

00 42 23 BID FORM

ARTICLE 1: BID RECIPIENT

1.01 This Bid is submitted to:

City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738
Attention: Kaylynn Holloway, City Secretary

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 ACKNOWLEDGMENTS

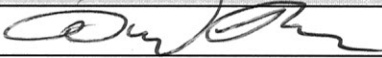
2.01 Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for **60 days** after the bid opening, or for such longer period of time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

2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3: BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Addendum Date	Signature Acknowledging Receipt
01	5/29/2019	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder further represents that 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; 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4: BASIS OF BID

- 4.01 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.02 Extended amounts have been computed in accordance with Paragraph 11.03 of the General Conditions

- 4.03 Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price Bid items will be based on actual quantities provided, measured as provided in the Contract Documents
- 4.04 Unit Price and figures column will be used to compute the actual bid price.

ARTICLE 5: TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6: ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 42 23.01 "Bid Form Exhibit A."
 - B. Required Bid Security.
 - C. Section 00 42 23.02 "Contractor Compliance to State Law Certificate."
 - D. Section 00 42 23.03 "Contractor Compliance to Texas Sales Tax Code"
 - E. Section 00 42 23.04 "Conflict of Interest Questionnaire Form CIQ."

ARTICLE 7: DEFINED TERMS

- 7.01 The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8: STATEMENT OF MATERIALS AND OTHER CHARGES

- 8.01 Provide the following information with this Bid:

Statement of Materials and Other Charges	
Materials Incorporated into the Project	\$ 1,065,000.7
All Other Charges	\$ 1,758,589.95
Total Contract Amount	\$ 2,823,589.95

ARTICLE 9: VENUE

- 9.01 Bidder agrees that venue shall lie exclusively in Travis County, Texas for any legal action.

ARTICLE 10: BID SUBMITTAL

- 10.01 This Bid submitted by:

If Bidder is an Individual

Name: _____
(typed or printed)
By: _____
(Individual's Signature)
Doing business as: _____
Business Address: _____
Phone: _____ Email: _____
Bid submitted on the following date: _____

A Partnership

Partnership Name: _____
(typed or printed)
Name of General Partner: _____
(typed or printed)
By: _____
(signature of general partner -- attach evidence of authority to sign)
Doing business as: _____
Business Address: _____
Phone: _____ Email: _____
Bid submitted on the following date: _____

A Corporation

Corporation Name: TEXAS MATERIALS GROUP, INC.
(typed or printed)
State of Incorporation: DE
Type: General
(general business, professional, service, limited liability)
Date of qualification to do business in Texas is: 03/68
By: _____
(signature -- attach evidence of authority to sign)

Name: DAVID REESE
(typed or printed)

Title: AUTHORIZED EMPLOYEE

Attest: 
(Signature of Corporate Secretary)

Business Address: 1320 ARROWPOINT DR. SUITE 600
CEDAR PARK, TEXAS 78613

Phone: 512-633-5680 Email: DAVID.REESE@~~TEXAS~~MATERIALS

Bid submitted on the following date: 5/31/2019 TEXAS MATERIALS.
COM

Joint Venture

Joint Venturer Name: _____
(typed or printed)

By: _____
(signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business Address: _____

Phone: _____ Email: _____

Bid submitted on the following date: _____

Joint Venturer Name: _____
(typed or printed)

By: _____
(signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business Address: _____

Phone: _____ Email: _____

Bid submitted on the following date: _____

Contact for receipt of official communications

Name: DAVID REESE
(typed or printed)

Business Address: 1320 ARROW POINT DR. SUITE 600
CEDAR PARK, TEXAS 78613

Phone: 512-633-5680 Email: DAVID.REESE@TEXASMATERIALS.COM

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.

END OF SECTION

00 42 23.01 "Bid Form Exhibit A"
City of Bee Cave
2019 Street Improvements

Basis of Bid

Item No.	Base BID	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization, (Maximum 10% of Base Bid) as per TxDOT 500	LS	1	155,000.	155,000.
2	HMAC Type F (0.75 Inch Depth)	SY	150,075	8.75	1,313,156.25
3	Tack Coat	Gal	12,006	4.95	59,429.70
4	Milling (0.75 Inch Depth)	SY	150,075	1.95	292,646.25
5	Crosswalk	EA	9	300.-	2,700.-
6	Retroreflectorized Pavement Marking 4" Wide Solid (W)	LF	13,680	0.33	4,514.40
7	Retroreflectorized Pavement Marking 4" Wide Solid (Y)	LF	13,330	0.49	6,531.70
8	Retroreflectorized Pavement Marking (W) (Stop Bar)	EA	62	150.00	9,300.00
9	Retroreflectorized Pavement Marking (W) (Words "ONLY")	EA	2	300.00	600.00
10	Material Testing	EA	6	1,800.00	10,800.-
	TOTAL BASE BID AMOUNT				\$1,854,678.30

Item No.	Alt. No. 1	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization, (Maximum 10% of Base Bid) as per TxDOT 500	LS	1	17,000.	17,000.
2	HMAC Type F (0.75 Inch Depth)	SY	14,993	8.85	1,326,880.05
3	Tack Coat	Gal	1,199	4.95	5,935.05
4	Milling (0.75 Inch Depth)	SY	14,993	2.10	31,485.30
5	Crosswalk	EA	-		-
6	Retroreflectorized Pavement Marking 4" Wide Solid (W)	LF	-		-
7	Retroreflectorized Pavement Marking 4" Wide Solid (Y)	LF	-		-
8	Retroreflectorized Pavement Marking (W) (Stop Bar)	EA	5	150.-	750.-
9	Retroreflectorized Pavement Marking (W) (Words "ONLY")	EA	-		-
10	Material Testing	EA	2	1,800.	3,600.
	TOTAL BASE BID AMOUNT				\$1,914,58.40

Item No.	Alt. No. 2	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization, (Maximum 10% of Base Bid) as per TxDOT 500	LS	1	50,000.	50,000.
2	HMAC Type F (0.75 Inch Depth)	SY	44,473	8.80	391,362.40
3	Tack Coat	Gal	3,558	4.95	17,612.10
4	Milling (0.75 Inch Depth)	SY	44,473	2.00	88,946.-
5	Crosswalk	EA	1	300.-	300.-
6	Retroreflectorized Pavement Marking 4" Wide Solid (W)	LF	-		-
7	Retroreflectorized Pavement Marking 4" Wide Solid (Y)	LF	-		-
8	Retroreflectorized Pavement Marking (W) (Stop Bar)	EA	29	150.-	4,350.-
9	Retroreflectorized Pavement Marking (W) (Words "ONLY")	EA	-		-
10	Material Testing	EA	4	1,800.	7,200.-
	TOTAL BASE BID AMOUNT				\$559,170.60

Item No.	Alt. No. 3	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization, (Maximum 10% of Base Bid) as per TxDOT 500	LS	1	19,000	19,000
2	HMAC Type F (0.75 Inch Depth)	SY	16,770	8.85	148,414.50
3	Tack Coat	Gal	1,677	4.95	8,301.15
4	Milling (0.75 Inch Depth)	SY	16,770	2.10	35,217
5	Crosswalk	EA	5	300	1,500
6	Retroreflectorized Pavement Marking 4" Wide Solid (W)	LF	-	-	-
7	Retroreflectorized Pavement Marking 4" Wide Solid (Y)	LF	-	-	-
8	Retroreflectorized Pavement Marking (W) (Stop Bar)	EA	11	150	1,650
9	Retroreflectorized Pavement Marking (W) (Words "ONLY")	EA	-	-	-
10	Material Testing	EA	2	1,800	3,600
TOTAL BASE BID AMOUNT					\$217,682.65

00 42 23.02 CONTRACTOR COMPLIANCE TO STATE LAW

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

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

"Nonresident bidder" refers to a person who is not a resident of Texas

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

Check the statement that is correct for Bidder.

☐ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.

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

☒ Our principal place of business or corporate offices are in the State of Texas.

Contractor Name: TEXAS MATERIALS GROUP, INC.
(typed or printed)

By: 
(signature -- attach evidence of authority to sign)

Name: DAVID REESE
(typed or printed)

Title: AUTHORIZED EMPLOYEE
(typed or printed)

Business address: 1320 ARROW POINT DR. SUITE 600
CENAR PARK, TX 78613

Phone: 512-633-5680 Email: DAVID.REESE@TEXASMATERIALS.COM

END OF SECTION

00 42 23.03 CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

\$ 1,065,000.-

All other charges and costs

\$ 1,758,589.95

Total (Total must equal the Contract Price)

\$ 2,823,589.95

Contractor Name:

TEXAS MATERIALS GROUP, INC.
(typed or printed)

By:



(signature -- attach evidence of authority to sign)

Name:

DAVID REESE

(typed or printed)

Title:

AUTHORIZED EMPLOYEE

(typed or printed)

Business address:

1320 ARROW POINT DR, SUITE 600
CEDAR PARK, TX 78613

Phone:

512-633-5680

Email:

DAVID.REESE@TEXASMATERIALS.COM

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

END OF SECTION

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

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

This questionnaire is being filed in accordance with Chapter 176, 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.*TEXAS MATERIALS GROUP, 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.

N/A

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?

☐

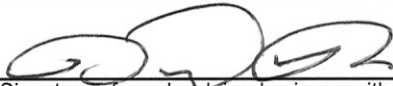
Yes

☐

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 
Signature of vendor doing business with the governmental entity

5/31/2019
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.

00 43 43 WAGE RATES

1.00 GENERAL

1.01 PAYMENT OF PREVAILING WAGE RATES

- A. Contractor and any Subcontractors employed on this Project shall pay not less than the rates established by the Owner as required by Texas Government Code Chapter 2258.

1.02 RECORDS

- A. In accordance with Tex. Gov't Code §2258.024, the Contractor and its Subcontractors, if any, shall keep a record showing:
 - 1. The name and occupation of each worker employed by the Contractor or Subcontractor in the construction of the Work; and
 - 2. The actual per diem wages paid to each worker.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner.

1.03 LIABILITY; PENALTY; CRIMINAL OFFENSE

- A. Tex. Gov't Code §2258.003 – Liability: An officer, agent, or employee of the Owner is not liable in a civil action for any act or omission implementing or enforcing Chapter 2258 unless the action was made in bad faith.
- B. Tex. Gov't Code §2258.053(b) – Penalty: Any Contractor or Subcontractor who violates the requirements of Chapter 2258, shall pay to the Owner, on whose behalf the Contract is made, \$60 for each worker employed or each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract.
- C. Tex. Gov't Code §2258.058 – Criminal Offense:
 - 1. An officer, agent, or representative of the Owner commits an offense if the person willfully violates or does not comply with a provision of Chapter 2258.
 - 2. Any Contractor or Subcontractor, or an agent or representative of the Contractor or Subcontractor, commits an offense if the person violates Tex. Gov't Code §2258.024.
 - 3. An offense is punishable by:
 - a. A fine not to exceed \$500;
 - b. Confinement in jail for a term not to exceed six months; or
 - c. Both a fine and confinement.

1.04 PREVAILING WAGE RATES

- A. The minimum rates for various labor classifications as established by the Owner are as shown in Appendix A.

END OF SECTION

_____ of _____ 1320 Arrow Point Drive, Cedar Park, TX 78613

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto

City of Bee Cave, Texas

(hereinafter called the Obligee) in the penal sum of

Five Percent of Amount Bid	Dollars (5%)
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THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bee Cave 2019 Street Improvements

Signed and sealed this 31st day of May, 2019

Witness

Texas Materials Group, Inc.

{ Robert E. ... (Seal)
Principal
ASST SECRETARY
Title



Lisa Hall

Witness

Liberty Mutual Insurance Company

By Tina Davis Attorney-in-Fact

State of UT }
County of Salt Lake } ss:

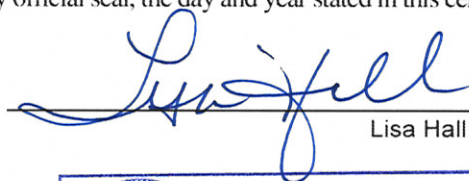
On May 31, 2019 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 3/13/2023 _____



Lisa Hall Notary Public



LISA HALL
Notary Public
State of Utah
My Commission Expires March 13, 2023
Commission Number 704231



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

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

Certificate No: **8197868**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Hall, Linda Lee Nipper, Tina Davis, Lindsey Plattner

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of October, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of October, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of May, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

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

RESOLVED, that effective November 8, 2016 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “**Officer**” and collectively, the “**Officers**”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon Smith	President
Stephen Ross	Secretary/Asst. Treasurer
Kal A. Kincaid	Vice President/Assistant Secretary
Joe Naivar, Jr.	Vice President/Assistant Secretary
Eric Bailey	Vice President/Assistant Secretary
Jake Parson	Vice President/Assistant Secretary
Nicholas Schack	Vice President/Assistant Secretary
Hugh Franklin	Vice President – Finance
William B. Miller	Admin. Vice President/Assistant Secretary
Charles Brown	Treasurer/Assistant Secretary
Robert Banks	Assistant Secretary

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

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

Angela Kvarme	Assistant Secretary/Assistant Treasurer
Kristin Davis	Assistant Secretary/Assistant Treasurer
Chris Michael	Assistant Secretary/Assistant Treasurer
Ben Liggett	Assistant Secretary
Scott Blanchard	Assistant Secretary

Larry Matthews	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Mike Wallace	Assistant Secretary
Dean W. Buchanan	Assistant Secretary
Gary P. Hickman	Assistant Secretary
Michael G. O'Driscoll	Assistant Secretary
M. Craig Hall	Assistant Secretary
David M. Toolan	Assistant Secretary
David Lewis	Assistant Secretary
David Young	Assistant Secretary

FURTHER RESOLVED, that effective November 8, 2016 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Robert Brown	Ryan Lindsey	Lance Phillips
Mike Brown	L.L. Matthews	David Reese
James A. Connor	Rebecca Rutledge	Barry Egbert
Dean Donnellan	Greg Morisey	Josh Houston
Stephen Koonce	Kirk Morris	

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

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

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

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

Signature: Brandon J. Smith
Brandon J. Smith (Nov 14, 2016)

Email: brandon.smith@oldcastlematerials.com

Signature: Nathan Creech
Nathan Creech (Nov 14, 2016)

Email: nathan.creech@oldcastlematerials.com

Signature: John J. Keating
John J. Keating (Nov 14, 2016)

Email: jkeating@oldcastlematerials.com