

ett Paving, Inc.
O. Box 2309
nder, TX 78646

City of Rollingwood City Hall
Attn: Makayla Rodriguez
430 Nixon Drive
Rollingwood, Texas 78746

D BID

BID BOND

Submit with Bid Proposal

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

BIDDER (Name and Address): **Bennett Paving, Inc.**
P.O. Box 2309 Leander, TX 78646

SURETY (Name, and Address of Principal Place of Business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (Name and Address):

City of Rollingwood
403 Nixon Drive
Rollingwood, TX 78746

BID

Bid Due Date: November 12, 2025 by 2:00 P.M.

Description: 2025 Mill and Overlay Project

BOND

Bond Number: HC000454

Date: October 30th, 2025

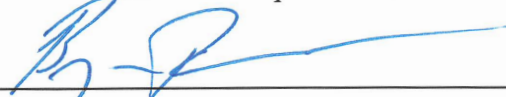
Penal sum Five Percent of Bid Amount (5% of Bid Amount) \$ XXXXX
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bennett Paving, Inc. (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

Bryan Bennett
Print Name

President
Title

Attest: 
Signature

Office Assistant
Title

SURETY

NGM Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Troy Staples
Print Name

Attorney-in-Fact
Title

Attest: 
Signature

Witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If

any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BOND AFFIDAVIT

Submit with Bid Proposal

To be completed by appropriate insurance agent

I, the undersigned Agent/Broker, certify that the bond requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Rollingwood, I will be able to, within thirty (30) days after being notified of such award, furnish valid bonds and appropriate "power of attorney" to the City meeting all of the requirements defined in this bid.



Agent (Signature)

Troy Staples

Agent (Print)

Name of Agent/Broker: Pate Bonding, Inc.

Address of Agent/Broker: 1276 South Robert St.

City/State/Zip: West St. Paul, MN 55118

Agent/Broker Telephone Number: 651-457-6842

Name of Contractor: Bennett Paving, Inc.

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions concerning these bond requirements or concerning the bid, please Makayla Rodriguez, City Secretary, (512) 237-1838.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

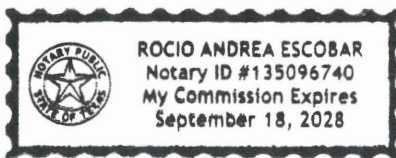
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Texas)
County of Travis)

On this 12th day of November, in the year 2025, before me personally come(s) Bryan Bennett, to me known, who, being duly sworn, deposes and says that he/she is the President of the Bennett Paving, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

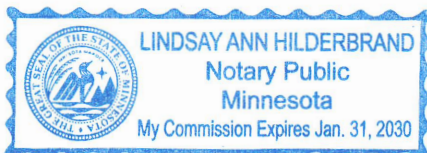


Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 30th day of October, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of NGM Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of NGM Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Notary Public



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

30th day of October, 2025.

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

BID FORM - *Submit entire form with Bid Proposal*

ISSUED FOR BID

2025 Mill and Overlay Project

Issued by the City of Rollingwood, Texas

Sealed bids will be accepted until 2:00 P.M., November 12, 2025 and then publicly opened and read aloud thereafter.

Bennett Paving, Inc.

YU3XWKNLADJ8

Legal Name of Responding Firm

SAM.GOV ID#

Bryan Bennett

President

Contact Person

Title

(512) 740-8603

adam@bennettpavingtx.com

Telephone Number

E-Mail Address

23004 Windy Valley Road

Leander, TX 78641

Street Address of Principal Place of Business

City/State Zip

P.O. Box 2309

Leander, TX 78646

Complete Mailing Address

City/State Zip

Acknowledgment of Addenda: #1  #2  #3 _____ #4 _____ #5 _____

Include the following with the bid submission:

Acknowledgement of Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973
Nondiscrimination Statement



(Signature)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746
Attention: Makayla Rodriguez

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda on the first page of this Bid Form.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or

discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT
BASE BID Submit with Bid Proposal

V: 11/6/2025
Addendum No. 1

BIDDER: Bennett Paving, Inc.

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. An electronic version of this bid form may be provided. Engineer nor the City is responsible for the formulas, rounding errors, and summation cells. When there is an error or conflict in the submitted bid form, the lowest unit price in words or in numerals may dictate, at the discretion of the City.

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	Mobilization, Bonds, and Insurance, not to exceed 5% of the total base bid, complete for Five thousand Dollars and Zero cents per Lump Sum.	1	LS	\$5,000.00	\$5,000.00
2	Implement Traffic Control Plan, complete for Four thousand five hundred Dollars and Zero cents per Lump Sum.	1	LS	\$4,500.00	\$4,500.00
3	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items 5 and 6 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Two Dollars and Fifty cents per Square Yard.	12205	SY	\$2.50	\$ 30,512.50
4	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two hundred Dollars and Zero cents per Ton of Asphalt Used.	50	TON	\$200.00	\$ 10,000.00
5	2" HMA Type "D" Overlay with Tack Coat on Street 2B Edgegrove Drive between Rollingwood Drive and Bee Caves Road, complete for Thirteen Dollars and Ninety seven cents per Square Yard.	4117	SY	\$13.97	\$ 57,514.49
6	1.5" HMA Type "D" Overlay with Tack Coat on Street 2A Hatley Drive between Laura Lane and Wallis Drive and 2C Wallis Drive between Rollingwood Drive and Hatley Drive, complete for Ten Dollars and Forty eight cents per Square Yard.	8088	SY	\$10.48	\$84,762.24

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT
2025 MILL AND OVERLAY PROJECT
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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
7	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Two hundred ninety Dollars and Zero cents per EACH.	6	EA	\$290.00	\$1,740.00
8	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One Dollars and Five cents per Linear Foot.	6475	LF	\$1.05	\$6,798.75
9	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Sixteen Dollars and Zero cents per EACH.	8	EA	\$16.00	\$ 128.00
10	Provide 8" TY- I Single White Solid Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for One Dollars and Forty five cents per Linear Foot.	25	LF	\$1.45	\$36.25
11	Provide and Install TY- I White Solid Words (ONLY) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Three hundred eighty five Dollars and Zero cents per EACH.	1	EA	\$385.00	\$ 385.00
12	Provide and Install TY- I White Solid Shape (ARROW) Thermoplastic Pavement Marking on Edgegrove north of Bee Caves Rd, same place as existing, 90 MILS in thickness, complete for Four hundred twenty Dollars and Zero cents per EACH.	1	EA	\$420.00	\$ 420.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT

V: 11/6/2025

BASE BID Submit with Bid Proposal

Addendum No. 1

BIDDER: Bennett Paving, Inc.

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	Provide TY-1 Yellow Hatching Thermoplastic Pavement Marking at the intersection of Wallis and Rollingwood Drive, 90 MILS in thickness, complete for Eight hundred fifty Dollars and Zero cents per Lump Sum.	1	LS	\$850.00	\$850.00
14	Provide 2-6" TY-1 Double Yellow Solid Thermoplastic Pavement Marking Paid as LF of Double Stripe length, 90 MILS in thickness, complete for One Dollars and Sixty five cents per Linear Foot.	1951	LF	\$1.65	\$3,219.15
15	Items requested by Owner Not Identified in the Contract to be used at the Owner's Discretion, complete for Five Thousand Dollars and Zero cents per Lump Sum.	1	LS	\$ 5,000.00	\$ 5,000.00

TOTAL AMOUNT OF BASE BID

Two hundred ten thousand eight hundred sixty six Dollars and Thirty eight Cents

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT

V: 11/6/2025

ALT BID 1 Submit with Bid Proposal

Addendum No. 1

BIDDER: Bennett Paving, Inc.

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A1	Pavement Milling for the project (1.5" to 2" as specified and to match Bid Items A3 and A4 descriptions) including any saw cutting at adjoining pavement remain, butt milling at intersections, edge milling, hand milling around manholes, hand milling around valve covers/boxes, and at driveways/intersections, and dispose of millings, complete for Two _____ Dollars and _____ Fifty _____ cents per Square Yard.	7658	SY	\$2.50	\$19,145.00
A2	Excavate soft spots at directed and provide and place/compact HMAC Type "D" spot level up prior to HMAC overlay, complete for Two hundred _____ Dollars and _____ Zero _____ cents per Ton of Asphalt Used.	15	TON	\$200.00	\$3,000.00
A3	2" HMAC Type "D" Overlay with Tack Coat on Street 2E Hatley Drive between Inwood Drive and Vale Street, complete for Thirteen _____ Dollars and _____ Ninety seven _____ cents per Square Yard.	4028	SY	\$13.97	\$56,271.16
A4	1.5" HMAC Type "D" Overlay with Tack Coat on Street 2D Hatley Drive between Wallis Drive and Inwood Drive, complete for Ten _____ Dollars and _____ Forty eight _____ cents per Square Yard.	3630	SY	\$10.48	\$38,042.40
A5	Provide 24" TY- I White Stop Bar Thermoplastic Pavement Marking approximately 10-feet long, 90 MILS in thickness, complete for Two hundred ninety _____ Dollars and _____ Zero _____ cents per EACH.	3	EA	\$290.00	\$870.00

BID FORM
CITY OF ROLLINGWOOD, TX

PROJECT

2025 MILL AND OVERLAY PROJECT

ALT BID 1 *Submit with Bid Proposal*

V: 11/6/2025

Addendum No. 1

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BID ITEM	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
A6	Provide 4" TY- I Single White Solid Thermoplastic Pavement Marking approximately 4' from curbline, same place as existing, skipping intersections, 90 MILS in thickness, complete for One _____ Dollars and Five _____ cents per Linear Foot.	4424	LF	\$1.05	4,645.20
A7	Provide and Install TY- II-B-B Blue Reflective Raised Pavement Markers in the middle of the pavement, complete for Sixteen _____ Dollars and Zero _____ cents per EACH.	4	EA	\$16.00	\$64.00

TOTAL AMOUNT OF ALT BID

One hundred twenty two thousand thirty seven _____ Dollars and _____ Cents

NOTE: THE CITY MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

ARTICLE 5 – BASIS OF BID

Note: The following bid sheets are to be completed and included in your bid response.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

BID SUMMARY

Submit with Bid Proposal

BASE BID TOTAL:	\$ 210,866.38
ADD ALT 1 BID TOTAL:	\$ 122,037.76

1. BIDDER agrees that all Work on each project will be substantially complete and ready for final payment by the dates indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
2. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security in the form of five percent of the Bidder's maximum base bid price and in the form of certified check of a Bid Bond.
3. Communications concerning this Bid shall be addressed to:
Bennett Paving, Inc.
Attn: Bryan Bennett
P.O. Box 2309
Leander, TX 78646
4. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON November 12th, 2025

If BIDDER is:

An Individual

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____

A Partnership

By: _____
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By:  _____

By: **Bennett Paving, Inc.** _____
(Corporation Name)

Texas _____
(State of Incorporation)

By: **Bryan Bennett** _____
(Name of Person Authorized to Sign)

(Corporate Seal)

President _____
(Title)

Attest:  _____
(Secretary)

Business address: **P.O. Box 2309** _____
Leander, TX 78646 _____

Phone No.: **(512) 740-8603** _____

A Joint Venture

By: _____
(Name)

Business address: _____

Phone No.: _____

By: _____
(Name)

Business address: _____

Phone No.: _____

(Each joint venturer must sign. 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.)

BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Bennett Paving, Inc.

By:

[Signature]



[Printed name]

Bryan Bennett, President

Bidder's License No.: N/A
(where applicable)

End Bid Form Pages

Previous Experience and References for Similar Work Submit with Bid Proposal

Project Name	Owner's Name, Phone Number, Email	Brief Description of Work	Cost of Work	Design Engineer	Contract Start/End or Status	Notes or Other Information
Street Resurfacing - Phase 2	City of Lago Vista (512) 267-1155	Asphalt paving	\$2,892,500.13	Taylor Whichard (512) 599-4179 Taylor.Whichard@lagovistatexas.gov	Started May, 2025 Completed July, 2025	N/A
2025 Street Reconstruction Project	City of Boerne (830) 249-9511	Asphalt paving	\$1,204,992.53	Victor Saenz (830) 331-9711 vsaenz@boerne-tx.gov	Started Feb. 2025 Completed March, 2025	N/A
2023 Residential SMP	City of Round Rock (512) 218-5400	Asphalt paving & concrete repairs	\$8,514,699.44	Ruben Ramirez (512) 218-7084 rramirez@roundrocktexas.gov	Started Jun, 2024 Completed December, 2024	N/A
2024 Street Maintenance Project	City of Kerrville (830) 257-8000	Asphalt paving	\$1,109,143.00	Charles Durr (830) 258-1416 Charles.durr@kerrvilletx.gov	Started Oct, 2024 Completed Nov, 2024	N/A
Retama Springs and Retama Ridge Mill and Overlay Project	City of Selma (210) 651-6661	Asphalt paving	\$3,399,921.25	Gary Freelund (830) 377-4555 gfrelund@freelandturk.com	Started Mar, 2024 Completed Apr, 2024	N/A
2023H Street Rehab Overlay	City of Burnet (512) 756-6093	Asphalt paving	\$1,729,403.33	Eric Belaj (512) 715-3217 ebelaj@cityofburnet.com	Started Dec, 2023 Completed Jan, 2024	N/A

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate officers or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the line in Section B.

A. Non-resident bidder in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

✓ B. Our principal place of business or corporate offices are in the State of Texas:
23004 Windy Valley Road, Leander, TX 78641

BIDDER:

Bennett Paving, Inc.

(Company Name)

By Bryan Bennett

(please print)

Address:

Bennett Paving, Inc.

P.O. Box 2309

Leander

TX

78646

City

State

Zip

Signature:

Title: President

(please print)

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN
TERRORIST ORGANIZATION**

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror: Bennett Paving, Inc.

Signature of Authorized Representative: _____



Bryan Bennett, President

Date: 11/12/2025

**HOUSE BILL 89 VERIFICATION
(REVISED)**

I, Bryan Bennett, [Person Name] the undersigned representative of
Bennett Paving, Inc. [Company or Business Name]
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depose and verify that the Company named above, under the provisions of Texas Government Code
Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of
Rollingwood, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise
taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations
specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled
territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation,
partnership, joint venture, limited partnership, limited liability partnership, or any limited liability
company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate
of those entities or business associations that exist to make a profit.

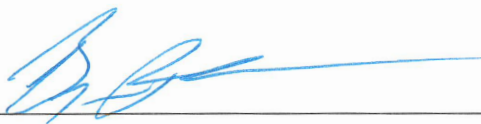
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

- a. it meets an exemption criterion under Section 2270.002; or
- b. it does not boycott Israel and will not boycott Israel during
the term of the contract resulting from this solicitation.
Respondent shall state any facts that make it exempt from
the boycott certification in its Response. (HB 793 –
exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- A. Contract between a governmental entity and a company with less than 10 full-time
employees
- B. Contract has a value of less than \$100,000 paid wholly or partly from public funds of
the governmental entity

Signature: _____



Date: 11/12/2025

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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, 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.

Bennett Paving, Inc.

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.

N/A

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

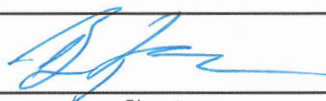
☐ No

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.

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 Bryan Bennett, President

Name of signatory



Signature

11/12/2025

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bennett Paving, Inc.
Leander, TX United States

Certificate Number:
2025-1387770

Date Filed:
11/11/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rollingwood

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025 Mill and Overlay Project
2025 Mill and Overlay Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bennett Paving, Inc.	Leander, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Bryan Bennett, and my date of birth is 07/02/1974.

My address is 23004 Windy Valley Rd., Leander, TX, 78641, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11th day of November, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ADA & Section 504 Nondiscrimination Acknowledgment

Bennett Paving Inc. hereby acknowledges and certifies that it complies with the requirements of the **Americans with Disabilities Act (ADA)** and **Section 504 of the Rehabilitation Act of 1973**, as amended.

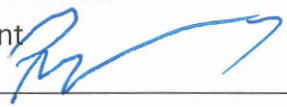
Bennett Paving Inc. does not discriminate on the basis of disability, race, color, national origin, sex, age, or religion in admission, access to, treatment, or employment in its programs, services, activities, or contracts.

Bennett Paving Inc. further agrees to take all necessary steps to ensure compliance with all applicable federal, state, and local nondiscrimination laws and regulations related to this project for the City of Rollingwood, Texas.

Authorized Representative:

Name: Bryan Bennett

Title: President

Signature: 

Date: 11/12/2025