

**BID DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR CONSTRUCTION OF THE
WATER, SANITARY SEWER, DRAINAGE FACILITIES
& PAVING AND APPURTENANCES
TO SERVE GRAND CENTRAL PARK SECTION 37
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1
CITY OF CONROE
MONTGOMERY COUNTY, TEXAS**

LJA JOB NO. 2274-0037B & 2274-0037C

JULY 2024

**LJA ENGINEERING, INC.
1904 WEST GRAND PARKWAY NORTH
SUITE 100
KATY, TEXAS 77449
713.953.5200**

CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1

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July 17, 2024

INVITATION TO BIDDERS

Sealed Bids, in duplicate, addressed to Conroe Municipal Management District No. 1, Attention: Keaton Hineman, President, Board of Directors, will be received at the office of the Engineer, LJA Engineering, Inc., 1904 West Grand Parkway North, Suite 120, Katy, Texas 77449, until 9:00 a.m. Local Time, Wednesday, July 31, 2024, and then publicly opened and read for “Construction of the Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 for Conroe Municipal Management District No. 1, Montgomery County, Texas”. Bidders may elect to submit bids electronically via <https://bids.lja.com>. Bidders must register and obtain bidding documents on this website for the required payment amount (if any) to submit an electronic bid. To attend the Bid Opening by telephone, dial +1 346.202.6170, Phone Conference ID: 744 542 272#.

Scope of Work of the Contract includes the water, sanitary sewer, drainage facilities and paving and appurtenances.

Bids received after the closing time will be returned unopened. A non-mandatory audio pre-bid conference will be held on Wednesday, July 24, 2024, at 9:00 a.m. Local Time. To attend the audio format non-mandatory pre-bid conference, dial +1 346.202.6170, Phone Conference ID: 452 791 493#.

Each Bid must be accompanied by a bid bond or a certified or cashier’s check, acceptable to the Owner, in an amount not less than 5 percent of the total amount bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within 7 days after the date Contract Documents are received by the Contractor.

Bidding documents may be examined at LJA Engineering, Inc., AGC of Texas, Construct Connect, and Amtek or may be obtained by prospective bidders or suppliers upon payment of ninety-five dollars (\$95.00 non-refundable plus cost of delivery) (\$50.00 for electronic copy) for each set of documents at LJA Engineering, Inc., 1904 West Grand Parkway North, Suite 120, Katy, Texas 77449 or at <https://bids.lja.com>. Bidders must register on this website to download bidding documents.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board’s judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

Conroe Municipal Management District No. 1

**CONSTRUCTION OF THE
WATER, SANITARY SEWER, DRAINAGE FACILITIES
& PAVING AND APPURTENANCES
TO SERVE GRAND CENTRAL PARK SECTION 37
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1
CITY OF CONROE
MONTGOMERY COUNTY, TEXAS**

LJA JOB NO. 2274-0037B & 2274-0037C

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS.** Unless otherwise directed in the Invitation to Bidders, each Bid shall be submitted, in duplicate, on the bid forms provided or on photocopies of the forms, in conformity with the requirements of the Invitation to Bidders, these instructions, and the instructions printed on the bid form. Bidders may elect to submit bids electronically via <https://bids.lja.com>. Bidders must register on this website to submit an electronic bid. Electronic bids do not include bids submitted by telegraphic or facsimile transmission.

All blanks on the bid form shall be completed, typed, or written in ink, and no change shall be made on the bid form or any other of the Contract Documents. All amounts shall be written in figures, with amounts extended and totaled. Minimum unit prices have been established for certain items shown on the bid. See Paragraph 7 of these instructions. If the bidder chooses not to bid on optional items (if any), "No Bid" shall be entered in the bid space. Any Bid may be rejected if it contains any omission, erasure, alteration, addition, irregularity of any kind, or items not called for; if it does not submit prices for each of the items in the bid form; if any of the prices are obviously unbalanced; or if it shall, in any manner, fail to conform to the conditions of the Invitation to bidders and these instructions.

The bidder shall sign its Bid in the signature space. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the Bid is made by an individual, it must be executed by that person; if made by a partnership, it must be executed by one of the partners (and if by a limited partnership, then executed by the general partner); or if made by a corporation, it must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

When applicable, evidence of authority to conduct business as an out-of-state corporation in the State of Texas shall be provided in accordance with the paragraph entitled **QUALIFICATION OF BIDDERS.** State Contractor license number, if any, must also be shown.

The Bid and the Bid Security must be enclosed in a sealed envelope, plainly identified on the outside with the contents (i.e. Bid or Bid Security), the bidder's name, and the job name and number, and addressed to the Owner as prescribed in the Invitation to Bidders.

2. **WRITTEN BIDS.** The bidder shall sign its Bid in the signature space. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the Bid is made by an individual, it must be executed by that person; if made by a partnership, it must be executed by one of the partners (and if by a limited partnership, then executed by the general partner); or if made by a corporation, it must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

Written bids, together with the Bid Security, must be enclosed in sealed envelope, plainly identified on the outside with the contents (i.e. bid or Bid Security), the bidder's name, and the job name and number, and addressed to the Owner as prescribed in the Invitation to Bidders.

3. **ELECTRONIC BIDDING.** Bidders may elect to submit an electronic bid via <https://bids.lja.com>. Any bidder submitting an electronic bid is required to register at <https://bids.lja.com>. By submitting an electronic bid, the bidder agrees and represents that it has the authority to submit such bid and that such bid constitutes a valid bid submitted in accordance with the Contract Documents without further signature or action by the bidder. All electronic bids must be submitted via <https://bids.lja.com> before the closing time indicated on the Invitation to Bidders. Bid bonds may be submitted electronically through <https://bids.lja.com> in satisfaction of the Bid Security requirements described herein; however, certified or cashier's checks in satisfaction of the Bid Security requirements must be enclosed in a sealed envelope, plainly identified on the outside with the contents, the bidder's name, and the job name and number and addressed and delivered as prescribed in the Invitation to Bidders for sealed bids.

If, upon being opened, an Electronic Bid is unreadable to the degree that conformance to the essential requirements of the Bid Invitation cannot be ascertained, the bid will be rejected, without liability to the District or the Engineer, unless the bidder provides clear and convincing evidence: (a) of the content of the Electronic Bid as originally submitted; and (b) that the unreadable condition of the Electronic Bid was caused solely by error or malfunction of the District or Engineer's software or hardware, or other District or Engineer mishandling.

Electronic bid submission is subject to electronic interference latency which can result in transmission delays. Bidders assume the risk of late transmission/submission and neither the District nor the Engineer shall be held liable if an interested bidder is unable to submit a complete Electronic Bid prior to the published deadline due to technical issues or obstructions, regardless of cause or fault.

Any tampering with the electronic bidding system, the electronic bidding process, or bid documents by an interested bidder shall result in the bid of such bidder being rejected.

4. **CONTRACT DOCUMENTS.** The Contract Documents are complementary and must be read together as a whole; what is called for by one is as binding as if called for by all.

Bidders desiring further information or further interpretation of any part of the Contract Documents are hereby obligated to submit a written request for such information to Engineer not less than **7 calendar days** before the Bid opening. Answers to these requests will be given, in writing, to all bidders as addenda to the Contract, and each addendum will be made a part of the Contract. No explanation or interpretation of the Contract, other than written addenda, shall be binding.

Should a bidder find discrepancies in or omissions from the Contract Documents or should the bidder be in doubt as to any meaning, the bidder is hereby obligated to notify Engineer, so a written addendum may be sent to all bidders. It is the responsibility of each bidder to determine if it has received all addenda, complete files of which will be maintained at the Engineer's office and the office designated to receive the Bids.

Each bidder shall inform itself fully of the construction and labor conditions under which the Work will be performed and shall be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of its obligation to furnish all materials and labor necessary to carry out the provision of the Contract and to complete the Work for the consideration of its Bid.

5. **PRE-BID CONFERENCE.** A non-mandatory pre-bid conference among Owner, Engineer, prospective bidders, and others will be held to discuss the scope of the Work and to answer questions concerning the Work. No addendum will be issued at this conference, but an addendum will be issued

afterwards, if necessary, to answer questions. The non-mandatory pre-bid conference will be held at the time and place shown in the Invitation to bidders.

6. **BID SECURITY.** Each Bid shall be accompanied by a bid bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than 5 percent of the total amount bid (the "Bid Security"), as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within 7 days after the date Contract Documents are received by the Contractor. Bid Securities will be returned to all but the three most qualified, responsible bidders within 5 days after opening of Bids, and the latter's Bid Securities will be returned after complete execution of the Contract. The surety company providing a bid bond must conform to the same requirements for surety companies providing the performance bonds, maintenance bonds and/or payment bonds described below.

7. **BONDS.** The successful bidder must furnish

a Payment Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$25,000 or more

AND

and a Performance Bond in the sum of 100% of the initial Contract Price, if the initial Contract Price is \$100,000 or more,

AND

if the maintenance and warranty period is not covered by a Performance Bond, one year Maintenance Bond in the amount of 100% of the final Contract Price.

for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Contract on the forms provided for this purpose; and it is agreed that this Contract shall not be in effect until such Bonds are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised Bonds for such increased Contract Price. Contractor's failure to provide compliant Bonds may be grounds for immediate termination regardless of whether the Contractor has started work on the Project.

All Bonds shall be in the form prescribed by the Contract Documents except as required otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 370 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of the agent's authority to act must accompany all Bonds signed by an agent. Surety must have a minimum Best's Key Rating of "B+". If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to the underwriting limitation.

For bonds over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted

as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The person executing the Bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

The person executing the Bonds must be authorized by the surety company to execute the Bonds on behalf of the company in the amount required for the contract and such authorization must be recorded in the files of the Texas Department of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the Owner.

If the surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements herein Contractor shall promptly notify Contractor, Owner and Engineer and shall, within 10 calendar days after the event giving rise to such notification, provide another Bond and surety to fulfill the required obligations.

8. INTERESTED PARTY DISCLOSURE. Prior to execution of the contract by the District, the Contractor will be required to submit a Texas Ethic Commission Form 1295. Please see https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for details related to this disclosure.

9. DELIVERY OF BIDS. It is each bidder's responsibility to deliver its Bid and Bid Security to the location named in the Invitation to Bidders before the closing time. The fact that a Bid and Bid Security were dispatched will not be considered. The Bid and Bid Security must actually be delivered to be considered.

10. "OR EQUAL" SUBMISSIONS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance. In preparing his/her proposal, each bidder is expected to include in his/her base Bid the cost of the item so specified. However, in certain Technical Specification sections, manufacturers are listed followed by "or equal." In certain other Technical Specification sections, manufacturers are listed with "or equal" not included. In those items where "or equal" is not included, it is hereby added and understood to be included, even though not specifically stated in each and every Technical Specification. If a Contractor chooses to submit a suggested "or equal" product in lieu of a product by one of the named manufacturers, Owner will evaluate the item to determine if it is an equal. The Contractor is responsible for providing all data required to evaluate an item submitted as a suggested "or equal." Owner's decision on whether an unnamed manufacturer is an "equal" is to be final. No claims for additional cost, time delay, etc. will be accepted if an unnamed manufacturer is submitted by Contractor as a suggested "equal" and Owner decides the item is not "equal."

Contractor must submit list of items to be submitted as a suggested "or equal" at time of bid submission. No additional suggested "or equal" items will be considered after bid opening.

11. MINIMUM AND EXTRA UNIT PRICE ITEMS. If the approximate quantity and a minimum unit price have been established for items as shown in the Bid, the bidder may not bid a unit price less than the minimum value; however, it may bid an amount greater than the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. These Extra Unit Price Items are included to facilitate payment for changes and alterations that may be required to complete the Work. The Work, as provided by the Contract Documents, is described in bid items other than Extra Unit Price Items. When additional Work covered by Extra Unit Price Items is performed, payment will be based on the quantity actually constructed and the unit prices entered in the Bid.

12. TIME FOR COMPLETION. Contractor will not be allowed time extensions that are due to (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.

13. QUALIFICATION OF BIDDERS. The apparent most qualified, responsible bidder shall submit to Owner, within **5 calendar days** of notification, either i) a fully completed Contractor's Statement of Qualification or ii) a written statement that the most recently submitted Contractor's Statement of Qualification is accurate, which statement shall be considered in the award of the Contract. Failure to accurately complete the Contractor's Statement of Qualification or to submit the Statement will, at Owner's option, disqualify the bidder from consideration in the award of the Contract. The form of the Contractor's Statement of Qualification is available from Engineer. No other form of Statement of Qualification will be acceptable. Evidence of out-of-state corporation to conduct business in the state in which the Work is to be performed, along with state contractor license number, must also be provided.

14. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make award to that bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities and defects in bidding, except time of submitting a Bid. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider, among other things, the qualifications of bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Alternate bid items will not be considered unless requested in the Bid Form.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for the Work. Owner also may consider the operating costs, maintenance

requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents, to Owner's satisfaction.

BY SUBMITTING A BID, EACH BIDDER AGREES TO FULLY AND FOREVER WAIVE AND RELEASE ANY CLAIM (KNOWN OR UNKNOWN) IT HAS OR MAY HAVE AGAINST THE OWNER, ENGINEER, DEVELOPER AND THEIR RESPECTIVE ATTORNEYS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND AGENTS ARISING OUT OF OR IN CONNECTION WITH THE: (I) ADMINISTRATION, EVALUATION, OR RECOMMENDATION (OR LACK THEREOF) OF ANY BID; (II) WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; AND (III) ACCEPTANCE OR REJECTION OF ANY BIDS AND AWARD OF THE CONTRACT.

Owner reserves the right to award the Bid, at Owner's discretion, based on the amount of the Total Base Bid (without including "Extra Unit Price Items" or "alternate" bid items) or on the amount of the Total Amount Bid (including "Extra Unit Price Items" items or "alternate" bid items), or based on any other combination, means or method determined appropriate by Owner.

If the contract is to be awarded, it will be awarded to the responsible bidder whose evaluation by Owner indicates that the award will be most advantageous to the Owner and result in the best and most economical completion of the Work.

If the contract is to be awarded, Owner will give the successful bidder a notice of award within ninety (90) days after the day of the Bid opening.

Within 10 calendar days of receipt from the Owner of the Notice of Award, the successful bidder must submit to the Engineer the original Bonds and all information or other items necessary to complete the Contract Documents, including the Schedule of Completion and Contractor's safety program. The successful bidder must return the fully executed Contract Documents to Engineer within 7 calendar days of receipt, or Owner may at its sole discretion disqualify the bid and accept another bid and the bidder shall, at Owner's option, forfeit its bid security.

16. TAXES, LICENSES AND FEES. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract. Contractor and all Subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this Contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this Contract that are performed at the job site and are either integral to the performance of this Contract or expressly required to be provided by this Contract. In addition, Contractor and all Subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt

items. Contractor's contracts with all Subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas sales and use taxes. The Certification is included as Attachment A.

17. **NUMBER OF SIGNED SETS OF DOCUMENTS.** The Contract Documents will be prepared in at least four original sets for signature, one for delivery to the successful bidder. Owner will furnish the successful bidder six sets of Plans and three sets of Technical Specifications free of charge, and additional sets may be obtained from Engineer at Engineer's reproduction rates. The successful bidder shall provide five signed originals of each of the Bonds to be bound with the Contract Documents.

18. **WORKER'S COMPENSATION INSURANCE.** See section entitled "WORKER'S COMPENSATION INSURANCE COVERAGE" in Article VI, Contractor's Responsibilities / Indemnities, of the Contract.

19. **SOILS REPORT.** If provided, any soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Contractor is expected to examine the Site and such reports, and then decide for itself the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

20. **LABOR CLASSIFICATION AND MINIMUM WAGE SCALE.**

(A) **General:** Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for Bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or subcontractors shall pay, as penalty, to Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them on the construction of the Project and to show the accrual per diem wages paid to each worker. These records are open to the inspection of Owner.

(B) The minimum wage rates that apply to this Contract are those shown in Attachment B. Contractor and subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

SUPPLEMENTAL CONDITIONS

1. ELECTRONIC DATA. ENGINEER or OWNER may, for convenience and expediency, furnish data in electronic format, including but not limited to, CAD files. Before receiving electronic drawings, CONTRACTOR is required to execute a disclaimer specifically relating to electronic documents. ENGINEER and OWNER make no representations or ENGINEER or OWNER may, for convenience and expediency, furnish data in electronic format, including but not limited to, CAD files. Before receiving electronic drawings CONTRACTOR is required to execute a disclaimer specifically relating to electronic documents. ENGINEER and OWNER make no representations or guarantees that the electronic format used will be compatible with CONTRACTOR's operating systems, software or hardware.

CONTRACTOR shall immediately notify ENGINEER if it is unable to access electronic data or if electronic data appears inconsistent with hard copy documents.

2. SURVEYING; LINES AND GRADES. Owner will set limited control stakes (reference points) one time only. Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be considered for, or on account of any alleged inaccuracies, or for alterations subsequently rendered necessary on account of such alleged inaccuracies, unless Contractor notifies ENGINEER in writing before commencing work thereon. Contractor shall be responsible for construction staking.

Contractor shall protect stakes and pay all costs involved in any restaking. Stakes will be furnished as required by Contractor within 72 hours after written notification to ENGINEER by Contractor.

3. The following paragraphs are hereby added to the section entitled "PROGRESS PAYMENTS" of the Agreement:

The CONTRACTOR shall meet with the project representative of the ENGINEER prior to submittal of pay requests to verify the quantities of items being requested for payment.

CONTRACTOR is notified that its late, incorrect, or incomplete submission will delay any payment due for that draw period, and may delay payment until the next scheduled draw payment.

With each pay application the CONTRACTOR must submit Progress Estimate Form, Conditional Waiver and Release on Progress Payment, Unconditional Waiver and Release on Progress Payment (for previous estimates), Affidavit of Bills Paid, project schedule showing quantities billed to date (signed off on by LJA representative in the field), Consent of Surety to Reduction in Retainage, if any, with final pay applications the CONTRACTOR must submit Progress Estimate Form, Conditional Waiver and Release on Final Payment, Unconditional Waiver and Release on Progress Payment (for previous estimates), Affidavit of Bills Paid, Contractor's Affidavit of Construction Compliance, As-Built Drawings, Maintenance Bond, Consent of Surety to Final Payment, receipts from agencies to show all inspection and maintenance fees have been paid, and any other documentation required by the ENGINEER.

Final pay estimates will not be approved by the ENGINEER until all acceptances have been made by the OWNER and governmental bodies having jurisdiction. Partial payment to the CONTRACTOR of the final progress payment does not constitute final acceptance of the Project by the OWNER/ENGINEER.

Retainage will be released in accordance with and per the terms of the Contract. Completion of punch list items is required along with the issuance of appropriate "completion" and acceptance" letters and certificates, and the execution and delivery of such other affidavits and lien waivers, and upon acceptance of the Project by the OWNER, ENGINEER, and as applicable by the Developer.

Partial release of retainage shall be only with the consent of surety.

4. The following paragraph is hereby added to the section entitled "ESTIMATED QUANTITIES" of the Agreement:

Payment for excavation and fill will be based on the quantities shown on the Bid Proposal. If the CONTRACTOR thinks that more or less excavation or fill is required than called for in the bid items, it should adjust the Unit Prices on its Bid Proposal accordingly. No additional compensations will be allowed for excavating or filling more or less than the indicated cubic yards of material as long as the Project is completed in accordance with the lines and grades shown in the construction drawings. If during the course of this Contract, and in the opinion of the ENGINEER, it becomes necessary to adjust the lines and grades of the drawings, the resulting change in excavation or fill quantities will be calculated by the ENGINEER and an appropriate change order will be issued reflecting the change in the excavation or fill quantities.

Conroe Municipal Management District No. 1

PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS Contract Date _____

COUNTY OF _____ Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER Conroe Municipal Management District No. 1

PENAL SUM OF BOND (in words and figures) _____
/100th Dollars (\$ _____), being 100 percent of the Contract Price.

CONTRACT for Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 for Conroe Municipal Management District No. 1, Montgomery County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

PRINCIPAL
By _____
Name _____
Title _____
Address _____

ATTEST
By _____
Name _____
Title _____

(SEAL)

SURETY
By _____
Name _____
Title _____

(SEAL)

ATTEST
By _____
Name _____
Title _____

Physical Address:

Mailing Address:

Telephone: _____

Local Recording Agent Personal Identification Number:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)

Surety must attach its original Power of Attorney to this bond.

ATTACH POWER OF ATTORNEY

Conroe Municipal Management District No. 1

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____

Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER Conroe Municipal Management District No. 1

PENAL SUM OF BOND (in words and figures) _____
/100th Dollars (\$ _____), being 100 percent of the Contract Price.

CONTRACT for Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 for Conroe Municipal Management District No. 1, Montgomery County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, dated the same date as this bond, which Contract is incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated material performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

_____ ATTEST
 PRINCIPAL
 By _____ By _____
 Name _____ Name _____
 Title _____ Title _____
 Address _____
 _____ (SEAL)

_____ ATTEST
 SURETY
 By _____ By _____
 Name _____ Name _____
 Title _____ Title _____
 (SEAL) Physical Address:

 Mailing Address:

 Telephone: _____

Local Recording Agent Personal Identification Number:

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)

ATTACH POWER OF ATTORNEY

Conroe Municipal Management District No. 1

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF _____

Date Bond Executed _____

PRINCIPAL _____

SURETY _____

OWNER Conroe Municipal Management District No. 1

PENAL SUM OF BOND (in words and figures) _____
_____/100th Dollars (\$ _____), being 100 percent of the Contract Price.

CONTRACT for Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 for Conroe Municipal Management District No. 1, Montgomery County, Texas. (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, dated the same date as this bond, which Contract is incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principle fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in the consequence thereof.

Surety herby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

PRINCIPAL

ATTEST

By _____
Name _____
Title _____
Address _____

By _____
Name _____
Title _____

(SEAL)

SURETY

ATTEST

By _____
Name _____
Title _____
(SEAL)

By _____
Name _____
Title _____

Physical Address:

Mailing Address:

Telephone: _____

Local Recording Agent Personal Identification Number:

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

ATTACH POWER OF ATTORNEY

STATEMENT OF QUALIFICATIONS

Bidder shall submit the Statement of Qualifications to the Engineer. All questions must be answered and the data given must be clear and comprehensive. This Statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information.

1. Submitted By: _____

2. Principal office, address and telephone number: _____

3. How many years has your Organization been in business as a Contractor? _____
If less than five years, identify all principals or officers of your Organization that have been in business as a Contractor for five years, the name of the prior Organization for each principal or officer.

4. How many years has your Organization been in business under its present name?

5. If your Organization is a corporation, answer the following:
Date of incorporation: _____
State of incorporation: _____
President's name: _____
Vice President's name(s): _____

Secretary's name: _____
Treasurer's name: _____
Other Officers: _____

6. If your Organization is a partnership, answer the following:
Date of Organization: _____
Type of partnership (if applicable): _____
Name(s) of general partners(s): _____

7. If your Organization is individually owned, answer the following:
 Date of Organization: _____
 Name of Owner: _____
8. Has your Organization ever failed to complete any work awarded to it? _____
 If yes, submit details identifying the Project, the Owner and explaining fully the failure and the circumstances.
 Has your Organization ever been awarded a bonus for early completion of work?
 _____ Yes _____ No. If yes, give details of job and incentives.
9. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Organization or its officers? _____ If yes, attach details for each.
10. Has your Organization ever filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? _____ If yes, attach details for each.
11. Other than lawsuits or arbitrations explained in 9 or 10 above, has your Organization ever been a party to a lawsuit or arbitration with regard to construction contracts within the last five years? _____ If yes, attach details for each.
12. Within the last five years, has any officer or principal of your Organization ever been an officer or principal of another Organization when it failed to complete a construction contract or was a party to a lawsuit or arbitration? _____ If yes, please attach details for each.
13. Has your Organization ever been assessed liquidated damages or an economic disincentive on any project? _____ Provide explanation of contract, circumstances and manner addressed by your Organization.
14. On a separate sheet, list the major contracts your Organization has completed in the past two years, giving the name of the project, owner, engineer, contract amount, date of completion and percentage of work performed by your Organization.
15. On a separate sheet, list the major contracts (over \$1,000,000) your Organization has in progress, giving the name of the project, owner, engineer, contract amount, percent complete, start date and scheduled completion date.
16. State the average annual dollar amount of work performed by your Organization during the last five years.

17. Attach statements of background and experience of the principle members of your Organization, including the officers and the person who may be the superintendent and project manager for this Contract.
18. Identify recent projects similar in type and size to this Contract. List the names and phone numbers of references for each if not previously noted above. _____

19. List all projects completed or started by your Organization within the last two (2) years

listing the owner, a contact reference, superintendent in charge and indicate whether you were the general or a sub contractor. State what jurisdictions provided and/or required inspections and observed the work performed. _____

20. Attach a list of equipment your Organization owns which is available for this contract.

21. Bonding Capacity: _____

Name of bonding company: _____

Name of principal being bonded: _____

Name, address and telephone number of agent/broker: _____

22. If requested by Engineer or Owner, attach a financial statement, the name of the Organization preparing the statement and whether the statement is audited.

23. Is the attached financial statement for the identical Organization named on page five?

24. If not, explain the relationship and financial responsibility of the Organization whose financial statement is provided (e.g., parent-subsidiary). _____

25. Attach copies of Certificates of Good Standing from the Secretary of State's Office for the company, corporation or entity.

[EXECUTION PAGE TO FOLLOW]

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the ENGINEER, (Conroe Municipal Management District No. 1) The Owner, or their agents, collectively, in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated this _____ day of _____, 2024.

Bidder _____

By _____

Title _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2024,
did appear _____ of _____
and affix the above noted signature.

Notary Public: _____

Printed Name: _____

My Commission Expires: _____ (Seal)

_____, being duly sworn, deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct and sufficiently complete so as not to be misleading.

Signature

Date

Title

Subscribed and sworn to before me this _____ day of _____, 2024

(Seal)

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

HOLD HARMLESS AGREEMENT

Date: _____

To: LJA Engineering, Inc. _____

Re: Construction of the Water, Sanitary Sewer, Drainage Facilities
& Paving and Appurtenances to Serve Grand Central Park Section 37

LJA Job No: 2274-0037B & 2274-0037C _____

Hold harmless agreement: We have requested and are receiving electronic media containing intermediate survey and design information, not intended for construction or design. We agree to hold LJA Engineering, Inc. harmless for any defects in this data, including all assumptions made from or using this preliminary data. We agree that it shall be our responsibility to reconcile this electronic data with the construction plans, recorded plats, and specifications, and that only the construction plans, recorded plats, and specifications shall be regarded as the contract documentation for this project. In addition, we agree not to modify this information in any way and we agree not to release this information to any other parties.

The undersigned acknowledges his/her receipt of the electronic information, concurrence with the above statement and that he/she is an officer of _____ with authority to sign this document.

Accepted by: _____

Name: _____

Title: _____

Company: _____

Date: _____

PROGRESS ESTIMATE

Project: Construction of the Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37
Conroe Municipal Management District No. 1
City of Conroe
Montgomery County, Texas

LJA Job No. 2274-0037B & 2274-0037C Estimate No. _____
For Period From _____ to _____
Contract Completion Date: _____
Notice to Proceed Date: _____
Approved Time Extensions: _____
Revised Contract Completion Date: _____

Contract Date: _____

TOTAL AMOUNT WORK:
DONE TO DATE: \$ _____

Original Contract Amount: \$ _____

Less Late Start Amount: (\$ _____)

Revised Contract Amount: \$ _____

Less Amount Retained: (\$ _____)

Final Contract Amount: \$ _____

Less Previous Payments: (\$ _____)

Less Economic Disincentives: (\$ _____)

AMOUNT DUE
CONTRACTOR: \$ _____

Owner: Conroe Municipal Management District No. 1

Contractor:

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all items, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

Contractor

Signature

Date

Title

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a periodic basis to observe construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: _____

OWNER'S ACCEPTANCE: _____ DATE: _____

REQUEST FOR EXTENSION OF TIME

Project: Construction of the Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37

Owner: Conroe Municipal Management District No. 1

Attention: _____ Date: _____

LJA Job No: 2274-0037B & 2274-0037C

Gentlemen:

We request extension of completion time on our Contract in the amount of _____ Calendar/Working Days specified as follows: (Please circle day of the month)

Month: _____ Year _____

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

Reasons for Request: _____

Contractor

Signature

_____ Recommend approval for extension of ____ calendar/working days.
_____ Recommend disapproval. (See following comments)

Reviewed By: _____ Date: _____ Project Representative
Approved By: _____ Date: _____ Project Manager

FORM I: CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37

Job No. 2274-0037B & 2274-0037C

On receipt by the signer of this document of a check from Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (owner) located at Montgomery County, Texas (location) to the following extent: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The Signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(Company Name)

By: _____
(Signature)

Title: _____

Date: _____

FORM 2: UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand

Central Park Section 37

Job No.: 2274-0037B & 2274-0037C

The signer of this document has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property or to Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (person with whom signer contracted) on the property of Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (owner) located at Montgomery County, Texas (location) to the following extent: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(Company Name)

By: _____
(Signature)

Title: _____

Date: _____

FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT

* * * * *

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand
Central Park Section 37

Job No.: 2274-0037B & 2274-0037C

On receipt by the signer of this document of a check from Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (owner) located at Montgomery County, Texas (location) to the following extent: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

(Company Name)

By: _____
(Signature)

Title: _____

Date: _____

FORM 4: UNCONDITIONAL WAIVER FOR FINAL PAYMENT

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37

Job No.: 2274-0037B & 2274-0037C

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (person with whom signer contracted) on the property of Conroe Municipal Management District No. 1 / GCP Loan Subsidiary 1, L.P. (owner) located at Montgomery County, Texas (location) to the following extent: Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37 (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

(Company Name)

By: _____
(Signature)

Title: _____

Date: _____

AFFIDAVIT OF BILLS PAID
(TO BE FILED WITH FINAL PAY ESTIMATE ONLY)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____

representing Contractor under the following Contract:

Owner: Conroe Municipal Management District No. 1

Contractor: _____

Date: _____

Project: Construction of the Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37

LJA Job No.: 2274-0037B & 2274-0037C

The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.

2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.

3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees and attorney fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By _____

Name _____

Title _____

Subscribed and sworn before me, the undersigned authority, on this the _____ day _____ of _____, 20_____.

Notary Public in and for the State of Texas

STAKING REQUEST FORM

Project Name: Construction of the Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances to Serve Grand Central Park Section 37

LJA Job No.: 2274-0037B & 2274-0037C

Description of Control Staking Requested: _____

(Note: Please describe streets, stationing, limits, type of staking, etc.)

Date Requested: _____ Time Requested: _____

Requested By: _____ Phone No.: _____
(Name, Title)

Stakes Needed By: _____
(Date)

Staking Request Form must be submitted 3 working days in advance in order to assure adequate time for scheduling and staking of areas requested. All requests must be made in writing and a return phone number must be provided. Designated limits must be suitable for construction staking at time of request or request will be considered void and re-submittal will be required.

SEND ALL REQUESTS TO:

HAYDEN RICE, PE - LJA ENGINEERING, INC.

Email: hrice@lja.com

Phone No. 713.358.8846

KEVIN PATRANELLA – CARLOMAGNO SURVEYING, INC

Fax No.: 979.775.4787

Phone No.: 979.571.9189

GENE BAKER, GBI PARTNERS, L.P.

Phone No.: 281.499.4539

JIM DYER, GBI PARTNERS, L.P.

Phone No.: 281.499.4539

