

Primary Award

Jackson Construction, Ltd. Fort Worth, TX HUB - No		Total Price	\$2,513,237.00		
Line #	Description	QTY	UOM	Unit	Extended
1	<p>CONTRACT FOR MARKUM RANCH ROAD WIDENING - PRICING - Contractor shall include all labor, transportation, trucks, earth-moving equipment, new materials, debris removal, removing and disposing of all obstructions, trees, walls, driveways and other structures, freight, parking, fuel, temporary works, temporary facilities, site quality assurance and quality control, safety and security associated with the Works, when providing Unit Price on this Price Form. No additional costs will be permitted unless pre-approved by Tarrant County Purchasing. Contractor shall not charge Tarrant County a separate transportation charges, heavy equipment charge, Trip Charge, Truck Charge, Fuel Charge or Service Call on any service /activity performed under this Contract. Contractor shall include all detours, roads closing, scheduling inspections, reports, procedures and plans services charges in its Unit Price. Contractor shall note that the estimated quantity reflected on this document may be less or more. Tarrant County will only pay for actuals.</p>				
1.1	Mobilization (TxDOT 500)	1	LS	\$110,000.00	\$110,000.00
1.2	Barricades, Signs & Traffic Control (TMUTCD)	1	LS	\$38,000.00	\$38,000.00
1.3	Prepare Right of Way (TxDOT 100)	23	STA	\$15,000.00	\$345,000.00
1.4	Irrigation Allowance (NCTCOG 502.1) (\$10,000.00)	1	LS	\$10,000.00	\$10,000.00
1.5	Temporary Erosion, Sedimentation and Storm Water Pollution Prevention Plan (SWPPP) (TxDOT 506)	1	LS	\$14,000.00	\$14,000.00
1.6	Project Sign (NCTCOG 107.21)	2	EA	\$600.00	\$1,200.00
1.7	Unclassified Roadway Excavation (TxDOT 110)	2500	CY	\$56.00	\$140,000.00
1.8	Embankment (TxDOT 132)	1300	CY	\$50.00	\$65,000.00

Primary Award

Line # Description		QTY	UOM	Jackson Construction, Ltd. Fort Worth, TX HUB - No	
				Total Price	Extended
1.9	8" Reinforced Concrete Pavement (4,500 psi) (TxDOT 360)	8956	SY	\$97.00	\$868,732.00
1.10	8" Flexible Base Shoulder (Type A, Grade 1-2) (Density Control) (TxDOT 247)	1670	SY	\$44.00	\$73,480.00
1.11	Lime Material for Treated Subgrade (TxDOT 260)	197	TON	\$395.00	\$77,815.00
1.12	8" Lime Treated Subgrade (42 LB/SY) (TxDOT 260)	9381	SY	\$10.00	\$93,810.00
1.13	4" Concrete Median (TxDOT 536)	183	SY	\$135.00	\$24,705.00
1.14	Asphalt Transition - 2" Type "D" on 4" Type "B" (2" Lifts Max) (TxDOT 341)	577	SY	\$77.00	\$44,429.00
1.15	8" Concrete Driveway Approaches (TxDOT 530)	941	SY	\$195.00	\$183,495.00
1.16	6" Integral Concrete Curb (TxDOT 529)	380	LF	\$3.00	\$1,140.00
1.17	4" Thick Topsoil (TxDOT 160)	2933	SY	\$11.00	\$32,263.00
1.18	Hydromulch Seeding (TxDOT 164)	2933	SY	\$4.00	\$11,732.00
1.19	Pavement Header (includes sawcut) (NCTCOG 305.4)	185	LF	\$50.00	\$9,250.00
1.20	Metal Beam Guard Fence (TxDOT 540)	81	LF	\$120.00	\$9,720.00
1.21	Remove 24" RCP (TxDOT 496)	99	LF	\$60.00	\$5,940.00
1.22	Remove Storm Manhole (TxDOT 496)	1	EA	\$3,000.00	\$3,000.00
1.23	Remove SET (TxDOT 496)	1	EA	\$1,800.00	\$1,800.00
1.24	Remove Concrete Headwall with Wings (TxDOT 496)	2	EA	\$1,800.00	\$3,600.00
1.25	Remove Large Rock Riprap (TxDOT 100)	183	SY	\$80.00	\$14,640.00
1.26	10' Curb Inlet (TxDOT 465)	1	EA	\$16,000.00	\$16,000.00
1.27	30" RCP, Class III (TxDOT 464)	11	LF	\$240.00	\$2,640.00

Primary Award

Jackson Construction, Ltd.
Fort Worth, TX
HUB - No

Total Price		\$2,513,237.00	
Line #	Description	QTY	UOM
1.28	24" RCP, Class III (TxDOT 464)	73	LF
1.29	18" RCP, Class III (TxDOT 464)	30	LF
1.30	5'x3' RCBC (TxDOT 462)	134	LF
1.31	30" SET (6:1) Type II (PSET-SC) (TxDOT 467)	1	EA
1.32	24" SET (6:1) Type II (PSET-SP) (TxDOT 467)	1	EA
1.33	5'x3' Type I SET B-CD (TxDOT 467)	2	EA
1.34	Concrete Headwall with Parallel Wings (TxDOT 466)	1	EA
1.35	Concrete Headwall with Flared Wings (TxDOT 466)	1	EA
1.36	Concrete Flume (TxDOT 420)	10	SY
1.37	18" Rock Riprap (36" thick) (TxDOT 432)	278	CY
1.38	Temporary Asphalt Paving Repair (2" Type D Asphalt on 4" Type A Flex Base) (TxDOT 351)	114	LF
1.39	Trench Safety (TxDOT 402)	181	LF
1.40	HES 8" Concrete Driveway Approaches	373	SY
Unit		Extended	
Total Price		\$2,513,237.00	
Unit		Extended	
Total Price		\$2,513,237.00	

Ed Bell Construction Company Dallas, TX HUB - No		Total Price	\$2,585,994.50		
		Unit	Extended		
Line #	Description	QTY	UOM		
1	<p>CONTRACT FOR MARKUM RANCH ROAD WIDENING - PRICING - Contractor shall include all labor, transportation, trucks, earth-moving equipment, new materials, debris removal, removing and disposing of all obstructions, trees, walls, driveways and other structures, freight, parking, fuel, temporary works, temporary facilities, site quality assurance and quality control, safety and security associated with the Works, when providing Unit Price on this Price Form. No additional costs will be permitted unless pre-approved by Tarrant County Purchasing. Contractor shall not charge Tarrant County a separate transportation charges, heavy equipment charge, Trip Charge, Truck Charge, Fuel Charge or Service Call on any service /activity performed under this Contract. Contractor shall include all detours, roads closing, scheduling inspections, reports, procedures and plans services charges in its Unit Price. Contractor shall note that the estimated quantity reflected on this document may be less or more. Tarrant County will only pay for actuals.</p>				
1.1	Mobilization (TxDOT 500)	1	LS	\$230,000.00	\$230,000.00
1.2	Barricades, Signs & Traffic Control (TMUTCD)	1	LS	\$160,000.00	\$160,000.00
1.3	Prepare Right of Way (TxDOT 100)	23	STA	\$4,200.00	\$96,600.00
1.4	Irrigation Allowance (NCTCOG 502.1) (\$10,000.00)	1	LS	\$10,000.00	\$10,000.00
1.5	Temporary Erosion, Sedimentation and Storm Water Pollution Prevention Plan (SWPPP) (TxDOT 506)	1	LS	\$56,000.00	\$56,000.00
1.6	Project Sign (NCTCOG 107.21)	2	EA	\$500.00	\$1,000.00
1.7	Unclassified Roadway Excavation (TxDOT 110)	2500	CY	\$10.00	\$25,000.00
1.8	Embankment (TxDOT 132)	1300	CY	\$25.00	\$32,500.00

		Ed Bell Construction Company Dallas, TX HUB - No	
Line #	Description	QTY	UOM
1.9	8" Reinforced Concrete Pavement (4,500 psi) (TxDOT 360)	8956	SY
1.10	8" Flexible Base Shoulder (Type A, Grade 1-2) (Density Control) (TxDOT 247)	1670	SY
1.11	Lime Material for Treated Subgrade (TxDOT 260)	197	TON
1.12	8" Lime Treated Subgrade (42 LB/SY) (TxDOT 260)	9381	SY
1.13	4" Concrete Median (TxDOT 536)	183	SY
1.14	Asphalt Transition - 2" Type "D" on 4" Type "B" (2" Lifts Max) (TxDOT 341)	577	SY
1.15	8" Concrete Driveway Approaches (TxDOT 530)	941	SY
1.16	6" Integral Concrete Curb (TxDOT 529)	380	LF
1.17	4" Thick Topsoil (TxDOT 160)	2933	SY
1.18	Hydromulch Seeding (TxDOT 164)	2933	SY
1.19	Pavement Header (includes sawcut) (NCTCOG 305.4)	185	LF
1.20	Metal Beam Guard Fence (TxDOT 540)	81	LF
1.21	Remove 24" RCP (TxDOT 496)	99	LF
1.22	Remove Storm Manhole (TxDOT 496)	1	EA
1.23	Remove SET (TxDOT 496)	1	EA
1.24	Remove Concrete Headwall with Wings (TxDOT 496)	2	EA
1.25	Remove Large Rock Riprap (TxDOT 100)	183	SY
1.26	10' Curb Inlet (TxDOT 465)	1	EA
1.27	30" RCP, Class III (TxDOT 464)	11	LF
		Total Price	\$2,585,994.50
		Unit	Extended
		\$115.00	\$1,029,940.00
		\$40.00	\$66,800.00
		\$350.00	\$68,950.00
		\$8.50	\$79,738.50
		\$200.00	\$36,600.00
		\$75.00	\$43,275.00
		\$170.00	\$159,970.00
		\$10.00	\$3,800.00
		\$15.00	\$43,995.00
		\$12.00	\$35,196.00
		\$75.00	\$13,875.00
		\$100.00	\$8,100.00
		\$60.00	\$5,940.00
		\$1,500.00	\$1,500.00
		\$1,000.00	\$1,000.00
		\$4,500.00	\$9,000.00
		\$50.00	\$9,150.00
		\$15,000.00	\$15,000.00
		\$250.00	\$2,750.00

		Ed Bell Construction Company Dallas, TX HUB - No	
		Total Price	\$2,585,994.50
Line #	Description	QTY	UOM
1.28	24" RCP, Class III (TxDOT 464)	73	LF
1.29	18" RCP, Class III (TxDOT 464)	30	LF
1.30	5'X3' RCBC (TxDOT 462)	134	LF
1.31	30" SET (6:1) Type II (PSET-SC) (TxDOT 467)	1	EA
1.32	24" SET (6:1) Type II (PSET-SP) (TxDOT 467)	1	EA
1.33	5'x3' Type I SET B-CD (TxDOT 467)	2	EA
1.34	Concrete Headwall with Parallel Wings (TxDOT 466)	1	EA
1.35	Concrete Headwall with Flared Wings (TxDOT 466)	1	EA
1.36	Concrete Flume (TxDOT 420)	10	SY
1.37	18" Rock Riprap (36" thick) (TxDOT 432)	278	CY
1.38	Temporary Asphalt Paving Repair (2" Type D Asphalt on 4" Type A Flex Base) (TxDOT 351)	114	LF
1.39	Trench Safety (TxDOT 402)	181	LF
1.40	HES 8" Concrete Driveway Approaches	373	SY
		Unit	Extended
		\$175.00	\$12,775.00
		\$150.00	\$4,500.00
		\$650.00	\$87,100.00
		\$4,500.00	\$4,500.00
		\$1,500.00	\$1,500.00
		\$12,500.00	\$25,000.00
		\$16,000.00	\$16,000.00
		\$9,000.00	\$9,000.00
		\$500.00	\$5,000.00
		\$300.00	\$83,400.00
		\$100.00	\$11,400.00
		\$10.00	\$1,810.00
		\$210.00	\$78,330.00

XIT Paving and Construction INC Waxahachie, TX HUB - Yes		Total Price	\$2,532,805.00		
Line #	Description	QTY	UOM	Unit	Extended
1	<p>CONTRACT FOR MARKUM RANCH ROAD WIDENING - PRICING - Contractor shall include all labor, transportation, trucks, earth-moving equipment, new materials, debris removal, removing and disposing of all obstructions, trees, walls, driveways and other structures, freight, parking, fuel, temporary works, temporary facilities, site quality assurance and quality control, safety and security associated with the Works, when providing Unit Price on this Price Form. No additional costs will be permitted unless pre-approved by Tarrant County Purchasing. Contractor shall not charge Tarrant County a separate transportation charges, heavy equipment charge, Trip Charge, Truck Charge, Fuel Charge or Service Call on any service /activity performed under this Contract. Contractor shall include all detours, roads closing, scheduling inspections, reports, procedures and plans services charges in its Unit Price. Contractor shall note that the estimated quantity reflected on this document may be less or more. Tarrant County will only pay for actuals.</p>				
1.1	Mobilization (TxDOT 500)	1	LS	\$120,000.00	\$120,000.00
1.2	Barricades, Signs & Traffic Control (TMUTCD)	1	LS	\$173,000.00	\$173,000.00
1.3	Prepare Right of Way (TxDOT 100)	23	STA	\$8,000.00	\$184,000.00
1.4	Irrigation Allowance (NCTCOG 502.1) (\$10,000.00)	1	LS	\$10,000.00	\$10,000.00
1.5	Temporary Erosion, Sedimentation and Storm Water Pollution Prevention Plan (SWPPP) (TxDOT 506)	1	LS	\$30,000.00	\$30,000.00
1.6	Project Sign (NCTCOG 107.21)	2	EA	\$500.00	\$1,000.00
1.7	Unclassified Roadway Excavation (TxDOT 110)	2500	CY	\$50.00	\$125,000.00
1.8	Embankment (TxDOT 132)	1300	CY	\$20.00	\$26,000.00

CONTRACT

THE STATE OF TEXAS § Agreement for Markum Ranch Road Widening
COUNTY OF TARRANT § F2024187

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Jackson Construction, Ltd. (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 "Markum Ranch Road Widening" (the "Project"). The Contractor will complete the Project no later than two hundred seventy (270) 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 Pacheco Koch a Westwood Company 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 millions five hundred thirteen thousands two hundred thirty-seven dollars and 00/100 cents (\$2,513,237.00). The Total Contract Price consists of the following components:

Materials, Services, Mobilization, Reference Contractor Questionnaire, attached.

Total Contract Price **\$ 2,513,237.00**

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 F2024187 Bid Documents
- Pacheco Koch a Westwood Company Specifications & Drawings
- Jackson Construction, Ltd. response to IFB F2024187
- 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

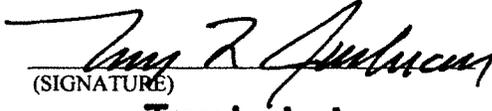
(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____

JACKSON CONSTRUCTION, LTD.
CONTRACTOR


(SIGNATURE)

BY: Troy L. Jackson

TITLE: President

Date 9 / 3 / 2024

*Approved as to Form:


Criminal District Attorney's Office

Certification of Funds Available
for the Amount of \$2,513,237.00

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.

**STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

Bond 1110383

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Jackson Construction, Ltd.

(Hereinafter call the "Principal"), as Principal, and The Hanover Insurance Company

a corporation organized and existing under the laws of the State of NH, with its principal
office in the City of Worcester, MA (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto Tarrant County, Texas

_____ (hereinafter called the "Obligee), in the amount of
Two Million Five Hundred Thirteen Thousand Two Hundred Thirty Seven & 00/100 Dollars (\$ 2,513,237.00) for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20____, to Construct Markum Ranch Road
Widening

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies
at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect. **PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein. **IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this

_____ day of _____, 20_____

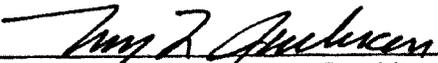
WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

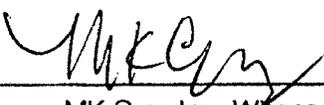
ATTEST: Jackson Construction, Ltd. (Seal)



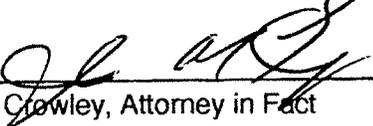
(Principal) Troy L Jackson, President (Seal)

(If Corporation)

The Hanover Insurance Company (Seal)
(Surety)



MK Crowley, Witness

by  (Seal)
Jack M Crowley, Attorney in Fact

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

Bond 1110383

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT,

Jackson Construction, Ltd.

(hereinafter call the "Principal"), as Principal, and The Hanover Insurance Company

a corporation organized and existing under the laws of the State of NH, with its principal office in the City of Worcester, MA (hereinafter called the "Surety"),

as Surety, are held and firmly bound unto Tarrant County, Texas

(hereinafter called the "Obligee), in the amount of

Two Million Five Hundred Thirteen Thousand Two Hundred Thirty Seven & 00/100 Dollars (\$ 2,513,237.00). For the

payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

day of , 20, to Construct

Markum Ranch Road Widening

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS

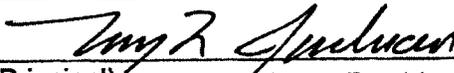
(Seal)

(Seal)

(If Individual or Firm)

ATTEST:

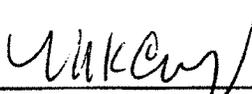
Jackson Construction, Ltd. _____ (Seal)

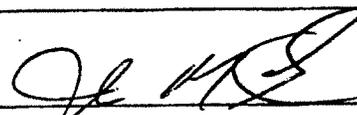


(Principal) Troy L Jackson, President (Seal)

(If Corporation)

The Hanover Insurance Company _____ (Seal)
(Surety)


MK Crowley

by  _____ (Seal)
Jack M Growley, Attorney in Fact

MAINTENANCE BOND

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jackson Construction, Ltd. whose address is 5112 Sun Valley Drive Fort Worth, TX 76119, as PRINCIPAL, and The Hanover Insurance Company whose address is 440 Lincoln Street, Worcester, MA 01615 a CORPORATION

organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto Tarrant County, hereinafter called COUNTY, the sum of Two Million Five Hundred Thirteen Thousand Two Hundred Thirty Seven & 00/100 (\$ 2,513,237.00) which is one-hundred percent

(100%) of said contract amount in lawful money of the United States, for the payment of which sum will and truly to be made unto said Tarrant County, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said Jackson Construction, Ltd. has this _____ day of _____, entered into a written Contract with the said COUNTY for Off-System Bridge Repairs Project in Tarrant County, which Contract and the Plans and Specifications therein mentioned adopted by the COUNTY, are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the COUNTY, and WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to the construction of Off-System Bridge Repairs Project will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed improvements by the COUNTY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the COUNTY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the COUNTY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the COUNTY, said CONTRACTOR binds itself, upon receiving notice from the COUNTY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the COUNTY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the COUNTY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said COUNTY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Tarrant County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Tarrant County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code.

IN WITNESS WHEREOF, the said Jackson Construction, Ltd. has caused these presents to be executed by them; and the said The Hanover Insurance Company has caused these presents to be executed by its ATTORNEY-IN-FACT Jack M. Crowley and the said ATTORNEY-IN-FACT Jack M. Crowley has hereunto set his hand this the _____ day of _____,

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2021.

Jackson Construction, Ltd.
Principal
By Troy L Jackson
Title President
Address 5112 Sun Valley Drive
Fort Worth, TX 76119

The Hanover Insurance Company
Surety
By Jack M. Crowley
Title Attorney in Fact
Address 500 N Akard Street, #4300
Dallas, TX 75201

The name and address of the Resident Agent of Surety is:
Jack Crowley / Willis Towers Watson
500 N Akard Street, #4300, Dallas, TX 75201

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jack M. Crowley, Laurie Pflug, and/or Holly Clevenger

Of Willis Towers Watson Insurance Services West, Inc of Dallas, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 12th day of September, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

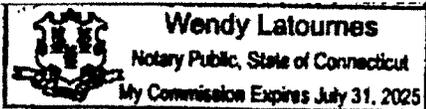
James H. Kawiecki
James H. Kawiecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 12th day of September, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latourmes
Wendy Latourmes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America
John Rewedder
John Rewedder, Vice President



IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01615

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.