

Award

Line #		Description	Talbert Rodd, LLC Dallas, TX HUB - No		MBC Services LLC Mesquite, TX HUB - No		Falkenberg Construction Co., Inc. Grand Prairie, TX HUB - Yes	
		QTY	Total Price	\$219,000.53	Total Price	\$319,934.78	Total Price	\$378,457.59
Price Breakdown of Package 1 - Base Bid								
1.2	Materials	1		\$38,603.70		\$146,197.44		\$216,899.00
1.3	Services	1		\$169,123.50		\$160,637.76		\$144,599.00
1.4	Extra Maintenance Materials Price (Package 2)	1		\$5.00		\$1,131.25		\$3,170.00
1.5	Required Bond(s)	1		\$6,400.00		\$7,100.00		\$8,921.26
1.6	City of Lake Worth Permit (Fixed Price)	1		\$4,868.33		\$4,868.33		\$4,868.33
	Earliest Start Date		6/3/2024		6/3/2024		6/17/2024	
	Total Calendar Days to Complete Project		45		120		110	

Price Breakdown of Package 2

2*	Package 2 - Extra Maintenance Materials - Total for Package 2 entered on line 1.4 in Package 1.			\$5.00*		\$1,131.25		\$3,170.00
2.1	Extra Maintenance Materials - Extra Acoustical Units	1		\$1.00		\$93.75		\$320.00
2.2	Extra Maintenance Materials - Extra Flooring Materials Extra Wall Base	1		\$1.00		\$187.50		\$350.00
2.3	Extra Maintenance Materials - Extra Carpet Tiles	1		\$1.00		\$250.00		\$500.00
2.4	Extra Maintenance Materials - Extra Paint and Finish Materials	1		\$1.00		\$250.00		\$500.00
2.5	Extra Maintenance Materials -Fire Alarm System	1		\$1.00		\$350.00		\$1,500.00

Line #		Description	QTY	Holt Construction Pearl River, NY HUB - No		CGC General Contractors, Inc. Haltom City, TX HUB - No		CMP Commercial Construction, Inc. Fort Worth, TX HUB - No	
				Total Price	\$385,880.97	Total Price	\$391,407.33	Total Price	\$415,809.33
Price Breakdown of Package 1 - Base Bid									
1.2		Materials	1		\$163,994.54		\$250,872.00		\$169,200.00
1.3		Services	1		\$211,026.28		\$124,638.00		\$226,372.00
1.4		Extra Maintenance Materials Price (Package 2)	1		\$1,370.01		\$4,820.00		\$3,400.00
1.5		Required Bond(s)	1		\$4,621.81		\$6,209.00		\$11,969.00
1.6		City of Lake Worth Permit (Fixed Price)	1		\$4,868.33		\$4,868.33		\$4,868.33
		Earliest Start Date		7/1/2024		7/1/2024		7/1/2024	
		Total Calendar Days to Complete Project		60		120		120	

Price Breakdown of Package 2

2*		Package 2 - Extra Maintenance Materials - Total for Package 2 entered on line 1.4 in Package 1.				\$1,370.01		\$4,820.00		\$3,400.00
2.1		Extra Maintenance Materials - Extra Acoustical Units		1		\$500.00		\$250.00		\$110.00
2.2		Extra Maintenance Materials - Extra Flooring Materials Extra Wall Base		1		\$350.00		\$1,220.00		\$286.00
2.3		Extra Maintenance Materials - Extra Carpet Tiles		1		\$260.00		\$50.00		\$113.00
2.4		Extra Maintenance Materials - Extra Paint and Finish Materials		1		\$260.00		\$300.00		\$288.00
2.5		Extra Maintenance Materials - Fire Alarm System		1		\$0.01		\$3,000.00		\$2,603.00

Line # Description			QTY	Calc Construction, Inc. Fort Worth, TX HUB - No		Dallas Harmony Construction, LLC. Grand Prairie, TX HUB - No	
				Total Price	\$456,397.83	Total Price	\$464,579.73
Price Breakdown of Package 1 - Base Bid							
1.2	Materials	1		\$173,968.00		\$118,576.48	
1.3	Services	1		\$258,560.85		\$320,039.23	
1.4	Extra Maintenance Materials Price (Package 2)	1		\$1,699.50		\$2,512.50	
1.5	Required Bond(s)	1		\$17,301.15		\$18,583.19	
1.6	City of Lake Worth Permit (Fixed Price)	1		\$4,868.33		\$4,868.33	
	Earliest Start Date			6/3/2024		6/3/2024	
	Total Calendar Days to Complete Project			120		180	

Price Breakdown of Package 2

2*		Package 2 - Extra Maintenance Materials - Total for Package 2 entered on line 1.4 in Package 1.			\$1,699.50		\$2,512.50
2.1		Extra Maintenance Materials - Extra Acoustical Units	1		\$330.00		\$187.50
2.2		Extra Maintenance Materials - Extra Flooring Materials Extra Wall Base	1		\$132.00		\$1,125.00
2.3		Extra Maintenance Materials - Extra Carpet Tiles	1		\$192.50		\$250.00
2.4		Extra Maintenance Materials - Extra Paint and Finish Materials	1		\$385.00		\$250.00
2.5		Extra Maintenance Materials -Fire Alarm System	1		\$660.00		\$700.00

Line #			Description	QTY	Talbert Rodd, LLC Dallas, TX HUB - No		MBC Services LLC Mesquite, TX HUB - No		Falkenberg Construction Co., Inc. Grand Prairie, TX HUB - Yes	
					Total Price	\$219,000.53	Total Price	\$319,934.78	Total Price	\$378,457.59
Price Breakdown Package 3 - Alternate										
3		Package 3 - Alternate: Total Additional price to provide the Materials and Services for Section 27 41 16 - Integrated Audio/Video Systems and Equipment				\$3.00*		\$179,305.46		\$202,375.00
3.2		Alternate: Additional Materials to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1			\$1.00		\$131,839.73		\$118,488.00
3.3		Alternate: Additional Services to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1			\$1.00		\$43,559.73		\$78,992.00
3.4		Alternate: Additional Required Bonds to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1			\$1.00		\$3,906.00		\$4,895.00

Line #		Description	QTY	Holt Construction Pearl River, NY HUB - No		CGC General Contractors, Inc. Haltom City, TX HUB - No		CMP Commercial Construction, Inc. Fort Worth, TX HUB - No	
				Total Price	\$385,880.97	Total Price	\$391,407.33	Total Price	\$415,809.33
Price Breakdown Package 3 - Alternate									
3		Package 3 - Alternate: Total Additional price to provide the Materials and Services for Section 27 41 16 - Integrated Audio/Video Systems and Equipment		\$211,319.75		\$161,987.00		\$177,289.00	
3.2		Alternate: Additional Materials to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$161,276.27		\$119,547.00		\$153,587.00
3.3		Alternate: Additional Services to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$47,434.61		\$41,000.00		\$22,158.00
3.4		Alternate: Additional Required Bonds to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$2,608.87		\$1,440.00		\$1,544.00

Bid No. F2024123 J.D. Johnson Northwest Subcourthouse Multi-Purpose Community Room Build-Out

Line # Description			QTY	Calc Construction, Inc. Fort Worth, TX HUB - No		Dallas Harmony Construction, LLC. Grand Prairie, TX HUB - No	
				Total Price	\$456,397.83	Total Price	\$464,579.73
Price Breakdown Package 3 - Alternate							
3	Package 3 - Alternate: Total Additional price to provide the Materials and Services for Section 27 41 16 - Integrated Audio/Video Systems and Equipment			\$198,151.00			\$216,000.00
3.2	Alternate: Additional Materials to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$120,853.08			\$120,960.00
3.3	Alternate: Additional Services to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$69,676.73			\$86,400.00
3.4	Alternate: Additional Required Bonds to Add Section 27 41 16 Integrated Audio/Video Systems and Equipment	1		\$7,621.19			\$8,640.00

Notes:

*Talbert Rodd, LLC agreed to honor their bid for Package 2.

*Talbert Rodd, LLC misunderstood the requirement to bid Package 3, which was the Alternate bid for Audio/Video Systems and Equipment, so they withdrew their bid for the Alternate. The bids received for Package 3 from all other vendors would increase the total to an amount that exceeds budget.

Integrated Roofing Systems, Inc., Triple-C Fence, LLC, and Zomark Construction LLC submitted no-bids.

THE STATE OF TEXAS § Agreement for J.D. Johnson Northwest Subcourthouse
Community Room Build-Out
COUNTY OF TARRANT § F2024123

This Agreement is by and between Tarrant County, Texas (the “Owner”), and Talbert Rodd, LLC (the “Contractor”). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled “J.D. Johnson Northwest Subcourthouse Community Room Build-Out” (the “Project”). The Contractor will complete the Project no later than forty-five (45) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by RPGA Design Group, Inc. and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within Ten (10) days after “Notice to Proceed” issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of two hundred nineteen thousand dollars, and fifty-three cents (\$219,000.53). The Total Contract Price consists of the following components:

Materials	\$ 38,603.70
Services	\$ 169,123.50
Extra Maintenance Materials	\$ 5.00
Required Bonds	\$ 6,400.00
<u>City of Lake Worth Permit</u>	<u>\$ 4,868.33</u>
Total Contract Price	\$ 219,000.53

5. Based upon applications for payment submitted to Tarrant County Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.

7. Contractor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”
8. The Contract Documents consist of the following:
- This Agreement
 - Invitation for Bid F2024123 Bid Documents
 - RPGA Design Group, Inc. Specifications & Drawings
 - Talbert Rodd, LLC response to Bid F2024123
 - Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT
OWNER

(SIGNATURE)

BY: Tim O’Hare

TITLE: County Judge

Date: _____

TALBERT RODD, LLC
CONTRACTOR



(SIGNATURE)

BY: Alexandra Throckmorton

TITLE: Chief Operating Officer

Date May 21, 2024

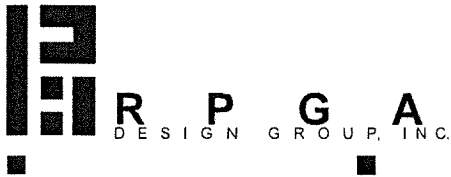
*Approved as to Form:

Certification of Funds Available
for the Amount of \$219,000.53

Kimberly Collier Wesley
Criminal District Attorney’s Office

Kim Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



May 22, 2024

Gwen Peterson, C.P.M., A.P.P. Senior Buyer
Tarrant County Purchasing Department
100 E Weatherford, Suite 303
Fort Worth, Texas 76196-0104

RE: IFB F2024123 J. D. Johnson Northwest Subcourthouse
Multi-Purpose Community Room Build-Out
Award Letter – Talbert Rodd, LLC

Ms. Peterson,

Following the bidding and scope review meeting held with Talbert Rodd, LLC on May 20, 2024, RPGA Design Group, Inc. takes no exception in recommending Talbert Rodd, LLC as the general contractor for the renovations and finish out of the Multi-Purpose Community Room Build-Out at the J. D. Johnson Northwest Subcuourthouse.

If you need any additional information from us to complete the awarding process, please contact us at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Javier Lucio', is written over the word 'Sincerely,' and the printed name 'Javier Lucio - Architect'.

Javier Lucio - Architect
RPGA Design Group, Inc.



AIA Document A312™ – 2010

Performance Bond

Bond # 416402X

CONTRACTOR:

(Name, legal status and address)

TALBERT RODD, LLC

5300 Keller Springs Rd. #1056 Dallas, TX 75248

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

One Park Circle Westfield Center, OH 44251

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Tarrant County

100 East Weathrford St Fort Worth, Texas 76196

CONSTRUCTION CONTRACT

Date: 05/22/2024

Amount: \$219,000.53

Two Hundred Nineteen Thousand and 53/100 Dollars

Description:

(Name and location)

J.D. Johnson Northwest Subcourthouse Community Room Build-Out

6713 TELEPHONE ROAD LAKE WORTH, TEXAS 76135

BOND

Date: 05/23/2024

(Not earlier than Construction Contract Date)

Amount: \$219,000.53

Two Hundred Nineteen Thousand and 53/100 Dollars


Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

TALBERT RODD, LLC

Signature: 

Name Robert S. Rodd, Manager

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

(Corporate Seal)

Westfield Insurance Company

Signature: 

Name Joshua Kayser, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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under the terms of

061010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.



AIA Document A312™ – 2010

Payment Bond

Bond # 416402X

CONTRACTOR:

(Name, legal status and address)

TALBERT RODD, LLC

5300 Keller Springs Rd. #1056 Dallas, TX 75248

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

One Park Circle Westfield Center, OH 44251

OWNER:

(Name, legal status and address)

Tarrant County

100 East Weatherford St Fort Worth, Texas 76196

CONSTRUCTION CONTRACT

Date: 05/22/2024

Amount: \$219,000.53

Two Hundred Nineteen Thousand and 53/100 Dollars

Description:

(Name and location)

J.D. Johnson Northwest Subcourthouse Community Room Build-Out

6713 TELEPHONE ROAD LAKE WORTH, TEXAS 76135

BOND

Date: 05/23/2024

(Not earlier than Construction Contract Date)

Amount: \$219,000.53

Two Hundred Nineteen Thousand and 53/100 Dollars

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

TALBERT RODD, LLC

Signature: _____

Name Robert S. Rodd, Manager

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

Westfield Insurance Company

Signature: _____

Name Joshua Kayser, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

POWER NO. 2400012 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAS, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY, of COLUMBIA and State of MO their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney, or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of July, A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By: Gary W. Stumper,
National Surety Leader and Senior Executive

On this 27th day of July, A.D., 2022, before me personally came Gary W. Stumper, to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 23rd day of May, A.D., 2024.

BPOAC
(03-22)



By:

Frank Carrino, Secretary