

## Award

Line #		Description	QTY	UOM	Cowboys Roofing LLC dba DSA Contractors Irving, TX HUB - Yes		Post L Group Fort Worth, TX HUB - Yes		Aureum Construction Services and Consulting, LLC Houston, TX HUB - No	
BASE BID					Total Price	\$ 358,717.00	Total Price	\$ 482,189.70	Total Price	\$ 486,397.00
					Unit	Extended	Unit	Extended	Unit	Extended
1.1	Materials	1	EA		\$ 192,952.00		\$ 280,841.82		\$ 126,500.00	
1.2	Services	1	EA		\$ 157,871.00		\$ 187,227.88		\$ 261,677.00	
1.3	Required Bonds	1	EA		\$ 7,894.00		\$ 8,000.00		\$ 12,000.00	
Base TOTAL					\$ 358,717.00		\$476,069.70		\$400,177.00	
Earliest Start Date					December 10, 2023		December 4, 2023		December 15, 2023	
Total Calendar Days to Complete Project					112 Days		70 Days		90 Days	
ALTERNATE PROPOSAL 1 - AFTER HOURS										
2.1	Alternate 1 Add (+)	1	EA		\$ -	Included	\$ 6,000.00		\$ 84,300.00	
2.2	Alternate 1 Additional Bond Cost Add (+)	1	EA		\$ -	Included	\$ 120.00		\$ 1,920.00	
Additional Calendars Days Needed or Deducted to Complete Project					No Additional Days		No Additional Days		30 Additional Days	
Alternate 1 TOTAL					Included in Base Pricing		\$6,120.00		\$ 86,220.00	

# F2024016 Miller Avenue Complex Security Fence

			JFA Construction LLC Fort Worth, TX HUB - No		Barrier Fence, LLC Round Rock, TX HUB - Yes	
			Total Price	\$ 696,655.50	Total Price	\$ 853,777.00
Line #	Description	QTY	UOM	Unit	Unit	Extended
BASE BID						
1.1	Materials	1	EA	\$ 236,793.00	\$ 537,109.00	
1.2	Services	1	EA	\$ 157,862.50	\$ 269,012.00	
1.3	Required Bonds	1	EA	\$ 12,500.00	\$ 20,200.00	
Base TOTAL				\$ 407,155.50	\$ 826,321.00	
Earliest Start Date				December 18, 2023	December 18, 2023	
Total Calendar Days to Complete Project				120 Days	30 Days	
ALTERNATE PROPOSAL 1 - AFTER HOURS						
2.1	Alternate 1 Add (+)	1	EA	\$ 275,000.00	\$ 26,400.00	
2.2	Alternate 1 Additional Bond Cost Add (+)	1	EA	\$ 14,500.00	\$ 1,056.00	
Additional Calendars Days Needed or Deducted to Complete Project				Additional 100 Days	15 Additional Days	
Alternate 1 TOTAL				\$ 289,500.00	\$ 27,456.00	

Notes: \* Superior Exterior Fencing withdrew their bid due to inability to hold pricing submitted.

\* Hex-Telecom was unable to perform work as originally awarded on January 23, 2024, and Contract has been cancelled.

\* Willow Creek Signs, Inc., Dallas Security Systems, Inc., Calc Construction, Inc., Wedge Supply, LLC, Plywood Company of Fort Worth, Inc., Bane Machinery, Inc., Communication Concepts, No bid.

March 14, 2024

Sarah VanTassel  
Tarrant County Purchasing - Buyer  
Tarrant County Purchasing  
100 E Weatherford St, Ste. 303  
Fort Worth, TX 76196  
817-212-7247  
[SEVanTassel@tarrantcountytx.gov](mailto:SEVanTassel@tarrantcountytx.gov)

**Bid Award Recommendation**  
**F2024016 Miller Avenue Complex Security Fence**

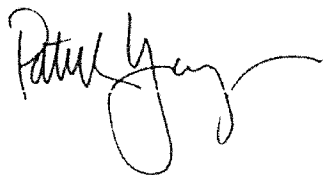
Dear Sarah,

Together with Tarrant County Purchasing and Tarrant County Facilities Management, Bennett Partners met with Cowboys Roofing LLC dba DSA Contractors (Cowboys Roofing LLC) on 13 March 2023 to review the scope included in their bid. After this meeting with Cowboys Roofing LLC dba DSA Contractors (Cowboys Roofing LLC), their bid appears to include the full scope of the contract documents.

We recommend awarding the Miller Avenue Complex Security Fence project to Cowboys Roofing LLC dba DSA Contractors (Cowboys Roofing LLC).

Please feel free to contact me should you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read "Patrick Young", with a stylized flourish extending from the end.

Patrick Young AIA

THE STATE OF TEXAS     § Agreement for Miller Avenue Complex Security Fence  
COUNTY OF TARRANT   § F2024016

This Agreement is by and between Tarrant County, Texas (the “Owner”), and Cowboys Roofing, LLC d/b/a DSA Contractors (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 “Miller Avenue Complex Security Fence” (the “Project”). The Contractor will complete the Project no later than one hundred twelve (112) 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 Bennett Partners 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 three hundred fifty-eight thousand, seven hundred seventeen dollars and no cents (\$358,717.00). The Total Contract Price consists of the following components:

Materials	\$ 192,952.00
Services	\$ 157,871.00
Required Bonds - included	\$ 7,894.00
<b>Sub-Total</b>	<b>\$ 358,717.00</b>
Alternate No. 1 (after hours)- included	\$ 0.00
Alternate No. 1 Bond Fees – included	\$ 0.00
<b>Total Contract Price</b>	<b>\$ 358,717.00</b>

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. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
  - Invitation for Bid F2024016 Volume I Bidding Documents
  - Invitation for Bid F2024016 Volume II Technical Specifications
  - Bennett Partners Document Drawings
  - Hex-Telecom, Inc. response to Bid F2024016
  - 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: \_\_\_\_\_

COWBOY ROOFING, LLC D/B/A DSA

CONTRACTORS

CONTRACTOR

Tim Ebel  
(SIGNATURE)

BY: Tim W. Ebel

TITLE: Project Manager

Date: March 18, 2024

\*Approved as to Form:

Certification of Funds Available  
in the Amount of \$358,717.00

Kimberly Colliet Wesley  
(SIGNATURE)

\_\_\_\_\_  
Kimberly 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.



# AIA DOCUMENT A312-2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Cowboys Roofing LLC dba DSA Contractors  
2500 Texas Drive  
Irving, TX 75062

### SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Rd Ste 600  
Houston, TX 77024

### OWNER:

(Name, legal status and address)

Tarrant County  
100 E. Weatherford  
Fort Worth, TX 76196

### CONSTRUCTION CONTRACT

Date:

Amount: \$358,717.00

Description: (Name and Location) Agreement for Miller Avenue Complex Security Fence Project  
Forth Worth, Texas

### BOND

Date:

Amount: \$358,717.00

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Cowboys Roofing LLC dba DSA Contractors

X: Tim Ebel

Name and Title: Tim Ebel Project Manager

### SURETY

Company: (Corporate Seal)  
Great Midwest Insurance Company

X: Zach Mefferd

Name and Title: Zach Mefferd Attorney-in-Fact



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

(FOR INFORMATION ONLY—Name, Address and telephone

### AGENT or BROKER:

Zip Bonds, LLC  
3737 Woodland Ave. Suite 505, West Des Moines, IA 50266  
888-435-4191

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 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 here from 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 for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

X: N/A  
Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

X: N/A  
Name and Title: \_\_\_\_\_



BOND NUMBER GM 229888

# AIA DOCUMENT A312-2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Cowboys Roofing LLC dba DSA Contractors  
2500 Texas Drive  
Irving, TX 75062

### SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Rd Ste 600  
Houston, TX 77024

### OWNER:

(Name, legal status and address)

Tarrant County  
100 E. Weatherford  
Fort Worth, TX 76196

## CONSTRUCTION CONTRACT

Date:

Amount: \$358,717.00

Description: (Name and Location) Agreement for Miller Avenue Complex Security Fence Project  
Forth Worth, Texas

## BOND

Date:

Amount: \$358,717.00

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Cowboys Roofing LLC dba DSA Contractors

X: \_\_\_\_\_

Name and Title:

### SURETY

Company: (Corporate)  
Great Midwest Insurance Company

X: \_\_\_\_\_

Name and Title: Zach Mefferd Attorney-in-Fact



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

(FOR INFORMATION ONLY—Name, Address and telephone

### AGENT or BROKER:

Zip Bonds, LLC  
3737 Woodland Ave. Suite 505, West Des Moines, IA 50266  
888-435-4191

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 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 for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

X: MA  
Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

X: MA  
Name and Title: \_\_\_\_\_

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson, Jimmy Brown

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



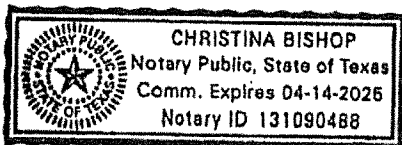
**GREAT MIDWEST INSURANCE COMPANY**

BY

Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.



BY

Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**