COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144767
PAGE 1 OF 15
DATE: 2/19/2025

SUBJECT: **BID NO. F2025036 - 1895 COURTHOUSE EXTERIOR BUILDING PAINTING - FACILITIES MANAGEMENT - LOVE GLOBAL ENTERPRISES - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025036, 1895 Courthouse Exterior Building Painting, for Facilities Management, to Love Global Enterprises for $72,750.00, approve contract and accept bonds.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred two (702) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on November 7, 2024 was attended by nine (9) vendors as well as representatives from Facilities Management and Purchasing. Four (4) bids and ten (10) no-bids were received.

The bid received from Love Global Enterprises meets all specifications and is acceptable to Facilities Management.

The purpose of this contract is to prepare, repair, and paint the exterior wooden windows and door framings of the 1895 Courthouse due to the degradation of paint.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025036, 1895 Courthouse Exterior Building Painting, be awarded to Love Global Enterprises for $72,750.00.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of $72,750.00 is available in account 45100-2025 Non-Debt Capital/3110403000 1895 Courthouse/545051 Capital Budget.

SUBMITTED BY	Purchasing	PREPARED BY:	Julian Cano
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Bid No. F2025036 - 1895 Courthouse Exterior Building Painting

				Award	
				Love Global Enterprises Mansfield, TX HUB - Yes	
				Total Price	**$72,750.00**
Line #	Description	QTY	UOM	**Unit**	**Extended**
1	CONTRACT FOR 1895 COURTHOUSE EXTERIOR BUILDING PAINTING.				
2	Total Calendar Days to Complete Project. Including time for Submittals and Material Procurement/Lead Time. From date of Notice to Proceed.		Days	**12**	
3	Contractor shall repair damaged wood (or replace), prepare, and apply new sealant and paint: included is the wooden sash (approximate 388 quantity), sill, jamb and wooden door casing, fascia, cill, pilaster, stall riser and transom (approximate 13 quantity). Regular Hours, Saturday - Sunday 8:00 a.m. to 5:00 p.m., Unit Price (Sq/Ft)	1	EA		**$70,500.00**
3.1	Materials	7500	Sq/Ft	**$6.70**	**$50,250.00**
3.2	Services	7500	Sq/Ft	**$2.70**	**$20,250.00**
5	Required Bonds (Payment Bond & Performance Bond)	1	LS	**$2,250.00**	**$2,250.00**
No-Bids were received from Plywood Company of Fort Worth, Inc.; Glass Doctor of North Texas (Peruna Glass Inc); Southwest Materials Handling Co; ODP Business Solutions, Infinity Contractors, Communication Concepts (Communicon Inc.); Construction Solution USA LLC (Construction Solution USA); Complete Supply Inc.; MMD Services (Monte Martin Inc); Awera Visuals LLC.					

Bid No. F2025036 - 1895 Courthouse Exterior Building Painting

				Prestige Building Group Houston, TX HUB - Yes	
				Total Price	$92,000.00
Line #	Description	QTY	UOM	Unit	Extended
1	CONTRACT FOR 1895 COURTHOUSE EXTERIOR BUILDING PAINTING.				
2	Total Calendar Days to Complete Project. Including time for Submittals and Material Procurement/Lead Time. From date of Notice to Proceed.		Days	60	
3	Contractor shall repair damaged wood (or replace), prepare, and apply new sealant and paint: included is the wooden sash (approximate 388 quantity), sill, jamb and wooden door casing, fascia, cill, pilaster, stall riser and transom (approximate 13 quantity). Regular Hours, Saturday - Sunday 8:00 a.m. to 5:00 p.m., Unit Price (Sq/Ft)	1	EA		$90,000.00
3.1	Materials	7500	Sq/Ft	$3.20	$24,000.00
3.2	Services	7500	Sq/Ft	$8.80	$66,000.00
5	Required Bonds (Payment Bond & Performance Bond)	1	LS	$2,000.00	$2,000.00
No-Bids were received from Plywood Company of Fort Worth, Inc.; Glass Doctor of North Texas (Peruna Glass Inc); Southwest Materials Handling Co; ODP Business Solutions, Infinity Contractors, Communication Concepts (Communicon Inc.); Construction Solution USA LLC (Construction Solution USA); Complete Supply Inc.; MMD Services (Monte Martin Inc); Awera Visuals LLC.					

Bid No. F2025036 - 1895 Courthouse Exterior Building Painting

				JM Construction Solutions (JM Management LLC) Dallas, TX HUB - Yes	
				Total Price	$303,725.00
Line #	Description	QTY	UOM	Unit	Extended
1	CONTRACT FOR 1895 COURTHOUSE EXTERIOR BUILDING PAINTING.				
2	Total Calendar Days to Complete Project. Including time for Submittals and Material Procurement/Lead Time. From date of Notice to Proceed.		Days	120	
3	Contractor shall repair damaged wood (or replace), prepare, and apply new sealant and paint: included is the wooden sash (approximate 388 quantity), sill, jamb and wooden door casing, fascia, cill, pilaster, stall riser and transom (approximate 13 quantity). Regular Hours, Saturday - Sunday 8:00 a.m. to 5:00 p.m., Unit Price (Sq/Ft)	1	EA		$295,875.00
3.1	Materials	7500	Sq/Ft	$19.50	$146,250.00
3.2	Services	7500	Sq/Ft	$19.95	$149,625.00
5	Required Bonds (Payment Bond & Performance Bond)	1	LS	$7,850.00	$7,850.00
No-Bids were received from Plywood Company of Fort Worth, Inc.; Glass Doctor of North Texas (Peruna Glass Inc); Southwest Materials Handling Co; ODP Business Solutions, Infinity Contractors, Communication Concepts (Communicon Inc.); Construction Solution USA LLC (Construction Solution USA); Complete Supply Inc.; MMD Services (Monte Martin Inc); Awera Visuals LLC.					

Bid No. F2025036 - 1895 Courthouse Exterior Building Painting

				JFA Construction LLC Fort Worth, TX HUB - Yes	
				Total Price	$515,967.85
Line #	Description	QTY	UOM	Unit	Extended
1	CONTRACT FOR 1895 COURTHOUSE EXTERIOR BUILDING PAINTING.				
2	Total Calendar Days to Complete Project. Including time for Submittals and Material Procurement/Lead Time. From date of Notice to Proceed.		Days	180	
3	Contractor shall repair damaged wood (or replace), prepare, and apply new sealant and paint: included is the wooden sash (approximate 388 quantity), sill, jamb and wooden door casing, fascia, cill, pilaster, stall riser and transom (approximate 13 quantity). Regular Hours, Saturday - Sunday 8:00 a.m. to 5:00 p.m., Unit Price (Sq/Ft)	1	EA		$490,650.00
3.1	Materials	7500	Sq/Ft	$24.82	$186,150.00
3.2	Services	7500	Sq/Ft	$40.60	$304,500.00
5	Required Bonds (Payment Bond & Performance Bond)	1	LS	$25,317.85	$25,317.85
No-Bids were received from Plywood Company of Fort Worth, Inc.; Glass Doctor of North Texas (Peruna Glass Inc); Southwest Materials Handling Co; ODP Business Solutions, Infinity Contractors, Communication Concepts (Communicon Inc.); Construction Solution USA LLC (Construction Solution USA); Complete Supply Inc.; MMD Services (Monte Martin Inc); Awera Visuals LLC.					

Bid No. F2025036 - 1895 Courthouse Exterior Building Painting - Facilities Management - Love Global Enterprises - Per Contract Terms

SIGNED AND EXECUTED this 28 day of January, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

THE STATE OF TEXAS § **Agreement for Love Global Enterpises.**
COUNTY OF TARRANT § **F2025036**

This Agreement is by and between Tarrant County, Texas (the "Owner"), and **Love Global Enterprises.** (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 "1895 Courthouse Exterior Building Painting" (the "Project"). The Contractor will complete the Project no later than twelve (12) weekend (Saturday and Sunday) 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 specifications prepared by Tarrant County Facilities Department 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 seventy -two thousand seven hundred fifty dollars ($72,750.00). The Total Contract Price consists of the following components:

   Materials, Services, & Bonds, Reference Love Global Enterprises response to IFB F2025036

   Total Contract Price **$ 72,750.00**

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

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

6. TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLECT 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, Contractor 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. Contractor 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
- Tarrant County General Terms and Conditions
- Tarrant County Special Terms and Conditions
- Tarrant County HUB Policy
- Volume I – Construction Contract Conditions
- F2025036 - Technical Specifications
- Love Global Enterprises response to IFB 2025036.
- 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:

LOVE GLOBAL ENTERPRISES
CONTRACTOR

Andrea Love
(SIGNATURE)

BY: Andrea Love

TITLE: President

Date: 1-8-2025

*Approved as to Form:

Kimberly Colliet Wesley
Criminal District Attorney's Office

Certification of Funds Available
in the Amount of $72,750.00

Kim Buchanan
Tarrant County Auditor

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

PAYMENT BOND

Endurance American Insurance Company

Bond No.: EAIC4024055

CONTRACTOR:
(Name, legal status and address)
Love Global Enterprises
1510 N Hampton Rd, Ste 210-1240
Desoto TX 75115

SURETY:
(Name, legal status and principal place of business)
Endurance American Insurance Company
12890 Lebanon Rd
Mt. Juliet, TN 37122

OWNER:
(Name, legal status and address)
Tarrant County
100 E Weatherford St
Fort Worth TX 76102

CONSTRUCTION CONTRACT
Date: **January 8, 2025**
Amount: **Seventy-Two Thousand Seven Hundred Fifty and 00/100 ($72,750)**
Description:
(Name and location)
1895 Courthouse exterior building

BOND
Date: **January 23, 2025**
(Not earlier than Construction Contract Date)
Amount: **Seventy-Two Thousand Seven Hundred Fifty and 00/100 ($72,750)**
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Love Global Enterprises
Signature:
Name and Title: Andrea Love, President

SURETY
Company: *(Corporate Seal)*
Endurance American Insurance Company
Signature:
Name and Title: **Gary T. Eastman, 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:

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14574

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Gary Eastman** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 10, 1994 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of January, 20 25

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025036 - 1895 Courthouse Exterior Building Painting - Facilities Management - Love Global Enterprises - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****