

CITY OF PFLUGERVILLE PROPOSAL AND BID SCHEDULE

Proposal of Texas Materials Group (hereinafter called "Bidder"), doing business as a corporation / a partnership / an individual (strike out inapplicable terms), to the CITY OF PFLUGERVILLE (hereinafter called "Owner").

City of Pflugerville:

The Bidder, in compliance with your invitation for bids for the construction of Heatherwilde Pavement Rehabilitation Phase III Project, having examined the Plans and Specifications and related documents, the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including materials and supplies, and to construct the project in accordance with the Plans, Specifications and Contract Documents, within the time set forth therein, and in performing the Work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to Substantially and Finally Complete the Work within forty-five (45) [fifty (50) w/ alternate] and sixty (60) [sixty-five (65) w/ alternate] consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum set forth in the City of Pflugerville Standard Capital Improvement Project (CIP) Construction Agreement between City and Contractor for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDA:

Addendum No. 1 dated <u>N/A</u>	Received <u>—</u>
Addendum No. 2 dated <u>N/A</u>	Received <u>—</u>

BID SCHEDULE

Project Name: Heatherwilde Phase III Pavement Rehabilitation

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

UNIT PRICE SCHEDULE FOR Heatherwilde Phase III Pavement Rehabilitation 1201 S Heatherwilde Blvd to Post Office Driveway						
BID ITEM	SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	3405-B	HOT MIX ASPHALT CONCRETE PAVEMENT (4 IN) (TY-C)	23653	SY	\$ 32.96	\$ 779,602.88
2	3405-B	HOT MIX ASPHALT CONCRETE PAVEMENT (6 IN) (TY-B)	2008	SY	\$ 55.13	\$ 110,701.04
3	3065-A	PRIME COAT	4731	GAL	\$ 5.87	\$ 27,770.97
4	3155-A	MILL ASPHALT AND EXISTING BASE (4 IN)	21645	SY	\$ 8.58	\$ 185,714.10
5	3155-A	MILL ASPHALT AND EXISTING BASE (10 IN)	2008	SY	\$ 19.19	\$ 38,533.52
6	1015-B	PREPARING ROW	40	STA	\$ 250.00	\$ 10,000.00
7	SS 01000	FIELD ENGINEERED CURB RAMPS	10	EA	\$ 1,000.00	\$ 10,000.00
8	8605-C	REFLECTORIZED PAV MRK (W) 24" (SLD)	512	LF	\$ 12.00	\$ 6,144.00
9	8605-C	REFLECTORIZED PAV MRK (W) 4" (BRK)	7633	LF	\$ 0.25	\$ 1,908.25
10	8605-C	REFLECTORIZED PAV MRK (W) 8" (SLD)	1483	LF	\$ 2.70	\$ 4,004.10
11	8605-C	REFLECTORIZED PAV MRK (W) 12" (SLD)	398	LF	\$ 3.70	\$ 1,472.60
12	8605	REFLECTORIZED PAV MRK (W) (ARROW)	10	EA	\$ 110.00	\$ 1,100.00
13	8605	REFLECTORIZED PAV MRK (W) (WORD)	14	EA	\$ 175.00	\$ 2,450.00
14	8635-2	RPM TY I-C	170	EA	\$ 5.00	\$ 850.00
15	8635-4	RPM DOUBLE BLUE	13	EA	\$ 15.00	\$ 195.00
16	642S	INLET PROTECTION	285	LF	\$ 25.00	\$ 7,125.00
17	8025-BCIP	CIP SIGN	2	EA	\$ 1,000.00	\$ 2,000.00
18	642S	CONCRETE WASHOUT	1	EA	\$ 1,000.00	\$ 1,000.00
19	8035-MO	TRAFFIC CONTROL	2	MO	\$ 26,250.00	\$ 52,500.00
20	4325-R	SIDEWALK RECONSTRUCTION (INCLUDING REMOVAL OF EXISTING) (4 IN)	100	SF	\$ 45.00	\$ 4,500.00
21	1045-A	CONCRETE CURB AND GUTTER (REMOVAL)	5	LF	\$ 250.00	\$ 1,250.00
22	4305-B	CONCRETE CURB AND GUTTER	5	LF	\$ 500.00	\$ 2,500.00
23	TxDOT 618	2-IN PVC CONDUIT	288	LF	\$ 10.00	\$ 2,880.00
24	TxDOT 618	3-IN PVC CONUIT	579	LF	\$ 12.00	\$ 6,948.00
25	7005-TM	MOBILIZATION	1	LS	\$ 45,000.00	\$ 45,000.00

ADDITIVE ALTERNATIVE #1
Heatherwilde Phase III Pavement Rehabilitation
Wells Branch Pkwy to 1201 S Heatherwilde Blvd

BID ITEM	SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	340S-B	HOT MIX ASPHALT CONCRETE PAVEMENT (4 IN) (TY-C)	8998	SY	\$ 31.93	\$ 287,306.14
2	306S-A	PRIME COAT	1800	GAL	\$ 5.23	\$ 9,414.00
3	315S-A	MILL ASPHALT AND EXISTING BASE (4 IN)	8998	SY	\$ 8.25	\$ 74,233.50
4	101S-B	PREPARING ROW	18	STA	\$ 250.00	\$ 4,500.00
5	860S-C	REFLECTORIZED PAV MRK (W) 4" (BRK)	3528	LF	\$ 0.25	\$ 882.00
6	860S-C	REFLECTORIZED PAV MRK (W) 8" (SLD)	474	LF	\$ 2.70	\$ 1,279.80
7	860S-C	REFLECTORIZED PAV MRK (W) 8" (DOT)	93	LF	\$ 3.00	\$ 279.00
8	860S	REFLECTORIZED PAV MRK (W) (ARROW)	1	EA	\$ 110.00	\$ 110.00
9	860S	REFLECTORIZED PAV MRK (W) (WORD)	1	EA	\$ 175.00	\$ 175.00
10	863S-2	RPM TY I-C	68	EA	\$ 5.00	\$ 340.00
11	863S-4	RPM DOUBLE BLUE	4	EA	\$ 15.00	\$ 60.00
12	642S	INLET PROTECTION	90	LF	\$ 25.00	\$ 2,250.00
13	803S-MO	TRAFFIC CONTROL	0.25	MO	\$ 56,000.00	\$ 14,000.00
14	700S-TM	MOBILIZATION	1	LS	\$ 8,557.93	\$ 8,557.93

TOTAL AMOUNT OF BASE BID

BASE \$ 1,306,149.46

TOTAL AMOUNT OF ADD ALT #1

ADD ALT 1 \$ 403,387.37

TOTAL AMOUNT OF BASE BID + ADD ALT #1

TOTAL \$ 1,709,536.83

DISCLAIMER:

USE OF ELECTRONIC FILE IS FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPER CALCULATION OF BID AMOUNTS AND SUMMATION. NEITHER THE CITY NOR THE ENGINEER WILL BE HELD LIABLE FOR BID ERRORS.

Bidder hereby acknowledges and agrees that the description of Work to be done at unit prices is intended principally to serve as a guide in evaluating bids and is not intended to fully describe all Work required.

Bidder further agrees that the Work to be done and material to be furnished at unit prices may be increased or diminished as may be considered necessary in the opinion of the Design Consultant and approved by the Owner to complete the Work fully as planned and contemplated, and that estimated quantities may be increased to cover additional work ordered by the Design Consultant and approved by the Owner, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of the work so ordered.

Bidder hereby represents that the foregoing prices shall include all labor, materials, removal, overhead, profit, insurance, and any other costs from whatever source derived necessary to cover the finished work called for to complete the project. Changes shall be processed in accordance with applicable provisions of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and also reserves all other rights afforded under applicable law whether stated in the Owner's proposal or not.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing and opening time for receiving bids.

Upon receipt of written Notice of Award of contract based on this bid, Bidder will execute the formal contract attached and deliver performance and payment bonds as required by the Contract Documents within ten (10) days.

The bid security attached in the sum of five Percent (five percent (5%) of the bid amount) shall become the property of the Owner in the event the contract and performance and payment bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder represents that the following Architects, Engineers, Consultants, Sub-Consultants, job-site superintendents, Subcontractors and suppliers, as applicable, shall be involved in Project construction.

DIJ

(Attach additional sheet if necessary)

Respectfully submitted:

Bidder: Texas Materials Group, Inc.
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: ROBERT BANKS
(typed or printed)

Title: ASST SECRETARY
(typed or printed)

Date: 4/19/2022
(typed or printed)

Business Address:

1320 Arrow Point Dr
Suite 600
Cedar Park, TX 78613

Email: _____

Phone: _____

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

(Seal – if bid by a corporation)

ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
TEXAS MATERIALS GROUP, INC.

The undersigned, being all of the members of the Board of Directors of Texas Materials Group, Inc., a Delaware corporation (the “*Corporation*”), do hereby, pursuant to applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective March 16, 2022, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Aaron Price	President
Kristin Davis	Secretary/Treasurer
Kal A. Kincaid	Vice President/Assistant Secretary
John Shogren	Vice President/Assistant Secretary
Nicholas Schack	Vice President/Assistant Secretary
Mike Brown	Vice President/Assistant Secretary
Derek Angel	Vice President/Assistant Secretary
David M. Toolan	Admin. Vice President/Assistant Secretary
Robert Banks	Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Jessica Aldrich	Assistant Secretary/Assistant Treasurer
Michael F. Deaton	Assistant Secretary
Rodney McCarn	Assistant Secretary
Tim George	Assistant Secretary
William P. Jones	Assistant Secretary
David C. Lewis	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective August 10, 2021 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Robert Brown	Kaylon Page
Wayne Sweet	Barry Egbert
James A. Connor	Ron Stinson
Dean Donnellan	Stephen Koonce
Lance Phillips	Artie Tucker
David Reese	Ben Liggett
Scott Blanchard	Brian Miller
Angela Kvarme	TJ Brown
Lisa Roberts	Robert Alvis
Derek Schluterman	Tom Hershberger
Sam Davis	Kelly Andrews
Kevin Guy	Phillip King
Kirk Morris	Ben Wibbenmeyer
Roger Haydon	Kyle Lewis
Keith Pierson	Jacob Trim
Chris Michael	Dean W. Buchanan

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Gulf Coast, A CRH company
Texas Bit, A CRH company
Texas Concrete, A CRH company
Texas Materials, A CRH company

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:

6DBD0A4A9D404EA...
John J. Keating

DocuSigned by:

F877D38C11274ED...
Aaron Price

**CITY OF PFLUGERVILLE STATE OF TEXAS TAX CODE,
CHAPTER 151 COMPLIANCE CERTIFICATE**

Contractor shall comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Contractor hereby certifies that the Contract Sum is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>1,701,036.83</u>
Taxable products, materials, and services (See Note 3)	\$	<u>8,500</u>
Total (See Note 4)	\$	<u>1,709,536.83</u>

Contractor: Texas Materials Group, Inc.
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: ROBERT BANKS
(typed or printed)

Title: Asst SECRETARY
(typed or printed)

Business Address:

1320 Arrow Point Dr.
Suite 600
Cedar Park, TX 78613

Phone: 512-461-6845 Email: John.Thomas@Texasmaterials.com

Note:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the Project constructed for the City or are necessary and essential for providing the Work and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Project Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the service and is integral to completing the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the City's Project or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Sum.

END OF SECTION

CITY OF PFLUGERVILLE COMPLIANCE TO TEXAS STATE

LAW REGARDING NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the state of Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Any determination of state bidder preference law is based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: TEXAS MATERIALS GROUP, INC.
(typed or printed name of organization)

Signature: 
(individual’s signature)

Name: ROBERT BANKS
(typed or printed)

Title: ASST SECRETARY
(typed or printed)

Business Address:
1320 Arrow Point Dr.
Suite 600
Cedar Park, TX 78613

Phone: 512-461-6845 Email: John.Thomas@TexasMaterials.com
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7 _____
Signature of vendor doing business with the governmental entity

4/19/22
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF PFLUGERVILLE NON-COLLUSION CERTIFICATION

STATE OF Texas
COUNTY OF Williamson

Contractor: [Buyer]
[Street address]
[City, state, zip code]

Contract: **Heatherwilde Pavement Rehabilitation Phase III**
[Project number]

Contractor certifies that it has not been a party to any collusion among Contractors in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the City as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Contractors and any official of the City concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Contractor: Texas Materials Group, Inc.
(typed or printed name of organization)

Signature: Robert Banks
(individual's signature)

Name: ROBERT BANKS
(typed or printed)

Title: ASST SECRETARY
(typed or printed)

Business Address:
1320 Arrow Point Dr.
Suite 600
Cedar Park, TX 78613

Phone: 512-461-6845 Email: John.Thomas@Texasmaterials.com
(Attach evidence of authority to sign if Contractor is a corporation, partnership, or a joint venture.)

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-LIB-22-095

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Texas Materials Group, Inc.

1320 Arrow Point Drive, Suite 600

Cedar Park, TX 78613

OWNER:

(Name, legal status and address)

City of Pflugerville

100 East Main Street

Pflugerville, TX 78691-0589

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Heatherwilde Pavement Rehabilitation Phase III Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2022

(Witness)

(Witness)

Jessica Richmond, Witness

Texas Materials Group, Inc.

(Principal)

(Title)

(Surety)

(Title)

(Seal)

(Seal)

Stephanie Gross, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204862-022001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea Nielson; Jessica Richmond; Joyce A. Johnson; Philip N. Bair; Stephanie Gross

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.