

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Boerne

447 N Main Street

Boerne, Texas 78006

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 and furnish all Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the Bidding Documents.

1.03 Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.

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.

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 following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID: HIGH DENSITY MINERAL BOND

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, NOT TO EXCEED 5% OF TOTAL BID	LS	1	\$ <u>10,000</u>	\$ <u>10,000</u>
2	Bonds (to be calculated as a percentage of the total bid)	% of total	1	% <u>1.5</u>	% <u>1.5</u>
3A	Basic Surface Prep & Installation of High Density Mineral Bond* 50,000 SY to 99,999 SY	SY	50,000	\$ <u>4.35</u>	\$ <u>217,500</u>
3B	Basic Surface Prep & Installation of High Density Mineral Bond* 100,000 SY to 199,999 SY	SY	100,000	\$ <u>4.29</u>	\$ <u>429,000</u>
3C	Basic Surface Prep & Installation of High Density Mineral Bond* 200,000 SY or more SY	SY	200,000	\$ <u>4.24</u>	\$ <u>848,000</u>
Calculation: ((Item No. + Item No.) x Item No.) + (Item No. + Item No.) Total of All Unit Price Base Bid Items: ((#1 + #3A) x #2) + (#1 + #3a) Total of All Unit Price Base Bid Items: ((#1 + #3B) x #2) + (#1 + #3b) Total of All Unit Price Base Bid Items: ((#1 + #3C) x #2) + (#1 + #3c)					\$ <u>230,912.50</u> \$ <u>445,585.00</u> \$ <u>870,870.00</u>

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.

*Details Specific to High Density Mineral Bond installation:

Basic traffic control for full road closures is **to be included** for low-volume residential streets at the installation price. More robust traffic control that includes items such as message boards or flaggers is not anticipated to be included. One residential notification flyer describing the project and closure details must be provided to each resident or business prior to the project's starting date and is **to be included** in the installation price. Renotification of residents or businesses is **to be included** when an area must be rescheduled due to weather or other conditions that might arise outside of the control of the Bidder.

The following are not intended to be included with the installation price and would be contracted on a separate line item as needed with the High Density Mineral Bond contractor or another contractor: level-up asphalt repairs, crack sealing, tree trimming, installation of pavement markings, residential shuttle services, "No parking" signs, aggressive street cleaning due to embedded or excessive debris, washout pit preparation services, disposal services, engineered traffic control plans, beyond basic traffic control signage, resident notification (other than the one required notice prior to

the project), contractor administered website or project communication, or TxDOT permits.

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 15.06 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.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project;
 - F. Contractor's License Number; and
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the Work, as specified in the Instructions to Bidders, the Bidder will forfeit the bid surety, as provided in the Contract Documents.
- 9.02 The undersigned proposes, if awarded the contract, to begin Work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the Work as stipulated in the Agreement.

BIDDER:

Holbrook Asphalt, LLC

By:

[Signature]



[Printed name]

Mark Beatty

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Chris Rasmussen

Title:

Contracts Manager

Submittal Date:

October 16, 2025

Address for giving notices:

1545 E Commerce Dr

St. George, UT 84790

Telephone Number:

435-652-4427

Contact Name and e-mail address:

Kent Nobis

kent@preserveasphalt.com

Bidder's License No.:

SOS #802686108

BID BOND

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

BIDDER (Name and Address):

Holbrook Asphalt, LLC
1545 E Commerce Drive
Saint George, UT 84790

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

United Fire & Casualty Company
118 2nd Ave SE PO Box 73909
Cedar Rapids, IA 52407

OWNER (Name and Address):

City of Boerne
447 N Main Street
Boerne, TX 78006

BID

Bid Due Date: 10/16/2025

Description (Project Name— Include Location): 2025 High Density Mineral Bond Project

BOND

Bond Number:

Date: 10/8/2025

Penal sum Five Percent

\$ 5%

(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**SURETY**

Bidder's Name and Corporate Seal

By: Mark Beatty
Signature

MARK BEATTY
Print Name

SR VICE PRESIDENT
Title

Attest: Christi Rasmussen
Signature

CONTRACTS MANAGER
Title

(Seal)

United Fire & Casualty Company

Surety's Name and Corporate Seal

By: Brittany Davis
Signature (Attach Power of Attorney)

Brittany Davis
Print Name

Account Manager
Title

Attest: Shauna Hafen
Signature Shauna Hafen

Office Manager
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 any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery 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 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.

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.

Holbrook Asphalt LLC
St George, UT United States

Certificate Number:
2025-1374220

Date Filed:
10/08/2025

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 Boerne

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.

2025HDMB
Asphalt preservation treatment to city streets

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is MARK BEATTY, and my date of birth is 4/16/1969.

My address is 2239 So. 1340 W, ST GEORGE, UT, 84770, USA.
(city) (state) (zip code) (country)

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

Executed in WASHINGTON County, State of Ut, on the 14th day of Oct, 2025.
(month) (year)

Mark Beatty
Signature of authorized agent of contracting business entity
(Declarant)