

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CONSTRUCTION OF

2023 SPORTSPLEX DR MAINTENANCE PROJECT  
(#MAINT-2023-0001)

Prepared For:



DRIPPING SPRINGS  
Texas

511 Mercer Street  
Dripping Springs, Texas 78620  
(512) 858-4725

Prepared by:



9701 Brodie Lane  
Austin, Texas 78748  
Ph: 512.220.8100  
TBPE Registration # F-9266

April 2023



26 Apr 23

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

**DIVISION A**  
**BIDDING INFORMATION & REQUIREMENTS**

## NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, May 18, 2023**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

### “2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs  
511 Mercer St.  
Dripping Springs, Texas, 78620**

*2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001) generally includes: 8,712 square yards of hot-mix asphaltic overlay pavement, 2,722 square yards of hot-mix asphaltic concrete pavement repair, signs, and pavement markings.*

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 27, 2023**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

An **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, May 4, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

## INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
  - *Sign Bid*
  - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
  - List *Unit Bid Price* for each item
  - List *Total Amount of Bid*
  - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
  - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Tuesday May 9, 2023**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at [cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com) and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.



**DIVISION B  
BID PROPOSAL**

Project: **2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs  
City Hall  
511 Mercer St.  
Dripping Springs, Texas 78620

FROM: Lone Star Paving  
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	<u>1</u>	Dated:	<u>5/12/23</u>
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
  - B. Non-Collusion Affidavit
  - C. Conflict of Interest Statement
  - D. Information From Bidders

RESPECTFULLY SUBMITTED on May 17<sup>th</sup>, 2023.

By:   
(Authorized Signature)

Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Paul Brown UP Estimating  
(Typed or Printed Name and Title)

Bidder: Lone Star Paving  
(Name of Company)

Business Address: 11675 Jollyville Rd Ste 150  
Austin, Tx 78759

Telephone No: 512-925-9558

IF Bidder is a Corporation:

ATTEST

  
(Signature of Witness) (Corporate Seal)

\_\_\_\_\_  
(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

**ADDENDUM NO. 1**

Project: **MAINT 2023-0001 – SPORTSPLEX DR**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 12<sup>th</sup>, 2023**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

**BEGIN REVISIONS**

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**1. Contractor Questions**

1. *Question:* Is there a Geotech report available or any information on whats already existing?  
*Response:* A Geotech report is not available for this project. The existing pavement section noted in the original project's as-built plans is 2" HMAC & 11.5" Base.
2. *Question:* In the notes related to pay Item it states "Where Hays Co Spec for Roadway Design & Paving are in Conflict with TXDOT Spec Listed above Hays Co Spec shall supersede." I just want to clarify that we will have to use the Hays Co. TY D 64-22 Super Pave(Current Hays Co Subdivision Spec) in place of the TY D 70-22 TXDOT? This mix is roughly \$20/ton more expensive than the TY D 70-22. I would also like to make sure the other bidders are aware of this since the Hays Co spec seems to change every year.  
*Response:* HMAC shall be per TxDOT ITEM 3076 TY D 70-22.
3. *Question:* TXDOT Spec for the Minimum Thickness of TY B is 2.5" due to the Size of Aggregate in the mix, this is calling for 2" on Base Bid & Add Alt 1.  
*Response:* HMAC TY B has been removed from the plans and bid form. Please see attached revised bid documents.
4. *Question:* Bid Form Item 2 Flexible Pavement Repair 4" – is this just the demo item? As the TY B is called out on item 21. Typically the flexible item includes the HMAC.  
*Response:* All asphalt placement is paid for by Item 3076.  
*For base bid work:* Item 351 – Flexible Pavement Structure Repair shall include: sawcutting, removal of existing material, reshaping, preparing and compacting existing base material for areas identified as pavement repair in the plans.  
*For Add Alt 1 work:* Item 351 – Flexible Pavement Structure Repair shall include: Reshaping, preparing and compacting existing base material for the entire roadway shown in the plans.  
Removal of existing asphalt and base material is paid for by item 0354 for Add Alt 1 work.
5. *Question:* Can we add a Traffic Control Item to each Variation/Alternate? as switching from base work to all mill and pave will change the duration of the project

*Response: Yes. Traffic Control item is now included with each Add Alternate option in the plans quantity summary and the bid form.*

**2. Contract Documents and Specifications:**

Section B-1 BID FORM

REPLACE – Bid form in its entirety with the bid form attached to this addendum.

**3. Construction Plan Revisions**

Sheet 1 of 18 – COVER SHEET

UPDATE - Seal Dates and note Addendum 01 in Revision Block.

Sheet 3 of 18 – SCHEDULE OF QUANTITIES

REPLACE – Sheet with the attached version.

Sheet 7 of 18 – PAVING DETAILS

REPLACE – Sheet with the attached version.

**END REVISIONS**

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**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.**

Revisions By:

  
Chad Gilpin, PE  
City Engineer



5-12-2023

**BID BOND**  
**(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Lone Star Paving as Principal, and Continent Casualty Company as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of Five Percent of Greatest Amount Bid (5% of G.A.B.); for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 18th day of May, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the 2023 SPORTSPLEX DR MAINTENANCE PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Lone Star Paving  
Principal (Seal)

Continental Casualty Company  
Surety (Seal)

By: *Paul Brown*  
Signature

By: *Brent M. Blonigan*  
Signature

Paul L Brown  
Print Name

Brent M. Blonigan, Attorney-in-Fact  
Print Name

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually**

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of June, 2021.

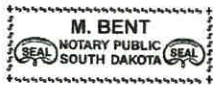


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

*M. Bent*  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of May, 2023.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012



## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

**State of Texas**

**Claim Notice Endorsement**

To be attached to and form a part of Bond No.           N/A          .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606**

**Telephone: 1-877-672-6115**

Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:  
CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:  
CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BIDDER will complete the Work for the following prices:

**BASE BID**

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	1,743	\$ <u>6.25</u>	\$ <u>10893.75</u>
2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>9.19</u>	\$ <u>25219.69</u>
3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>4.69</u>	\$ <u>27970.31</u>
4	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ <u>4375.00</u>	\$ <u>4375.00</u>
5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>11250.00</u>	\$ <u>11250.00</u>
6	0644 6060	IN SM RD SN SUP&AM TWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>750.00</u>	\$ <u>6750.00</u>
7	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	314	\$ <u>3.75</u>	\$ <u>1177.50</u>
8	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	230	\$ <u>15.00</u>	\$ <u>3450.00</u>
9	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ <u>312.50</u>	\$ <u>1875.00</u>
10	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>500.00</u>	\$ <u>4500.00</u>
11	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	4,947	\$ <u>1.25</u>	\$ <u>6183.75</u>
12	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	451	\$ <u>1.56</u>	\$ <u>704.69</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	123	\$ <u>7.50</u>	\$ <u>922.50</u>
14	0666 6178	REFL PAV MRK TY II (W)8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ <u>1.88</u>	\$ <u>56.25</u>
15	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
16	0666 6192	REFL PAV MRK TY II (W)(WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ <u>187.50</u>	\$ <u>187.50</u>
17	0666 6207	REFL PAV MRK TY II (Y)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	62	\$ <u>1.25</u>	\$ <u>77.50</u>
18	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	16	\$ <u>15.00</u>	\$ <u>240.00</u>
19	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	105	\$ <u>15.00</u>	\$ <u>1575.00</u>
20	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
21	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>21.25</u>	\$ <u>126,798.75</u>
22	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>42.00</u>	\$ <u>115,290.00</u>

(1)		TOTAL BASE BID (BID ITEMS 1-22) for _____ dollars and _____ cents			\$ <u>/</u>	\$ <u>351,387.19</u>
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**ADD ALTERNATE #1**

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")* for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ <u>9.19</u>	( \$ <u>25,219.69</u> )
A1-2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")** for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63,706.50</u>
A1-3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	-5,967	\$ <u>4.69</u>	( \$ <u>27,970.31</u> )
A1-4	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4") for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63,706.50</u>
A1-5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	-1	\$ <u>11,250.00</u>	( \$ <u>11,250.00</u> )
A1-6	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (ADD ALT 1) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
A1-7	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	-5,967	\$ <u>21.25</u>	( \$ <u>126,798.75</u> )
A1-8	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	5,967	\$ <u>40.00</u>	\$ <u>238,680.00</u>

(2)		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-8) for _____ dollars and _____ cents			\$ <u>—</u>	\$ <u>189,854.25</u>
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\* Base Bid Quantity  
\*\* Add Alt 1 Quantity


**BID SUMMARY AND TOTALS**

(1) BASE BID SUBTOTAL \$	<u>351,387.19</u>
(2) BASE BID-A SUBTOTAL \$	<u>189,854.25</u>
<b>(1+2) TOTAL AMOUNT BID (BASE BID + BASE BID ADD ALT 1) \$</b>	<b><u>541,241.44</u></b>


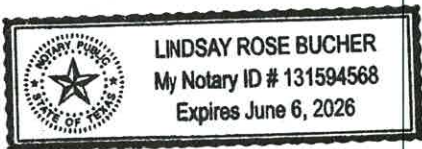
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

<b>Printed name of person submitting form:</b>  Paul L Brown
<b>Name of Company:</b>  Long Star Paving
<b>Date:</b>  5/10/23
<b>Signature of person submitting form:</b>  

NOTARIZED:

<b>Sworn and subscribed before me,</b> by  on 5/10/23 (date)	
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**NON-COLLUSION AFFIDAVIT  
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is Lone Star Paving  
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]  
Signature of

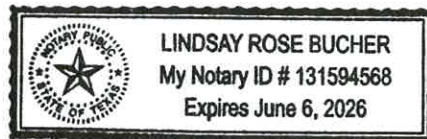
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 10<sup>th</sup> day of May, 2023.

[Signature]  
Notary Public

My Commission expires:

June 4, 2026





INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: City of Bee Caves Street Imp  
Project Owner: City of Bee Caves  
Owner Contact Person & Phone No.: Kevin Sawtelle 512-767-6615  
Value of Contract: \$ 1,835,631.85  
Date Completed: 11/20/2019  
Bidder's Project Manager: ~~Paul~~ Paul Brown  
Bidder's Project Superintendent: Tracey Gainey
2. Name of Project: HMAC IDIA  
Project Owner: City of San Marcos  
Owner Contact Person & Phone No.: Jesse Shroyer 512-999-4719  
Value of Contract: \$863,750.15  
Date Completed: 9/15/19  
Bidder's Project Manager: Paul Brown  
Bidder's Project Superintendent: Nobel Prieto
3. Name of Project: 2021 Asphalt Pavement Overlay  
Project Owner: City of Lakeway  
Owner Contact Person & Phone No.: Dale DeLong 512-608-9000  
Value of Contract: \$816,815.65  
Date Completed: 11/30/21  
Bidder's Project Manager: ~~Paul~~ Paul Brown  
Bidder's Project Superintendent: Esabel Prieto

**Experience Data:** Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Paul Brown / Tracey Gainey
2. Name of Proposed Project Superintendent: Esabel Prieto

**Subcontractors:** Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control GBC Traffic Solutions
2. Pavement (Flexible Pavement Repair, Milling, HMAC) Lone Star Paving
3. Pavement Markings and Signs Stripe It Up

Other Subcontractors Exceeding 10% of total contract amount:

4. N/A
5. \_\_\_\_\_
6. \_\_\_\_\_

**Financial Status:** A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary. N/A

**Data on Equipment to be used on the Work:** List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
Cat Paver 20'	2	Good	5	Austin, Tx
Pneumatic Roller	2	Good	7	Austin
Steel wheeler + finish Roller	2	Good	5	Austin
Wheel loaders / skid steer	2	Good	6	Austin
Milling Machine	2	Good	7	Austin

# TRACY GAINNEY

2600 Esperanza Xing, Apt. 5309, Austin, TX 78758  
Phone: 512.745.9928 • E-Mail: tgainney@ispaving.com



## Objective

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For over 30 years I've played an integral role in creating and maintaining the infrastructure of the Central Texas area as Project Manager in the asphalt paving industry. Taking pride in the quality and integrity of work delivered, safety of all, and exceeding project expectations personally, professionally, and financially are of utmost importance to me. Most importantly, taking advantage of specialized training and continuing education opportunities insure that I stay current and excel in my field.

## Experience

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<b>Asphalt Inc. LLC dba Lone Star Paving Co., Austin, TX</b> PROJECT MANAGER	<b>2015 - Current</b>
<b>SMA Asphalt, LLC dba Lone Star Paving Co., Dripping Springs, TX</b> PROJECT MANAGER	<b>2014 - 2015</b>
<b>Summit Materials – Ramming Paving Co., Round Rock, TX</b> PROJECT MANAGER	<b>2012 - 2014</b>
<b>Asphalt Paving, Buda, TX</b> PROJECT MANAGER	<b>2003 - 2012</b>
<b>Texas Department of Transportation, Austin, TX</b> PROJECT MANAGER and INSTRUCTOR	<b>1985 - 2003</b>

## Education

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<b>Del Valle High School</b>	<b>Class of 1985</b>
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## Specialized Training

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Certified EMT, TX Department of Health	Defensive Flagging
Certified in Level 1B Hot Mix	Workplace Violence – All Employees
Certified in concrete testing	Work Zone Traffic Control
Extensive training in QC and QA Hot Mix Programs	Hazard Communications
OSHA 30 Hour Training	Risk Management to Reduce Tort Liability
Hazard Material Awareness	Over 40 additional training courses through TxDOT

- In 2012 Asphalt paving sold to Summit Materials and was merged with Ramming Paving Company.
- Summit Materials rolled out the use of View Point software. Used to track job cost. I helped trained other project managers.
- I enter crew and equipment time and made sure they were charged to the right phase of the job in the company software, (viewpoint)
- I am also responsible for tracking of oil products used by crews (AEP, SS-1,) for inventory.
- I also tracked material quantities and turned in monthly estimates.
- I set up schedules for job and schedule subs for their work. I also make sure they turn in quantities for payment and make sure they are accurate
  
- **Resent projects:**
- 2012 COA over lay 69 lane miles of city streets.
- 2012 City of Bee Cave project.
- Us 290 frontage road project
- Currently working on the 2013 COA overlay project 30 lane miles of city streets

**Interests**

I enjoy bowling and I am a member of the PBA. I am working on getting my pilot license. I also enjoy the sports of hunting and fishing. Like spending quality time with my family.

**A Word About Myself**

I am a 49 year old male, who prides himself on doing the best job possible. Take pride on my work and tend to let my work speak for itself. I continuously try to stay within a budget and on time with all my projects. I am all ways looking out for the crew and traveling public making sure my job is safe. I lead others well, and would never expect them to do anything I would not do myself. I would like to thank you at this time, for considering me for the position I have applied for with your company.