X	\$1.00 X 1.0000	\$902,099.00

Contractor Notes: Carrier Quote

Subtotal for 01 - General Requirements: \$902,099.00

Grand Total: \$902,099.00

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%



T&R Mechanical, Inc.
21710 White Oak Drive.
Conroe, Texas 77306
P: 936-446-3300
F: 936-231-2949
TACLA22705E

Proposal

December 5, 2023

Customer: Conroe ISD.

Address: Conroe High School
3200 West Davis St.
Conroe, TX. 77304
(936) 672-4832 cell.

Attn: Devin Welch (kdwelch@conroeisd.net)

From: Tracy Olds (Tracy.Olds@trmechanical.com)
John Singletary (Jsingletary@trmechanical.com)

Proposal: Coulson Tough School DX ACCU-1B Replacement

Scope of Work:

- *Check in with Customer upon Arrival.*
- *Prep job site work area for proper safety.*
- *Lock out tag out system.*
- *Check in with customer upon arrival.*
- *Prep job site for proper safety.*
- *Lock out tag out equipment.*
- *Disconnect electrical and reclaim all existing refrigerant in system.*
- *Set crane and rigging up in parking lot for lifts.*
- *Lift and remove existing Trane (CO1E51222) DX condenser.*
- *Lift and install new Trane (TTA30044CAAE02P) condenser.*
- *Description: 25-ton Odyssey, 460v/3 - R410.*
- *Symbio-Single Cir.- manifolded compressors.*
- *Install new 410-A TXV Valves.*
- *Install new driers.*
- *Install armor flex insulation.*
- *Reconnect to existing electrical and copper line set.*
- *R-11 Flush existing line set and pull vacuum.*
- *Startup system and check for proper operation.*
- *Clean surrounding area.*
- *Report to customer.*

Exclusions:

1. Any additional parts, repairs, and/or services not listed.
2. Any type of controls or electrical replacements or repairs.
3. Any type after hours, weekends and holidays.
4. Any permits, and or bonding.
5. Sales Tax.

NOTE: Lead Time: Only One Unit is Available currently.

Proposed Materials: \$ 42,011.00

Proposed Labor: \$ 7,475.00

Proposed Price: \$ 49,486.00 (forty-nine thousand four hundred eight-six dollars and zero cents).

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence. Please provide the PO# in the space below. The proposal price is subject to review after 30 days.

Respectfully,



Office: 936-446-3300

Mobile: 832-312-3924

Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T & R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material, or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T & R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, supplier's delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts, or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall, at its option repair or replace, F.O.B. point of sale, any equipment, parts, or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1-year warranty period. T&R warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that

Coulson Tough School DX ACCU-1B Replacement

service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges, such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools, and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions, or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

Payment Type / PO Number



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Proposal

September 22, 2023

Attn: Devin Welch

RE: Conroe ISD Conroe High Ninth Grade Campus chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the York chiller with a new Carrier 30XA 220 ton air cooled.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves.
5. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves.
6. Provide electrical to re-connect the chiller add new disconnect.
7. Assist startup and check operation of the new chiller.
8. Chiller includes 1st- 5th year parts and labor warranty from the manufacturer.
9. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Pumps and other equipment not listed.
4. Controls of any kind.
5. Overtime, holiday and/or weekend hours.
6. Any additional parts, repairs, and/or services not listed.
7. Sales Tax.

Price: \$244,450.00

Two Hundred Forty- Four Thousand Four Hundred Fifty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-5year complete unit Parts and labor manufacturer warranty

Chiller has a 45 week lead time at the moment.



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
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TACLA22705E

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to be defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
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T&R Mechanical, Inc.
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P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Proposal

September 19, 2023

Attn: Devin Welch

RE: Conroe ISD Grangerland Elementary chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the York chiller with a new Carrier 30XA 2606Vair cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (2) new primary Taco pumps and ABB drives for the chillers. Align new pumps per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$360,140.00

Three Hundred Sixty Thousand One Hundred Forty Dollars and Zero Cents.



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or



T&R Mechanical, Inc.
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Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customer's locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Superseding, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Print Name

Title

PO Number



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Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Caney Creek High School Ag chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30XV260 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide new Carrier:

30XV-250

Variable Speed Air-Cooled Screw Chiller

- 460-3-60
- 250 Tons
- Suction Line Insulation
- Control Transformer
- Non-Fused Disconnect
- EMM (includes GFI Convenience Outlet)
- Permanent Magnet Compressor Motor
- MCHX E-Coated Coils
- Flooded Evaporator, 2 pass, w/ Heater
- Low Sound Kit
- Variable Speed Condenser Fans
- High SCCR 65 kA Current Rating
- Coil T Panel (header side), Grilles (sides), Upper Hail Guards (end)
- R-513A
- Low Ambient Head Pressure Control

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
6. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
7. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.



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8. Provide electrical to re-connect the chiller add new disconnect provide with the chiller. Reconnect to existing breaker and wire. MCA is 471.
9. Assist startup and check operation of the new chiller.
10. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
11. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$444,817.00

Four Hundred Forty- Four Thousand Eight Hundred Seventeen Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
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TACLA22705E

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
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11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of



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the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.

- 14. T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
- 15. Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
- 16. Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
- 17. Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
- 18. Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 19. Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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TACLA22705E

Proposal

November 14, 2023

Attn: Devin Welch

RE: Conroe ISD Caney Creek High chiller replacement upgrade to 260 ton.

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30XA260 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller Run new wire to handle the upgraded chiller. Replace breaker to match new chiller MOCP. Upgrade fuses as needed to match new chiller MOCP.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Increase capacity for new pump and drive for upgraded chiller. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$417,602.00

Four Hundred Seventeen Thousand Six Hundred Two Dollars and Zero Cents.

100



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Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term, In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner, In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a



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consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
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19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.



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Signature

Date

Print Name

Title

PO Number



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Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Oak Ridge 9th Grade Chiller Replacement

Scope of Work: We propose to provide labor and materials required to replace the (3) chillers with (2) new Carrier 30XA200 and (1) 30RC067 air cooled chillers.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Disconnect building controls to chillers and assist reconnecting to the new chillers.
4. Remove bollards, add concrete pad for end of chiller and install new bollards at the end of the (2) chillers.
5. Provide crane and rigging to remove existing chiller and set new chiller.
6. Provide (3) new carrier chillers

(1) 30RC-0676S024-D1F

AIR-COOLED SCROLL CHILLER

- 460-3-60
- 067
- Standard
- 7"Control Panel Colored Display w/ Quick Restart/Capacity Recovery
- BACnet IP
- Energy Management Module
- Evaporator Heater (Freeze Protection)
- 4-amp GFI (Ground Fault Interrupt)
- 65 kA SCCR
- Suction Line Insulation
- MCHX E-Coated Coils
- Greenspeed Intelligence: High-Efficiency Variable Condenser Fans
- Non-Fused Disconnect
- BPHE
- Single Point Power
- Full Hail Guards
- Compressor Sound Enclosure and Blankets includes Aero-Acoustic Fans



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(2) 30XA-2006M-04RZW

Air-Cooled Screw Chiller

- 460-3-60
- 200 Tons
- Freeze Protection
- Suction Line Insulation
- Non-Fused Disconnect
- Service Option (includes Service

Port & GFI)

- Energy Management Module
- Control Transformer
- MCHX E-Coat
- Low Sound Option
- XL Starter
- Low Ambient Head Pressure

Control

- Single Point
- BACnet Communications
- Coil Trim Panels, Grilles (both sides of chiller), Upper Hail Guards
- Touch Pilot Display
- High SCCR 65k Current Rating

7. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
8. Install (2) new primary Taco pumps and ABB drives for the chillers. Align new pumps per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
9. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
10. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
11. Assist startup and check operation of the new chiller.
12. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
13. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$876,550.00



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21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Eight Hundred Seventy-Six Thousand Five Hundred Fifty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term, In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner, In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace



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any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
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15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
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18. **Superseding, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
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Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Ben Milam Elementary chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new 275 Ton Carrier 30XV air cooled chiller.

30XV-2756MM015DD2

Variable Speed Air-Cooled Screw Chiller

- • 460-3-60
- • 275 Tons
- • Medium Tier
- • Suction Line Insulation
- • Control Transformer
- • Non-Fused Disconnect
- • EMM (includes GFI Convenience Outlet)
- • MCHX E-Coated Coils
- • Flooded Evaporator, 2 pass, w/ Heater
- • Low Sound Kit
- • High SCCR 65 kA Current Rating
- • Coil T Panel (header side), Grilles (sides), Upper Hail Guards (end)
- • R-513A
- • Low Ambient Head Pressure Control

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.



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9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$455,650.00

Four Hundred Fifty-Five Thousand Six Hundred Fifty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

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- 15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
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- 19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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Proposal

November 14, 2023

Attn: Devin Welch

RE: Conroe ISD Ben Milam Elementary chiller replacement upgrade chiller tonnage.

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30XA280 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire to upsized breaker for larger chiller.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the upsized chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$427,695.00

Four Hundred Twenty-Seven Thousand Six Hundred Ninety-Five Dollars and Zero Cents.



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Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

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Title

PO Number



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Ford Elementary School chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RC102 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide new Carrier chiller:

30RC-1026
Estimated lead time = 35 weeks

AIR-COOLED SCROLL CHILLER

- 460-3-60
- 102
- Standard
- 7"Control Panel Colored Display w/ Quick Restart/Capacity Recovery
- BACnet IP
- Energy Management Module
- Evaporator Heater (Freeze Protection)
- 4-amp GFI (Ground Fault Interrupt)
- Hot Gas Bypass
- 65 kA SCCR
- Suction Line Insulation
- MCHX E-Coated Coils
- Greenspeed Intelligence: High-Efficiency Variable Condenser Fans
- Non-Fused Disconnect
- BPHE
- Single Point Power
- Full Hail Guards
- Compressor Sound Enclosure and Blankets includes Aero-Acoustic Fans

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller. Add 500 gallon storage tank for added chilled water capacity for short loop.
6. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.



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7. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
8. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
9. Disconnect existing hard wired BAS controls and reconnect to new chiller.
10. Assist startup and check operation of the new chiller.
11. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
12. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$270,495.00

Two Hundred Seventy Thousand Four Hundred Ninety-Five Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 35 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com



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Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.



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12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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Proposal

November 8, 2023

Attn: Devin Welch

RE: Conroe ISD Washington elementary chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RAP 045 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller. Add chilled water storage tank for added capacity.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$194,125.00

One Hundred Ninety-Four Thousand One Hundred Twenty-Five Dollars and Zero Cents.



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Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or



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improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
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11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
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15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Superseding, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date



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Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Washington elementary chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RAP 045 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide new Carrier chiller

30RAP0456K-0JF6D
Estimated lead time is 16 weeks

Air-Cooled Scroll Chiller

- 460-3-60
- 45 Tons
- Evaporator Heater
- Non-Fused Disconnect
- MCHX E-Coat
- Ultra Low Sound - Low Sound Fans and Compressor Blankets
- Hot Gas Bypass
- Security Grilles & Hail Guards
- High SCCR 65 k Current Rating (460v)
- EMM
- BACnet Communications
- Single Point
- High Efficiency Variable Condenser Fan

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller. Add chilled water storage tank for added capacity.
6. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
7. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.

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8. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
9. Reconnect existing hard wired BAS controls.
10. Assist startup and check operation of the new chiller.
11. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
12. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$201,314.00

Two Hundred One Thousand Three Hundred Fourteen Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 16 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

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Standard Terms and Condition for Sales-Service and/or Equipment

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1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of



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the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.

- 14. T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
- 15. Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
- 16. Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
- 17. Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
- 18. Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 19. Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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TACLA22705E

Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Birnham Woods Elementary Chiller Replacement

Scope of Work: We propose to provide labor and materials required to replace the (2) 275 ton chillers with (2) new Carrier 30XV275 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Disconnect building controls to chillers and assist reconnecting to the new chillers.
4. Provide (2) new Carrier chillers:

30XV-275

Variable Speed Air-Cooled Screw Chiller

- 460-3-60
- 275 Tons
- Suction Line Insulation
- Control Transformer
- Non-Fused Disconnect
- EMM (includes GFI Convenience Outlet)
- Permanent Magnet Compressor Motor
- MCHX E-Coated Coils
- Flooded Evaporator, 2 pass, w/ Heater
- Low Sound Kit
- Variable Speed Condenser Fans
- High SCCR 65 kA Current Rating
- Coil T Panel (header side), Grilles (sides), Upper Hail Guards (end)
- R-513A
- Low Ambient Head Pressure Control

5. Provide crane and rigging to remove existing chiller and set new chiller.
6. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
7. Install (2) new primary Taco pumps and ABB drives for the chillers. Align new pumps per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.



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8. Install (2) new secondary Taco pumps and ABB drives for the building. Align new pumps per manufacturers specifications. Provide mounting for new drives. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
9. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
10. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
11. Assist startup and check operation of the new chiller.
12. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
13. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$861,440.00

Eight Hundred Sixty-One Thousand Four Hundred Forty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President

Mobile: 281-914-0230



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Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's



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negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.

12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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Proposal

November 6, 2023

Attn: Devin Welch

RE: Conroe ISD Birnham Woods Elementary Chiller Replacement

Scope of Work: We propose to provide labor and materials required to replace the (2) 260 ton chillers with (2) new Carrier 30XA 2606V air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Disconnect building controls to chillers and assist reconnecting to the new chillers.
4. Remove bollards, add concrete pad for end of chiller and install new bollards at the end of the (2) chillers.
5. Provide crane and rigging to remove existing chiller and set new chiller.
6. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
7. Install (2) new primary Taco pumps and ABB drives for the chillers. Align new pumps per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
8. Install (2) new secondary Taco pumps and ABB drives for the building. Align new pumps per manufacturers specifications. Provide mounting for new drives. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
9. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
10. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
11. Assist startup and check operation of the new chiller.
12. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
13. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.



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4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$782,140.00

Seven Hundred Eighty-Two Thousand One Hundred Forty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R



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Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 8. Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
- 9. Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
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- 11. Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
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- 15. Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
- 16. Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
- 17. Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
- 18. Superseding, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.



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- 19. Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Hauke Academic Alternative School chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RBX090 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide new Carrier chiller:

30RBX09065-LLW6C

Air-Cooled Scroll Chiller

- 460-3-60
- 160 Tons
- Freeze Protection
- Suction Line Insulation
- Non-Fused Disconnect
- Service Option (includes Service Port & GFI)
- Energy Management Module
- MCHX E-Coated Coils
- Ultra Low Sound Option
- Single Point
- BACnet Communications
- Coil Trim Panels, Grilles (both sides of the chiller), Upper Hail Guards
- Touch Pilot Display
- High SCCR 65k Current Rating (460v)
- Greenspeed Intelligence: High Efficiency Variable Condenser Fans

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
6. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.



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7. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
8. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
9. Reconnect existing hard wired controls for BAS system.
10. Assist startup and check operation of the new chiller.
11. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
12. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$239,167.00

Two Hundred Thirty-Nine Thousand One Hundred Sixty-Seven Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

tracy.olds@trmechanical.com



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com

TACLA22705E

Standard Terms and Condition for Sales-Service and/or Equipment

1. **Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
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7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
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15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
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Signature

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Proposal

November 6, 2023

Attn: Devin Welch

RE: Conroe ISD Hauke Academic Alternative School chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RB090 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$225,054.00

Two Hundred Twenty-Five Thousand Fifty-Four Dollars and Zero Cents.



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Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
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improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Signature

Date



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TACLA22705E

Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD College Park High School chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the (4) RTAC 350 chillers with (4) new Carrier 30XV400 air cooled chillers.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Disconnect and remove control wiring for the chiller.
4. Provide (4) new Carrier chillers:

30XV-400

Variable Speed Air-Cooled Screw Chiller

- 460-3-60
- 400 Tons
- Suction Line Insulation
- Control Transformer
- Non-Fused Disconnect
- EMM (includes GFI Convenience Outlet)
- MCHX E-Coated Coils
- Flooded Evaporator, 2 pass, w/ Heater
- Low Sound Kit
- Variable Speed Condenser Fans
- High SCCR 65 kA Current Rating
- Coil T Panel (header side), Grilles (sides), Upper Hail Guards (end)
- R-513A
- Low Ambient Head Pressure Control

5. Provide crane and rigging to remove existing chiller and set new chiller.
6. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
7. Install (4) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
8. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
9. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.



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10. Run conduit and reconnect existing hard-wired controls back to chiller.
11. Assist startup and check operation of the new chiller.
12. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
13. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$2,405,000.00

Two Million Four Hundred Five Thousand Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 38 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
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Proposal

November 14, 2023

Attn: Devin Welch

RE: Conroe ISD San Jacinto Elementary chiller replacement with upgraded chiller.

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RBX160 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to new breaker and wire sizing due to chiller upgrade.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$358,530.00

Three Hundred Fifty-Eight Thousand Five Hundred Thirty Dollars and Zero Cents.



T&R Mechanical, Inc.
21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President

Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of



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transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.



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info@trmechanical.com
TACLA22705E

Signature

Date

Print Name

Title

PO Number



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TACLA22705E

Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD San Jacinto Elementary chiller replacement with upgraded chiller.

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30RBX160 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to new breaker and wire sizing due to chiller upgrade.
3. Provide new Carrier chiller:

30RBX160

Air-Cooled Scroll Chiller

- 460-3-60
- 160 Tons
- Freeze Protection
- Suction Line Insulation
- Non-Fused Disconnect
- Service Option (includes Service Port & GFI)
- Energy Management Module
- MCHX E-Coated Coils
- Ultra Low Sound Option
- Single Point
- BACnet Communications
- Coil Trim Panels, Grilles (both sides of the chiller), Upper Hail Guards
- Touch Pilot Display
- High SCCR 65k Current Rating (460v)
- Greenspeed Intelligence: High Efficiency Variable Condenser Fans

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
6. Remove and reconnect existing hard wired BAS controls.
7. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.



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8. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
9. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
10. Assist startup and check operation of the new chiller.
11. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
12. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$360,530.00

Three Hundred Sixty Thousand Five Hundred Thirty Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

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Standard Terms and Condition for Sales-Service and/or Equipment

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2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
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5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner, In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.



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12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.
14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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F: 936-231-2949
info@trmechanical.com
TACLA22705E

Proposal

November 28, 2023

Attn: Devin Welch

RE: Conroe ISD Travis Intermediate chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30XA220 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide new Carrier chiller:

30XA-220

Air-Cooled Screw Chiller

- 460-3-60
- 220 Tons
- Freeze Protection
- Suction Line Insulation
- Non-Fused Disconnect
- Service Option (includes Service Port & GFI)
- Energy Management Module
- Control Transformer
- MCHX E-Coat
- Low Sound Option
- XL Starter
- Low Ambient Head Pressure Control
- Single Point
- BACnet Communications
- Coil Trim Panels, Grilles (both sides of chiller), Upper Hail Guards
- Touch Pilot Display
- High SCCR 65k Current Rating

4. Provide crane and rigging to remove existing chiller and set new chiller.
5. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
6. Install (2) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
7. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.



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8. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
9. Assist startup and check operation of the new chiller.
10. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
11. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$426,059.00

Four Hundred Twenty-Six Thousand Fifty- Nine Dollars and Zero Cents.

Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President
Mobile: 281-914-0230

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Standard Terms and Condition for Sales-Service and/or Equipment

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the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term, In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.

2. **Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
3. **Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
5. **Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
6. **Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
7. **Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner, In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR SATATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
9. **Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
11. **Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
12. **Cancellation:** Customer may cancel this Agreement only with T&R Mechanical's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by T&R Mechanical and all other losses due to the cancellation including a reasonable profit.
13. **Customer Termination for Non-performance:** Customer shall have the right to terminate this Agreement for T&R Mechanical's nonperformance provided T&R Mechanical fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, T&R Mechanical shall have free access to enter Customers locations to disconnect and remove any T&R Mechanical personal proprietary property or devices as well as remove any and all T&R



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21710 White Oak Drive
Conroe, TX 77306
P: 936-446-3300
F: 936-231-2949
info@trmechanical.com
TACLA22705E

Mechanical owned parts, tools and personal property. Additionally, Customer agrees to pay T&R Mechanical for all incurred but unamortized service cost performed by T&R Mechanical including overhead and a reasonable profit.

14. **T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
15. **Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
16. **Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
17. **Waste Disposal:** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this agreement unless as otherwise stated in this Agreement.
18. **Supersedure, Assignment and Modification:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with T&R Mechanical prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
19. **Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

Signature

Date

Print Name

Title

PO Number



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Proposal

November 7, 2023

Attn: Devin Welch

RE: Conroe ISD Travis Intermediate chiller replacement

Scope of Work: We propose to provide labor and materials required to replace the chiller with a new Carrier 30XA220 air cooled chiller.

Install new chiller:

1. Disconnect chilled water piping and get existing chiller ready for removal.
2. Disconnect electrical from old chiller provide new disconnect and rewire chiller to existing electrical.
3. Provide crane and rigging to remove existing chiller and set new chiller.
4. Reconnect piping on the evaporator to existing pipe up to new isolation valves. Add temporary connections and valves to connect portable chiller.
5. Install (1) new primary Taco pump and ABB drive for the chillers. Align new pump per manufacturers specifications. Connect the drives to existing electrical. Provide bypass on the drives and set drive to soft start and run to 60 Hz on startup.
6. Insulate the chilled piping to new chiller and cover with aluminum jacket from new chiller cooler to where the piping was disconnected at new isolation valves. Provide insulation to the new pumps and piping exposed to replace the pumps.
7. Provide electrical to re-connect the chiller add new disconnect provide with the chiller.
8. Assist startup and check operation of the new chiller.
9. Chiller includes 2nd – 10th year parts and labor warranty from the manufacturer. Refrigerant covered under manufacturer's warranty.
10. All parts & materials listed above.

Exclusions:

1. Permits by other.
2. Roof work of any kind.
3. Overtime, holiday and/or weekend hours.
4. Any additional parts, repairs, and/or services not listed.
5. Sales Tax.

Price: \$385,992.00

Three Hundred Eighty-Five Thousand Nine Hundred Ninety- Two Dollars and Zero Cents.



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Included: E-coated micro channel coils

Included: 2-10 year complete unit Parts and labor manufacturer warranty

Chiller has a 42 week lead time at the moment.

Note: Chiller must be ordered by first week of December.

Payment will be 30 days from invoice by T&R.

T&R Mechanical appreciates the opportunity to provide the above proposal. Please indicate approval below and return to our office. If you require a PO# to be referenced on invoicing and correspondence, then please provide the PO# in the space below.

Thank you,

Tracy D. Olds

Vice President

Mobile: 281-914-0230

tracy.olds@trmechanical.com

Standard Terms and Condition for Sales-Service and/or Equipment

- 1. Payment and Taxes:** Payment shall be made net 15 days from the date of invoice. T&R Mechanical reserves the right to require cash payment or other alternative method of payments prior to the shipment or completion of work if T&R Mechanical determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 15 days payment term. In addition to the price, the Customer shall also pay T&R Mechanical any taxes or government charges arising from this agreement.
- 2. Extras:** Equipment, parts, material or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this agreement.
- 3. Returns:** No item will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. Shipment:** All shipments shall be F.O.B. (Free on Board) shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. T&R Mechanical does not guarantee a particular date for shipment or delivery.
- 5. Partial Shipment:** T&R Mechanical shall have the right to ship any portion of the equipment and/or materials included in this Agreement and invoice Customer for such partial shipment.
- 6. Delays:** In the event T&R Mechanical is delayed in mobilizing, shipping of delivery causes beyond the control and without the fault or negligence of T&R Mechanical, including but not restricted to acts of God, acts of government, acts of terrorism, fires, floods, epidemics, quarantine, restrictions, freight, suppliers delays. Strikes, of labor difficulties, T&R agrees to notify Customer in writing as soon practicable of the cause of such delay and T&R Mechanical shall further be entitled to an extension of the time equivalent to the duration of any delay and reasonable time in which to recover from said delay to resume mobilization or production.
- 7. Warranty:** T&R Mechanical warrants that all equipment, parts or components supplied hereunder will be free from defect in material and workmanship. T&R Mechanical shall at its option repair or replace, F.O.B. point of sale, any equipment, parts or components sold by T&R Mechanical and determined to defective within (1) one year from the date of initial operation. T&R Mechanical will pass on any available manufacturer's warranty for specific product if it extends the 1 year warranty period. T&R Mechanical warrants that all service provided by T&R Mechanical hereunder shall be performed in a workmanlike manner. In the event any such service is determined within (90) days of completion of that service. T&R Mechanical shall at its option re-perform or issue a credit for such service. T&R Mechanical obligation to repair or replace any defective equipment, parts, or components during the warranty period shall be Customer's exclusive remedy. T&R Mechanical shall not be responsible for labor charges for removal for components, or reinstallation of defective equipment, parts or components, for charges of



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transportation, handling, and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than T&R Mechanical. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 8. Working Hours:** All services performed under this Agreement including major repairs, are to be provided during T&R Mechanical normal working hours unless otherwise agreed.
- 9. Additional Service:** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at T&R Mechanical prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
- 10. Exclusions:** T&R Mechanical is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. T&R Mechanical is not responsible for repairs, replacement, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent, operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration, due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond T&R Mechanical control. T&R Mechanical shall not be required to perform test, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendation occur, T&R Mechanical, at its option, may submit a quotation for Customer's consideration in addition to this Agreement. T&R Mechanical shall not be required to repair or replace equipment that has not been properly maintained.
- 11. Limitation of Liability:** Under no circumstances shall T&R Mechanical be liable for any incidental, special or consequential damages, including loss or revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. T&R Mechanical shall be liable for damage to property, other than equipment provided under this agreement, and to persons, to the extent that T&R Mechanical's negligent acts or omissions directly contributed to such injury or property damage. T&R Mechanical's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by customer to T&R Mechanical under this Agreement.
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- 14. T&R Mechanical's Termination:** T&R Mechanical reserves the right to discontinue its service any time payment have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and T&R Mechanical.
- 15. Claims:** Any suits arising from the performance or nonperformance of this Agreement. Whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.
- 16. Hazardous Material:** T&R Mechanical is not responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If T&R Mechanical encounters any asbestos or other hazardous material while performing this Agreement, T&R Mechanical may suspend its work and remove its employees from the project, until such material and any hazard associated with it are abated. The time for T&R Mechanical's performance shall be extended accordingly, and T&R Mechanical shall be compensated for the delay.
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- 19. Consent:** Customer consents and agrees that T&R Mechanical may, from time to time, publicize T&R Mechanical related projects with customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.



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info@trmechanical.com
TACLA22705E

Signature

Date

Print Name

Title

PO Number

Date:	12/5/2023
Work Order #:	571165-HVAC
Title:	COULSON TOUGH-DX UNIT REPLACEMENT
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	COULSON TOUGH-DX UNIT REPLACEMENT
Proposal Value:	\$49,486.00
Proposal Submitted:	12/5/2023 4:05 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/16/2023
Work Order #:	590438-HVAC-1
Title:	Conroe High 9th Grade Campus - Chiller 4 Replacement
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Conroe High 9th Grade Campus - Chiller 4 Replacement
Proposal Value:	\$244,450.00
Proposal Submitted:	10/4/2023 9:19 AM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Proposal Review Details - CSI

Date:	11/17/2023
Work Order #:	601075-HVAC
Title:	Caney Creek HS-Chiller replacement Chiller-c by Agg shop
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Caney Creek HS-Chiller replacement Chiller-c by Agg shop
Proposal Value:	\$417,602.00
Proposal Submitted:	11/16/2023 10:04 AM

CSI Number		Mod	UOM	Description	LineTotal
01 - General Requirements					
1	01 22 16 00-0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$417,602.00
				Qty	Unit Price
				Factor	Total
Installation				417602 X	\$1.00 X 1.0000 \$417,602.00
Subtotal for 01 - General Requirements:					\$417,602.00
Grand Total:					\$417,602.00

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Proposal Review Details - CSI

Date:	11/17/2023
Work Order #:	601085-HVAC
Title:	Milam Elementary - Replace Chiller 1 and pumps
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Milam Elementary - Replace Chiller 1 and pumps
Proposal Value:	\$427,695.00
Proposal Submitted:	11/16/2023 2:31 PM

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$427,695.00
			Qty Unit Price Factor Total	
		Installation	427695 X \$1.00 X 1.0000	\$427,695.00
Subtotal for 01 - General Requirements:				\$427,695.00
Grand Total:				\$427,695.00

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/27/2023
Work Order #:	601089-HVAC
Title:	Ford Elementary - Chiller 1 -air cooled
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Ford Elementary - Chiller 1 -air cooled
Proposal Value:	\$256,395.00
Proposal Submitted:	11/21/2023 1:43 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/17/2023
Work Order #:	601090-HVAC
Title:	Washington High School - Replace Chiller B
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Washington High School - Replace Chiller B
Proposal Value:	\$194,125.00
Proposal Submitted:	11/16/2023 2:16 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/17/2023
Work Order #:	601091-HVAC
Title:	Birnam Woods Elementary - Replace Chiller 1 and 2
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Birnham Woods Elementary - Replace Chiller 1 and 2
Proposal Value:	\$782,140.00
Proposal Submitted:	11/16/2023 2:26 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/17/2023
Work Order #:	601092-HVAC
Title:	Hauke Administration Complex-Replace Chiller 2
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Hauke Administration Complex-Replace Chiller 2
Proposal Value:	\$225,054.00
Proposal Submitted:	11/16/2023 2:21 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Proposal Review Details - CSI

Date:	11/17/2023
Work Order #:	601095-HVAC
Title:	San Jacinto Elem -Replace Chiller 1
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name: San Jacinto Elem -Replace Chiller 1
Proposal Value: \$358,530.00
Proposal Submitted: 11/16/2023 2:07 PM

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$358,530.00
			Qty Unit Price Factor Total	
			Installation 358530 X \$1.00 X 1.0000 \$358,530.00	
Subtotal for 01 - General Requirements:				\$358,530.00
Grand Total:				\$358,530.00

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Date:	11/17/2023
Work Order #:	601096-HVAC
Title:	Travis Intermediate -Replace Chiller-C
Contractor:	T & R Mechanical Inc.
Contractor Number:	CSP#21-10-06
Job Order Value:	\$0.00

Proposal Name:	Travis Intermediate -Replace Chiller-C
Proposal Value:	\$385,992.00
Proposal Submitted:	11/16/2023 2:00 PM

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Consider and Approve an Order Authorizing the Issuance, Sale, and Delivery of Conroe Independent School District Unlimited Tax School Building Bonds, Series 2024; Setting Certain Parameters for the Bonds: Authorizing the Superintendent and Chief Financial Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Related Thereto

Recommendation:

It is recommended: that the Conroe Independent School District Board of Trustees approve the Order Authorizing the Issuance, Sale, and Delivery of Conroe Independent School District Unlimited Tax School Building Bonds, Series 2024; Setting Certain Parameters for the Bonds: Authorizing the Superintendent and Chief Financial Officer to Approve the Terms Thereof; Levying a Tax and Providing for the Security and Payment of Such Bonds; and Enacting Other Provisions Related Thereto, as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null Superintendent of Schools.

Explanation:

Attached for your review is a DRAFT Parameter Order for the sale of Conroe Independent School District Unlimited Tax School Bonds, as prepared by Orrick LLP the District's Bond Counsel. The approximate new issue amount is \$595 million from the 2023 Bond Referendum. The bond sale will provide funds for; Building a new High School in the Conroe/Caney Creek feeder zone, a new 7-8,9th grade campus in the Grand Oaks Feeder Zone, a new 9th grade campus in the Caney Creek feeder zone, a new Junior High School in the Conroe feeder zone, 3 new elementary schools in; The Woodlands, Caney Creek and Grand Oaks feeder zones, a new Intermediate School in the Conroe feeder zone, renovations and additions to; McCullough Junior High School, Hailey Elementary, Ford Elementary, The Woodlands High School, Oak Ridge High School 9th Grade, Knox Junior High School, Creighton Elementary, San Jacinto Elementary, Oak Ridge High School Phase II Master Plan, Washington High School Phase I Master Plan, East County Transportation Center addition, CTE Facilities, Elementary Gym Additions, Safety and Security projects, Mechanical and Technology Infrastructure Improvements, Technology Devices, Land and Buses.

In addition to BOKF as the District's Financial Advisor (John Robuck), the District's recommended Financial Team is as follows:

Underwriters

Co-Senior Managers: Raymond James (Deborah Jones)
Piper Sandler (Kit Caldwell)

Co-Managers: Crews & Associates (Spencer Curry)
Frost Bank (Steven Murray)
Jefferies (Tim Peterson)
Mesirow Financial, Inc. (Bill Gumbert)
SAMCO Capital Markets (Heath Barber)

Policy Reference: Legal Board Policy BAA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer



Conroe Independent School District

Financing Plan and Schedule of Events Presentation for: \$557,445,000* Unlimited Tax School Building Bonds, Series 2024

Tuesday, December 12, 2023

* Preliminary, subject to change.

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 **BOK FINANCIAL SECURITIES**

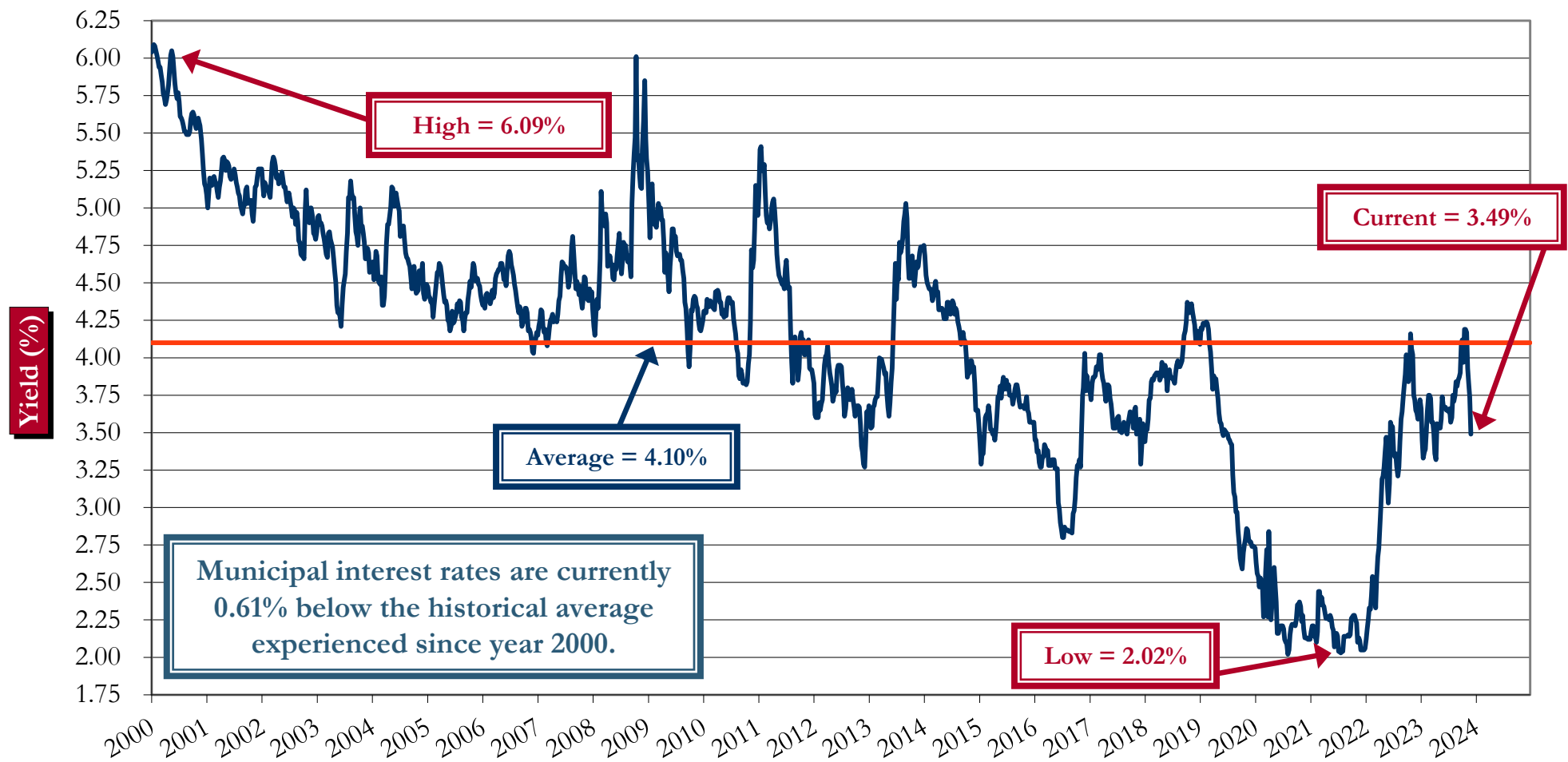
Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Overview of Current Bond Market – Bond Buyer Index

**The Bond Buyer Index
January 1, 2000 To The Present**



The Bond Buyer Index is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA."



Conroe Independent School District

Estimated Debt Service Requirements

Fiscal Year Ending (8/31)	Current Debt Service Requirements	Plus: The Series 2024 Unlimited Tax School Building Bonds			Total Service Requirements
		Principal (a)	Interest (b)	Total	
2024	\$136,810,789		\$14,632,931	\$14,632,931	\$151,443,720
2025	130,348,548	\$19,690,000	27,380,000	47,070,000	177,418,548
2026	124,610,723	1,110,000	26,860,000	27,970,000	152,580,723
2027	124,607,148	1,230,000	26,801,500	28,031,500	152,638,648
2028	123,129,723	1,230,000	26,740,000	27,970,000	151,099,723
2029	123,132,498	1,290,000	26,677,000	27,967,000	151,099,498
2030	123,129,491	1,360,000	26,610,750	27,970,750	151,100,241
2031	113,878,873	7,840,000	26,380,750	34,220,750	148,099,623
2032	113,883,491	8,240,000	25,978,750	34,218,750	148,102,241
2033	113,882,479	8,660,000	25,556,250	34,216,250	148,098,729
2034	113,878,298	9,110,000	25,112,000	34,222,000	148,100,298
2035	114,058,985	9,390,000	24,649,500	34,039,500	148,098,485
2036	81,063,748	24,025,000	23,814,125	47,839,125	128,902,873
2037	81,066,085	25,250,000	22,582,250	47,832,250	128,898,335
2038	80,580,143	28,220,000	21,245,500	49,465,500	130,045,643
2039	78,177,288	29,425,000	19,804,375	49,229,375	127,406,663
2040	75,356,825	29,855,000	18,322,375	48,177,375	123,534,200
2041	75,355,925	31,390,000	16,791,250	48,181,250	123,537,175
2042	67,656,013	33,380,000	15,172,000	48,552,000	116,208,013
2043	56,256,331	35,085,000	13,460,375	48,545,375	104,801,706
2044	41,250,213	36,885,000	11,661,125	48,546,125	89,796,338
2045	41,252,218	38,770,000	9,769,750	48,539,750	89,791,968
2046	33,355,068	40,755,000	7,781,625	48,536,625	81,891,693
2047	21,054,881	42,850,000	5,691,500	48,541,500	69,596,381
2048		45,045,000	3,494,125	48,539,125	48,539,125
2049		47,360,000	1,184,000	48,544,000	48,544,000
Totals	\$2,187,775,778	\$557,445,000	\$494,153,806	\$1,051,598,806	\$3,239,374,584

(a) Preliminary, subject to change. Generates \$595,000,000 in proceeds to the District.

(b) Interest estimated at current market rates, for illustrative purposes only.



Conroe Independent School District

Tentative Schedule of Events

\$557,445,000*

Unlimited Tax School Building Bonds, Series 2024

November - 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December - 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January - 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February - 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Date	Action	Role
Friday, November 17, 2023	First Draft of Preliminary Official Statement ("POS")	BOKFS, OHS
Monday, November 20, 2023	Submit PSF Guarantee Application	BOKFS
Monday, December 4, 2023	Second Draft of POS	CISD, BOKFS, OHS, UW
Week of December 11, 2023	Rating Agency and Underwriter Due Diligence Calls	CISD, BOKFS, OHS, UW
Tuesday, December 12, 2023	Board Meeting Review Schedule of Events, Plan of Finance and Approve Parameter Order	CISD, BOKFS, OHS
Monday, December 18, 2023	Third Draft of POS	CISD, BOKFS, OHS, UW
Thursday, December 21, 2023	Receive PSF Guarantee Preliminary Approval & Final Draft of POS	CISD, BOKFS, OHS, UW
Friday, December 29, 2023	Print/Distribute POS	BOKFS
Wednesday, January 10, 2024	Bond Pricing/Sale - Lock in Interest Rates Approval of Bond Sale by Pricing Officer	CISD, BOKFS, OHS, UW
Tuesday, February 6, 2024	Bond Closing/Delivery	CISD, BOKFS, OHS, UW

Participants

CISD - Conroe Independent School District
BOKFS - BOK Financial Securities, Inc. (Financial Advisor)
OHS - Orrick, Herrington & Sutcliffe LLP (Bond Counsel)
UW¹⁸⁰ - Underwriters (To Be Determined)

* Preliminary, subject to change.

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CONROE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING A PRICING OFFICER TO APPROVE THE TERMS THEREOF; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Board of Trustees (the “Board”) of the Conroe Independent School District (the “District”), by order adopted on August 1, 2023 called an election (the “Election”) for the purpose of obtaining the approval of the resident, qualified electors in the District of the issuance of an aggregate of (i) \$1,820,000,000 school building bonds for the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, including new schools, campus additions, campus renovations and infrastructure safety, transportation and technology improvements (“Proposition A”); (ii) \$40,000,000 for the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and upgrading of technology devices and instructional technology (“Proposition B”); and (iii) \$112,877,000 for the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including physical education classrooms/elementary gymnasiums and career and technical education agricultural barns (“Proposition C”);

WHEREAS, the Election was held on November 7, 2023, in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code;

WHEREAS, on November 14, 2023, the Board canvassed the Election returns and found that the resident, qualified electors in the District authorized the issuance of (i) \$1,820,000,000 in school building bonds for the purposes described in Proposition A; (ii) \$40,000,000 in school building bonds for the purposes described in Proposition B; and (iii) \$112,877,000 in school building bonds for the purposes described in Proposition C, as a result of which the District is authorized by the Constitution and laws of the State of Texas, including sections 45.001 and 45.003(b)(1) of the Texas Education Code and Chapter 1371 of the Texas Government Code, to issue such authorized amount of bonds in accordance with the Election;

WHEREAS the Board now deems it necessary and advisable to authorize, issue and deliver a first installment of bonds authorized by the Election in the aggregate amount (par plus premium applied against voted authorization) not to exceed \$595,000,000, consisting of \$556,912,000 in Bonds (as defined herein) from Proposition A, \$12,300,000 in Bonds from Proposition B and \$25,788,000 in Bonds from Proposition C, leaving \$1,263,088,000 in authorized but unissued Bonds from Proposition A, \$27,700,000 in authorized but unissued Bonds from Proposition B and \$87,089,000 in authorized but unissued Bonds from Proposition C;

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered

into in connection with the obligation, and therefore, the District qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to the authority provided by the Acts (as defined herein), the Board deems it necessary and advisable to authorize one or more Pricing Officers to execute an Officer’s Pricing Certificate within the parameters established herein with respect to one or more series of school building bonds.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CONROE INDEPENDENT SCHOOL DISTRICT:

1. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term “Accreted Value” shall mean the original principal amount of a Premium Capital Appreciation Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually on the dates established by a Pricing Officer (each such date being an “Accretion Date”) as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on an Accretion Date), at the stated yield shown therefor in the Table of Accreted Values set forth in the Pricing Certificate. For any date other than an Accretion Date, the Accreted Value shall be determined by a straight-line interpolation between the values for the applicable semi-annual compounding dates, based on 30-day months.

The term “Attorney General” shall mean the Attorney General of Texas.

The term “Board” shall mean the Board of Trustees of the District.

The term “Bond Purchase Agreement” shall mean the agreement between the District and the Purchasers providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 21 of this Order.

The term “Bonds” shall mean the Conroe Independent School District Unlimited Tax School Building Bonds, Series 2024, authorized in this Order, unless the context clearly indicates otherwise.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Current Interest Bonds” shall mean those Bonds maturing on the dates, in each of the years and in the principal amounts set forth in the Pricing Certificate.

The term “Debt Service Fund” shall mean the interest and sinking fund established by the District pursuant to Section 20 of this Order.

The term “District” shall mean the Conroe Independent School District, and any successor to its duties and functions.

The term “DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

The term “DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term “Interest Payment Date”, when used with respect to the Current Interest Bonds, shall mean the date(s) determined by a Pricing Officer and set forth in the Pricing Certificate.

“Investor Letter” shall mean the letter agreement between the District and the Purchaser providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to Section 21 of this Order.

The term “Issuance Date” shall mean the date on which the Bonds are delivered to and paid for by the Purchaser.

The term “Maturity Amount,” as used with respect to any Premium Capital Appreciation Bond, shall mean the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

The term “MSRB” shall mean the Municipal Securities Rulemaking Board.

The term “Maximum Rate” shall mean the maximum “net effective interest rate” allowable under Section 1204.006, Texas Government Code, as amended, currently 15%.

The term “Order” as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term “Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any Outstanding Bond.

The term “Paying Agent/Registrar” shall mean a person, including a trust company or commercial bank, authorized to serve as paying agent and registrar for the Bonds under Texas law, as determined by the Pricing Officer in the Pricing Certificate, serving in the capacity of paying agent and registrar for the Bonds.

The term “Premium Capital Appreciation Bonds” shall mean those Bonds issued in the principal amounts maturing on the dates, in each of the years and in the Maturity Amounts set forth in the Pricing Certificate.

The term “Pricing Certificate” shall mean the certificate of a Pricing Officer provided in accordance with Section 21 of this Order.

The term “Pricing Officer” shall mean one or more of the following: the President or the Secretary of the Board of Trustees, the Superintendent of Schools or the Chief Financial Officer of the District.

The term “Purchaser” shall mean either: (i) the underwriting syndicate named on the cover page of the Official Statement authorized pursuant to Section 28 hereof; (ii) the winning bidder of any competitive sale as described in Section 21 hereof; or (iii) the purchasers of the Bonds pursuant to a private placement as described in Section 21 hereof.

The term “Record Date” shall mean the last business day of the month next preceding each Interest Payment Date.

The term “Register” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The term “Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

The term “SEC” shall mean the United States Securities and Exchange Commission.

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

2. Name, Amount, Purpose and Authorization.

(a) The Bonds, to be known and designated as the CONROE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024, shall be issued in fully registered form, without coupons, in an aggregate principal amount, including premium counted against voted authorization, (i) not to exceed \$556,912,000 for the purposes described in Proposition A, (ii) not to exceed \$12,300,000 for the purposes described in Proposition B and (iii)

\$25,788,000 for the purposes described in Proposition C, and to pay for the costs of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 45, Texas Education Code and Chapter 1371, Texas Government Code.

(b) The principal amount of the Bonds shall be established by a Pricing Officer in an amount necessary to issue the Bonds and to pay the costs associated with the issuance of the Bonds; provided, however, that the following conditions shall be met for the issuance of the Bonds: (i) the price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery; (ii) the net effective interest rate on the Bonds shall not exceed the Maximum Rate; (iii) the aggregate principal amounts of all series of the Bonds, plus any premium charged against the voted authority may not exceed the maximum principal amounts authorized in Section 2 hereof, and such amounts plus any net premium from the sale of the Bonds and any available funds of the District, must be sufficient to provide amounts necessary to fund the costs and expenses of the projects set forth in Section 2.

In exercising the authority granted to a Pricing Officer to sell Bonds, such Pricing Officer, acting severally and individually, may exercise any authority granted under Chapter 1371, Texas Government Code (as in effect on the date a Pricing Officer effectuates the sale of the Bonds), including, without limitation, establishing the terms and details related to the issuance and sale of the Bonds, including whether the Bonds shall be sold by means of a negotiated sale, a competitive sale or a private placement.

3. Date, Denomination, Interest Rate and Maturities.

(a) Interest on the Current Interest Bonds shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Premium Capital Appreciation Bonds shall accrete on each Accretion Date until maturity or prior redemption. The Bonds shall bear interest at the fixed rate or rates of interest per annum (which interest rate shall not exceed the Maximum Rate), calculated on the basis of a 360-day year composed of twelve 30-day months, determined in accordance with the procedures for the sale of the Bonds set forth in Section 21 of this Order. The Bonds shall mature and become payable on the dates and in each of the years and amounts (either through serial maturities or mandatory redemptions of term bonds) as determined by a Pricing Officer pursuant to Section 21 of this Order; provided that no Bond shall mature more than thirty (30) years after the dated date thereof.

(b) The initial Current Interest Bond and each Current Interest Bond authenticated prior to the first Record Date for the Bonds shall bear interest from the date thereof. Each Current Interest Bond authenticated on or after the first Record Date for the Current Interest Bonds shall bear interest from the Interest Payment Date immediately preceding the date of authentication, unless such Current Interest Bond is authenticated after any Record Date but on or before the next following Interest Payment Date, in which case such Current Interest Bond shall bear interest from such next following Interest Payment Date; provided, however, that if at the time of delivery of any exchange or replacement Current Interest Bond the interest on the Current Interest Bond that it replaces or for which it is being exchanged is due but has not been paid, then such Current Interest Bond shall bear interest from the date to which such interest has been paid in full. The Current Interest Bonds will be dated as of the date determined by a Pricing Officer pursuant to

Section 21 of this Order, and shall be issued initially in denominations equal to the entire principal amount of each scheduled maturity of the Current Interest Bonds. The Current Interest Bonds shall initially be evidenced by an initial Current Interest Bond numbered IR-1, and thereafter by definitive bonds numbered in sequence beginning with R-1. Any Current Interest Bond delivered on transfer of or in exchange for a Current Interest Bond or Current Interest Bonds shall be numbered in order of its authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or an integral multiple thereof (or such other denomination as determined by a Pricing Officer at the time of the sale of the Bonds), and shall mature on the same date and bear interest at the same rate as the Current Interest Bond or Current Interest Bonds in lieu of which it is delivered. Interest on the Current Interest Bonds shall be payable in the manner provided in the Form of Current Interest Bond attached hereto in Exhibit A.

(c) The Premium Capital Appreciation Bonds shall bear interest from the Issuance Date. The Premium Capital Appreciation Bonds will be dated as of the date determined by a Pricing Officer pursuant to Section 21 of this Order, and shall be issued initially in denominations equal to the entire principal amount of each scheduled maturity of the Premium Capital Appreciation Bonds. The Premium Capital Appreciation Bonds shall initially be evidenced by an initial Premium Capital Appreciation Bond numbered ICR-1, and thereafter by definitive bonds numbered in sequence beginning with CR-1. Any Premium Capital Appreciation Bond delivered on transfer of or in exchange for a Premium Capital Appreciation Bond or Premium Capital Appreciation Bonds shall be numbered in order of its authentication by the Paying Agent/Registrar, shall be in the Maturity Amount of \$5,000 or any integral multiple thereof (or such other denomination as determined by a Pricing Officer at the time of the sale of the Bonds), and shall mature on the same date and bear interest at the same rate as the Premium Capital Appreciation Bond or Premium Capital Appreciation Bonds in lieu of which it is delivered. Interest on the Premium Capital Appreciation Bonds shall be payable in the manner provided in the Form of Premium Capital Appreciation Bond attached hereto in Exhibit A.

4. Execution of Bonds; Seal. The Bonds shall be signed by the President or the Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

5. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or the Vice President and the Secretary or Assistant Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary or Assistant Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be

necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A of this Order, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

6. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A to this Order, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

7. Payment of Principal and Interest. Upon the selection and approval by a Pricing Officer in the Pricing Certificate, the Paying Agent/Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit B, which is hereby authorized and approved by the Board and which a Pricing Officer is hereby authorized to execute. The Pricing Officers of the District, acting severally and individually, are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 16 of this Order, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

The principal and Maturity Amount of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Paying Agent/Registrar. The interest on each Current Interest Bond shall be payable by check on the Interest Payment Date and mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date to the address of such Owner as shown on the Register. Any accrued interest payable at maturity or redemption on a Current Interest Bond shall be paid upon presentation and surrender of such Bond at the principal payment office of the Paying Agent/Registrar.

If the date for payment of the principal or Maturity Amount of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

8. Successor Paying Agent/Registrars. The District covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The District reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

9. Special Record Date. If interest on any Current Interest Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Current Interest Bond as of the close of business on the Business Day prior to the mailing of such notice.

10. Ownership; Unclaimed Principal and Interest. The District, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal or Maturity Amount of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the District upon receipt by the Paying Agent/Registrar of a written request therefor from the District. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

11. Registration, Transfer and Exchange. As long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order. If the Bonds are issued pursuant to an Investor Letter, any such transfer will be further subject to the terms of transfer described in such Investor Letter.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount or Maturity Amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

12. Book-Entry Only System. Unless otherwise determined by the Pricing Officer in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Unless otherwise determined by the Pricing Officer in the Pricing Certificate, upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 15 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register, of any amount with respect to principal or Maturity Amount of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 15 of this Order, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal or Maturity Amount, of premium, if any, and of interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal or Maturity Amount of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal or Maturity Amount, of premium, if any, and of interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

13. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or Maturity Amount, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

14. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

15. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount or Maturity Amount bearing a number not contemporaneously Outstanding. The District or the Paying Agent/Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Paying Agent/Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount or Maturity Amount, bearing a number not contemporaneously Outstanding. The District or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the District and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the District and the Paying Agent/Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

16. Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper

records regarding such payment. The Paying Agent/Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

17. Redemption Prior to Maturity. The Bonds shall be subject to redemption prior to maturity on such dates, at such prices and in such amounts as shall be provided in the Pricing Certificate and upon the terms and conditions set forth in Exhibit A to this Order.

18. Forms. The forms of the Current Interest Bonds and the Premium Capital Appreciation Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations as determined by a Pricing Officer, including any insurance legend or statement, as may be necessary or desirable and not prohibited by this Order.

19. Opinion of Bond Counsel; CUSIP. The approving opinion of a nationally recognized bond counsel determined by a Pricing Officer in the Pricing Certificate and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

20. Debt Service Fund; Tax Levy. A special fund to be designated "Conroe Independent School District Unlimited Tax School Building Bonds, Series 2024 Debt Service Fund" (the "Debt Service Fund") is hereby created. The proceeds from (i) all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order and (ii) state aid, if any, that is required by law to be deposited into the Debt Service Fund shall be deposited, as collected, in the Debt Service Fund. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in the Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by the Debt Service Fund are held by or on behalf of the Debt Service Fund. Money in the Debt Service Fund may, to the extent necessary, be used to make any required payments to the federal government under the Code to assure that interest on the Bonds is excludable from gross income for federal income tax purposes.

While the Bonds or any part of the principal thereof or interest thereon remain Outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection; provided, however, that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund for the Bonds and required for compliance with Section

45.0031, Texas Education Code. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds and to no other purpose.

21. Sale and Delivery of Bonds, Approval of Bond Purchase Agreement, Insurance, Purchaser's Bid or Investor letter; Rating. A Pricing Officer, acting severally and individually, is hereby authorized to act for and on behalf of the District in connection with the issuance and sale of the Bonds. In that capacity, a Pricing Officer, acting for and on behalf of the District, shall determine (a) the date for issuance and sale of the Bonds and (b) subject to the limitations of Sections 2 and 3, the aggregate principal amount and the principal amortization schedule for the Bonds, the rate or rates of interest to be borne by the Bonds, the price of the Bonds (which shall be not less than ninety-five percent (95%) of the par amount of the Bonds, plus any accrued interest thereon), the dates on which such interest shall be payable, the terms, if any, on which the Bonds shall be subject to optional and mandatory redemption and other terms and conditions relating to the issuance, sale and delivery of the Bonds including the determination to utilize or not utilize municipal bond insurance or the Permanent School Fund Guarantee Program of the State of Texas, all as shall be set forth in the Pricing Certificate; provided, that at the time of issuance of the Bonds, a Pricing Officer, on behalf of the District, shall deliver a written certificate (i) stating that the parameters set forth in Section 2(b) have been satisfied and setting forth the amount of proceeds of the Bonds to be deposited for the purposes described in Section 2(a) hereof.

A Pricing Officer, acting severally and individually, is authorized to determine whether the bonds will be sold by means of a negotiated sale, a competitive sale or a private placement. As applicable, a Pricing Officer, acting severally and individually, is authorized to: (i) designate in the Pricing Certificate and Bond Purchase Agreement the senior managing underwriter for the Bonds and such additional underwriters as he or she deems appropriate; (ii) designate the Purchaser in the Pricing Certificate and by means of acceptance of a bid the Purchaser in a competitive sale as he or she deems appropriate; or (iii) designate in the Pricing Certificate and Investor Letter such Purchaser in a private placement as he or she deems appropriate, in each case to assure that the Bonds are sold on the most advantageous terms to the District; and, a Pricing Officer, acting severally and individually, for and on behalf of the District, is authorized to execute and deliver the Bond Purchase Agreement, Purchaser's bid or Investor Letter providing for the sale of Bonds at such price, with and subject to such terms as determined by a Pricing Officer pursuant to this Section 21. Such Bond Purchase Agreement, Purchaser's Bid or Investor Letter shall be substantially in the form and substance previously approved by the Board or commonly approved by other boards of trustees (as determined by a nationally recognized bond counsel) in connection with the authorization of unlimited tax bonds with such changes as are acceptable to a Pricing Officer. In the event the Bond Purchase Agreement or Investor Letter shall not be executed, or a Purchaser's bid has not been executed and accepted by a Pricing Officer on or before 5:00 p.m. on the 180th day after the date of the approval of this Order, the delegation to a Pricing Officer pursuant to this Order shall cease to be effective unless the District shall act to extend such delegation.

The obligation of the Purchaser to accept delivery of the Bonds shall be subject to the Purchaser being furnished with the final, approving opinion of a nationally recognized bond counsel determined by a Pricing Officer in the Pricing Certificate, which opinion shall be dated as of and delivered on the date of delivery of the Bonds to the Purchaser.

The District hereby acknowledges that the sale of the Bonds may be contingent upon the guarantee of the Permanent School Fund of the State of Texas or the issuance of a policy of municipal bond insurance. A Pricing Officer is authorized to apply for and pay any costs associated with (i) the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas or (ii) one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Bonds, which guarantee or insurance shall be specified in the Pricing Certificate; and, any acts of a Pricing Officer relating to applications for any such guarantee or insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to the Permanent School Fund or bond insurance policies, if any, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Order. The appropriate officials and representatives of the District are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on the Bonds of an appropriate legend or statement regarding such guarantee or insurance, as provided by the Texas Education Agency or a bond insurer for the Bonds, is hereby approved.

The Pricing Officers, each acting severally and individually, are hereby authorized to take such action as they deem necessary or appropriate in seeking ratings on the Bonds from one or more nationally recognized rating agencies, and any such action is hereby ratified and confirmed.

22. Covenants to Maintain Tax Exempt Status. For any Bonds for which the District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Bonds: For this purpose, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

- (a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds.
- (b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.

- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.
- (e) At all times while the Bonds are Outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.
- (f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.
- (g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.
- (h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will
 - (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last Outstanding Bond is discharged,
 - (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal

government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

- (i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.
- (j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.
- (k) The District will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (l) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.
- (m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. Reserved.

24. Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

(a) An amount equal to the sum of the accrued interest on the Current Interest Bonds, if any, shall be deposited into the Debt Service Fund;

(b) Proceeds in the amount determined by a Pricing Officer shall be used for the purposes described in Section 2(a).

(c) An amount equal to the costs of issuance of the Bonds, as approved by the District, shall be applied to pay such costs as the District may arrange; and

(d) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

25. Continuing Disclosure Undertaking.

(a) Unless otherwise determined by a Pricing Officer, the District shall provide annually to the MSRB within six months after the end of each fiscal year, financial information and operating data with respect to the District of the general type included in any final Official Statement authorized by Section 28 of this Order, being the information described in "Appendix A – FINANCIAL INFORMATION REGARDING THE DISTRICT" (Tables 1 and 3 through 12) and in Appendix D. The District shall update such information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference

to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

(b) The District shall provide notice of any of the following events with respect to the Bonds to the MSRB through EMMA, in a timely manner, and not more than 10 business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices of determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other

similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the District, or if jurisdiction has been assumed by leaving the Board and official or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District. The District intends that the words used in clauses (15) and (16), above, and the definition of “Financial Obligation” in this Order have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB through EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such Section.

(c) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR

WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

26. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or the Vice President, Secretary or Assistant Secretary of the Board, Superintendent and all other appropriate officers, agents and representatives of the District, including a Pricing Officer, are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

27. Order a Contract - Amendments. This Order shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own a majority of the aggregate principal amount and Maturity Amount, as applicable, of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Owners of Bonds affected, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, Maturity Amount of, premium, if any, and interest on the Bonds, reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, Maturity Amount, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount or Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

28. Official Statement. If necessary, a Pricing Officer, acting severally and individually, is authorized and directed to provide for and oversee, as applicable, the preparation of a preliminary and final official statement, a notice of sale or a private placement memorandum in connection with the issuance of the Bonds, and to approve and deem final such official statement in compliance with the Rule and to provide for and authorize the delivery to the Purchaser of such materials in compliance with such Rule.

29. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, a Pricing Officer is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of a Pricing Officer, and in the opinion of a nationally recognized bond counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the preliminary official statement, final official statement, notice of sale or private placement memorandum, as applicable, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

30. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

31. Permanent School Fund Guarantee Program. In the event that the Bonds are guaranteed by Permanent School Fund of the State of Texas, the District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the

District is unable to pay the principal or Maturity Amount of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

32. Defeasance. The District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the Comptroller of the State of Texas either:

(a) cash in an amount equal to (i) the principal amount of and interest thereon on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and/or (ii) the Maturity Amount of the Capital Appreciation Bonds, or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct non-callable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of (A) the principal of and interest thereon on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and (B) the Maturity Amount of the Capital Appreciation Bonds;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

33. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice to the District shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Conroe Independent School District
3205 W. Davis

Conroe, Texas 77304
Attention: Chief Financial Officer

Paying Agent/Registrar: As described in the Paying Agent/Registrar Agreement

34. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

35. Effective Date. This Order shall be in full force and effect from and upon its adoption.

36. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

37. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

[signature page follows]

PASSED AND APPROVED this 12th day of December 2023.

President, Board of Trustees
Conroe Independent School District

Secretary, Board of Trustees
Conroe Independent School District

(SEAL)

Exhibit A – Form of Bond
Exhibit B – Paying Agent/Registrar Agreement

EXHIBIT A

FORMS OF BONDS

[FORM OF CURRENT INTEREST BOND]

UNITED STATES OF AMERICA
STATE OF TEXAS

NUMBER
¹R-
REGISTERED

PRINCIPAL AMOUNT
\$ _____
REGISTERED

CONROE INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 2024

²INTEREST RATE: _____% ²MATURITY DATE: _____, _____
³DATED DATE: _____, 2024 ²CUSIP: _____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

⁴CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal payment office of _____³, _____, Texas, or its successor (the “Paying Agent/Registrar”), the Principal Amount

¹ Initial Bond shall be numbered IR-1.

² Omitted from Initial Bond.

³ Insert from the Pricing Certificate.

⁴ The first sentence of the Initial Bond shall read as follows:

“CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received hereby promises to pay, to the Registered Owner identified above or registered assigns, in each of the years and in the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from the Pricing Certificate] upon presentation and surrender of this bond at the principal payment office of _____³, _____, Texas, or its successor (the “Paying Agent/Registrar”) in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the later of the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.”

identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable on each February 15 and August 15, beginning _____, 2024 until maturity, by check dated as of the interest payment date and mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner, as shown on the books of registration kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the principal payment office of the Paying Agent/Registrar.

THIS BOND is one of a duly authorized issue of bonds, aggregating \$_____ (the “Bonds”), issued for the purposes of (i) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, including new schools, campus additions, campus renovations and infrastructure safety, transportation and technology improvements; (ii) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and upgrading of technology devices and instructional technology; and (iii) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including physical education classrooms/elementary gymnasiums and career and technical education agricultural barns, and to pay for the costs of issuing the Bonds, pursuant to Chapter 45, Texas Education Code and Chapter 1371, Texas Government Code. The Bonds are issued as Bonds in the aggregate principal amount of ⁵\$_____ that pay interest semiannually until maturity (the “Current Interest Bonds”) and Bonds in the aggregate principal amount of ⁵\$_____ that pay interest only at maturity or prior redemption (the “Premium Capital Appreciation Bonds”). This Bond is a Current Interest Bond⁵.

⁶THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity the Current Interest Bonds maturing on or after _____, 20__, and thereafter may be redeemed at the option of the Issuer, as a whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on _____, 20__, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption.

⁷THIS BOND is not subject to redemption prior to maturity.

⁵ If no Premium Capital Appreciation Bonds are issued, the previous two sentences shall be replaced with the following: “The Bonds are issued in the aggregate principal amount of ⁵\$_____ that pay interest semiannually until maturity,” and any other references to Current Interest Bonds or Premium Capital Appreciation Bonds shall be removed as appropriate.

⁶ Included if optional redemption provisions are included in the Pricing Certificate.

⁷ Included if optional redemption provisions are not included in the Pricing Certificate.

⁸THE BONDS MATURING on _____, 20__ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

<u>Term Bond Maturity</u>	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
_____, 20__	_____, 20__	\$
	_____, 20__	
	_____, 20__ (maturity)	

The particular Term Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random selection method, on or before July 1 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before July 1 of such year and which have not been made the basis for a previous reduction.

⁹NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall

⁸ Paragraph included if mandatory sinking fund redemption provision are included in the Pricing Certificate.

⁹ Included if optional redemption provisions or mandatory sinking fund redemption provisions are included in the Pricing Certificate.

not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or the Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

CONROE INDEPENDENT SCHOOL DISTRICT

(SEAL)

President, Board of Trustees

Secretary, Board of Trustees

* * *

[FORM OF PREMIUM CAPITAL APPRECIATION BOND]

UNITED STATES OF AMERICA
STATE OF TEXAS

NUMBER
¹CR-
REGISTERED

MATURITY AMOUNT
\$
REGISTERED

CONROE INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 2024

²INTEREST RATE: _____% ²MATURITY DATE: _____, _____ ³ISSUANCE DATE: _____, 2024 ²CUSIP: _____

REGISTERED OWNER:

MATURITY AMOUNT: _____ DOLLARS

⁴CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this bond at the principal payment office of ³_____, or its successor (the “Paying Agent/Registrar”), the Maturity Amount identified above, representing the principal amount hereof, premium, if any, and accrued and compounded interest hereon, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. This Bond shall be dated ³_____, 20__, but compound interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified above. The accreted value (per \$5,000 of Maturity Amount) as of the Issuance Date and as of each _____ and _____³ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

¹ Initial Bond shall be numbered ICR-1.

² Omitted from Initial Bond.

³ To be completed pursuant to the terms of sale as referenced in the Pricing Certificate.

⁴ The first sentence of the Initial Bond shall read as follows:

CONROE INDEPENDENT SCHOOL DISTRICT (the “District”), for value received hereby promises to pay, to the Registered Owner identified above or registered assigns, in each of the years and in the Maturity Amounts set forth in the below schedule upon presentation and surrender of this bond at the principal payment office of ³_____, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America: [Insert information regarding years of maturity, Maturity Amounts and yield from the Pricing Certificate].

THIS BOND is one of a duly authorized issue of bonds, aggregating \$_____ (the “Bonds”), issued for the purposes of (i) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, the purchase of new school buses, including new schools, campus additions, campus renovations and infrastructure safety, transportation and technology improvements; (ii) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and upgrading of technology devices and instructional technology; and (iii) the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, including physical education classrooms/elementary gymnasiums and career and technical education agricultural barns, and to pay for the costs of issuing the Bonds, pursuant to Chapter 45, Texas Education Code and Chapter 1371, Texas Government Code. The Bonds are issued as Bonds in the aggregate principal amount of ⁵\$_____ that pay interest semiannually until maturity (the “Current Interest Bonds”) and Bonds in the aggregate principal amount of ⁵\$_____ that pay interest only at maturity (the “Premium Capital Appreciation Bonds”). This Bond is a Premium Capital Appreciation Bond.

THIS BOND is not subject to redemption prior to maturity.⁵

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Paying Agent/Registrar, for bonds in the Maturity Amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

⁵ To be completed pursuant to the terms of sale as referenced in the Pricing Certificate.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or the Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

CONROE INDEPENDENT SCHOOL DISTRICT

(SEAL)

President, Board of Trustees

Secretary, Board of Trustees

* * *

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price (all per \$5,000 of Maturity Amount), together with the yield to maturity are as follows. Accreted Values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest for any purpose except as provided in the Order.

[To be determined in Pricing Certificate]

* * *

[FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

[FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE]

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[Paying Agent/Registrar]

By: _____
Authorized Signature: _____
Date of Authentication: _____

* * * *

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(Please print or type name, address and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

* * * *

[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

PERMANENT SCHOOL FUND CERTIFICATE

UNDER THE AUTHORITY granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Conroe Independent School District of its Unlimited Tax School Building Bonds, Series 2024, dated ¹⁰_____, 2024, in the principal amount of ¹⁰\$_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

REFERENCE IS HEREBY MADE to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Mike Morath
Commissioner of Education

* * * *

[FORM OF STATEMENT OF INSURANCE]

[To be determined in Pricing Certificate]

* * * *

¹⁰ To be completed pursuant to the terms of sale as referenced in the Pricing Certificate

EXHIBIT B
PAYING AGENT/REGISTRAR AGREEMENT

See Tab ____

Receive Financial Reports

Recommendation:

That the Conroe Independent School District Board of Trustees accept the attached year-to-date financial reports for information as submitted by Darrin Rice, Chief Financial Officer, and as recommended by Dr. Curtis Null, Superintendent of Schools.

Explanation:

Each month we provide you with copies of various year-to-date financial reports for your perusal and filing.

Policy Reference: Legal and Local Board Policy CFA

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Darrin Rice
Chief Financial Officer

Karen Garza
Director of Finance

CONROE INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
November 30, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
ASSETS				
Cash and Investments	\$ 198,549,557	\$ 31,418,322	\$ 10,562,432	\$ 14,265,046
Property Taxes	370,557,252	136,543,677	-	-
Allowance for Uncollectible Taxes	(1,638,212)	(334,021)	-	-
Due From Other Governments	-	-	2,370,616	20,000
Accrued Interest	43,120	-	-	-
Due From Other Funds	-	-	-	-
Sundry Receivables	1,506,563	-	315	-
Inventories, at Cost	3,147,945	-	1,375,505	-
Total Assets	\$ 572,166,225	\$ 167,627,978	\$ 14,308,868	\$ 14,285,046
LIABILITIES				
Accounts Payable	\$ 98,938	\$ -	\$ -	\$ 3,141,729
Payroll Deductions and Withholdings Payable	3,728,796	-	-	-
Due to Other Funds	-	-	-	-
Due to Other Governments	-	-	-	-
Deferred Revenue	369,269,589	136,066,655	880,266	-
Total Liabilities	373,097,323	136,066,655	880,266	3,141,729
FUND BALANCES				
Nonspendable:				
Inventory	3,147,945	-	1,375,505	-
Restricted for:				
Food Service Operations	-	-	12,053,097	-
Debt Service	-	31,561,323	-	-
Committed:	-	-	-	11,143,317
Assigned:	15,949,899	-	-	-
Unassigned:	179,971,058	-	-	-
Total Fund Balances	199,068,902	31,561,323	13,428,602	11,143,317
Total Liabilities and Fund Balances	\$ 572,166,225	\$ 167,627,978	\$ 14,308,868	\$ 14,285,046

CONROE INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND, DEBT SERVICE, CHILD NUTRITION, AND SELF FUNDED
FOR THE MONTH ENDED November 30, 2023

	General Fund	Debt Service Fund	Child Nutrition Fund	Self Funded Insurance
REVENUES				
Local and Intermediate Sources	\$ 21,641,438	\$ 8,156,152	\$ 2,304,906	\$ 13,831,165
State Program Revenues	120,318,544	-	13,093	-
Federal Program Revenues	319,661	-	4,995,985	-
Total Revenues	142,279,643	8,156,152	7,313,984	13,831,165
EXPENDITURES				
Current:				
Instruction	57,934,312	-	-	-
Instructional Resources & Media Service	984,285	-	-	-
Curriculum & Instructional Staff Development	2,047,651	-	-	-
Instructional Administration	1,523,579	-	-	-
School Administration	6,230,095	-	-	-
Guidance and Counseling	3,531,183	-	-	-
Social Work Services	158,847	-	-	-
Health Services	1,495,651	-	-	-
Student (Pupil) Transportation	6,375,812	-	-	-
Food Services	-	-	6,660,034	-
Cocurricular/Extracurricular Activities	3,025,202	-	-	-
General Administration	2,623,294	-	-	10,450,840
Plant Maintenance and Operations	15,733,097	-	-	-
Security and Monitoring Services	1,299,367	-	-	-
Data Processing Services	2,980,044	-	-	-
Community Services	8,369	-	-	-
Debt Service	-	417,982	-	-
Facilities Acquisition and Construction	-	-	-	-
Other Intergovernmental Charges	1,031,502	-	-	-
Total Expenditures	106,982,290	417,982	6,660,034	10,450,840
Excess of Revenues Over (Under) Expenditures	35,297,353	7,738,170	653,950	3,380,325
OTHER FINANCING SOURCES AND (USES)				
Refunding Bonds Issued	-	211,059	-	-
Premium or Discount on Issuance of Bonds	-	-	-	-
Capital-Related Debt Issuance	-	-	-	-
Other (Uses), Sources	-	-	-	-
Payment to Bond Refunding Escrow Agent	-	-	-	-
Total Other Financing Sources and (Uses)	-	211,059	-	-
 Net Change in Fund Balances	 35,297,353	 7,949,229	 653,950	 3,380,325
Fund Balance - Beginning	163,771,549	23,612,094	12,774,652	7,762,992
Fund Balance - Ending	\$ 199,068,902	\$ 31,561,323	\$ 13,428,602	\$ 11,143,317

Conroe Independent School District
General Fund
Combined Statement of Revenues and Expenditures (Includes Encumbrances)
Budget and Actual
For the Month Ended November 30, 2023

REVENUES

	CONTROL GROUP	TITLE	BUDGET	ACTUAL	AVAILABLE	YTD/ BUD	3 YR TREND YTD/BUD	VARIANCE
	5700	LOCAL REVENUE	\$ 397,001,670	\$ 21,641,438	\$ 375,360,232	5.45%	6.36%	-0.91%
	5800	STATE REVENUE	275,790,671	120,318,544	155,472,127	43.63%	52.07%	-8.44%
	5900	FEDERAL REVENUE	-	319,661	(319,661)	#DIV/0!	8.24%	#DIV/0!
		Total Operating Revenues	672,792,341	142,279,643	530,512,698	21.15%	20.43%	0.72%

EXPENDITURES

FUNCTION	CONTROL GROUP	TITLE	BUDGET	YTD EXP/ENC	AVAILABLE	YTD/ BUD	3 YR TREND YTD/BUD	VARIANCE
11	6100	TOTAL PAYROLL	398,424,901.90	55,018,579.64	343,406,322.26	13.81%	14.13%	-0.32%
11	6200	CONTRACTED SERVICES	1,514,070.23	823,531.96	690,538.27	54.39%	65.76%	-11.37%
11	6300	SUPPLIES AND MATERI	13,812,251.02	2,826,520.71	10,985,730.31	20.46%	25.21%	-4.75%
11	6400	OTHER OPERATING EXP	1,118,484.38	613,088.91	505,395.47	54.81%	37.27%	17.54%
11	6600	CAPITAL OUTLAY	172,489.68	115,785.71	56,703.97	67.13%	59.64%	7.49%
			415,042,197.21	59,397,506.93	355,644,690.28	14.31%	14.76%	-0.45%
12	6100	TOTAL PAYROLL	6,023,620.44	804,806.81	5,218,813.63	13.36%	13.84%	-0.48%
12	6200	CONTRACTED SERVICES	54,509.17	10,968.21	43,540.96	20.12%	16.09%	4.03%
12	6300	SUPPLIES AND MATERI	748,590.37	280,240.73	468,349.64	37.44%	47.42%	-9.98%
12	6400	OTHER OPERATING EXP	6,141.00	2,078.68	4,062.32	33.85%	13.37%	20.48%
12	6600	CAPITAL OUTLAY	1,554.19	-	1,554.19	0.00%	0.00%	0.00%
			6,834,415.17	1,098,094.43	5,736,320.74	16.07%	17.73%	-1.66%
13	6100	TOTAL PAYROLL	17,390,433.00	2,017,330.30	15,373,102.70	11.60%	15.74%	-4.14%
13	6200	CONTRACTED SERVICES	104,461.41	70,000.00	34,461.41	67.01%	32.73%	34.28%
13	6300	SUPPLIES AND MATERI	92,485.38	35,245.76	57,239.62	38.11%	30.67%	7.44%
13	6400	OTHER OPERATING EXP	153,671.73	28,430.73	125,241.00	18.50%	23.61%	-5.11%
			17,741,051.52	2,151,006.79	15,590,044.73	12.12%	16.51%	-4.39%
21	6100	TOTAL PAYROLL	6,828,560.00	1,295,091.10	5,533,468.90	18.97%	18.85%	0.12%
21	6200	CONTRACTED SERVICES	338,840.18	68,525.62	270,314.56	20.22%	22.62%	-2.40%
21	6300	SUPPLIES AND MATERI	765,014.93	141,639.44	623,375.49	18.51%	19.20%	-0.69%
21	6400	OTHER OPERATING EXP	334,689.74	93,916.59	240,773.15	28.06%	20.34%	7.72%
			8,267,104.85	1,599,172.75	6,667,932.10	19.34%	19.20%	0.14%
23	6100	TOTAL PAYROLL	42,605,230.00	6,146,687.95	36,458,542.05	14.43%	15.43%	-1.00%
23	6200	CONTRACTED SERVICES	28,718.86	26,619.61	2,099.25	92.69%	85.90%	6.79%
23	6300	SUPPLIES AND MATERI	283,254.38	56,390.43	226,863.95	19.91%	26.45%	-6.54%
23	6400	OTHER OPERATING EXP	95,044.58	30,836.47	64,208.11	32.44%	37.41%	-4.97%
23	6600	CAPITAL OUTLAY	75.00	-	75.00	0.00%	0.00%	0.00%
			43,012,322.82	6,260,534.46	36,751,788.36	14.56%	15.63%	-1.07%
31	6100	TOTAL PAYROLL	23,356,913.00	3,315,375.57	20,041,537.43	14.19%	15.33%	-1.14%
31	6200	CONTRACTED SERVICES	170,004.42	78,749.04	91,255.38	46.32%	45.69%	0.63%
31	6300	SUPPLIES AND MATERI	662,549.62	272,582.97	389,966.65	41.14%	31.42%	9.72%
31	6400	OTHER OPERATING EXP	112,898.82	21,955.10	90,943.72	19.45%	22.62%	-3.17%
			24,302,365.86	3,688,662.68	20,613,703.18	15.18%	16.12%	-0.94%
32	6100	TOTAL PAYROLL	1,057,457.00	158,015.53	899,441.47	14.94%	16.09%	-1.15%
32	6200	CONTRACTED SERVICES	641,520.79	-	641,520.79	0.00%	33.33%	-33.33%
32	6300	SUPPLIES AND MATERI	(880.00)	490.49	(1,370.49)	-55.74%	26.21%	-81.95%
32	6400	OTHER OPERATING EXP	13,250.00	991.18	12,258.82	7.48%	26.32%	-18.84%
			1,711,347.79	159,497.20	1,551,850.59	9.32%	25.71%	-16.39%
33	6100	TOTAL PAYROLL	8,152,558.00	1,433,181.34	6,719,376.66	17.58%	5.96%	11.62%
33	6200	CONTRACTED SERVICES	147,100.00	80,275.11	66,824.89	54.57%	61.10%	-6.53%
33	6300	SUPPLIES AND MATERI	229,982.36	47,058.92	182,923.44	20.46%	24.29%	-3.83%
33	6400	OTHER OPERATING EXP	17,483.14	9,669.98	7,813.16	55.31%	63.37%	-8.06%
			8,547,123.50	1,570,185.35	6,976,938.15	18.37%	7.51%	10.86%
34	6100	TOTAL PAYROLL	29,254,009.00	4,317,227.59	24,936,781.41	14.76%	16.13%	-1.37%
34	6200	CONTRACTED SERVICES	975,963.49	466,605.17	509,358.32	47.81%	74.48%	-26.67%
34	6300	SUPPLIES AND MATERI	4,927,764.85	2,592,149.40	2,335,615.45	52.60%	54.64%	-2.04%
34	6400	OTHER OPERATING EXP	815,823.33	755,156.24	60,667.09	92.56%	78.48%	14.08%
34	6600	CAPITAL OUTLAY	165,603.00	-	165,603.00	0.00%	53.32%	-53.32%
			36,139,163.67	8,131,138.40	28,008,025.27	22.50%	23.90%	-1.40%
36	6100	TOTAL PAYROLL	8,943,039.21	1,318,836.00	7,624,203.21	14.75%	15.05%	-0.30%
36	6200	CONTRACTED SERVICES	868,993.05	359,879.66	509,113.39	41.41%	35.85%	5.56%
36	6300	SUPPLIES AND MATERI	1,737,177.45	714,350.70	1,022,826.75	41.12%	41.42%	-0.30%
36	6400	OTHER OPERATING EXP	3,230,264.65	1,270,543.40	1,959,721.25	39.33%	33.01%	6.32%
36	6600	CAPITAL OUTLAY	40,383.00	29,383.00	11,000.00	72.76%	51.60%	21.16%
			14,819,857.36	3,692,992.76	11,126,864.60	24.92%	23.05%	1.87%

FUNCTION	CONTROL GROUP	TITLE	BUDGET	YTD EXP/ENC	AVAILABLE	YTD/ BUD	3 YR TREND	
							YTD/BUD	VARIANCE
41	6100	TOTAL PAYROLL	8,714,859.00	1,549,603.25	7,165,255.75	17.78%	18.66%	-0.88%
41	6200	CONTRACTED SERVICES	1,580,680.55	1,002,216.04	578,464.51	63.40%	70.50%	-7.10%
41	6300	SUPPLIES AND MATERI	821,909.52	204,643.15	617,266.37	24.90%	35.04%	-10.14%
41	6400	OTHER OPERATING EXP	700,254.64	384,086.23	316,168.41	54.85%	29.84%	25.01%
41	6500	DEBT SERVICE	38,520.00	38,520.00	-	100.00%	0.00%	100.00%
41	6600	CAPITAL OUTLAY	17,590.86	17,590.86	-	100.00%	29.25%	70.75%
			11,873,814.57	3,196,659.53	8,677,155.04	26.92%	27.28%	-0.36%
51	6100	TOTAL PAYROLL	35,205,648.00	4,657,533.45	30,548,114.55	13.23%	14.45%	-1.22%
51	6200	CONTRACTED SERVICES	24,393,895.21	7,761,247.45	16,632,647.76	31.82%	25.98%	5.84%
51	6300	SUPPLIES AND MATERI	6,130,811.11	2,139,740.10	3,991,071.01	34.90%	40.32%	-5.42%
51	6400	OTHER OPERATING EXP	4,469,070.30	4,360,088.83	108,981.47	97.56%	97.41%	0.15%
51	6600	CAPITAL OUTLAY	3,799,769.84	950,287.27	2,849,482.57	25.01%	62.41%	-37.40%
			73,999,194.46	19,868,897.10	54,130,297.36	26.85%	25.65%	1.20%
52	6100	TOTAL PAYROLL	9,069,695.00	1,130,963.19	7,938,731.81	12.47%	13.70%	-1.23%
52	6200	CONTRACTED SERVICES	156,587.93	86,813.12	69,774.81	55.44%	56.36%	-0.92%
52	6300	SUPPLIES AND MATERI	551,599.98	210,389.00	341,210.98	38.14%	81.71%	-43.57%
52	6400	OTHER OPERATING EXP	53,165.66	27,782.79	25,382.87	52.26%	47.80%	4.46%
52	6600	CAPITAL OUTLAY	421,380.00	421,380.00	-	100.00%	95.44%	4.56%
			10,252,428.57	1,877,328.10	8,375,100.47	18.31%	17.89%	0.42%
53	6100	TOTAL PAYROLL	5,742,004.00	1,028,034.28	4,713,969.72	17.90%	18.74%	-0.84%
53	6200	CONTRACTED SERVICES	3,183,398.14	2,116,519.79	1,066,878.35	66.49%	66.30%	0.19%
53	6300	SUPPLIES AND MATERI	523,168.29	224,897.86	298,270.43	42.99%	40.93%	2.06%
53	6400	OTHER OPERATING EXP	39,001.94	16,018.15	22,983.79	41.07%	19.78%	21.29%
53	6600	CAPITAL OUTLAY	135,597.75	134,992.75	605.00	99.55%	66.67%	32.88%
			9,623,170.12	3,520,462.83	6,102,707.29	36.58%	35.20%	1.38%
61	6100	TOTAL PAYROLL	290.00	7,399.09	(7,109.09)	2551.41%	0.07%	2551.34%
61	6200	CONTRACTED SERVICES	18,000.00	-	18,000.00	0.00%	11.11%	-11.11%
61	6300	SUPPLIES AND MATERI	4,244.83	544.83	3,700.00	12.84%	17.40%	-4.56%
61	6400	OTHER OPERATING EXP	3,625.69	425.52	3,200.17	11.74%	1.30%	10.44%
			26,160.52	8,369.44	17,791.08	31.99%	9.50%	22.49%
81	6200	CONTRACTED SERVICES	3,625.00	-	3,625.00	0.00%	28.17%	-28.17%
81	6300	SUPPLIES AND MATERI	4,960.00	-	4,960.00	0.00%	31.71%	-31.71%
81	6600	CAPITAL OUTLAY	144,591.70	1,561,680.00	(1,417,088.30)	1080.06%	103.96%	976.10%
			153,176.70	1,561,680.00	(1,408,503.30)	1019.53%	99.69%	919.84%
99	6200	CONTRACTED SERVICES	5,150,000.00	5,150,000.00	-	100.00%	100.00%	0.00%
			5,150,000.00	5,150,000.00	-	100.00%	100.00%	0.00%
		Total Operating Expenditures	687,494,894.69	122,932,188.75	564,562,705.94	17.88%	17.81%	0.07%

**CONROE INDEPENDENT SCHOOL DISTRICT
SUMMARY
TAX COLLECTIONS AND COMPARISONS
November 2023**

	Monthly Collections	2023-24 Year-to-Date	2023-24 Percent Collected	2022-23 Year-to-Date	2022-23 Percent Collected	Year to Date Inc./(Dec.)
Certified Tax Levy		527,958,123		581,094,058		
Current Collections	26,593,261.90	29,177,174.37	5.526%	39,833,375.52	6.855%	-1.3285%
Delinquent Collections	483,353.90	317,150.10		1,272,394.08		
Penalty & Interest	99,733.02	355,839.17		361,935.26		
Total	<u>27,176,348.82</u>	<u>29,850,163.64</u>	5.6539%	<u>41,467,704.86</u>	7.1361%	-1.4823%

Self-Funded Health Insurance
Conroe ISD Self-Funded Health Insurance Fund
2023-2024

	September 23	October 23	November 23	Total 2023-2024	Average 2023-2024
Revenues					
Premiums:					
District	\$ 2,739,332	\$ 2,768,768	\$ 2,781,256	\$ 8,289,356	\$ 2,763,119
Employee	1,711,462	1,785,835	1,819,382	5,316,679	1,772,226
Interest	40,702	50,694	48,802	140,198	46,733
Total Revenues	<u>4,491,496</u>	<u>4,605,297</u>	<u>4,649,440</u>	<u>13,746,233</u>	<u>4,582,078</u>
Expenses					
Claims	3,308,613	4,266,213	2,585,792	10,160,618	\$ 3,386,873
Pharmacy/Stop Loss Rebate	(521,794)	(543,568)	(519,667)	(1,585,029)	(528,343)
Admin/Stop Loss	647,964	666,322	1,518,733	2,833,019	944,340
Total Expenses	<u>3,434,783</u>	<u>4,388,968</u>	<u>3,584,858</u>	<u>11,408,609</u>	<u>3,802,870</u>
Revenues Over (Under) Expenses	<u>\$ 1,056,713</u>	<u>\$ 216,329</u>	<u>\$ 1,064,582</u>	<u>\$ 2,337,624</u>	<u>\$ 779,208</u>

Status of 2019 Bond Referendum & Capital Projects As of 11/30/23								
Project Description	Original Bond Budget	Budget Adjustments	Adjusted Budget	Funds Expended & Encumbered	Estimate to Complete	Expected Completion	% Complete	
NEW CAMPUSES & ADDITIONS								
Hope Elementary - 134	\$ 35,079,000	\$ (2,609,700)	\$ 32,469,300	\$ 32,360,565	\$ -	May-21	100.0%	
Gordon-Reed Elementary - 135	37,184,000	(2,089,222)	35,094,778	35,011,371	-	May-22	100.0%	
Hines Elem- Flex 22- 136	39,415,000	3,000,000	42,415,000	41,010,904	1,404,096	May-23	95.0%	
Bartlett Elem Flex 23 - 137	39,415,000	3,000,000	42,415,000	40,487,610	1,927,390	May-24	43.0%	
Conroe HS 9th Additions	11,385,000	(1,284,217)	10,100,783	10,075,318	-	May-22	100.0%	
Moorhead JHS- 056	80,630,000	-	80,630,000	74,165,708	650,000	May-23	99.0%	
Caney Creek HS Additions/Upgrades	8,936,000	-	8,936,000	8,506,414	429,586	May-23	99.0%	
South County CTE at Oak Ridge	10,516,000	-	10,516,000	9,783,768	732,232	May-23	96.0%	
The Woodlands CP Addition	9,864,000	(753,257)	9,110,743	9,088,218	-	Jul-21	100.0%	
The Woodlands HS Addition	11,192,000	(436,201)	10,755,799	10,755,799	-	Jul-21	100.0%	
York JHS Addition	15,500,000	1,797,765	17,297,765	17,235,617	-	Jul-21	100.0%	
Collins PE Addition	6,000,000	-	6,000,000	5,546,039	200,000	Jul-23	98.0%	
Runyan PE Addition	4,700,000	(43,519)	4,656,481	4,565,481	-	Dec-20	100.0%	
Wilkerson PE Addition	6,000,000	(746,773)	5,253,227	4,979,138	-	Dec-21	100.0%	
CAMPUS RENOVATIONS								
Conroe HS Renovation	144,247,000	17,000,000	161,247,000	145,242,182	16,004,818	Aug-25	73.0%	
Oak Ridge HS Systems Overhaul	45,100,000	-	45,100,000	42,417,941	2,682,059	May-23	96.0%	
Multi-Campus Renovations	49,900,000	-	49,900,000	37,717,457	12,182,543	Aug-24	79.0%	
OTHER DISTRICT NEEDS								
Safety & Security	44,472,000	-	44,472,000	42,944,732	1,527,268	Dec-24	89.0%	
Transportation Center	11,500,000	-	11,500,000	10,478,973	1,021,027	May-24	62.0%	
Buses	8,500,000	-	8,500,000	8,472,052	27,948	Dec-24	99.7%	
Technology	5,000,000	-	5,000,000	3,687,162	1,312,838	Dec-24	73.7%	
Land Purchases	10,000,000	302,269	10,000,000	10,302,269	-	Dec-24	100.0%	
Totals	\$ 634,535,000	\$ 17,137,145	\$ 651,369,876	\$ 604,814,718	\$ 40,101,805			
Contingency								
Grand Total	\$ 653,570,000	(17,137,145)	\$ 636,432,855	\$ 636,432,855				
School Bonds Authorized	\$653,570,000							
School Bonds Sold	\$653,570,000							
Balance to Sell	\$0							

GASB 31 Compliance
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
11/01/23 - 11/30/23

CUSP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source	Beginning Unit Price	Par Value On 11/01/23	Reported Value 11/01/23	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 11/30/23	Price Source	Reported Value 11/30/23	Change In Fair Value	Interest	Net Investment Income
81282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	Open	Fair Value	5.3201 FTL	0.989336	2,200,000.00	2,200,000.00	2,176,539.20	0.00	0.00	0.993005	2,200,000.00	FTI	2,185,931.00	9,391.80	224.18	9,615.98
81282CBV2	21-0011	Treasury Note 0.375 04/15/24	06/21/21	Open	Fair Value	6.0748 FTL	0.977344	1,700,000.00	1,681,484.80	1,681,484.80	0.00	0.00	0.982031	1,700,000.00	FTI	1,669,462.70	7,987.90	522.54	8,490.44
81282CCG4	21-0015	Treasury Note 0.25 06/15/24	08/21/21	Open	Fair Value	6.7795 FTL	0.987125	1,300,000.00	1,258,562.50	1,258,562.50	0.00	0.00	0.973477	1,300,000.00	FTI	1,265,520.10	6,957.60	286.39	7,223.99
81282CE00	21-0016	Treasury Note 0.25 06/15/24	07/01/21	Open	Fair Value	6.3245 FTL	0.989336	800,000.00	1,911,468.50	1,911,468.50	0.00	0.00	0.993005	800,000.00	FTI	1,874,910.00	8,088.40	81.52	8,486.72
81282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	Open	Fair Value	6.3245 FTL	0.989336	1,300,000.00	1,911,468.50	1,911,468.50	0.00	0.00	0.993005	1,300,000.00	FTI	1,874,910.00	8,088.40	81.52	8,486.72
81282CCE0	21-0018	Treasury Note 0.25 06/15/24	07/01/21	Open	Fair Value	6.0778 FTL	0.977344	1,300,000.00	1,270,547.20	1,270,547.20	0.00	0.00	0.982031	1,300,000.00	FTI	1,265,520.10	6,957.60	286.39	7,223.99
81282CCE0	21-0019	Treasury Note 0.375 08/15/24	08/17/21	Open	Fair Value	6.8855 FTL	0.980859	2,300,000.00	2,209,975.70	2,209,975.70	0.00	0.00	0.982031	2,300,000.00	FTI	2,222,285.30	6,093.10	398.59	6,492.69
81282CCE0	22-0001	FHLB 0.51 09/20/24	10/20/21	Open	Fair Value	7.3824 FTL	0.956410	2,100,000.00	2,008,461.00	2,008,461.00	0.00	0.00	0.962137	2,100,000.00	FTI	2,020,487.70	12,309.60	703.13	13,012.73
81282CCE0	22-0002	Treasury Note 2.125 02/29/24	09/30/21	Open	Fair Value	5.6935 FTL	0.988984	1,900,000.00	1,879,069.60	1,879,069.60	0.00	0.00	0.991563	1,900,000.00	FTI	1,864,710.70	5,641.10	3,327.61	6,968.71
81282CCE0	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	Fair Value	6.7454 FTL	0.961638	1,000,000.00	961,638.00	961,638.00	0.00	0.00	0.966685	1,000,000.00	FTI	966,685.00	5,047.00	574.17	5,621.17
81282CCE0	22-0004	Treasury Note 0.625 10/15/24	10/19/21	Open	Fair Value	6.7397 FTL	0.955391	1,600,000.00	1,528,625.60	1,528,625.60	0.00	0.00	0.960338	1,600,000.00	FTI	1,537,500.80	8,875.20	819.67	9,694.87
81282CCE0	22-0005	Jackson City Mo Reg Sch Dist 0.82 03/01/24	11/04/21	Open	Fair Value	6.5448 FTL	0.984239	1,000,000.00	984,239.00	984,239.00	0.00	0.00	0.989018	1,000,000.00	FTI	989,018.00	4,775.00	683.33	5,462.33
81282CCE0	22-0006	Oregon Sch Bids Assn Ltd Tax Pe 5.63 06/30/24	11/09/21	Open	Fair Value	7.1555 FTL	0.999341	1,900,000.00	1,898,747.90	1,898,747.90	0.00	0.00	0.990885	1,900,000.00	FTI	1,901,681.50	2,933.60	8,914.17	11,847.77
81282CCE0	22-0007	Treasury Note 1.50 10/31/24	11/04/21	Open	Fair Value	7.4360 FTL	0.961875	1,800,000.00	1,731,375.00	1,731,375.00	0.00	0.00	0.966797	1,800,000.00	FTI	1,740,234.60	8,859.60	2,225.27	11,084.87
81282CCE0	22-0008	Treasury Note 1.50 11/30/24	12/14/21	Open	Fair Value	7.6146 FTL	0.958984	1,300,000.00	1,246,679.20	1,246,679.20	0.00	0.00	0.964063	1,300,000.00	FTI	1,253,281.90	6,602.70	1,598.36	2,011.06
81282CCE0	22-0013	Treasury Note 1.75 07/31/24	02/09/22	Open	Fair Value	6.9414 FTL	0.972617	1,600,000.00	1,565,187.20	1,565,187.20	0.00	0.00	0.976914	1,600,000.00	FTI	1,563,062.40	6,875.20	2,282.61	9,157.81
81282CCE0	22-0016	Treasury Note 2.50 05/15/24	04/08/22	Open	Fair Value	6.4871 FTL	0.984102	1,000,000.00	1,068,204.00	1,068,204.00	0.00	0.00	0.987383	1,000,000.00	FTI	1,074,768.00	6,562.00	4,099.97	10,661.97
81282CCE0	22-0017	Treasury Note 2.50 05/15/24	05/05/22	Open	Fair Value	5.4794 FTL	0.995311	1,050,000.00	1,045,076.55	1,045,076.55	0.00	0.00	0.997672	1,050,000.00	FTI	1,047,553.60	2,478.05	2,246.94	4,725.99
81282CCE0	22-0018	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0020	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0021	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0022	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0023	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0024	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0025	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0026	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0027	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0028	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0029	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0030	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0031	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0032	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0033	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0034	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0035	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0036	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0037	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0038	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0039	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0040	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0041	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0042	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0043	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0044	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0045	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.00	0.997672	1,100,000.00	FTI	997,672.00	2,381.00	2,139.95	4,500.95
81282CCE0	22-0046	Treasury Note 2.50 12/31/23	06/02/22	Open	Fair Value	5.4713 FTL	0.985894	1,100,000.00	995,311.00	995,311.00	0.00	0.0							

Portfolio Position
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
11/01/23 - 11/30/23

FUND	CUSIP	Invest Number	Security Description	Purchase Date	Call Date	Per Value On 11/01/23	Market Val On 11/01/23	Market Val On 11/01/23	Purchase Cost	Sales Proceeds	Original Price/Cost	Amor Value On 11/01/23	Amor Value On 11/01/23
1 - 188-GENERAL FUND	3130AANC2	23-0001	FHLB 3.25 09/13/24	10/04/22	Open	2,640,000.00	2,599,040.08	2,599,040.32	0.00	0.00	2,593,456.90	2,618,805.63	2,620,819.13
		23-0003	FHLB 0.82 08/28/25	06/20/23	Open	3,030,000.00	2,796,974.82	2,824,608.42	0.00	0.00	2,792,287.41	2,830,439.08	2,839,237.52
		22-0001	FHLB 0.51 09/20/24	10/20/21	Open	2,100,000.00	2,008,461.00	2,020,487.70	0.00	0.00	2,100,000.00	2,100,000.00	2,100,000.00
		23-0002	FHLB 5.00 02/06/26	07/17/23	Open	2,300,000.00	2,268,432.50	2,279,649.60	0.00	0.00	2,268,500.00	2,291,114.88	2,291,423.79
		23-0004	FHLB 4.25 03/14/25	07/06/23	Open	2,575,000.00	2,538,092.53	2,548,123.83	0.00	0.00	2,536,730.35	2,543,979.65	2,543,979.65
		23-0005	FHLB 4.625 06/06/25	06/16/23	Open	2,050,000.00	2,027,862.50	2,042,046.00	0.00	0.00	2,046,676.55	2,046,676.55	2,046,676.55
		23-0006	FHLB 4.75 06/12/26	08/04/23	Open	2,290,000.00	2,272,357.84	2,299,709.60	0.00	0.00	2,292,296.87	2,292,108.17	2,292,043.10
		24-0001	FHLB 4.625 09/11/26	10/03/23	Open	1,800,000.00	1,782,867.60	1,805,700.60	0.00	0.00	1,781,143.20	1,781,646.30	1,782,189.49
		24-0002	FHLB 4.875 09/11/26	11/30/23	Open	2,150,000.00	2,141,507.40	2,168,778.60	0.00	0.00	2,142,425.55	2,142,425.55	2,142,425.55
		24-0004	FHLB 4.875 09/11/26	11/30/23	Open	2,150,000.00	2,141,507.40	2,168,778.60	0.00	0.00	2,142,425.55	2,142,425.55	2,142,425.55
189-Woodforest National Bank	3130AANC2	AR-0047	Money Market	05/24/18	Open	20,935,000.00	20,426,086.27	21,796,817.47	1,211,812.80	0.00	21,784,329.53	20,647,006.98	21,872,642.43
		AR-0047	189-Woodforest National Bank	02/29/16	Open	1,004,841.23	1,004,701.37	1,004,701.37	0.00	0.00	1,004,841.23	1,004,701.37	1,004,701.37
		AR-0057	TD Ameritrade	02/29/16	Open	68,902,097.33	68,902,097.33	68,902,097.33	0.00	0.00	68,902,097.33	68,902,097.33	68,902,097.33
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
		AR-0057	Money Market	09/01/22	Open	69,223,666.27	69,223,666.27	69,223,666.27	0.00	0.00	69,223,666.27	69,223,666.27	69,223,666.27
189-Woodforest National Bank	3130AANC2	22-0005	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		22-0005	Jackson Cnty No Reorg Sch Dist 0.82 03/01/24	11/02/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		22-0006	Oregon Sch Bids Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	Open	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		22-0007	Will City III Taxable Go Ref Bd 0.369 11/16/23	12/17/20	Open	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		AR-0033	State Pool	05/22/13	Open	57,308,447.20	52,343,100.63	57,308,447.20	0.00	0.00	57,308,447.20	52,343,100.63	52,343,100.63
		AR-0021	State Pool	04/25/00	Open	6,313.90	7,502,819.82	7,502,819.82	0.00	0.00	6,313.90	7,502,819.82	7,502,819.82
		AR-0026	State Pool	08/26/08	Open	5,611,578.82	5,638,357.69	5,611,578.82	0.00	0.00	5,611,578.82	5,638,357.69	5,638,357.69
		AR-0039	State Pool	12/16/13	Open	1,067,752.40	1,072,665.39	1,067,752.40	0.00	0.00	1,067,752.40	1,072,665.39	1,072,665.39
		AR-0039	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		AR-0039	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
189-Woodforest National Bank	3130AANC2	22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
189-Woodforest National Bank	3130AANC2	22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
189-Woodforest National Bank	3130AANC2	22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
189-Woodforest National Bank	3130AANC2	22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,508,888.60	0.00	0.00	2,508,888.60	2,508,888.60	2,508,888.60
		22-0020	Treasury Note 2.25 12/31/24	07/01/22	Open	2,600,000.00	2,508,888.60	2,					

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12/4/2023 11:20

Earnings and Yields Summary

Conroe I.S.D.

Effective Interest - Actual Life

Receipts in Period

11/01/23 - 11/30/23

Security Description	11/01/23	11/08/23	11/15/23	11/22/23	11/29/23	11/01/23
	11/07/23	11/14/23	11/21/23	11/28/23	11/30/23	11/30/23
Combined Port						
FHLB	17,237.4800	17,237.4900	17,237.4900	17,237.4900	5,076.8000	74,026.7500
Money Market	75,136.2900	75,136.2900	75,210.0900	75,147.0400	21,520.3400	322,150.0500
Municipal Bon	759.3600	759.3600	687.6000	687.6000	196.4600	3,090.3800
State Pool	284,604.3700	279,449.3500	252,730.5900	276,317.2800	83,616.7500	1,176,718.3400
Treasury Note	6,328.8600	6,328.8500	7,110.6100	7,239.1300	2,040.4600	29,047.9100
Port Total	384,066.3600	378,911.3400	352,976.3800	376,628.5400	112,450.8100	1,605,033.4300
Combined Port						
FHLB	4.2993	4.2993	4.2993	4.2993	4.3053	4.2997
Money Market	5.5902	5.5902	5.5821	5.5890	5.5892	5.5880
Municipal Bon	0.7831	0.7831	0.8870	0.8870	0.8870	0.8327
State Pool	5.6234	5.6322	5.6307	5.6250	5.6376	5.6284
Treasury Note	1.1607	1.1607	1.2659	1.2826	1.2915	1.2233
Port Total	5.1564	5.1560	5.1335	5.1595	5.1909	5.1544

Maturity Aging
Conroe I.S.D.
Effective Interest - Actual Life
Receipts in Period
11/30/2023

	CUSIP	Invest Number	Security Description	Purchase Date	Days to Maturity	Yield Matur
Cash / Money Market	199 Woodforest National Bank	AR-0047	Money Market	05/24/18	0	5.8700
	199-Lone Star COP	AR-0033	State Pool	05/22/13	0	5.6537
	199-Lone Star GOF	AR-0001	State Pool	04/25/00	0	5.3506
	199-Schwab	AR-0042	TD Ameritrade	02/29/16	0	5.2600
	199-TEXPOOL	AR-0026	State Pool	08/26/08	0	5.3724
	199-Texas Class	AR-0039	State Pool	12/16/13	0	5.5859
	199-Woodforest-IntraFi Network	AR-0057	Money Market	09/01/22	0	5.7400
	240-Lone Star COP	AR-0023	State Pool	08/31/06	0	5.6537
	511 Woodforest National Bank	AR-0049	Money Market	05/24/18	0	5.8700
	511-Lone Star COP	AR-0035	State Pool	05/22/13	0	5.6537
	6190 - Lone Star COP	AR-0051	State Pool	02/06/20	0	5.6537
	6291 - Lone Star COP	AR-0052	State Pool	11/17/20	0	3.2504
	6291-Texas Class	AR-0053	State Pool	12/07/20	0	5.5859
	6392 - Lone Star COP	AR-0054	State Pool	02/08/22	0	5.6537
	6492 - Lone Star COP	AR-0055	State Pool	07/07/22	0	5.6537
	6492 - Texas Class	AR-0056	State Pool	08/09/22	0	5.5859
	6537-Lone Star COP	AR-0046	State Pool	01/11/18	0	3.2504
	6990-Lone Star COP	AR-0012	State Pool	06/26/00	0	5.6537
	6996-Lone Star COP	AR-0044	State Pool	08/01/16	0	3.2504
	6999-Lone Star COP	AR-0050	State Pool	10/30/19	0	5.6537
	753-Lone Star COP	AR-0015	State Pool	09/07/00	0	5.6537
	91282CDM0	22-0009-01	Treasury Note 0.50 11/30/23	01/11/22	0	0.8643
	Cash / Money Market Total				0	5.6314
31 - 60 Days	9128285U0	22-0017	Treasury Note 2.625 12/31/23	05/05/22	31	2.7089
	9128285U0	22-0018	Treasury Note 2.625 12/31/23	06/02/22	31	2.4440
	91282CBE0	21-0016	Treasury Note 0.125 01/15/24	07/01/21	46	0.3633
	91282CBE0	21-0010	Treasury Note 0.125 01/15/24	01/19/21	46	0.2063
	31 - 60 Days Total				40	1.1950
91 - 180 Days	467486XT8	22-0005	Jackson Cnty Mo Reorg Sch Dist 0.82 03/01/24	11/04/21	91	0.8200
	912828W48	22-0002	Treasury Note 2.125 02/29/24	09/30/21	91	0.3781
	912828WJ5	22-0016	Treasury Note 2.50 05/15/24	04/06/22	167	2.5223
	91282CBV2	21-0011	Treasury Note 0.375 04/15/24	04/21/21	137	0.3197
	91282CBV2	21-0018	Treasury Note 0.375 04/15/24	07/01/21	137	0.4173
	91 - 180 Days Total				128	0.9692
181 - 364 Days	010268CL2	22-0003	Alabama Fed Aid Hwy Fin Auth F 0.689 09/01/24	10/14/21	271	0.6890
	3130AFBC0	23-0001	FHLB 3.25 09/13/24	10/04/22	283	4.2041
	3130AP7G4	22-0001	FHLB 0.51 09/20/24	10/20/21	290	0.5100
	686053CP2	22-0006	Oregon Sch Brds Assn Ltd Tax Pe 5.63 06/30/24	11/26/21	210	1.0203
	912828Y87	22-0013	Treasury Note 1.75 07/31/24	02/08/22	244	1.4247
	912828YM6	22-0007	Treasury Note 1.50 10/31/24	11/04/21	336	0.7623
	91282CCG4	21-0015	Treasury Note 0.25 06/15/24	06/21/21	198	0.5248
	91282CCG4	21-0017	Treasury Note 0.25 06/15/24	07/01/21	198	0.4578
	91282CCT6	21-0019	Treasury Note 0.375 08/15/24	08/17/21	259	0.4092
	91282CDB4	22-0004	Treasury Note 0.625 10/15/24	10/19/21	320	0.7282
	181 - 364 Days Total				263	1.2264
1 - 4 Years	3130ANNK2	23-0003	FHLB 0.82 08/26/25	06/20/23	626	4.6393
	3130AUR55	23-0002	FHLB 5.00 02/06/26	02/17/23	786	5.1832
	3130AURS5	23-0005	FHLB 4.25 03/14/25	07/06/23	464	5.1733
	3130AWER7	23-0004	FHLB 4.625 06/06/25	06/16/23	546	4.7375
	3130AWLZ1	23-0006	FHLB 4.75 06/12/26	08/04/23	912	4.7122
	3130AWTQ3	24-0001	FHLB 4.625 09/11/26	10/03/23	1001	5.0079
	3130AXCP1	24-0002	FHLB 4.875 09/11/26	10/31/23	1001	5.0077
	3130AXCP1	24-0004	FHLB 4.875 09/11/26	11/30/23	1001	4.4928
	9128283P3	22-0020	Treasury Note 2.25 12/31/24	07/01/22	397	3.0320
	912828YV6	22-0008	Treasury Note 1.50 11/30/24	12/14/21	366	0.9569
	912828YV6	22-0019	Treasury Note 1.50 11/30/24	06/02/22	366	2.7776
	91282CJK8	24-0003	Treasury Note 4.625 11/15/26	11/16/23	1081	4.6857
	1 - 4 Years Total				697	4.3552
	Investment Total				55	5.2101

Investment Report

Conroe I.S.D.

11/01/23 - 11/30/23

This report summarizes the investment position of Conroe I.S.D. for the period 11/01/23 to 11/30/23.

	10/31/23	11/30/23
Book Value	412,630,041.61	399,503,975.77
Market Value	411,578,052.86	398,751,223.56
Par Value	412,870,217.44	399,728,163.59
Change in Market Value		305,091.44
Weighted Average Maturity (in Days)	52	55
Weighted Average Yield-to-Maturity of Portfolio	5.1719%	5.2101%
Yield-to-Maturity of 90 Day T-Bill	5.3050%	5.2330%
Accrued Interest		94,936.60

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This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Conroe I.S.D. is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Conroe I.S.D..

 Digitally signed by
Karen Garza
Date: 2023.12.04
11:23:19 -0600

Consider Resolution to Cast Votes and Cast Votes in Election of 2024-2025 Montgomery Central Appraisal District Board of Directors

Recommendation:

That the Conroe Independent School District Board of Trustees approves a resolution to cast votes for one or more candidates for election to the Montgomery Central Appraisal District Board of Directors and cast their votes accordingly as submitted by Carrie Galatas, General Counsel, and Dr. Curtis Null, Superintendent of Schools.

Explanation:

Eleven candidates have been nominated by the taxing jurisdictions in Montgomery County to serve on the Montgomery County Central Appraisal District's Board of Directors. The candidates for the five elected positions are Arthur Bredehoft, Matthew "Doc" Dantzer, Gary Hammon, Guy Hancock, Mike Hopkins, Scott Lee, Bonar Luzey, II, Misty Perinne, Frank Smith, Brent Thor, and Bruce Tough.

Conroe ISD nominated Mr. Bonar Luzey, II, Mr. Bruce Tough, and Mr. Arthur Bredehoft.

The current elected MCAD Board of Directors are Bruce Tough, *Chairman*; Bonar Luzey, II, *Vice Chairman*; Misty Perinne, *Member*; Arthur Bredehoft, *Member*; Frank Smith, *Member*.

The Conroe Independent School District is entitled to cast a total of 1696 votes for any candidate or candidates to fill the five elected positions on the MCAD Board of Directors. The newly elected board members will take office on January 1, 2024.

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel



MONTGOMERY CENTRAL APPRAISAL DISTRICT
JANET JENNINGS-DOYLE, RPA, RTA, CCA, CTA
CHIEF APPRAISER



109 GLADSTELL ST., CONROE, TX 77301
P.O. BOX 2233, CONROE, TX 77305
936-756-3354 | WWW.MCAD-TX.ORG

OFFICIAL BALLOT
BOARD OF DIRECTORS ELECTION
2024-2025 TERM
MONTGOMERY CENTRAL APPRAISAL DISTRICT

Conroe ISD

Please cast your **entitled votes (please see attachment)** for the candidate(s) of your choice to serve on the Board of Directors for the Montgomery Central Appraisal District for the term:

JANUARY 1, 2024 - DECEMBER 31, 2025

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CANDIDATE	VOTES CAST
Arthur Bredehoft	_____
Matthew “Doc” Dantzer	_____
Gary Hammon	_____
Guy Hancock	_____
Mike Hopkins	_____
Scott Lee	_____
Bonar Luzey II	_____
Misty Perinne	_____
Fank Smith	_____
Brent Thor	_____
Bruce Tough	_____

Signature of Presiding Officer

Please return this completed Ballot with a Resolution **BEFORE**
December 15, 2023.

MOVING FORWARD TOGETHER
Motivated, Credible, Accountable, and Dependable

****Updated and Revised Calculations Due to More Taxing
Entities Paying into the Budget****

Montgomery County Tax Jurisdiction	Votes
Conroe ISD	1696
Montgomery County	915
Magnolia ISD	330
Montgomery ISD	291
New Caney ISD	262
Lone Star CC	215
Willis ISD	172
The Woodlands Township	164
City of Conroe	140
Tomball ISD	44
Splendora ISD	42
Montgomery County MUD 113	33
Montgomery County MUD 119	32
Montgomery County MUD 46	25
Spring Creek UD	23
Montgomery County MUD 115	22
Woodlands Road Dist 1	22
Montgomery County MUD 47	19
City of Houston	17
Montgomery County MUD 112	14
Montgomery County MUD 105	17
Rayford Road MUD	12
Montgomery County MUD 18	12
Montgomery County MUD 94	12
Montgomery County MUD 95	11
Montgomery County MUD 88	11
Montgomery County MUD 15	10
Montgomery County MUD 60	10
Porter MUD	10
Montgomery County WCID 1	9
Valley Ranch MUD 1	9
Montgomery County MUD 89	9
New Caney MUD	9
Wood Trace MUD 1	9
Woodlands Metro Ctr MUD	9
Montgomery County MUD 67	8
Montgomery County MUD 139	8
Stanley Lake MUD	8

E Montgomery Co MUD 6	8
Montgomery County MUD 84	8
City of Willis	7
Montgomery County MUD 127	7
City of Shenandoah	7
Montgomery County MUD 98	7
Montgomery County MUD 39	7
Montgomery County MUD 09	7
Conroe Munic Mgmt Dist #1	7
Montgomery Co DD 6	6
Woodridge MUD	6
Montgomery Co DD 10	6
Montgomery County MUD 99	6
City of Oak Ridge No.	6
So Montgomery Co MUD	6
Blake Tree MUD	6
Valley Ranch Town Center Mgmt Dist	6
E Montgomery Co MUD 3	6
Montgomery County MUD 107	6
Montgomery County MUD 08	6
Montgomery County MUD 137	5
City of Panorama Village	5
Montgomery County MUD 83	5
Harris-Montgomery Counties Mgmt Dist	5
Far Hills UD	5
City of Montgomery	4
Kings Manor MUD	4
Montgomery County MUD 07	4
Point Aquarius MUD	4
Montgomery County MUD 126	4
E Montgomery Co MUD 4	4
City of Magnolia	4
Montgomery County MUD 90	3
Montgomery County UD 2	3
Montgomery County MUD 138	3
Harris County MUD 386	3
Montgomery County MUD 96	3
City of Roman Forest	3
Montgomery County MUD 42	3
Montgomery County MUD 24	3
Montgomery County MUD 132	3
Montgomery County MUD 06	3

Conroe MUD 1	3
Woodlands MUD 1	3
Montgomery County MUD 141	2
Montgomery County MUD 92	2
East Plantation UD	2
Montgomery County MUD 128A	2
Lake Conroe Hills MUD	2
Porter MUD- Auburn Trails Defined Area II	2
Grand Oaks MUD	2
Clover Creek MUD	2
Montgomery County MUD 111	2
River Plantation MUD	2
Montgomery County UD 4	2
Montgomery County MUD 19	2
Texas National MUD	2
City of Splendora	2
Montgomery County MUD 142	2
E Montgomery Co MUD 7	2
Montgomery County MUD 56	2
Porter MUD- Auburn Trails Defined Area I	1
Montgomery County MUD 148	1
Cleveland ISD	1
Richards ISD	1
Corinthian Point MUD 2	1
Montgomery County MUD 121	1
Chateau Woods MUD	1
Porter MUD- Hendrix Defined Area	1
Montgomery County MUD 16	1
City of Stagecoach	1
Montgomery County UD 3	1
Montgomery County MUD 36	1
City of Woodbranch Village	1
Roman Forest Cons MUD	1
City of Patton Village	1
Lazy River ID	1
Montgomery County FWSD 6	1
Magnolia East MUD	1
City of Cleveland	1
Montgomery County MUD 166	1
Montgomery County MUD 165	1
Montgomery County MUD 174	1
City of Woodloch	1

Valley Ranch Medical Center Mgmt Dist	1
Montgomery County MUD 108	1
Roman Forest PUD 4	1
Roman Forest PUD 3	1
Montgomery County MUD 144	1
E Montgomery Co MUD 12	1
Montgomery County MUD 145	1
Montgomery County MUD 151	1
Montgomery County MUD 150	1
Cleveland MUD 1	1
Montgomery County MUD 149	1
Montgomery County MUD 131	1
Montgomery County MUD 164	1
Montgomery County WCID 4	1
Montgomery County MUD 147	1
Montgomery County MUD 100	1
Montgomery County MUD 110	1
Montgomery County MUD 140	1
Montgomery County MUD 160	1
Montgomery County Municipal Utility District #1	1
Montgomery County MUD 176	1
Montgomery County MUD 178	1
Montgomery County MUD 183	1
Montgomery County MUD 191	1
Montgomery County MUD 201	0
Montgomery County MUD 206	1
New Caney MUD- Hendricks DA	1
Montgomery Co ESD 1	5
Montgomery Co ESD 10	6
Montgomery Co ESD 14	1
Montgomery Co ESD 2	4
Montgomery Co ESD 3	3
Montgomery Co ESD 4	3
Montgomery Co ESD 6	4
Montgomery Co ESD 7	3
Montgomery Co ESD 8	6
Montgomery Co ESD 9	1
Humble ISD	0
City of Cut and Shoot	0
	5,000

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****Updated and Revised Calculations Due to More Taxing
Entities Paying into the Budget****

Consider and Adopt Local Board Policies CQB Technology Resources – *Cybersecurity*; CSA Facility Standards - *Safety and Security*; DC Employment Practices; EHB Curriculum Design - *Special Programs*; EHBCA Compensatory Services and Intensive Programs - *Accelerated Instruction*; FEA Attendance - *Compulsory Attendance*; FFAC Wellness and Health Services - *Medical Treatment*; FFB Student Welfare - *Crisis Intervention*; FL Student Records; and, GKG Community Relations – *School Volunteer Program* and delete EHBC Special Programs - *Compensatory Services and Intensive Programs*

Recommendation:

That the Conroe Independent School District Board of Trustees adopt Local Board Policies CQB Technology Resources – *Cybersecurity*; CSA Facility Standards - *Safety and Security*; DC Employment Practices; EHB Curriculum Design - *Special Programs*; EHBCA Compensatory Services and Intensive Programs - *Accelerated Instruction*; EIE Academic Achievement – *Retention and Promotion*; FEA Attendance - *Compulsory Attendance*; FFAC Wellness and Health Services - *Medical Treatment*; FFB Student Welfare - *Crisis Intervention*; FL Student Records; and, GKG Community Relations – *School Volunteer Program*, and delete EHBC Special Programs - *Compensatory Services and Intensive Programs* as submitted by Carrie Galatas, General Counsel and Dr. Curtis Null, Superintendent of Schools.

Explanation:

The following Local policies have been revised or added and are recommended for revision as noted below. The policies were introduced and recommended to the Board at its November 14, 2023, meeting in accordance with Board Policy BF Local.

CQB Technology Resources - *Cybersecurity*: The policy has been modified to comply with SB 271. This bill amended existing law relating to security breach notifications. The bill utilizes a new term – *security incident* – rather than the term *breach of system security*. The old term has been replaced with the new term.

CSA Facility Standards - *Safety and Security*: The new policy addresses the commissioner’s new school safety rules for facilities relating to audits of building access control.

DC Employment Practices: A note has been added to this policy to acknowledge the exception to the nepotism prohibition against the hiring of bus drivers when the board of trustees does the hiring, and the bus driver is related to either a board member or the superintendent.

EHB Curriculum Design - *Special Programs*: The modifications to this policy are needed to comply with HB 3928. This new law relating to dyslexia requires board policy to state that the District will comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner to implement the program to test students for dyslexia and related disorders.

EHBC Special Programs - *Compensatory Services and Intensive Programs*: This policy is recommended for deletion. The majority of the content in this policy has been moved to EHBCA (see below). Changes in the law related to compensatory services make this local policy no longer necessary.

EHBCA Compensatory Services and Intensive Programs - *Accelerated Instruction*: This new policy code addresses requirements from HB 1416 related to accelerated instruction, including a parent's ability to request a specific teacher under certain circumstances. References to the accelerated learning committee have been deleted as that committee no longer exists.

FEA Attendance - *Compulsory Attendance*: SB 68 allows school districts to give juniors and seniors up to two excused absences per year for career investigation by visiting professional workplaces to help students determine if they have an interest in a particular field. To give students this opportunity, the board of trustees must adopt a policy allowing for the excused absences.

FFAC Wellness and Health Services - *Medical Treatment*: Changes to this policy allow the administration of opioid antagonists to students at all grade levels by staff with the appropriate training.

FFB Student Welfare - *Crisis Intervention*: Two provisions relating to threat assessments have been added. HB 3 requires campuses to develop procedures for students to report concerning behavior by other students and SB 1720 allows confidentiality for staff who report a potential threat.

FL Student Records: Language relating to accelerated learning committees has been removed and replaced with references to "accelerated education plan."

GKG Community Relations – *School Volunteer Program*: Text previously included in procedure has been moved to this policy to specifically address the District's school volunteer program.

Policy Reference: BF Local

Submitted by:

Dr. Curtis Null
Superintendent of Schools

Carrie Galatas
General Counsel

TECHNOLOGY RESOURCES
CYBERSECURITY

CQB
(LOCAL)

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.
Training	<p>The Board delegates to the Superintendent the authority to:</p> <ol style="list-style-type: none">1. Determine the cybersecurity training program to be used in the District;2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate. <p>The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.</p>

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent or designee shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	<p>All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.</p> <p>[For information related to the evaluation of criminal history records, see DBAA.]</p>
Employment of Contractual Personnel	<p>The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.</p> <p>The Board retains final authority for employment of contractual personnel. However, from the day following the last regular Board meeting in March until the day of the first regular Board meeting in the following school year, the Board delegates to the Superintendent the authority to employ contractual personnel in positions up to and including coordinator. The Superintendent shall inform the Board of staff hired under this authority.</p> <p>[See DCA, DCB, DCC, and DCE as appropriate]</p>
Employment of Noncontractual Personnel	<hr/> <p>Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).</p> <hr/> <p>The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]</p>
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(LOCAL)

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

**Accelerated
Instruction**

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

**Accelerated
Education Plan**

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education
Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Career Investigation

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

Armed Services
Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or
Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's
License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

**Withdrawal for
Nonattendance**

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent 10 consecutive school days;
and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending
Homeschools**

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided
by District**

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

*Maintenance,
Availability,
Training, and
Reporting*

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative procedures addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

STUDENT RECORDS

FL
(LOCAL)

Comprehensive System

The Superintendent or designee shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The District's general counsel is custodian of all records for currently enrolled students. The District's general counsel is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any accelerated education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
 - c. Immunization records. [See FFAB]

STUDENT RECORDS

FL
(LOCAL)

6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs such as at risk, ESOL, bilingual, gifted, dyslexia, or special education.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

STUDENT RECORDS

FL
(LOCAL)

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

Transcripts and Transfers of Records

The District may request transcripts from previously attended schools for students transferring into District schools; however, the

STUDENT RECORDS

FL
(LOCAL)

ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education department offices and the administrative offices on each campus.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within 10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within 10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

The District shall not release directory information except to military recruiters, to accredited colleges or institutions of higher learning, or to groups that are affiliated with the District and need such information to provide education services to students (PTO/PTA, booster clubs, school photographers, District consultants, advisers, and the like).

STUDENT RECORDS

FL
(LOCAL)

Directory information shall include parent's name, parent's email, student's name, student's email, address, telephone number, school attended, photograph, grade level, degrees and honors received, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

Parents may deny the release of directory information by submitting a form that is available on the District's website.

COMMUNITY RELATIONS
SCHOOL VOLUNTEER PROGRAM

GKG
(LOCAL)

The District shall use volunteers to provide assistance in areas that:

1. Support and enhance teaching and learning;
2. Support the welfare of the students and/or staff; and
3. Support the District in other areas of need.

Application

All prospective volunteers shall submit an application form as provided by the District.

Criminal History
Record Check

The District shall obtain the criminal history record for prospective volunteers when required by law or the District. Once received, the District shall determine the person's eligibility and inform approved volunteers when their services are to begin.

Authority

District volunteers shall work directly under the supervision of the campus principal or a District employee in accordance with administrative regulations.

Administrative regulations shall be established regarding the volunteer application process, qualifications, training, duties, and other relevant information about the District's volunteer program.

Training

The volunteer location will provide volunteers instruction related to the volunteer's duties.

**Consider and Rule on the Level 3 Appeal for a Complaint Filed
by Mrs. T. G. pursuant to CISD Board Policy FNG *Student Rights and
Responsibilities – Student and Parent Complaints/Grievances***

Recommendation:

That the Conroe Independent School District Board of Trustees consider and rule upon a complaint filed by Mrs. T. G. pursuant to CISD Board Policy FNG *Student Rights and Responsibilities – Student and Parent Complaints/Grievances*.

Explanation:

Mrs. T. G. submitted a request to appeal the Level 2 decision for a complaint filed pursuant to Board Policy FNG *Student Rights and Responsibilities – Student and Parent Complaints/Grievances*. The hearing will be held in closed session in accordance with Texas Government Code Sections 551.074 and 551.0821.

Policy Reference: Local Board Policy FNG

Take Requests from Trustees Regarding Future Board Agenda Items

Recommendation:

That the Conroe Independent School District Board of Trustees take requests from Trustees for agenda items for future Board meetings as submitted by Carrie Galatas, General Counsel, and as recommended by Dr. Curtis Null Superintendent of Schools.

Explanation:

Board Policy BE Local requires the Board President and Superintendent to prepare the agenda for all Board meetings. The policy states that any Board member may request an agenda item. The policy further requires that the Superintendent include on the preliminary agenda of the meeting all agenda items that have been timely submitted by a Board member.

When requesting an item to be placed on the agenda the requesting trustee must provide the Superintendent with the name of the person to be placed on the agenda, the subject, or issues to be presented, and the approximate length of time needed for the agenda item. Local Board Policy BE requires that before the official agenda is finalized for any meeting, the Superintendent must consult the Board President to ensure that the agenda and the agenda items included meet with the Board President's approval. The policy further requires the Board President in his or her review of the preliminary agenda, ensure that any agenda items the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. This could be at a future meeting of the Board or at a Board workshop. Policy BE Local does not give the Board President the authority to remove from an agenda item requested by a Board member without that Board member's specific authorization.

To allow the District's administration to prepare for future Board meetings, the President will take requests for agenda items from Board members and work with administration and the requesting Board member to schedule the item for a future Board meeting or Board workshop. Board members will continue to be able to submit agenda item requests directly to the Board President or Superintendent in accordance with Board Policy BE Local.

Policy Reference: BE Local

Recommended by:

Dr. Curtis Null
Superintendent of Schools

Submitted by:

Carrie Galatas
General Counsel

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the third Tuesday of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

**Special or
Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or three members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the fifth calendar day before regular meetings and the fifth calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

In order for items to be placed on the agenda, the Superintendent must have the following information:

1. Name of the person to be placed on the agenda.
2. Subject or issues to be presented.
3. Approximate length of time needed.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

BOARD MEETINGS

BE
(LOCAL)

Notice to Members	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.
Closed Meeting	<p>Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.</p> <p>The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]</p>
Order of Business	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.
Rules of Order	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]
Consent Agenda	When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.
Minutes	<p>Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.</p> <p>The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.</p>
Discussions and Limitation	Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the

BOARD MEETINGS

BE
(LOCAL)

business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.