

IFB F2023177 Stevens Drive Culvert Replacement

				Award	
				GRod Construction LLC Boyd, TX HUB - Yes	
				Total Price	\$449,921.25
Line #	Description	QTY	UOM	Unit	Extended
1	Base Bid	1	EA		
2	MOBILIZATION / ROW PREP/ TRAFFIC CONTROL / SWPPP	1	EA		
3	TxDot Spec#: 500 - Mobilization	1	LS	\$27,000.00	\$27,000.00
4	TxDot Spec#: 100 - Preparation of Right-of-Way, work fully performed	1	LS	\$24,000.00	\$24,000.00
5	TxDot Spec#: 502 - Barricades, Signs and Traffic Handling, work fully performed	1	LS	\$30,500.00	\$30,500.00
6	TxDot Spec#: 506 - Stormwater Pollution Protection Plan (SWPPP), work fully performed	1	LS	\$2,500.00	\$2,500.00
7	DRAINAGE & ROADWAY IMPROVEMENTS	1	EA		
8	TxDot Spec#: 110 - Unclassified Roadway / Channel Excavation, work fully performed	175	CY	\$66.00	\$11,550.00
9	TxDot Spec#: 132 - Embankment, work fully performed	30	CY	\$110.00	\$3,300.00
10	TxDot Spec#: 164 - Furnish & Install Cellulose Fiber Mulch Seeding, complete and in place	342	SY	\$16.00	\$5,472.00
11	TxDot Spec#: 247 - Furnish & Install 8" Flexible Base (Type A, Grade 1-2), complete and in place	48	CY	\$360.00	\$17,280.00
12	TxDot Spec#: 340 - Furnish & Install Type D HMAC Surface, complete and in place	24.7	Tons	\$530.00	\$13,091.00
13	TxDot Spec#: 340 - Furnish & Install Type B HMAC Base, complete and in place	24.7	Tons	\$530.00	\$13,091.00
14	TxDot Spec#: 432 - Furnish & Install Stone Riprap, complete and in place	96	CY	\$346.00	\$33,216.00
15	TxDot Spec#: 462 - Install 60" RCP (County Furnished), complete and in place	65	LF	\$645.00	\$41,925.00
16	TxDot Spec#: 540 - Furnish & Install Metal Beam Guard Fence (Steel Post), complete and in place	181.3	LF	\$29.00	\$5,256.25
17	TxDot Spec#: 540 - Furnish & Install Guard Fence Transition (GF(31)TR TL2-19), complete and in place	4	EA	\$1,450.00	\$5,800.00
18	TxDot Spec#: 544 - Furnish & Install Downstream Anchor Terminal, complete and in place	2	EA	\$1,500.00	\$3,000.00
19	TxDot Spec#: 544 - Furnish & Install Single Guard Rail Terminal, complete and in place	2	EA	\$3,450.00	\$6,900.00
20	TxDot Spec#: 421 - Construct Class B Concrete Mow Strip, complete and in place	21.7	CY	\$900.00	\$19,530.00
21	TxDot Spec#: 423 - Construct Reinforced Concrete Retaining Wall (Spread Footing), complete and in place	1325	SF	\$90.00	\$119,250.00
22	TxDot Spec#: 450 - Construct Type T221 Traffic Rail, complete and in place	136	LF	\$240.00	\$32,640.00
23	TxDot Spec#: 403 - Construct Temporary Special Shoring, complete and in place	2542	SF	\$10.00	\$25,420.00

IFB F2023177 Stevens Drive Culvert Replacement

				Award	
				GRod Construction LLC Boyd, TX HUB - Yes	
24	TxDot Spec#: 512 - Furnish & Install Low Profile Concrete Barrier (Type 1), complete and in place	20	LF	\$140.00	\$2,800.00
25	TxDot Spec#: 512 - Furnish & Install Low Profile Concrete Barrier (Type 2), complete and in place	40	LF	\$100.00	\$4,000.00
26	TxDot Spec#: 512 - Move & Reset Low Profile Concrete Barrier (Type 1), work fully performed	20	LF	\$24.00	\$480.00
27	TxDot Spec#: 512 - Move & Reset Low Profile Concrete Barrier (Type 2), complete and in place	40	LF	\$24.00	\$960.00
28	TxDot Spec#: 512 - Remove Low Profile Concrete Barrier, work fully performed	60	LF	\$16.00	\$960.00
Earliest Start Date				9/4/2023	
Total Calendar Days to Complete				90	

Notes:

Decker Mechanical (DMI Corp.), Calc Construction, Inc., Plywood Company of Fort Worth, Inc., Empire Paper Company, Unipak Corp., and CTU OF DFW submitted no-bids.

Parkhill

August 21, 2023

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

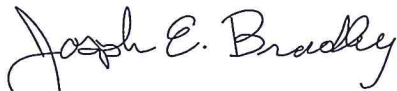
RE: Stevens Drive Culvert Replacement
IFB F2023177

Gwen:

After reviewing the bid from GRod Construction, LLC and based upon our meeting with their Senior Estimator and Project Manager as well as feedback received from their references, I recommend that the project be awarded to them. Please let me know if you have any questions.

Sincerely,

PARKHILL

A handwritten signature in black ink that reads "Joseph E. Bradley". The signature is written in a cursive, flowing style.

Joseph E. Bradley, PE
JB/jb/018647.22

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

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled Stevens Drive Culvert Replacement (the "Project"). The Contractor will complete the Project no later than ninety (90) 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 Parkhill 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 four hundred forty-nine thousand, nine hundred twenty-one dollars and twenty-five cents (\$449,921.25). The Total Contract Price consists of the following components:

Materials, Services & Bonds, Reference Exhibit A, attached.

Total Contract Price \$ 449,921.25

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 F2023177 Bid Documents
- Parkhill Specifications & Drawings
- GRod Construction LLC response to IFB F2023177
- 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: _____

*Approved as to Form:

Kimberly Collist Wesley
Criminal District Attorney's Office

GRod Construction LLC
CONTRACTOR


(SIGNATURE)

BY: Guillermo Rodriguez

TITLE: Managing Member

Date 8/17/2023

Certification of Funds Available
for the Amount of 449,921.25

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.

Exhibit A - IFB F2023177 Stevens Drive Culvert Replacement

				GRod Construction LLC Boyd, TX HUB - Yes	
				Total Price	\$449,921.25
Line #	Description	QTY	UOM	Unit	Extended
1	Pursuant to Texas Local Government Code 271.061, this contract is let on a unit price basis; therefore, the compensation paid to the Contractor must be based on the actual quantities of items constructed or supplied. NOTE TO BIDDER: Tarrant County reserves the right to increase or decrease the quantity of the unit as shown on the individual TxDOT items listed below. Contractor must be prepared to deduct or increase the amounts as needed at the direction of the Transportation Services Department. Any increase or decrease to the Total Base Bid will require Commissioners Court approval. BONDS AND INSURANCE: No separate pay item will be allowed for bonds and insurance. Costs for bonds and insurance must be included in the per unit bid prices. Having read and understood the Instructions to Bidders and Specifications, we submit the following bid:	1	EA		
2	MOBILIZATION / ROW PREP/ TRAFFIC CONTROL / SWPPP	1	EA		
3	TxDot Spec#: 500 - Mobilization	1	LS	<u>\$27,000.00</u>	\$27,000.00
4	TxDot Spec#: 100 - Preparation of Right-of-Way, work fully performed	1	LS	<u>\$24,000.00</u>	\$24,000.00
5	TxDot Spec#: 502 - Barricades, Signs and Traffic Handling, work fully performed	1	LS	<u>\$30,500.00</u>	\$30,500.00
6	TxDot Spec#: 506 - Stormwater Pollution Protection Plan (SWPPP), work fully performed	1	LS	<u>\$2,500.00</u>	\$2,500.00
7	DRAINAGE & ROADWAY IMPROVEMENTS	1	EA		
8	TxDot Spec#: 110 - Unclassified Roadway / Channel Excavation, work fully performed	175	CY	<u>\$66.00</u>	\$11,550.00
9	TxDot Spec#: 132 - Embankment, work fully performed	30	CY	<u>\$110.00</u>	\$3,300.00
10	TxDot Spec#: 164 - Furnish & Install Cellulose Fiber Mulch Seeding, complete and in place	342	SY	<u>\$16.00</u>	\$5,472.00
11	TxDot Spec#: 247 - Furnish & Install 8" Flexible Base (Type A, Grade 1-2), complete and in place	48	CY	<u>\$360.00</u>	\$17,280.00
12	TxDot Spec#: 340 - Furnish & Install Type D HMAC Surface, complete and in place	24.7	Tons	<u>\$530.00</u>	\$13,091.00
13	TxDot Spec#: 340 - Furnish & Install Type B HMAC Base, complete and in place	24.7	Tons	<u>\$530.00</u>	\$13,091.00
14	TxDot Spec#: 432 - Furnish & Install Stone Riprap, complete and in place	96	CY	<u>\$346.00</u>	\$33,216.00
15	TxDot Spec#: 462 - Install 60" RCP (County Furnished), complete and in place	65	LF	<u>\$645.00</u>	\$41,925.00
16	TxDot Spec#: 540 - Furnish & Install Metal Beam Guard Fence (Steel Post), complete and in place	181.3	LF	<u>\$29.00</u>	\$5,256.25
17	TxDot Spec#: 540 - Furnish & Install Guard Fence Transition (GF(31)TR TL2-19), complete and in place	4	EA	<u>\$1,450.00</u>	\$5,800.00

Exhibit A - IFB F2023177 Stevens Drive Culvert Replacement

				GRod Construction LLC Boyd, TX HUB - Yes	
18	TxDot Spec#: 544 - Furnish & Install Downstream Anchor Terminal, complete and in place	2	EA	<u>\$1,500.00</u>	\$3,000.00
19	TxDot Spec#: 544 - Furnish & Install Single Guard Rail Terminal, complete and in place	2	EA	<u>\$3,450.00</u>	\$6,900.00
20	TxDot Spec#: 421 - Construct Class B Concrete Mow Strip, complete and in place	21.7	CY	<u>\$900.00</u>	\$19,530.00
21	TxDot Spec#: 423 - Construct Reinforced Concrete Retaining Wall (Spread Footing), complete and in place	1325	SF	<u>\$90.00</u>	\$119,250.00
22	TxDot Spec#: 450 - Construct Type T221 Traffic Rail, complete and in place	136	LF	<u>\$240.00</u>	\$32,640.00
23	TxDot Spec#: 403 - Construct Temporary Special Shoring, complete and in place	2542	SF	<u>\$10.00</u>	\$25,420.00
24	TxDot Spec#: 512 - Furnish & Install Low Profile Concrete Barrier (Type 1), complete and in place	20	LF	<u>\$140.00</u>	\$2,800.00
25	TxDot Spec#: 512 - Furnish & Install Low Profile Concrete Barrier (Type 2), complete and in place	40	LF	<u>\$100.00</u>	\$4,000.00
26	TxDot Spec#: 512 - Move & Reset Low Profile Concrete Barrier (Type 1), work fully performed	20	LF	<u>\$24.00</u>	\$480.00
27	TxDot Spec#: 512 - Move & Reset Low Profile Concrete Barrier (Type 2), complete and in place	40	LF	<u>\$24.00</u>	\$960.00
28	TxDot Spec#: 512 - Remove Low Profile Concrete Barrier, work fully performed	60	LF	<u>\$16.00</u>	\$960.00
Earliest Start Date				9/4/23	
Total Calendar Days to Complete				90	

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

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

KNOW ALL MEN BY THESE PRESENTS:

That, GRod Construction, LLC

(Hereinafter call the "Principal"), as Principal, and Merchants Bonding Company (Mutual)

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

(hereinafter called the "Obligee"), in the amount of
Four Hundred Forty-nine Thousand Nine Hundred Twenty-one & 25/100 Dollars (\$ 449,921.25) 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 _____

Stevens Drive Culvert Replacement / IFB F2023177 / Remove an existing 48" corrugated metal pipe, install 60" reinforced

concrete pipes reinforced concrete retaining walls, concrete mow strip, metal beam guard fence, guard rail end treatments, 12" stone riprap,

hot-mix asphalt pavement repair.

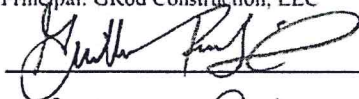
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

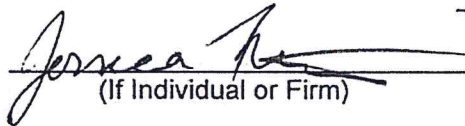
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect. 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

Principal: GRod Construction, LLC

 (Seal)
Guillermo Rodriguez (Seal)


(If Individual or Firm)

ATTEST:

_____ (Seal)

_____ (Seal)
(Principal)

(If Corporation)

Merchants Bonding Company (Mutual)

(Surety)

Crystal Langhorn
Crystal Langhorn, Witness

by Kim Bracamonte
Kim Bracamonte, Attorney-in-Fact

(Seal)

(Seal)

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

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

KNOW ALL MEN BY THESE PRESENTS:

THAT,

GRod Construction, LLC

(hereinafter call the "Principal"), as Principal, and Merchants Bonding Company (Mutual)

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

(hereinafter called the "Obligee"), in the amount of
Four Hundred Forty-nine Thousand Nine Hundred Twenty-one & 25/100 Dollars (\$449,921.25). 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
Stevens Drive Culvert Replacement / IFB F2023177 / Remove an existing 48" corrugated metal pipe, install 60" reinforced concrete
pipes reinforced concrete retaining walls. concrete mow strip, metal beam guard fence, guard rail end treatments, 12" stone riprap, hot-mix
asphalt pavement repair.

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 copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ day of _____, 20_____.

WITNESS

Principal: GRod Construction, LLC

Guillermo Rodriguez (Seal)

Guillermo Rodriguez (Seal)

Crystal Langhorn
(If Individual or Firm)

ATTEST: _____ (Seal)

(Principal)

(If Corporation)

Merchants Bonding Company (Mutual) (Seal)

(Surety)

Crystal Langhorn
Crystal Langhorn, Witness

by Kim Bracamonte
Kim Bracamonte, Attorney-in-Fact

(Seal)

MAINTENANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, GRod Construction, LLC, whose address is 889 E. Rock Island Ave., Boyd, TX 76023, as PRINCIPAL, and Merchants Bonding Company (Mutual) whose address is P.O. Box 14498, Des Moines, IA 50306-3498 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 Four Hundred Forty-nine Thousand Nine Hundred Twenty-one & 25/100 (\$ 449,921.25) 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 _____ has this _____ day of _____, 2021, 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.

*Project: Stevens Drive Culvert Replacement / IFB F2023177 / Remove an existing 48" corrugated metal pipe, install 60" reinforced concrete pipes reinforced concrete retaining walls, concrete mow strip, metal beam guard fence, guard rail end treatments, 12" stone riprap, hot-mix asphalt pavement repair.

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.

MAINTENANCE BOND
Page 2

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 GRod Construction, LLC has caused these presents to be executed by them; and the said Merchants Bonding Company (Mutual) has caused these presents to be executed by its ATTORNEY-IN-FACT Kim Bracamonte and the said ATTORNEY-IN-FACT Kim Bracamonte has hereunto set his hand this the _____ day of _____, 2023.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2023.

GRod Construction, LLC
Principal

By [Signature]
Title Managing Member

Address 889 E. Rock Island Ave.
Boyd, TX 76023

Merchants Bonding Company (Mutual)
Surety

By Kim Bracamonte
Title Attorney-in- Fact

Address P.O. Box 14498
Des Moines, IA 50306-3498

The name and address of the Resident Agent of Surety is:

Steven W. Lewis- Box Bonding Agency LLC

1200 S. Main Street, Suite 1600, Grapevine, TX 76051

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adam Syswerda; Andrea Nix; Brad Johnson; Crystal Langhorn; Kim Bracamonte; Steven W Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of July, 2023.



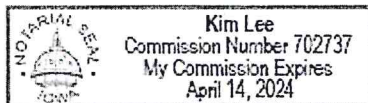
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of July, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



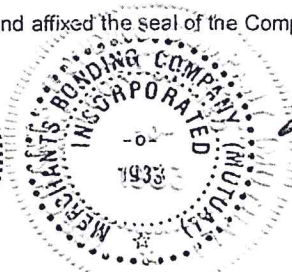
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2023.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Steven W. Lewis - Box Bonding Agency

Call: 817-865-1515

Mail: 1200 S. Main Street, #1600, Grapevine, TX 76051

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091