

Project: **RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)**

THIS BID IS SUBMITTED TO:

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

FROM: Myers Concrete Construction, LP  
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 **sixty (60) 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>7</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 18<sup>th</sup>, 2023.

By: [Signature]  
(Authorized Signature)

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

Clark Myers Project Manager  
(Typed or Printed Name and Title)

Bidder: Myers Concrete Construction, LP  
(Name of Company)

Business Address: 2311 FM 3237

Wimberly, TX 78676  
Telephone No: 512-847-8000

IF Bidder is a Corporation:

ATTEST

n/a  
(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.

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	0100 6001	PREPARING ROW for <u>Five Thousand Seven Hundred Eighty One</u> dollars and <u>Zero</u> cents PER ACRE	AC	1.28	\$ <u>5,781<sup>00</sup></u>	\$ <u>7,319<sup>52</sup></u>
2	0104 6021	REMOVING CONC (CURB) for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62<sup>00</sup></u>	\$ <u>496<sup>00</sup></u>
3	0110 6001	EXCAVATION (ROADWAY) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	894	\$ <u>36<sup>00</sup></u>	\$ <u>32,184<sup>00</sup></u>
4	0110 6002	EXCAVATION (CHANNEL) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	54	\$ <u>36<sup>00</sup></u>	\$ <u>1,944<sup>00</sup></u>
5	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for <u>One</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	1,407	\$ <u>1<sup>00</sup></u>	\$ <u>1,407<sup>00</sup></u>
6	0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8") for <u>Twenty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	2,619	\$ <u>24<sup>00</sup></u>	\$ <u>62,856<sup>00</sup></u>
7	0310 6001	PRIME COAT (MULTI OPTION) for <u>Nine</u> dollars and <u>Zero</u> cents PER GALLON	GAL	534	\$ <u>9<sup>00</sup></u>	\$ <u>4,806<sup>00</sup></u>
8	0432 6031	RIPRAP (STONE PROTECTION)(12 IN) for <u>Two Hundred Thirty Five</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	40	\$ <u>235<sup>00</sup></u>	\$ <u>9,400<sup>00</sup></u>
9	0464 6017	RC PIPE (CL IV)(18 IN) for <u>One Hundred Forty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	56	\$ <u>142<sup>00</sup></u>	\$ <u>7,952<sup>00</sup></u>
10	0466 6003	HEADWALL (CH-FW-0)(DIA=18 (N)) for <u>Four Thousand Five Hundred Thirty Four</u> dollars and <u>Zero</u> cents PER EACH	EA	1	\$ <u>4,534<sup>00</sup></u>	\$ <u>4,534<sup>00</sup></u>
11	0467 6356	SET (TY II)(18 IN)(RCP)(3:1)(C) for <u>One Thousand Five Hundred Sixty</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>1,516<sup>00</sup></u>	\$ <u>3,032<sup>00</sup></u>
12	0500 6001	MOBILIZATION for <u>Twenty Three Thousand Four Hundred Sixty</u> dollars and <u>Zero</u> cents PER LUMP SUM	LS	1	\$ <u>23,407<sup>00</sup></u>	\$ <u>23,407<sup>00</sup></u>
13	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING for <u>Two Thousand Three Hundred Sixty One</u> dollars and <u>Zero</u> cents PER MONTH	MO	2	\$ <u>2,371<sup>00</sup></u>	\$ <u>4,742<sup>00</sup></u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
14	0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3) for <u>Fifty Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	30	\$ <u>56<sup>00</sup></u>	\$ <u>1,680<sup>00</sup></u>
15	0506 6011	ROCK FILTER DAMS (REMOVE) for <u>Twenty One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	30	\$ <u>21<sup>00</sup></u>	\$ <u>630<sup>00</sup></u>
16	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for <u>Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	944	\$ <u>6<sup>00</sup></u>	\$ <u>5,664<sup>00</sup></u>
17	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	944	\$ <u>1<sup>00</sup></u>	\$ <u>944<sup>00</sup></u>
18	0506 6041	BIODEG EROSN CONT LOGS (INSTL)(12") for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	50	\$ <u>10<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>
19	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	50	\$ <u>1<sup>00</sup></u>	\$ <u>50<sup>00</sup></u>
20	0529 6001	CONCRETE CURB for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62<sup>00</sup></u>	\$ <u>496<sup>00</sup></u>
21	0529 6032	CONCRETE GUTTER (MODIFIED) for <u>Thirty One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	541	\$ <u>31<sup>00</sup></u>	\$ <u>16,771<sup>00</sup></u>
22	0531 6001	CONC SIDEWALKS (4") for <u>Eighty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARDS	SY	34	\$ <u>84<sup>00</sup></u>	\$ <u>2,856<sup>00</sup></u>
23	0644 6060	IN SM RD SN SUP & AM TY TWT(1)WS(P) for <u>One Thousand Ninety One</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>1,091<sup>00</sup></u>	\$ <u>2,182<sup>00</sup></u>
24	0666 6170	REFL PAV MRK TY II (W)4"(SLD) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	325	\$ <u>1<sup>00</sup></u>	\$ <u>325<sup>00</sup></u>
25	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	42	\$ <u>10<sup>00</sup></u>	\$ <u>420<sup>00</sup></u>
26	0666 6197	REFL PAV MRK TY II (W)(SYMBOL) for <u>One Hundred Forty Nine</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>149<sup>00</sup></u>	\$ <u>298<sup>00</sup></u>
27	1004 6001	TREE PROTECTION for <u>Three Hundred Sixteen</u> dollars and <u>Zero</u> cents PER EACH	EA	20	\$ <u>316<sup>00</sup></u>	\$ <u>6,320<sup>00</sup></u>
28	3076 6003	D-GR HMA TY-B PG64-22 (EKEMPT)(8 IN) for <u>One Hundred Forty Seven</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	39	\$ <u>147<sup>00</sup></u>	\$ <u>5,733<sup>00</sup></u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
29	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for <u>Twenty Six</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	2,670	\$ <u>26<sup>00</sup></u>	\$ <u>69,420<sup>00</sup></u>
30	5057 6001	PRECAST CONCRETE WHEEL STOPS for <u>One Hundred Forty</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>140<sup>00</sup></u>	\$ <u>280<sup>00</sup></u>
		TOTAL BASE BID (BID ITEMS 1-30) for <u>Two Hundred Seventy Eight Thousand</u> dollars and <u>Sixty Eight</u> cents			\$ <u>278,728<sup>60</sup></u>	\$ <u>278,728<sup>60</sup></u>

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	0100 6001	PREPARING ROW for <u>Five Thousand Seven Hundred Thirty Six</u> dollars and <u>Zero</u> cents PER ACRE	AC	0.43	\$ <u>5,736<sup>00</sup></u>	\$ <u>2,464<sup>40</sup></u>
A1-2	0104 6021	REMOVING CONC (CURB) for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62<sup>00</sup></u>	\$ <u>496<sup>00</sup></u>
A1-3	0110 6001	EXCAVATION (ROADWAY) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	315	\$ <u>36<sup>00</sup></u>	\$ <u>11,340<sup>00</sup></u>
A1-4	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for <u>One</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	444	\$ <u>1<sup>00</sup></u>	\$ <u>444<sup>00</sup></u>
A1-5	0247 6382	FL BS (CMP IN PLC)TY A GR 5)(8") for <u>Twenty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	1,134	\$ <u>24<sup>00</sup></u>	\$ <u>27,216<sup>00</sup></u>
A1-6	0310 6001	PRIME COAT (MULTI OPTION) for <u>Nine</u> dollars and <u>Zero</u> cents PER GALLON	GAL	227	\$ <u>9<sup>00</sup></u>	\$ <u>2,043<sup>00</sup></u>
A1-7	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING for <u>Two Thousand Three Hundred Forty One</u> dollars and <u>Zero</u> cents PER MONTH	MO	1	\$ <u>2,371<sup>00</sup></u>	\$ <u>2,371<sup>00</sup></u>
A1-8	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for <u>Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	523	\$ <u>6<sup>00</sup></u>	\$ <u>3,138<sup>00</sup></u>
A1-9	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	523	\$ <u>1<sup>00</sup></u>	\$ <u>523<sup>00</sup></u>
A1-10	0506 6041	BIODEG EROSN CONT LOGS (INSL)(12") for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	35	\$ <u>10<sup>00</sup></u>	\$ <u>350<sup>00</sup></u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-11	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for <u>one</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	35	\$ <u>1<sup>00</sup></u>	\$ <u>35<sup>00</sup></u>
A1-12	0529 6001	CONCRETE CURB for <u>Sixty two</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62<sup>00</sup></u>	\$ <u>496<sup>00</sup></u>
A1-13	0529 6032	CONCRETE GUTTER (MODIFIED) for <u>Thirty one</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	380	\$ <u>31<sup>00</sup></u>	\$ <u>11,780<sup>00</sup></u>
A1-14	1004 6001	TREE PROTECTION for <u>Three Hundred Sixteen</u> dollars and <u>zero</u> cents PER EACH	EA	2	\$ <u>316<sup>00</sup></u>	\$ <u>632<sup>00</sup></u>
A1-15	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for <u>Twenty six</u> dollars and <u>zero</u> cents PER SQUARE YARD	SY	1,131	\$ <u>26<sup>00</sup></u>	\$ <u>29,406<sup>00</sup></u>

		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-15) for <u>One hundred thirty six</u> dollars and <u>Forty eight</u> cents			\$ <u>92,736<sup>48</sup></u>	\$ <u>92,736<sup>48</sup></u>
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BID SUMMARY AND TOTALS	
BASE BID SUBTOTAL	\$ <u>278,728.68</u>
ADD ALTERNATE #1 SUBTOTAL	\$ <u>92,736.48</u>
<b>TOTAL AMOUNT BID (BASE BID + ADD ALT1)</b>	<b>\$ <u>371,465.16</u></b>

NON-COLLUSION AFFIDAVIT  
PRIME BIDDER

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

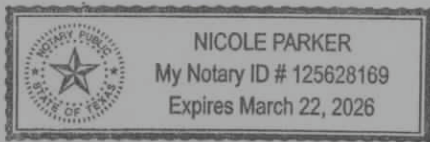
That he is Clark Lyross Project Manager  
(a Partner or Officer of the firm of, etc.)

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 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 18<sup>th</sup> day of May, 2023.



Nicole Parker  
Notary Public

My Commission expires:

3/22/26



**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 Marble Falls Lakeside Park  
Project Owner: City of Marble Falls  
Owner Contact Person & Phone No.: Lacey Dingman 830-6138171  
Value of Contract: \$3,238,560\*  
Date Completed: August 2019  
Bidder's Project Manager: Clark Myers  
Bidder's Project Superintendent: Tim Green

2. Name of Project: Sunline Park  
Project Owner: Clinard Properties  
Owner Contact Person & Phone No.: Mike Clinard 713-228-7171  
Value of Contract: \$395,110.32  
Date Completed: June 2021  
Bidder's Project Manager: Clark Myers  
Bidder's Project Superintendent: Dale Wood

3. Name of Project: City of SM Water reuse system expansion (Paving + mowing)  
Project Owner: City of San Marcos  
Owner Contact Person & Phone No.: Kay Garcia  
Value of Contract: \$204,832.31  
Date Completed: November 2019  
Bidder's Project Manager: Clark Myers  
Bidder's Project Superintendent: Steve Gordon

**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: Clark Myers / Chase Birtlein
2. Name of Proposed Project Superintendent: Dale Wood

**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 TRP
2. Pavement (Flexible Pavement Repair, Milling, HMAC) Texas Materials
3. Pavement Markings and Signs TRP

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.

**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
<del>NA</del> Attached				

UNIT #	YEAR	MAKE	MODEL	DESCRIPTION
8	2015			
300	2016	BOBCAT	S-590	SKID STEER
302	2018	BOBCAT	S-570	SKID STEER
303	2014	CAT	259D	SKID STEER
304	2022	BOBCAT	T66	TRACK LOADER
305				
309	2014	BOBCAT	S-530	SKID STEER
311	2014	BOBCAT	S-630	SKID STEER
312	2019	BOBCAT	T-650	TRACK LOADER
314	2019	BOBCAT	T-650	TRACK LOADER
315	2006	BOBCAT	S-185	SKID STEER
316	2020	BOBCAT	S76	SKID STEER
317	2014	BOBCAT	E26	MINI EXCAVATOR
318	2015	BOBCAT	S650	SKID STEER
319	2017	BOBCAT	S650	SKID STEER
320	2004	CATEPILLAR	420-D	BACKHOE (WK)
321	2003	CAT	420-D	BACKHOE (EXT)
328	2004	CAT	420-D	BACKHOE (EXT)
333	2007	JLG		MANLIFT
339	2018	CAT	938M	LOADER
340	2004	CAT	D5	DOZER
341	2011	CAT	420-E	BACKHOE (EXT)
342	2011	CAT	420-E	BACKHOE
343	2009	JOHN DEERE	JD310	BACKHOE (WK)
344	2014	CAT	416F	BACKHOE (WK)
345	2022	CAT	D3	DOZER
346	2015	JOHN DEERE	310K	BACKHOE (WK)
347		HAMM		ROLLER
348	2019	BOBCAT	T-650	TRACK LOADER
349	2016	BOBCAT	E42 EX	MINI EXCAVATOR
350	2018	BOBCAT	E42	TRACK LOADER

350	2013	BOBCAT	E42 EX	BREAKER ATTACHMENT
351	2023	CLARK	GTS30	FORKLIFT
352	2003	DYNAPAC	CC102	ROLLER 3-TON
353		CAT		FORKLIFT
354		TEREX		ROLLER 3-TON
355	2005	DAEWOOD	G2E-NM	FORKLIFT
356	2021	BOBCAT	E35 EX	MINI EXCAVATOR
357	2014	JLG	6042	TELEHANDLER
358	2019	YANMAR	SV100-LA	EXCAVATOR (NEWER)
359	2013	HAMM	3205	ROLLER 50-56"
360	2011	JOHN DEERE	35D EX	MINI EXCAVATOR
361	2000	LEEBOY		PAVING MACHINE
362	2005	LEEBOY	685B	MOTOR GRADER
363	2005	LEEBOY	L500T	TACK OIL MACHINE
364	2008	LEEBOY		SEAL COAT MACHINE
365	2014	JOHN DEERE	770G	MOTOR GRADER
366	2006	BOMAG	BW900-2	
368	2014	VOLVO	SD75	ROLLER
369	2012	BOMAG	BW177DH-40	ROLLER
370				
372	2021	YANMAR	VIO80	COMPACT EXCAVATOR
373				GEORGIA BUGGY
376	2006	KOBOTA	L4740GST	TRACTOR
376		WHITEMAN		GEORGIA BUGGY
377	2005	STONE	SB1600	GEORGIA BUGGY
378	2010	STONE	SB1600	GEORGIA BUGGY
379		WHITEMAN	M/Q 21	GEORGIA BUGGY
379				WALKBEHIND TRENCHER
380	2016	JOHN DEERE	544K	LOADER
381				GEORGIA BUGGY
383	2021	JOHN DEERE	250GLC	EXCAVATOR
384	2019	KOMATSU	PC200	EXCAVATOR
385	2002	BOBCAT	E35 EX	EXCAVATOR

386	2012	YANMAR	SV100-2A	EXCAVATOR (OLDER)
387	2017	BOBCAT	E35 EX	MINI EXCAVATOR
388	2019	JOHN DEERE	210GLC	EXCAVATOR
390				
391				
398				
399				
387	2017	BOBCAT		EXCAVATOR
388	2019	JOHN DEERE		EXCAVATOR
400	2018	GOMACO	GT320	CURB MACHINE
400				
400	2018	GOMACO	CURB MACHINE	
401	1994	BOBCAT	72 SWEEPER	72 SWEEPER ATTACHMENT
402	1995	MELROE	2560	BOBCAT HYDRAULIC BREAKER
403	96	MEROE	709	BOBCAT BACKHOE ATTACMENT
404	2007	BOBCAT	72SWE	72 SWEEPER ATTACHMENT
405	2010	BOBCAT	14 FLOW PLANNER	14" STD FLOW PLANNER ATTACHMENT
406	2016	ARROWHEAD	R75S	BACKHOE BREAKER
407	2015	LOWE	A-220H	SKID STEER AUGER POWER UNIT
408	2018	HUSQVARNA	FS 524	SAW CONCRETE 20-29 HP SELF PROPELLED
409	N/A	N/A	36"	SKID STEER AUGER BIT 36"
410		BRETEC		HAMMER (BACKHOE)
411		BRETEC		HAMMER (BACKHOE)
412		BRETEC		HAMMER (BACKHOE)
413		BRETEC	M5	MINI HAMMER
414	2021		JD - JRB 290HD48	48" excavator bucket
415		TRIMBLE	S5	Total Station DR Plus with active tracking
416		TRIMBLE	R10	Trimble R10
417	2021	BOBCAT	HB1180	HYDRAULIC BREAKER
418		BOBCAT		TRACK LOADER
		ALLEN	436 PRO	TROWELL MACHINE
		ALLEN		36" FINISH MACHINE
	2020	BELLTEC	H300	AUGER
	2021	BELLTEC	H300	AUGER
	2010	BOBCAT	CB26	LEVELER
		BOSCH	3611COA010	Bosch Hammer
		BOSCH	3611COA010	Bosch Hammer
		BOSCH	3611COA010	Bosch Hammer
		HONDA	Stark	38" Finish machine
		TRIMBLE	T10	TABLET
				24" Hensley Bucket
			513286	leading edge multi rpper
			HB980	Hydraulic Breaker
			w/ receiver - ZK1795	Rechargable Laser

		w/ receiver - ZK1675	Rechargeable Laser
		Soff-Cut150	X150 Soff cut saw with dust port
			GENERATOR
2018		36" 310WR36	36" Wayne Roy Coupler
		21071MM-0022	Sweeper - Angle Broom Skid Steer Attachment
		FS413	18" walk behind saw
		22084MM-0022	Sweeper - Angle Broom Skid Steer Attachment
			Cribbing Bucket
			Plate Compactor attachment
		PACIV13H	CONCRETE SAW
		TS400	14" SAW
		BS700	JUMPING JACK
		469673	GENERATOR
		1- 16" bucket	2- 9" buckets
		24" Bucket WR	12" Bucket WR
			3 Kwik disconnects buckets
		filed small tools 15'	3/4 HP Concrete Vibrator
		filed small tools 15'	Elec rebar/steel rod cutter



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we Myers Concrete Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Dripping Springs as obligee, hereinafter called the Obligee, in the sum of 5% of the greatest amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the principal has submitted a bid for Road Repairs - Ranch House.

**NOW, THEREFORE,** if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

**PROVIDED, HOWEVER,** neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 18th day of May, 2023.

**Principal:**  
**Myers Concrete Construction, LP**

By: [Signature]  
Signature

Name: Clark Myers  
Title: Project Manager

**SureTec Insurance Company**

By: [Signature]  
Signature

Name: **Jennifer Webb**  
Attorney-in-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations*

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Scott Burton, Shawn Claiborne, Jennifer Webb, Enevelia Phillips

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 19<sup>th</sup> day of May, A.D. 2021.

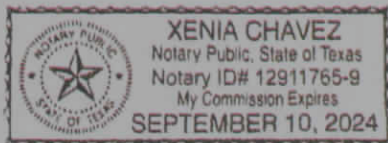
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*  
Michael C. Keimig, President



State of Texas                      88:  
County of Harris

On this 19<sup>th</sup> day of May, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Xenia Chavez*  
Xenia Chavez, Notary Public  
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18<sup>th</sup> day of May, 2023, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221235  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE**

**Statutory Complaint  
Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

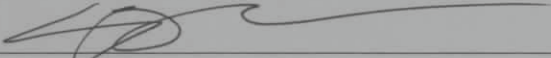
SureTec Insurance Company  
9500 Arboretum Blvd., Suite  
400  
Austin, TX 78759

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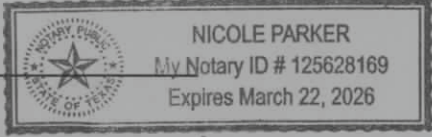
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

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> <i>Clark Myers</i>
<b>Name of Company:</b> <i>Myers Concrete Construction, LP</i>
<b>Date:</b> <i>5/18/2023</i>
<b>Signature of person submitting form:</b> 

NOTARIZED:

<b>Sworn and subscribed before me,</b> by <u><i>Nicole Parker</i></u> on <u><i>May 18, 2023</i></u> (date)	
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MYERS CONCRETE CONSTRUCTION, LP.  
P.O. BOX 2928  
WIMBERLEY, TX 78676  
PHONE 512-847-8000  
info@myersconcrete.com  
www.myersconcrete.com  
**HUB/WBE/SBE Certified**

### Statement of Bidders Qualification

Company Name: *Myers Concrete Construction, LP*  
Address: *PO Box 2928 Wimberley, TX. 78676*  
Phone: *512/847-8000 Fax: 512/847-3831*

Ownership: *Limited Partnership* Organized: *1/6/06 as an LP*  
Years Company has been engaged under present name: *17 as an LP, 27 as an Inc.*  
Former names of the company, including dates under each name: *Myers Construction, Inc- 27yrs*

General Character of work performed by company- *Concrete & Asphalt Construction*

Our company has *NEVER* failed to complete, default, or be terminated on a project.

Our company has *NEVER* assessed any Liquidated Damages on a project.

Our company has *NEVER* had any involvement in any prior, pending or threatened claims or litigations alleging 1) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, or 2) any error or omission by our company in performing services under any current contract or previous contract with the last five years.

Our company *WILL* be able to meet the insurance requirements and provide certificates of insurance as specified in the general and supplemental conditions of the contract.

Our company *DOES* certify that it is not in arrears in the payment of any obligations to the Owner, including, without limitation, property or sales taxes, fees or utilities charges.

Bank References: *Ozona National Bank- Kelly Murphy, President*  
*Po Box 528, Wimberley, TX. 78676*  
*512-847-8200 Phone*

A detailed financial statement will be provided if required.

Our principal place of business is in the state of Texas which makes us a *RESIDENT* bidder

Statement of Qualification continued pg.2

Do you certify that all of the following are true and correct concerning your company's bid:

YES- That you are fully informed of the contents of the bid and the circumstances of its preparation

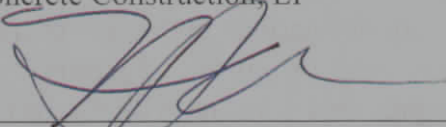
YES- That your bid is genuine and is not a collusive or sham bid

YES- That neither you nor anyone else action on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of San Antonio or any other bidder; and ,

YES- The price quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

I authorize and request any person or firm to furnish any information requested by the Bidder to verify the information contained in this statement of bidder's qualifications.

Myers Concrete Construction, LP

By: 

Date: May 18, 2022

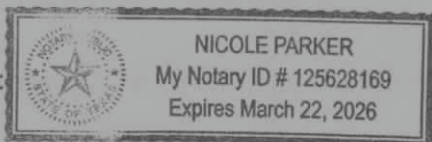
Charlene Myers, President

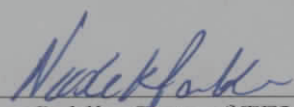
State of TEXAS  
County of HAYS

Charlene Myers, being duly sworn deposes and says that she is President of Myers Concrete Construction, LP and that all of the information and responses contained in this Statement of Bidders Qualifications re true and correct.

Subscribed and sworn to before me on the 18 day of May, 2023.

Notary stamp:



  
\_\_\_\_\_  
Notary Public, State of TEXAS



MYERS CONCRETE CONSTRUCTION, LP.  
2301 FM 3237  
WIMBERLEY, TX 78676  
PHONE 512-847-8000  
info@myersconcrete.com  
www.myersconcrete.com  
**HUB/WBE/SBE Certified**

Federal Tax ID# 33-1107017 DUNS#062410899

HUB#1331107017400/ WBE#MYE8321732/ SCTRCA#211026246/ SEBEDA#10020505

### Organization Structure

Myers Concrete Construction, LP. is led by Charlene and Randy Myers. Charlene and Randy have owned and operated Myers Concrete for over 40 years.

Randy Myers oversees operations.

Chase Botkin serves as our General Manager over Field Operations & Chief Estimator

Tim Green assists in the field as a Supervisor.

Jeremy Cuevas assists in the field as a Supervisor.

Joe Barcenas assists in the field as a Supervisor.

Cade Patterson is Myers Concrete Technical Supervisor and Estimator.

Clark Myers is Chief Estimator

Lacey Peace is in charge of purchasing, ordering, and submittals.

Nicole Parker handles all the contract documents and pay applications

Becky Beaty handles all H/R, Payroll and Payables.

#### Contact List

Randy Myers	Vice President	512-753-6800	randy@myersconcrete.com
Chase Botkin	GM/Superintendent	512-633-5229	chase@myersconcrete.com
Clark Myers	Estimator	512-618-1985	clark@myersconcrete.com
Tim Green	Asst. Supervisor	512-757-0355	tim@myersconcrete.com
Jeremy Cuevas	Asst. Supervisor	512-648-0592	jeremy@myersconcrete.com
Joe Barcenas	Asst. Supervisor	512-753-6481	joe@myersconcrete.com
Cade Patterson	Sales/Estimating	512-393-1992	cade@myersconcrete.com
Nicole Parker	A/R & Contract Mgr.	512-847-8000	nicole@myersconcrete.com
Becky Beaty	P/R Manager	512-847-8000	becky@myersconcrete.com

**Myers Concrete Construction, LP**  
2301 FM 3237  
Wimberley, TX. 78676  
512-847-8000 Office