



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CONTRACT FOR SERVICES

BACKGROUND

This contract for services is between Tarrant County, Texas ("COUNTY") and Terracon Consultants, Inc. ("PROVIDER") for the lead bullet removal at the Tarrant County Outdoor Pistol Range. The Commissioners Court finds that this contract serves a public purpose in protecting the public health of the citizens of Tarrant County, Texas. COUNTY and PROVIDER agree to the following:

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will excavate the first (front) 15 feet of the existing earthen pistol range backstop which is made of sandy material. The removed material will be sifted to remove the bullet/bullet fragments and containerize them in 55-gallon steel drums and transport them to an approved recycling facility. All work to be in accordance with terms and conditions as listed on RFQ 2021-088, Annual Contract for Environmental Consulting Services and Terracon proposal #PAV23098. The service is necessary so the Tarrant County Sheriff's Office can use the outdoor firing range for qualifying the Sheriff's Department officers. The complete scope includes all requirements located in the following documents that are made a part of this contract by incorporation:

- 1.1 RFQ 2021-088 Bid Documents
- 1.2 Terracon Proposal #PAV23098 dated 8-30-23.
- 1.3 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.

2. TERM

This contract begins on September 19, 2023, and concludes when all work is completed, approximately two weeks from start date, dependent on weather (reference Terracon proposal, Item No. 3 - Schedule and Fee, Page 2 of proposal).

3. COST

COUNTY will pay PROVIDER a not to exceed (NTE) fee of \$114,200. Any additional fees not included in proposal, must be approved in writing prior to any work being completed.

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.

5. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

6. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

9. TERMINATION

Either party may terminate this contract by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2 Providing, in the written notice, the date of termination;
- 9.3 Sending the written notice by certified mail, return receipt requested to the

party at its address.

10. PARTIES ADDRESSES

COUNTY:
TARRANT COUNTY
100 E. Weatherford
Fort Worth, Texas 76196

PROVIDER:
Terracon Consultants, Inc.
8901 John W Carpenter Fwy Ste 100
Dallas, TX 75247

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

COUNTY OF TARRANT
OWNER

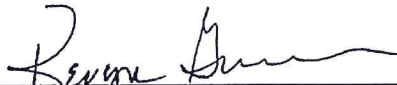
TERRACON CONSULTANTS, INC.
PROVIDER

(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____



(SIGNATURE)

BY: Kevyn Gunn

TITLE: Office Manager

Date: 8/30/23

*Approved as to Form:

Certification of Funds Available
in the Amount of \$114,200.00

Criminal District Attorney's Office

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.



1801 Handley Ederville Road
Fort Worth, Texas 76118

P (817) 268-8600

F (817) 268-8602

Terracon.com

August 30, 2023 – Revised
August 22, 2023 - Original

Tarrant County
100 E. Weatherford Street, #303
Fort Worth, Texas 76196

Attn: Mr. James Bocks, MBA, CPPB
P: (817) 884-1738
E: jlbocs@tarrantcountytx.gov

Re: Proposal for Lead Bullet Removal
Tarrant County Outdoor Pistol Range
12932 Morris Dido Newark Road
Fort Worth, Texas
Terracon Proposal No. PAV23098_Rev

Dear Mr. Bocks:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Tarrant County (client) to conduct Lead Bullet Removal at the above-referenced site.

Scope of Services (see Section 2.0 of attached Proposal Detail)	Terracon's subcontractor will excavate the first (front) 15 feet of the existing pistol range backstop. The removed material will be sifted to remove and recycle the lead bullet/bullet fragments greater than ½-inch in size. Following the removal of the lead bullet/bullet fragments, the sifted material will be returned to the pistol range to restore the bullet backstop.
Schedule (see Section 3.0 of attached Proposal Detail)	The field activities may begin within two weeks following receipt of authorization-to-proceed, pending subcontractor availability and the weather. The field activities are anticipated to take two weeks to complete.
Compensation (see Section 3.0 of attached Proposal Detail)	Time and materials with an estimated fee of \$111,000, plus \$3,200 to secure a payment and performance bond, for a total estimated fee of \$114,200.

If this proposal meets your approval, please issue a Purchase Order (PO) under our existing RFQ 2021-088-Annual Contract for Environmental Services. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

Explore with us

Proposal for Lead Bullet Removal

Tarrant County Outdoor Pistol Range ■ Fort Worth, Texas
August 30, 2023 ■ Terracon Proposal No. PAV23098_Rev



If you should have any questions or comments regarding this proposal, please contact either of the undersigned at 817-268-8600.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Lance Crabtree'.

Lance Crabtree, PG
Senior Project Manager

A handwritten signature in black ink, appearing to read 'R. Wade Watkins'.

R. Wade Watkins, CHMM
Department Manager

Attachments: Proposal Detail

Explore with us

Proposal for Lead Bullet Removal

Tarrant County Outdoor Pistol Range ■ Fort Worth, Texas

August 30, 2023 ■ Terracon Proposal No. PAV23098_Rev



1. PROJECT INFORMATION

The property is an outdoor pistol shooting range located at 12932 Morris Dido Newark Road in Fort Worth, Tarrant County, Texas (hereinafter, the site). The pistol range is currently not in use.

2. SCOPE OF SERVICES

At your request, the proposed scope of services is to excavate the first (front) 15 feet of the existing earthen pistol range backstop, which is generally a sandy material. The removed material will be processed through a screening machine to separate the bullet/bullet fragments greater than 1/2-inch in size using stacked vibrating screens. The bullet/bullet fragments will be containerized in 55-gallon steel drums and transported to an approved recycling facility. Debris including rocks, vegetation, and other large materials such as clods of clay will be separated and stockpiled on-site for disposal by others. The screened material will be returned to the pistol range to restore the backstop and placed at an approximate slope of 2:1. Excess screening material which cannot be replaced will be stockpiled on-site for future use. At the completion of backstop restoration activities, erosion control blankets will be placed over the graded backstop to mitigate erosion.

During field activities, a Terracon scientist will collect air samples in accordance with modified National Institute for Occupational Safety and Health (NIOSH) or Occupational Safety and Health Administration (OSHA) sampling methods. The air samples will be submitted for analysis to SGS Galson Laboratories (Galson) in East Syracuse, New York. Galson is accredited by the AIHA® Laboratory Accreditation Programs, LLC, for industrial hygiene sample analysis. Air samples will be collected downwind of the work zone. Terracon will collect up to 10 ambient air samples for approximately 8 hours and one field blank sample for lead using 37mm two-piece cassettes with a 0.8-micron mixed cellulose ester membrane filter using a sampling pump calibrated at a flow rate of two liters per minute (l/m). Sample collection will be during normal working hours. Air samples collected will be analyzed by modified NIOSH Method 7303 and submitted under chain of custody protocol to Galson.

In addition, real-time dust monitoring will be conducted by the Terracon scientist using a TSI DRX Model 8533 or equivalent dust monitor. During work activities, dust suppression will be implemented using on-site provided water, and administered by the selected subcontractor.

2.1 Preparation of Report

Following site activities and receipt of the laboratory analytical results, a final report will be prepared that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Analytical laboratory results; and
- Data evaluation and presentation of findings.

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments

Proposal for Lead Bullet Removal

Tarrant County Outdoor Pistol Range ■ Fort Worth, Texas

August 30, 2023 ■ Terracon Proposal No. PAV23098_Rev



and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

3. SCHEDULE AND FEE

It is estimated that field activities can begin within two weeks following receipt of authorization to proceed. The actual project schedule will be based on the availability of the subcontractor and the weather. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the client will be contacted to discuss changes in the schedule. The field activities are anticipated to take approximately two weeks to complete.

The Scope of Services outlined in this proposal will be conducted on a **time and materials basis for an estimated fee of \$111,000, plus \$3,200 to secure a payment and performance bond, for a total estimated fee of \$114,200**. Subcontracted services will include a 15% markup. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to the commencement of additional services outside the scope of this proposal.

4. CONDITIONS

The scope of services and estimated fee were based on the assumptions and limitations noted below.

Assumptions

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Field services will be performed in U.S. EPA Level D attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers. Location of utilities on private land that are not located by these public services will be the responsibility of the client and/or property owner/operator.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required.
- The site is readily accessible by truck and remediation/reclamation equipment.
- Space is available for remediation/reclamation equipment and for on-site material staging and stockpiling.
- Terracon nor its subcontractor will not be responsible for incidental damage to the pistol range, including but not limited to asphalt pavement, striping, or targets.
- Water for dust suppression will be provided on-site by the client or their representative.

Proposal for Lead Bullet Removal

Tarrant County Outdoor Pistol Range ■ Fort Worth, Texas

August 30, 2023 ■ Terracon Proposal No. PAV23098_Rev



- Excess material which cannot be returned to the backstop will be stockpiled on-site for future use and no material will be exported.
- Sifting of the material will only be conducted if the material is sufficiently dry. Sifting is highly dependent upon the material moisture content and cannot be performed if the material is too moist or wet.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees including following applicable state and local COVID-related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

Reliance

The report will be prepared for the exclusive use and reliance of Tarrant County (client). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on the report by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the RFQ 2021-088 – Annual Contract for Environmental Consulting Services, sections of this proposal incorporated therein, and the report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the client and all relying parties.



ENVIRONMENTAL CONSULTING SERVICES

FEE SCHEDULE – 2023

HOURLY FEES FOR PERSONNEL

Environmental Professional includes Engineer, Geologist, or Scientist.

Expert Witness	\$275.00
Senior Principal	\$260.00
Principal	\$235.00
Program Manager.....	\$220.00
Department Manager III.....	\$225.00
Department Manager II.....	\$220.00
Department Manager I.....	\$215.00
Group Manager.....	\$210.00
Senior Project Professional/Manager.....	\$195.00
Project Professional/Manager.....	\$160.00
Assistant Project Professional/Manager.....	\$140.00
Senior Staff Professional	\$130.00
Staff Professional	\$120.00
Field Professional.....	\$110.00
Environmental Technician.....	\$95.00
Administrative Staff.....	\$75.00

TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge (local, within DFW Metroplex), per day.....	\$70.00
Mileage (per mile for out of town project)	\$0.75
Per Diem – Lodging (per day).....	\$160.00
Per Diem – Meals (per day).....	\$50.00
Document Delivery/Overnight (per standard package)	\$30.00

FIELD EQUIPMENT

Asbestos / Lead / Indoor Air Quality

High Flow Air Pump (per day).....	\$50.00
Low Flow Air Pump (per day).....	\$35.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day).....	\$50.00
IAQ PID or Particle Counter (per day).....	\$125.00
Infrared Camera (per day)	\$125.00
Micromanometer (per day).....	\$35.00
XRF Analyzer (per day)	\$500.00
Dust Monitor (per day).....	\$220.00

Site Investigation

Hand Auger (per day)	\$35.00
PID Meter (per day).....	\$150.00
Disposable Bailer (each).....	\$25.00
Water Level Indicator (per day)	\$45.00
Interface Probe (per day)	\$65.00
Peristaltic Pump (per day)	\$65.00
Low-Flow Bladder Pump (per day)	\$150.00
Submersible Purge Pump (per day)	\$175.00
Low Flow Sampling Cell (includes YSI/Horiba & flow cell)	\$175.00
Professional-Grade GPS (per day)	\$175.00
XRF Meter (per day).....	\$425.00
GEM 2000 Gas Analyzer & Extraction Monitor (per day)	\$250.00
MGD 2002 Helium Detector (per day).....	\$195.00
Subcontractor (i.e. Laboratory, Drilling, etc.)	at cost +15%

Environmental



Facilities



Geotechnical



Materials

Bond No. 9437273

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Terracon Consultants, Inc.
8901 John W. Carpenter Fwy., Ste. 100
Dallas, TX 75247

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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.

OWNER:

(Name, legal status and address)

Tarrant County
100 E. Weatherford
Fort Worth, TX 76196

CONSTRUCTION CONTRACT

Date:

Amount: \$ 114,200.00 One Hundred Fourteen Thousand Two Hundred Dollars and 00/100

Description:

(Name and location)

Tarrant County Outdoor Pistol Range, Oversight and Sifting Lead Bullets From Existing Soil

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 114,200.00 One Hundred Fourteen Thousand Two Hundred Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Terracon Consultants, Inc.

Signature: _____

Name
and Title:

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: _____

Name
and Title:

Mary T. Flanigan

Attorney-in-Fact

Surety Phone No. 847-605-6000

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
816-960-9000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

S-1852/AS 8/10



§ 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.

Bond No. 9437273

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Terracon Consultants, Inc.
8901 John W. Carpenter Fwy., Ste. 100
Dallas, TX 75247

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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.

OWNER:

(Name, legal status and address)

Tarrant County
100 E. Weatherford
Fort Worth, TX 76196

CONSTRUCTION CONTRACT

Date:

Amount: \$ 114,200.00 One Hundred Fourteen Thousand Two Hundred Dollars and 00/100

Description:

(Name and location)

Tarrant County Outdoor Pistol Range, Oversight and Sifting Lead Bullets From Existing Soil

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 114,200.00 One Hundred Fourteen Thousand Two Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Terracon Consultants, Inc.

Signature: _____

Name
and Title:

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: _____

Name
and Title: Mary T. Flanigan
Attorney-in-Fact

Surety Phone No. 847-605-6000

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
816-960-9000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

S-2149/AS 8/10



§ 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:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAILE, Mary T. FLANIGAN, Tahitia M. FRY, Charissa D. LECUYER, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren SCOTT, Veronica LAWVER, Danielle R. CAPPS, Kristin D. THURBER, Patrick T. PRIBYL, Evan D. SIZEMORE, Jeffrey C. CAREY, Charles R. TETER, III, Hillary D. SHEPARD, Erin C. LAVIN, all of Kansas City, Missouri, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of April, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 21st day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha, Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of August, 2023



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact 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 información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.