### REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

this <u>26th</u> day of <u>January</u> , <u>2016</u> , Commissioners Court came on to be heard and					
reviewed the accompanying notice					
of EISG Inc	N. 4250 W 105 MARSHADON STANA				
Job Location Harlem Rd and Lakehead	Lane, Richmond, TX 77407				
Date <u>1/8/2016</u> Bond No. <u>4402430</u> , Pern	nit No. 2016-4905 to make use of certain Fort				
Bend County property subject to, "A Re					
	of Buried Cables, Conduits, and Pole Lines, In,				
	, Highways, and Drainage Ditches in Fort Bend				
	of the Commissioners Court of Fort Bend				
County, Texas," as passed by the Com	missioners Court of Fort Bend County, Texas				
the 3rd day of August, 1987, recorded in	n Volume of the Minutes of the				
Commissioners Court of Fort Bend Cou	inty, Texas, to the extent that such order is not				
inconsistent with Article 1436a, Vernon'					
Commissioner	, seconded by Commissioner				
, duly put	, seconded by Commissioner and carried, it is ORDERED, ADJUDGED AND				
DECREED that said notice of said above	e purpose is nereby acknowledged by the				
Commissioners Court of Fort Bend Cou	inty, Texas, and that said notice be placed on				
record according to the regulation order	r thereof.				
Notes:					
<ol> <li>Evidence of review by the Commissioners Court must be kept on the job site and</li> </ol>					
failure to do so constitutes ground	is for job shutdown.				
<ol><li>Written notices are required:</li></ol>					
	f construction start up, and				
	completed and ready for final inspection				
Mail notices to: Permit Adn					
	County Engineering				
	301 Jackson Street				
	Texas 77469				
281-633-7					
	rom date of permit if construction has not				
commenced.					
	Carr 19 (89) 500 (8) 18 (84) (1) (8)				
By:	Presented to Commissioners Court and				
County Engineer	approved.  Recorded in Volume				
	Recorded in volume				
$\Omega$ , $\Omega$ / $\Omega$	Minutes of Commissioners Court				
By: Mad Vayley					
1	Clerk of Commissioners Court				
Drainage District/Engineer/Manager	Clerk of Commissioners Court				
	Ву:				
	Deputy				
	TOTAL				

### **County of Fort Bend**

**Engineering Department** 

301 Jackson Street Richmond, Texas 77469 Johnny Ortega Permit Administrator

Phone: (281) 633-7500

### Permit Application Review Form For Cable, Conduit, and Pole Line Activity In Fort Bend County

Permit No.

2016-4905

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

X	(1) Complete Application Form:		
	_ X	a. Name of road, street, and/or drainage ditch affected.	
	X	b. Vicinity map showing course of directions	
	X	c. Plans and specifications	
X	(2) Bond:	_	
	=0.	District Attorney, approval when applicable.	
		Perpetual bond currently posted.	
		No:	
		Amount:	<del>_</del>
	X	Performance bond submitted.	<del></del> ;
		No: 4402430	
		Amount: \$771,784.50	
		Cashier's Check	
		No:	
		Amount:	
(Fee	(3) Verbal po — Commission	ermission given for emergencies, to start construction before err's Court.	approved in
	Precinct Eng	gineer Acknowledgment	Date
	Precinct Co	mmissioner Acknowledgment	Date
	(4)		
	Drainage	District Approval when applicable	
V	_ Ve have revie	wed this project and agree it meets minimum requiremen	ts.
John Onter	CFM		
Johnny Ortega	a CFM/Permit	Administrator	Date

FORT BEND COUNTY KEY MAPS 525 L & H 526 J. K. & L MCINITY MAP

## FORT BEND TEXAS

CONSTRUCTION PLANS FOR

# Z POINT

MARCH 2013

WILE SERVICES OF THE STATE OF T



10777 Westheimer, Suite 400, Houston, TX 77042 Tel: 281-558-8700 Fax: 281-558-9701 Brown & Gay Engineers, Inc.

Civil engineers and surveyors — Copyright 2007

CHOOS SECTION (SHEET 1 OF 9)

CHOOS SECTION (SHEET 2 OF 9)

CHOOS SECTION (SHEET 3 OF 9)

CHOOS SECTION (SHEET 6 OF 9)

CHOOS SECTION (SHEET 6 OF 9)

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CHOOS SECTION (SHEET 8 OF 9)

STORM WATER POLLUTION PRECENTION PLAN (SHEET 1 OF 2)

STORM WATER POLLUTION PRECENTION PLAN (SHEET 2 OF 2)

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ONE-CALL NOTIFICATION SYSTEM:
CALL BEFORE YOU DIG!!!
(713) 223-4567 (M HOUSTON)
(NEW STATES, SHUBER OUTSDE HOUSTON)



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## GENERAL CONSTRUCTION NOTES

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- CONTRACTOR SHALL NOTE? THE FORT IDEA COUNTY EMPHETABLE DEPONDEDED AT THE SAN-TOOL F.B.C. LID NO. 12 INSTRUCT EMPHETS, LEE LIMAGED AT (SAN) 306-15700, AND ONE-CALL URLEY CONTROLLING COUNTIES AT (TAX)—223—4267 DR 1-(805)-868-8344 NAMES OF 48 HOUSE REGIST TO COMMONICATION OF MINK.
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- COMPACTOR IS TO MAINTAIN A CLEAN PROJECT AREA, THE PROG STRIMAN TRASH AND METURS, AT M.S. THAT ACCESS TO ALL DISTRIC STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL THES.
- AT THE END OF CONSTRUCTION THE CONTRACTOR SHALL RESTORM THE EXISTRAC FACULTIES TO COLUMN ON METTER SHALL PRODUCE HOLD THE CONSTRUCTION ALL PRODUCED SHALL PR ALL GEORGINGS, REPORTS OF MY) FOR THIS PROJECT ME AVAILABLE FOR RETRIBUTES AT THE OFFICE OF THE RESIDENCE. THE CONTRACTOR IS INCIDENCE TO FOLLOW ALL APPLICABLE ONA RULES AND ROOM AND THE PROPERTY THAN A MEDICAL MEDICAL WITH THE AND AND OFFICE AND THE AND TH
- COMPACTOR SHALL PROMITE "MICHELL" WITH AS-MALT WARK-UP ANNOTATIONS UPON COMPACTORS OF THE PROMISES. FINAL ACCEPTANCE OF THE PROJECT MAL NOT BE DWENT TO THE CONTRACTOR UNITS. IT IS NOTIFICED AND FROM BEING LED AND ACCEPTANCE OF THE FORT BEING COUNTY.
- REGULATION SHALL COUNTY WITH ALL FEDERAL STATE, AND LOCAL LAWS AND ALL COUNTAINS SONCESHING SAFETY AND LOCAL LAWS AND ALL THERE WILL BE NO SEPARATE PAYMENT FOR WORK SHOWN ON THESE PLANS, UNLESS SPECIFICALLY ESTABLISHED IN THE BID SECTION OF THE CHARGET PROJUMENT, SECTION COST OF THE OWNER, A THE CONTRACT THAT PRICE FOR THOSE OF MACHINE AND WORK AN THE CONTRACT THAT PRICE FOR THOSE OF MACHINE THE CONTRACT THAT PRICE FOR THOSE OF MACHINE AND WORK AND THE CONTRACT THAT PRICE FOR THOSE OF MACHINE AND WORK THE ADMINISTRATION OF MACHINE THE PRICE FOR THOSE OF MACHINE THE WORK THE PAYMENT THAT THE PAYMENT THE MACHINE THE MACHINE THE PAYMENT THAT THE PAYMENT THE MACHINE THE PAYMENT THAT THE PAYMENT THE PAYMENT THAT THE PAYMENT THE PAYMENT THAT THE PAYMENT THE PAYMENT THAT THE PAYMENT THAT THE PAYMENT THAT THE PAYMENT THE PAYMENT THAT THE AUGMENT, CENTERLINE CURNE DATA, AND STATOMING SHALL BE MITTELLE.
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- CONTRACTOR OF REPRODUCES FOR ANALYSISSES ALL EXCENTS COLORARS. CHARGE TO EXCENT HOLDINATE RIK TO THE COMPACTION'S ACTIVITIES SHALL BE USEFASSED TO THE SAME ACTIVITY OF THE FACILITY ORDERS AND ALL COSTS SHALL BE THE REPRODUCED FOR THE CONTRACTOR.
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- A) FORT BEND COUNTY ENGINEERING (773)—533—7500 B) CEMERICANT DERBY/DERSE (773)—597—593 C) REAS ORE DALL MINTER (773)—723—4507 c) URLIFY COORDINATING COMMITTE (773)—223—4567
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- COMPACTOR, WITH THE ASSISTANCE OF THE DAZAGE IF MEDISSANT, SHALL AS RESPIRABLE FOR COTAMBNIC ALL APPLICABLE OTT, DOWNTY, STATE, AND FEDERAL PERMITS. ALL DISAMATE MATEMA, SE TO BE RESIDED FROM FORT BEIG COMMY DEMANDE SETTET RESIDENCE MAY NO SEL SE TO BE TAKED WENT CESSON TELL FLOOR PLANS AREA WITHOUT FROM DEMANDA OF THE PERMIT.

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- CONTRACTOR SHALL SOURCE PROTECTED STORAGE AREAGE FOR CHEMICALE, PARKE, SOLVENIES, FEBRULISHE, AND OBJECT POSTERALLY TOOC HATHRADE. CONTRACTOR SHALL MARRIEN, REPAIR MOD/DR REPLACE DIAMAGE EXISTING ON HISTORIES BOSSON, AND SEDIMENTATION CONFROL SYSTEMS FROMONOUT ON DURANDA OF THE CONTRACT.
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- CONTRACTOR IS PROCESS TO SEQUE DESCRIPTION DOLD MATERIALS, INCLUDED TRACEING ALLERIAN MATERIALS INTO MATERIAL OF the LIMITED STATES, COURTY AS ADDITIONAL BY A SECURE CONTRACT.
- COMPACTOR SHALL BE RESPONSIVE FOR STREET CLEARING ON A DAILY BASE, ALL MID AND OHT DEPOSITIO ON THE CHARMAN PARAMENT DUE TO HIS CONSTRUCTION ACTIVITY. DOMANTISCAL MATERIORINES DE OPTORES MAST DE PROTESTES FRUM STRUCHE ENHINTE DEVELOPES DURBIG THE COMMUNICIPON PROCESSE PROVINCIPIE SUCH AS SAL FEMILIAG. GEOTISME, E PARRIE PROTECTION DES STURM CHAN ENTIFICE HAY BACTS, OR ROCK SEBAS MAY DE UNIQUE. CONTRACTOR SHALL MINISTE THE DEF-SET TRADUIS OF SOMERIES AND THE CONTRACTOR OF 0.05T.
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LEVEE IMPROVEMENT DISTRICT 12

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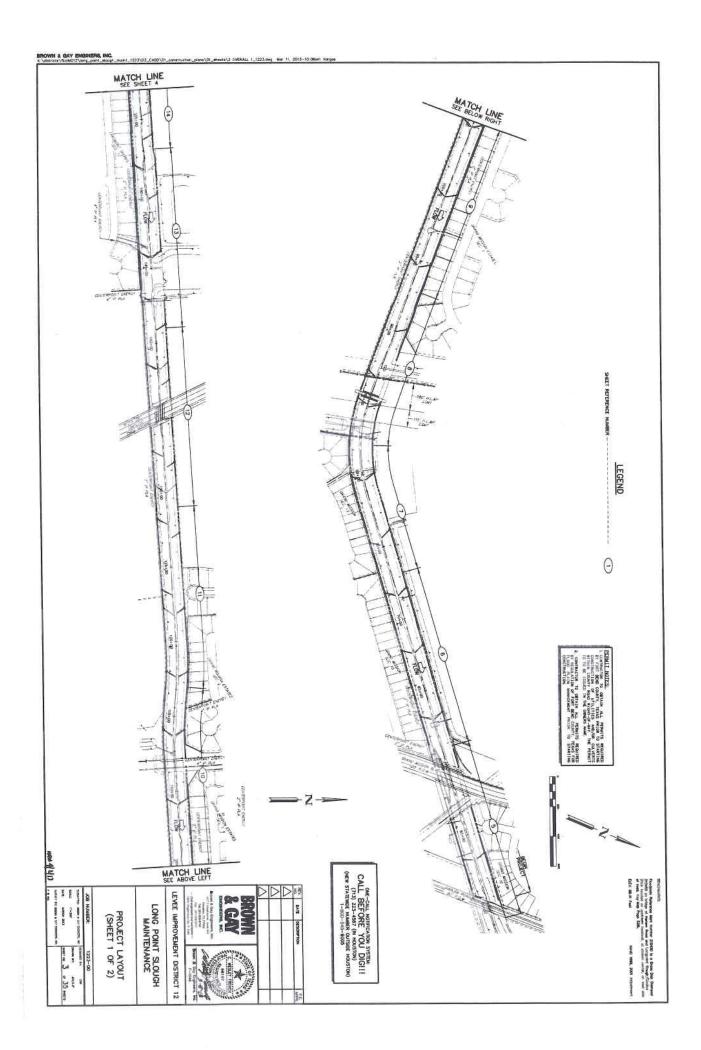
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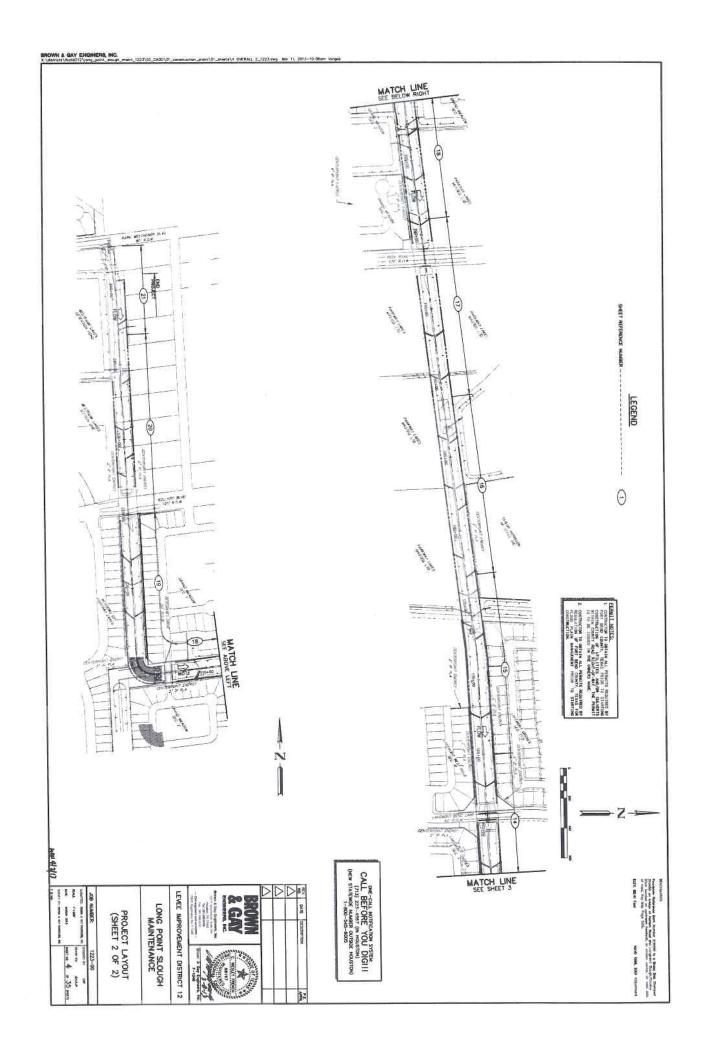
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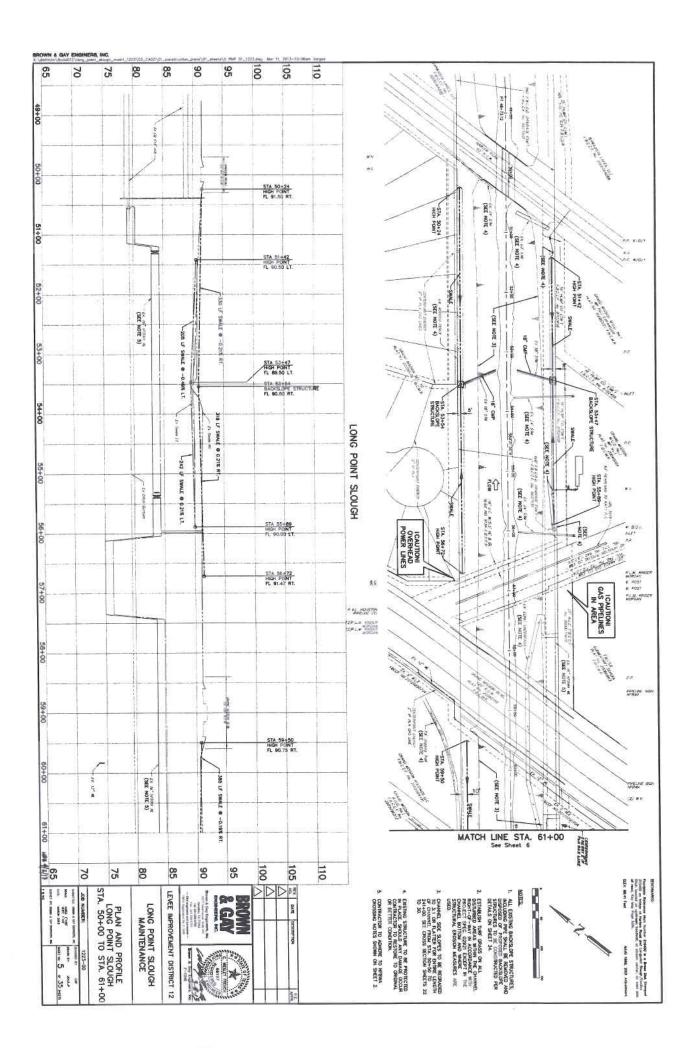
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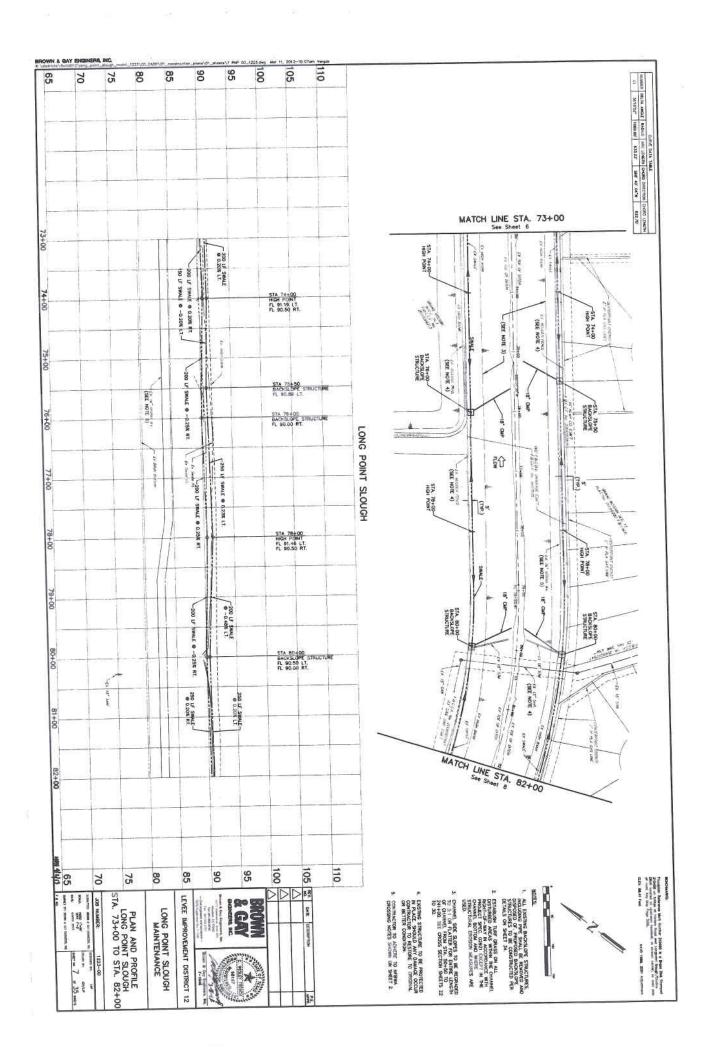
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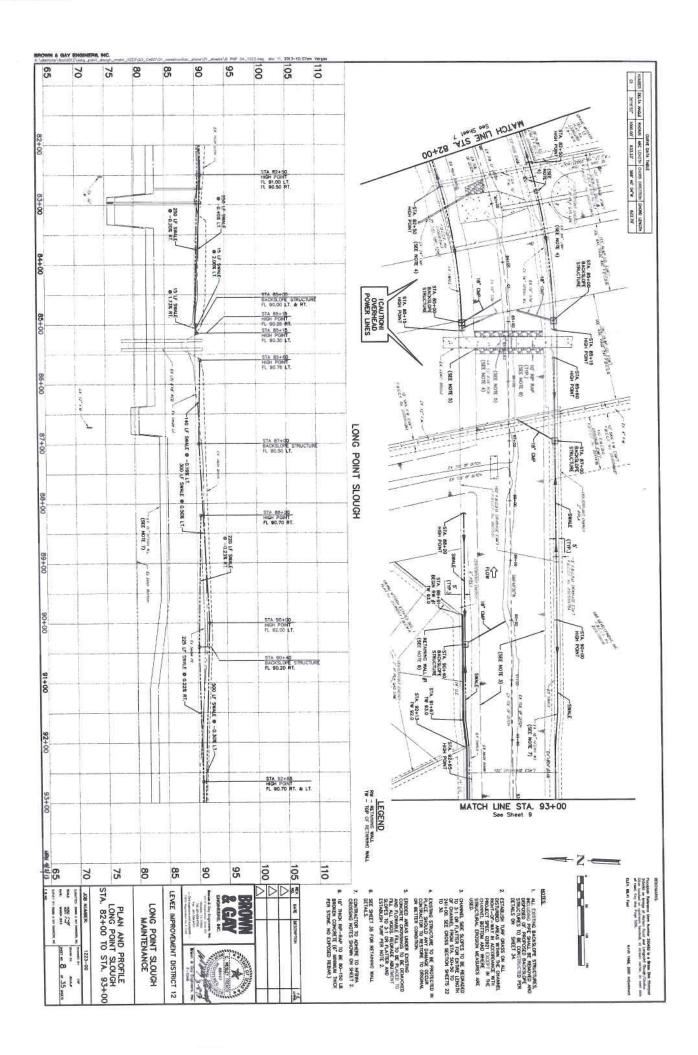
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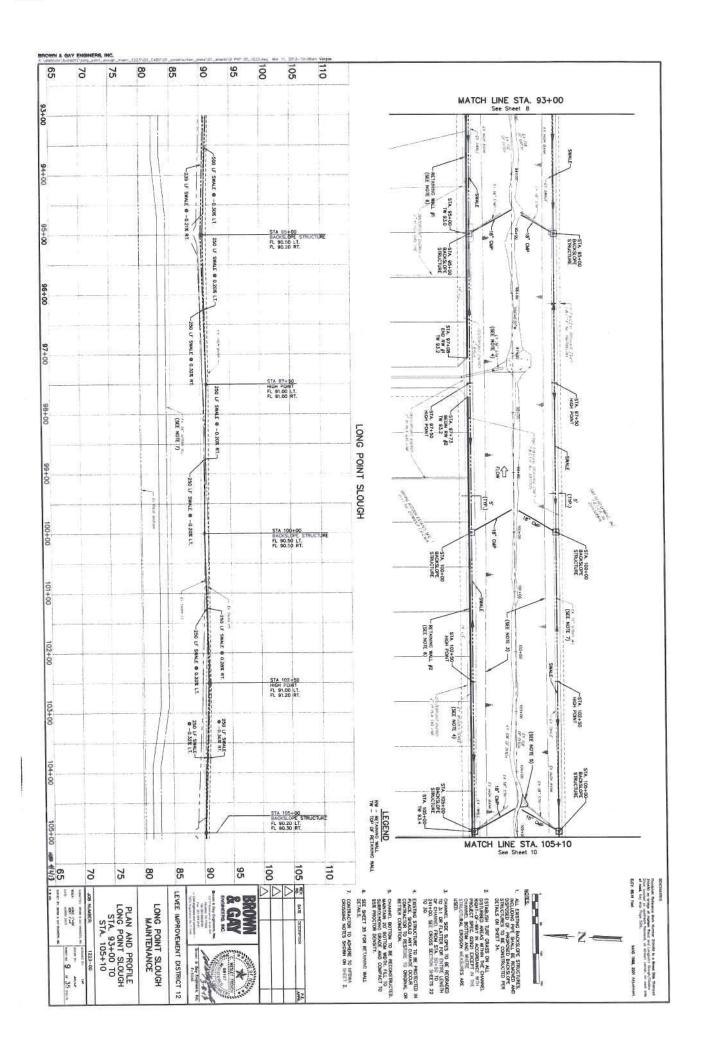


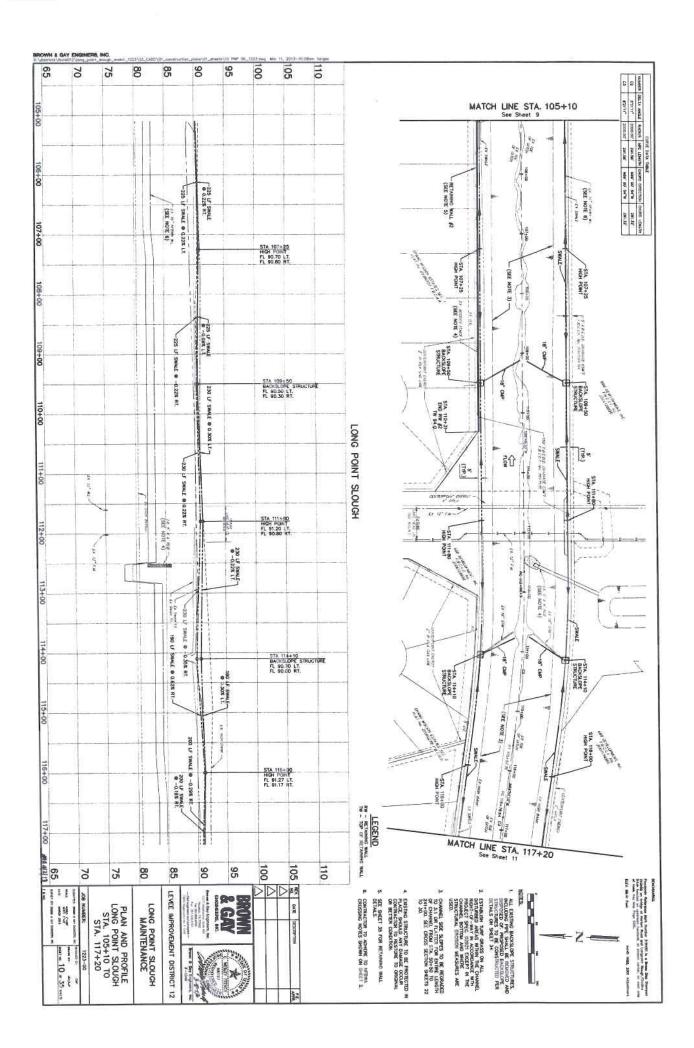


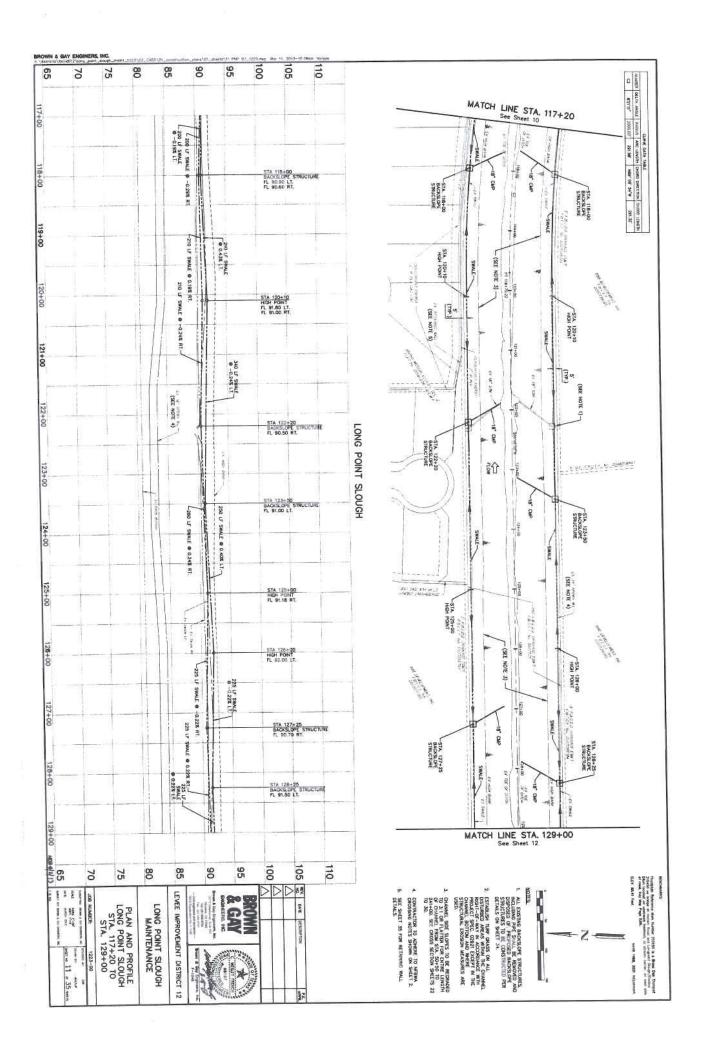


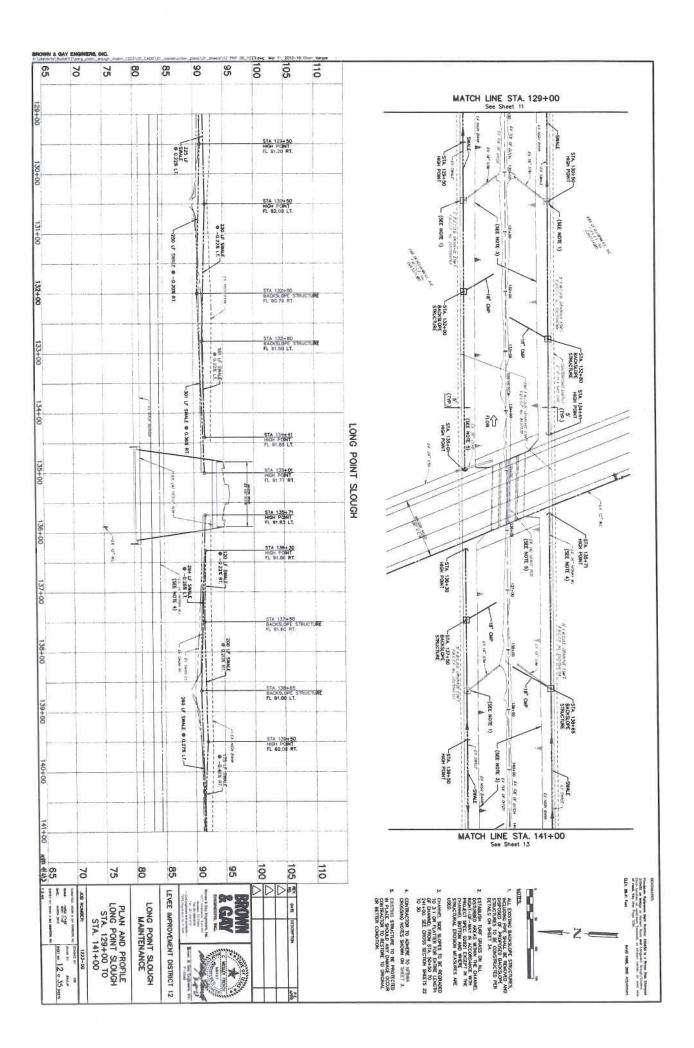


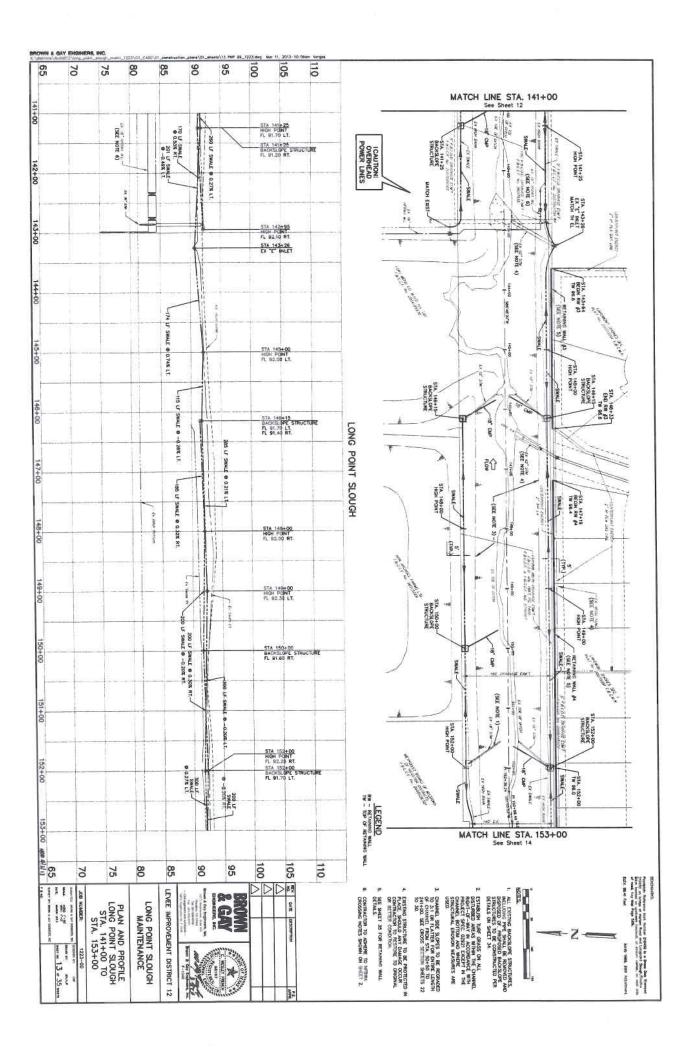


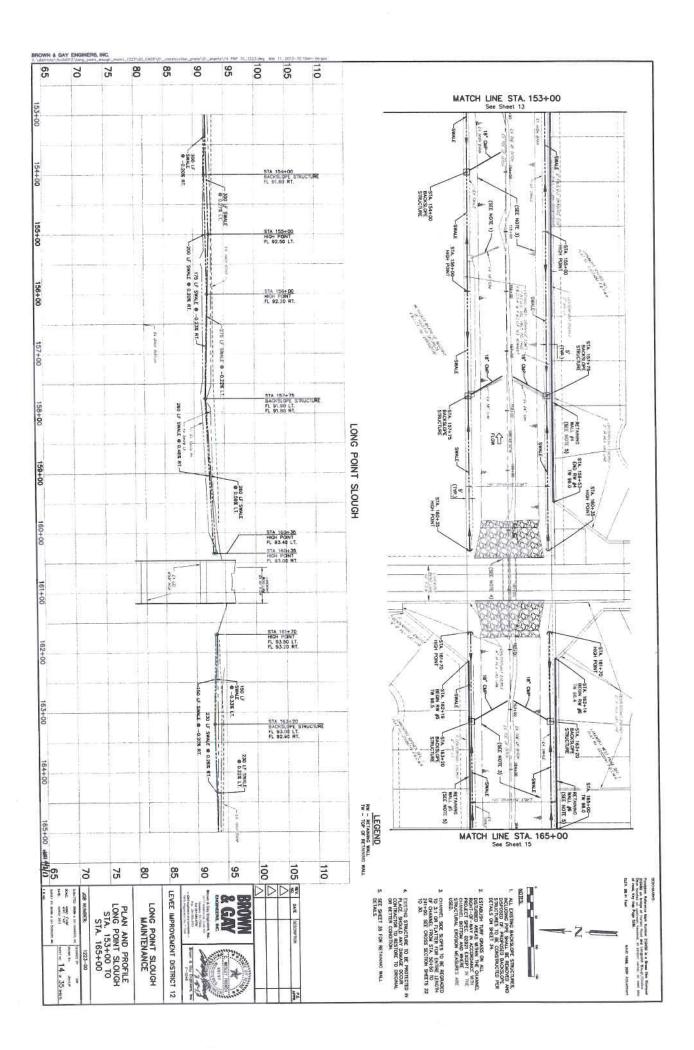


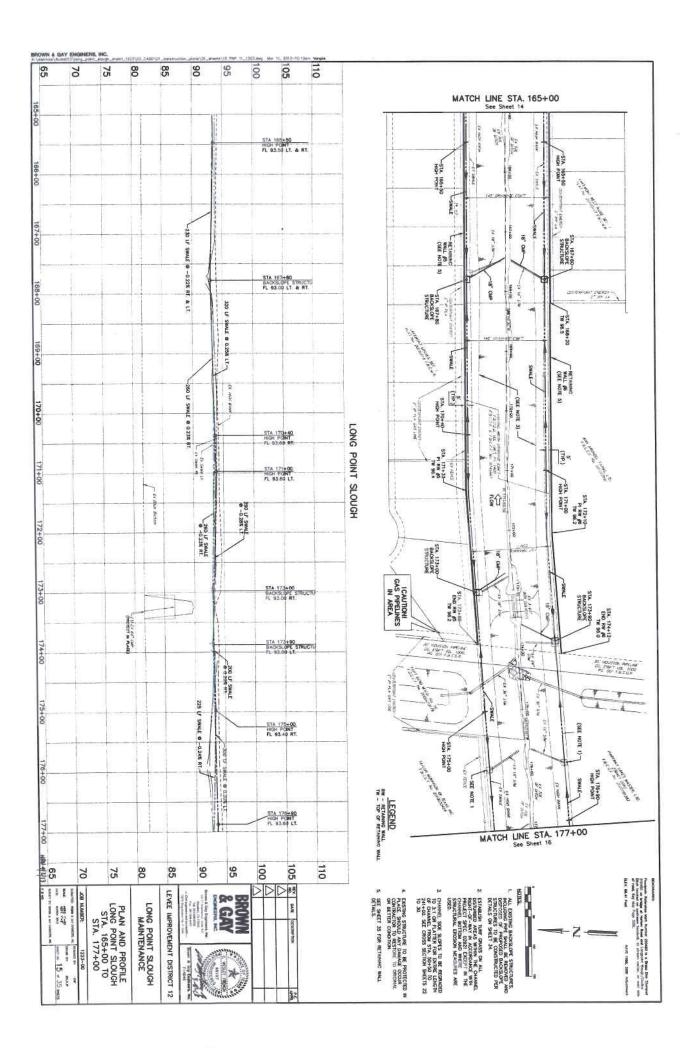


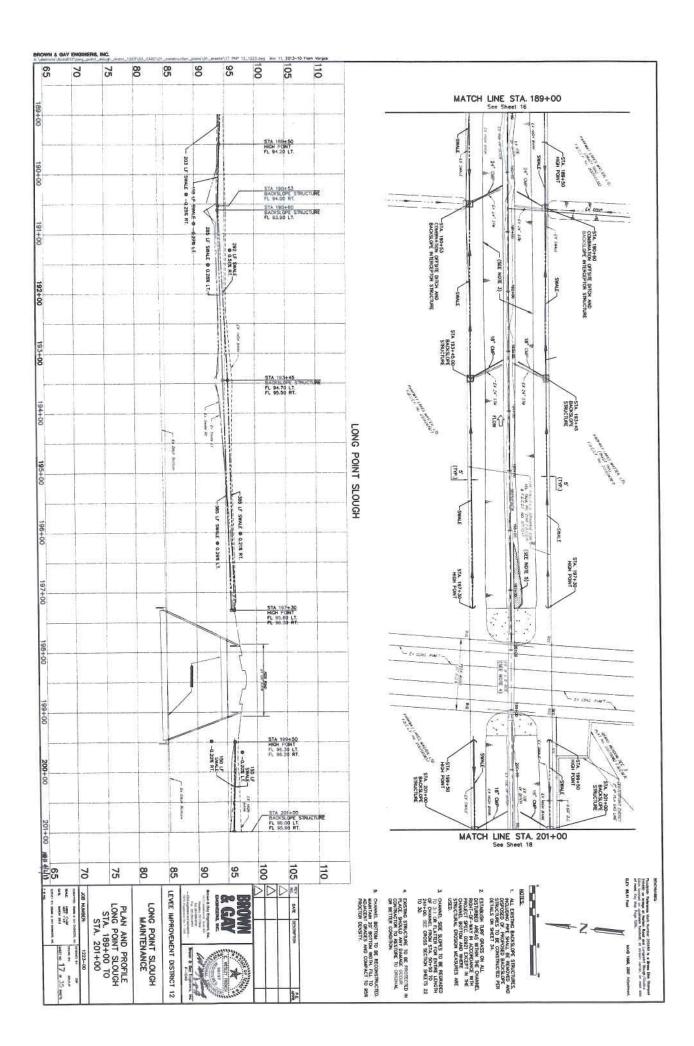


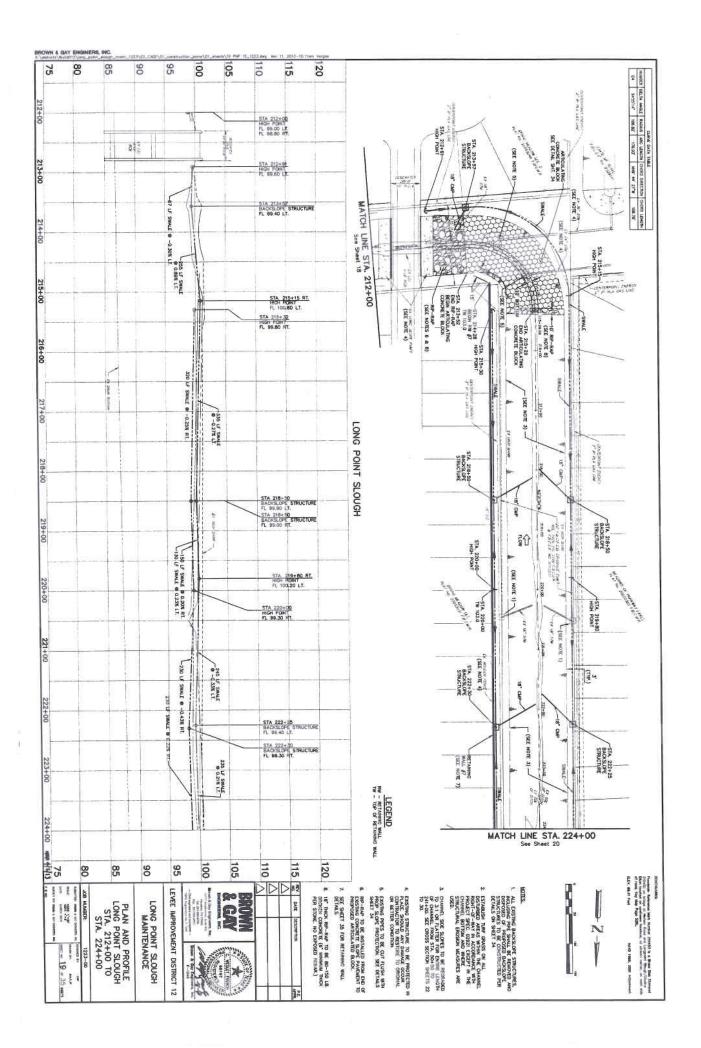


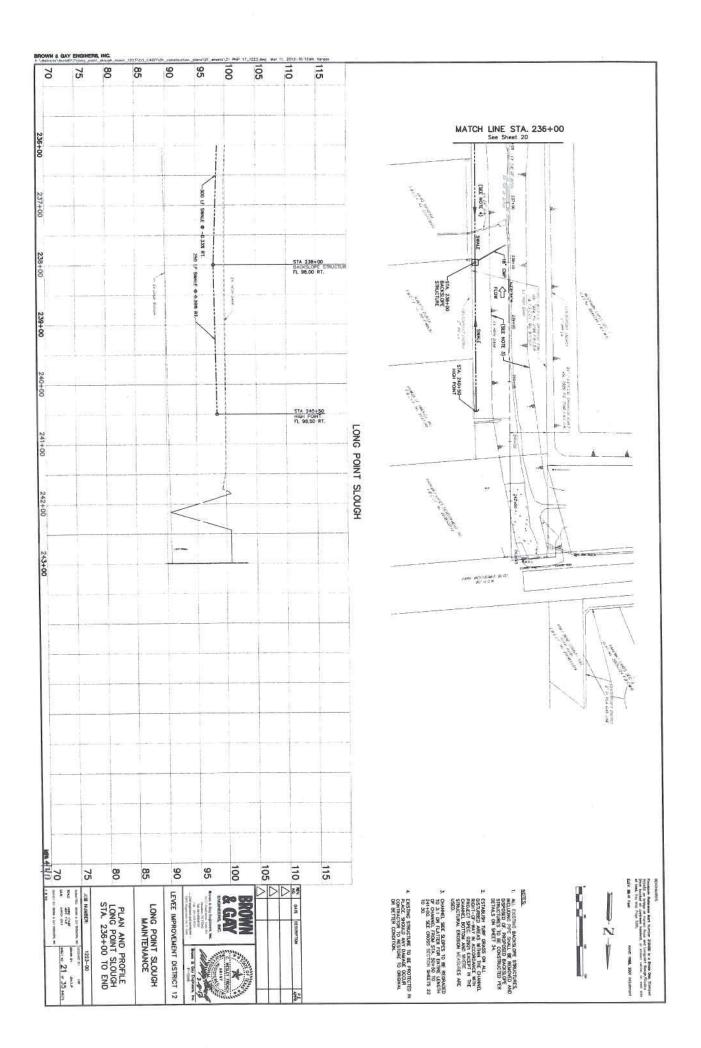


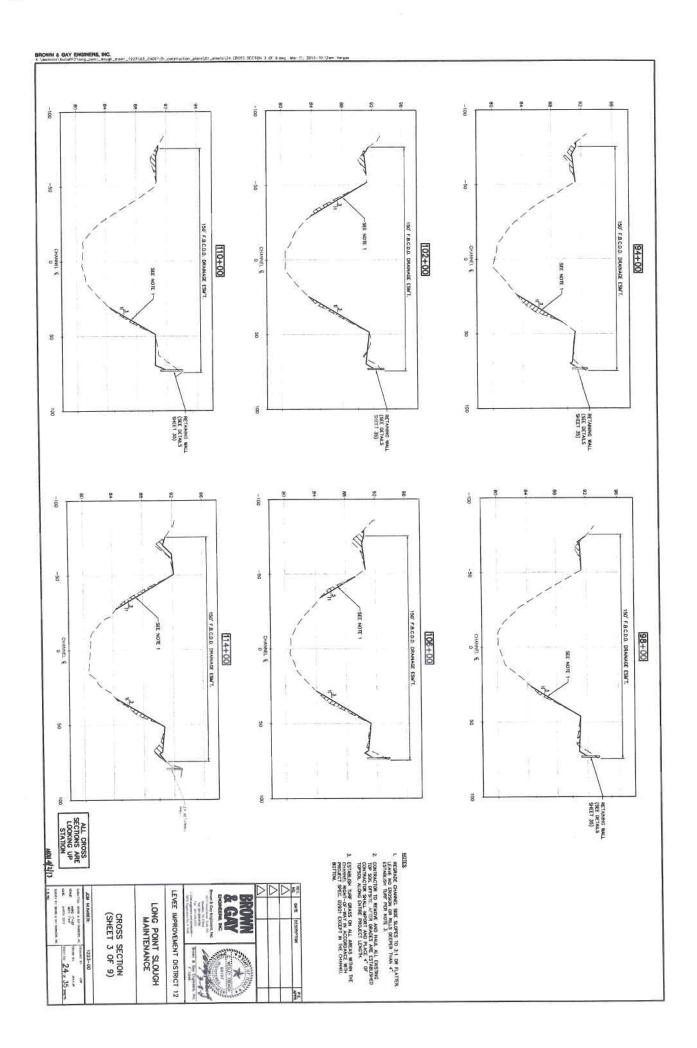


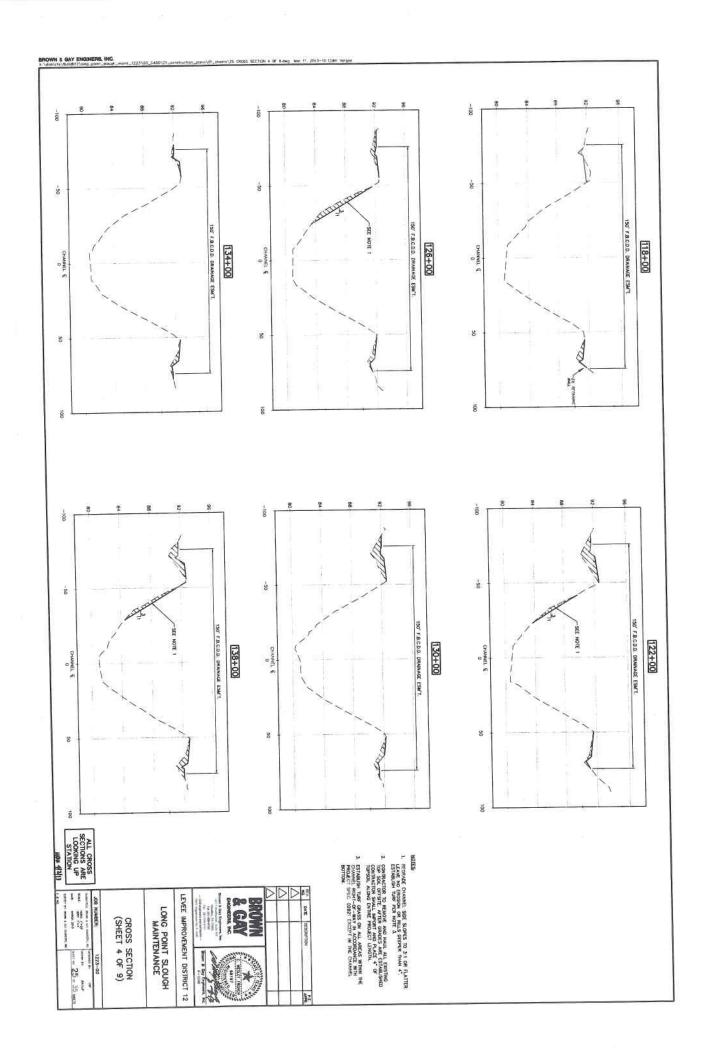


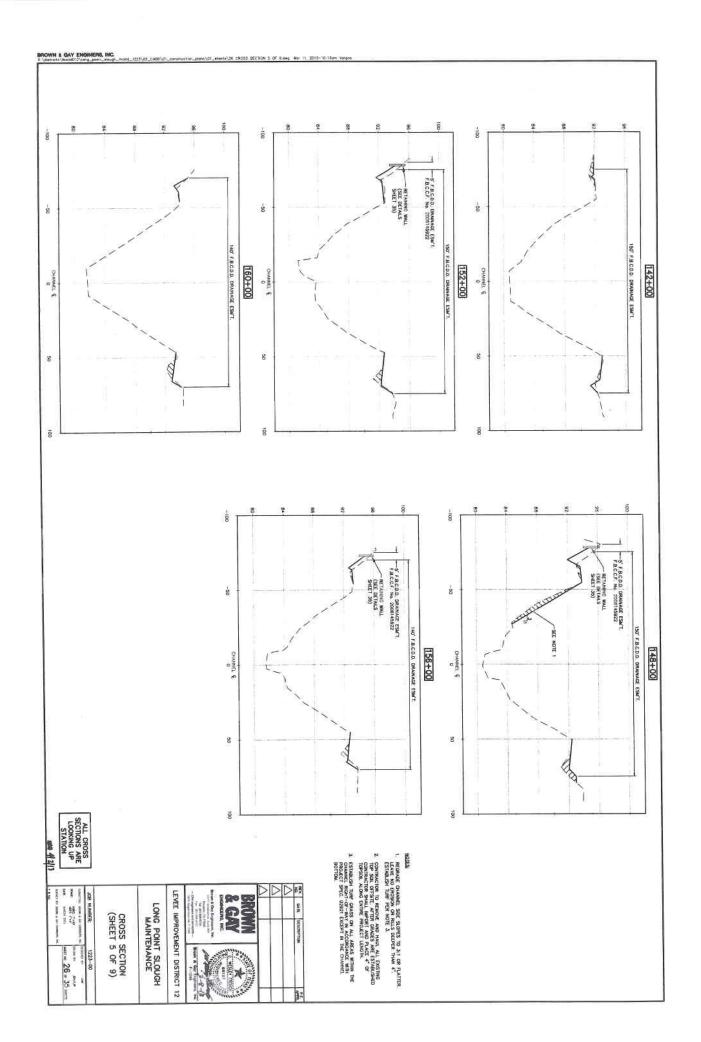


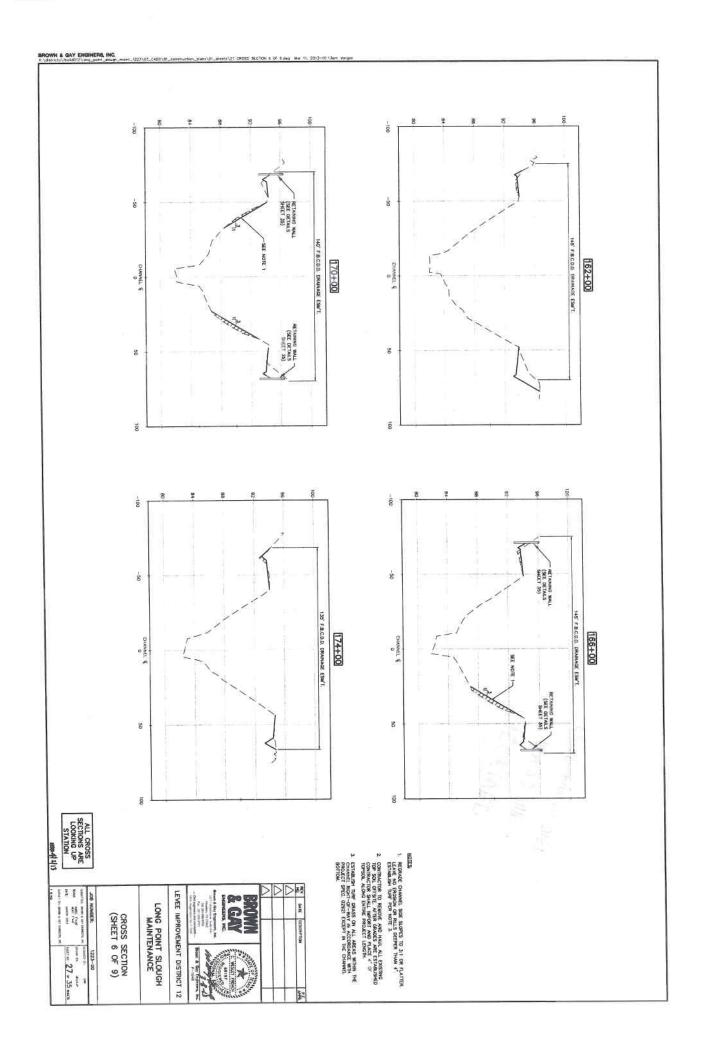


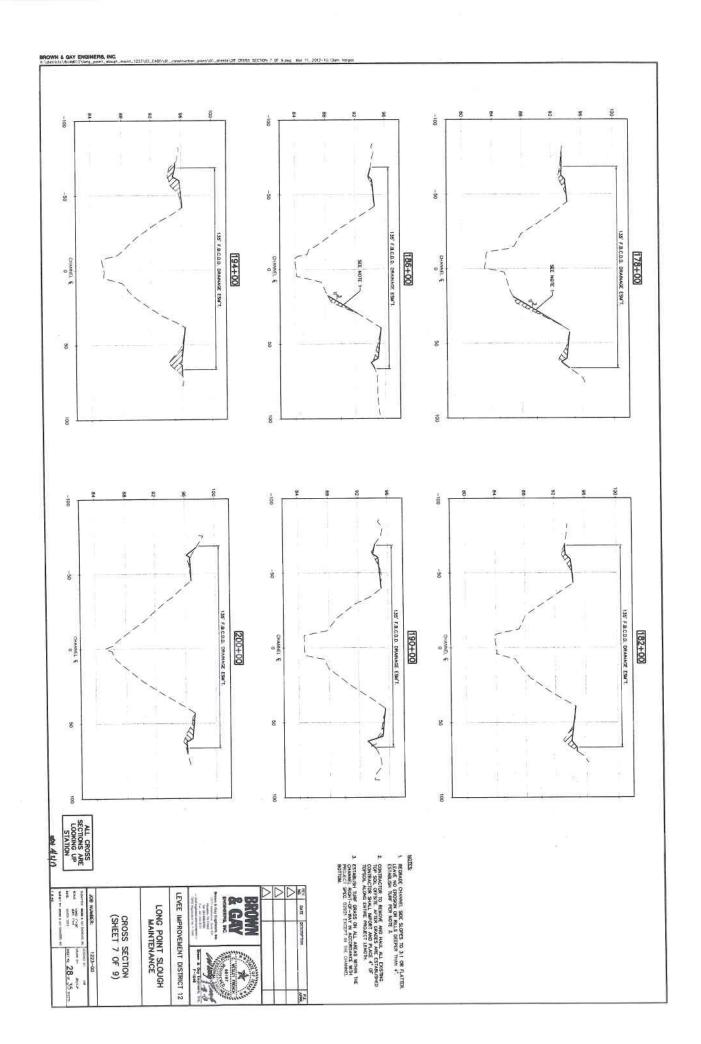


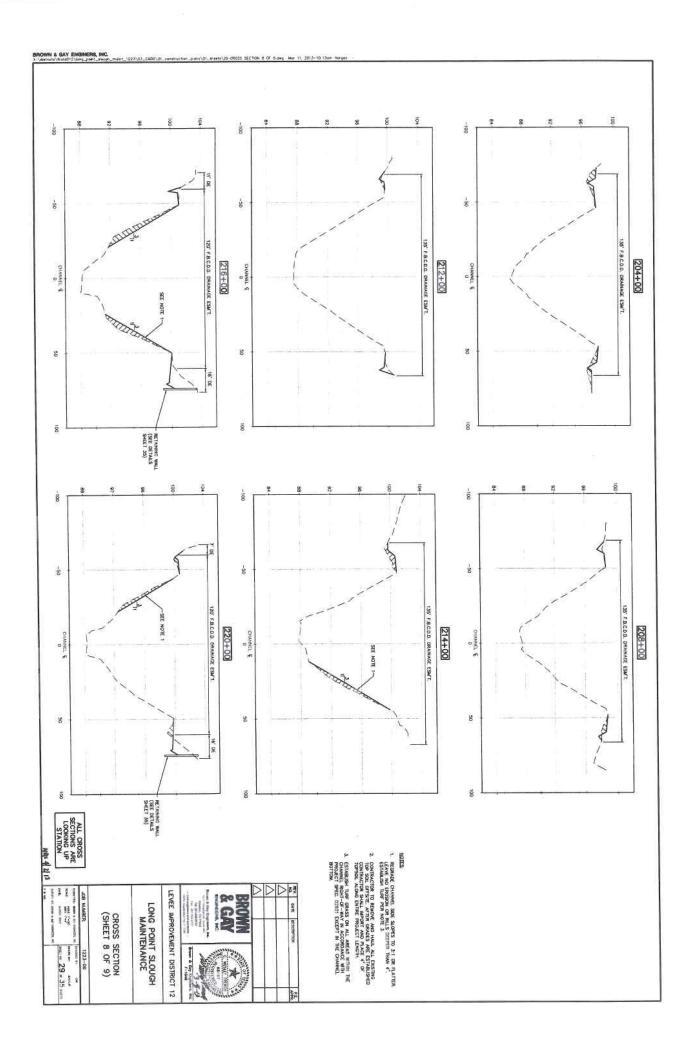


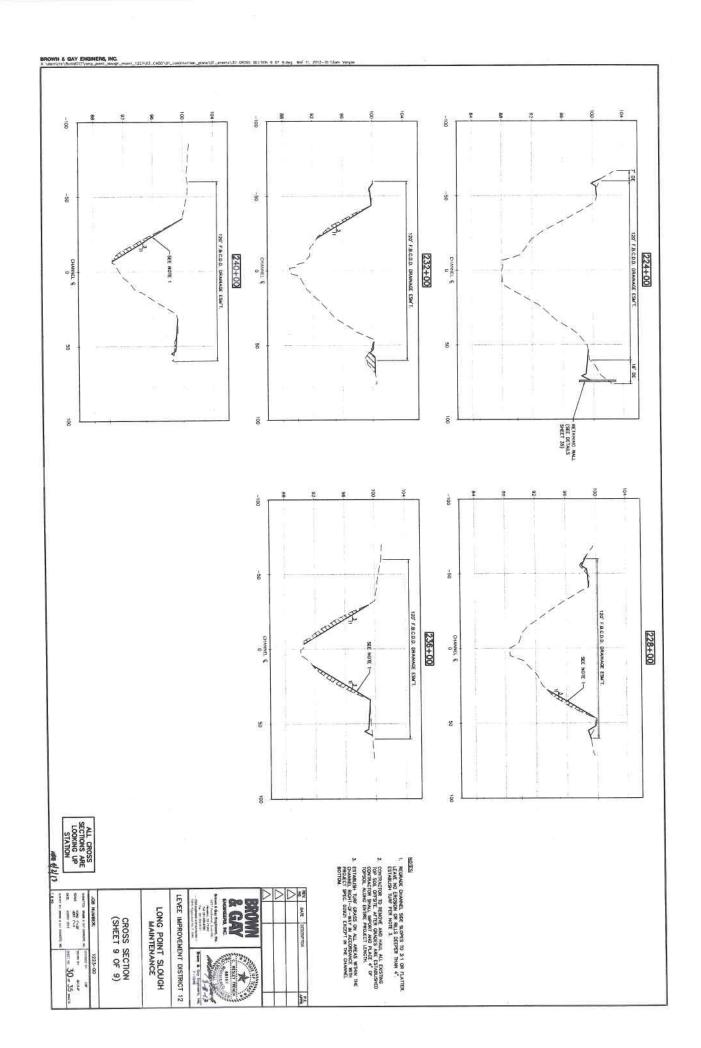


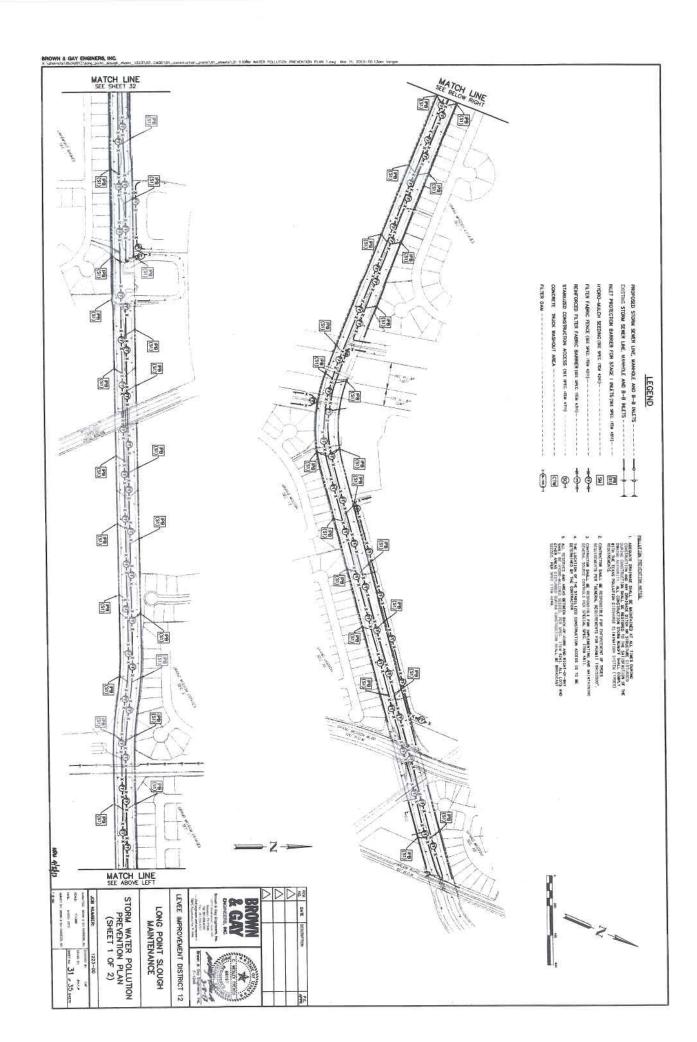


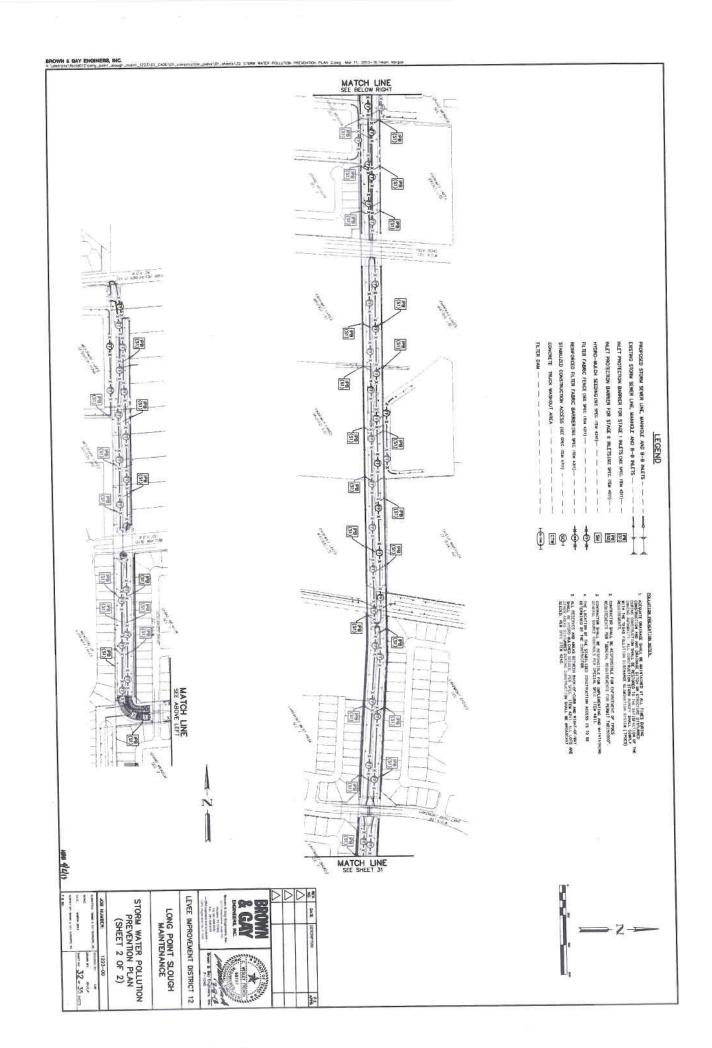


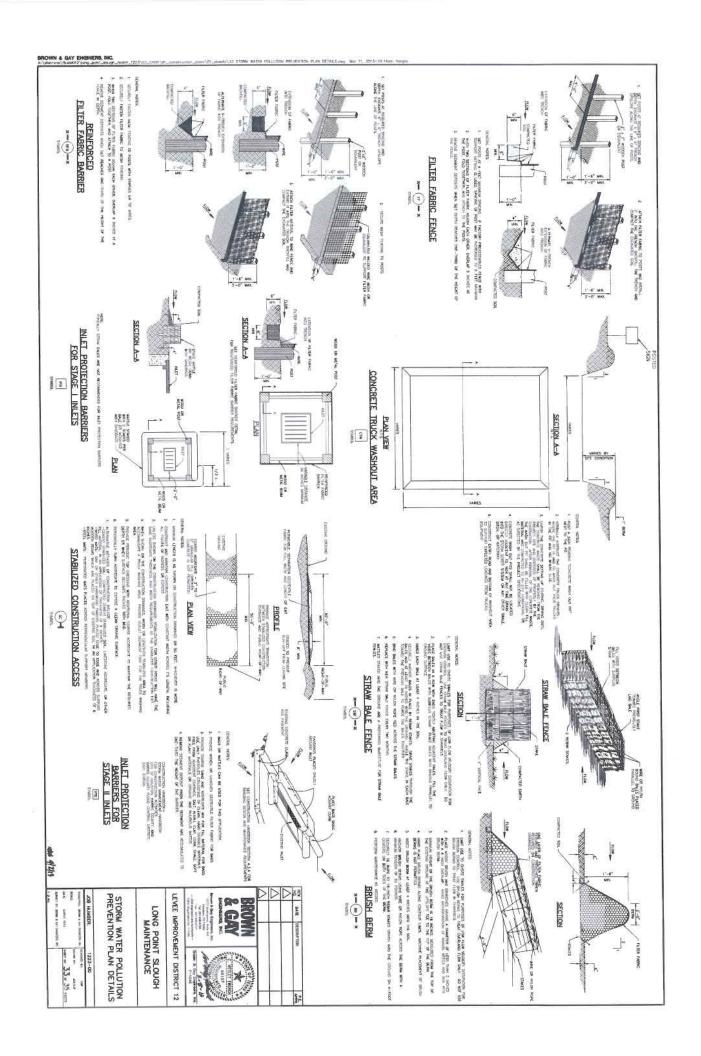


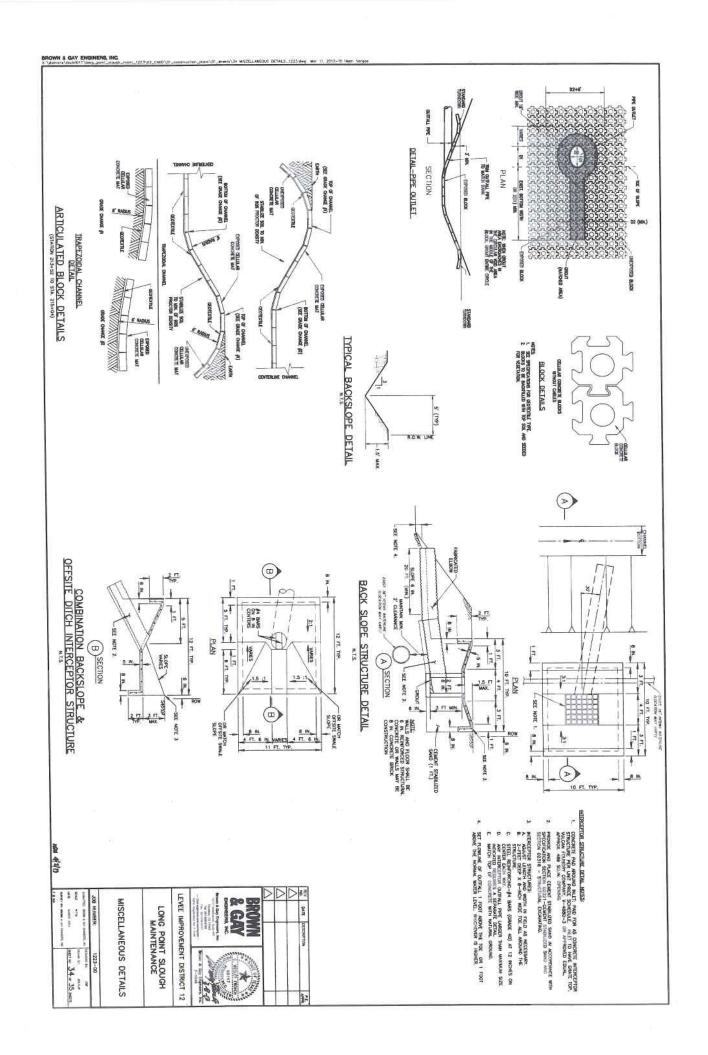


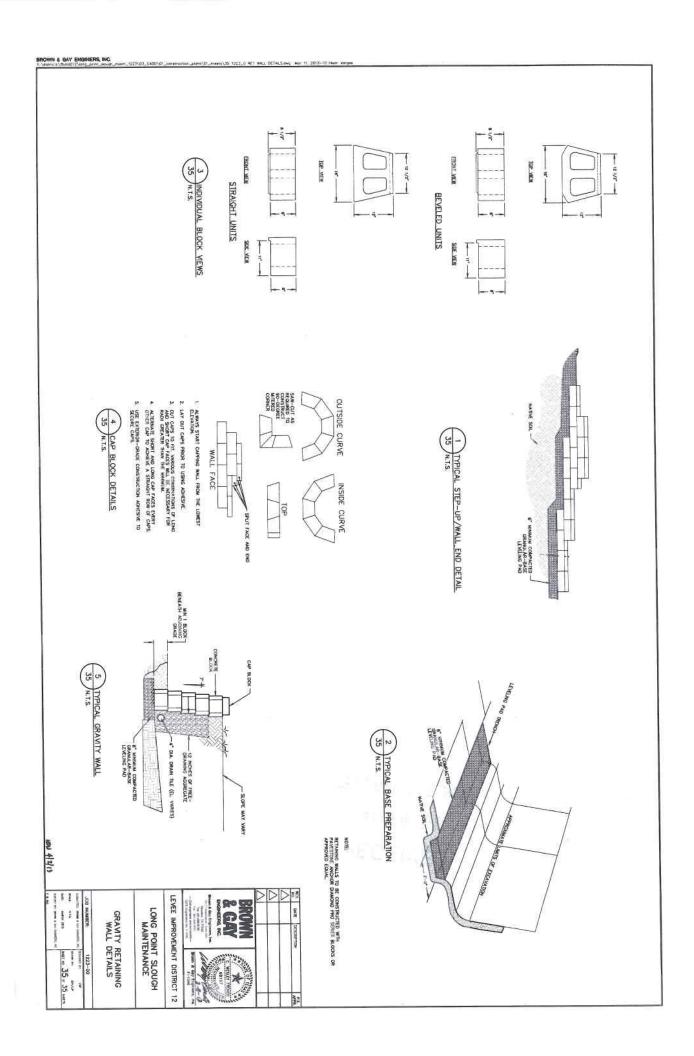












#### PERFORMANCE BOND

Bond #4402430

STATE OF TEXAS
COUNTY OF FORT BEND

Date Bond Executed December 14, 2015

KNOW ALL PERSONS BY THESE PRESENTS: ThatEISG, Inc	_(Contractor), of
the City of <u>Houston</u> , County of <u>Harris</u> , and State of <u>Texas</u> , as Prince SureTec Insurance Company	
authorized under the Laws of the State of Texas to act as surety on bonds for pri and firmly bound unto Fort Bend County Levee Improvement District No. 12 (penal sum of Seven Hundred Seventy-One Thousand Seven Hundred Eighty For Fifty Cents (\$771,784.50) for the payment whereof, the said Principal and Surety	Owner), in the ur Dollars and
and their respective officers, directors, shareholders, partners, heirs, administrate successors and assigns, jointly and severally, by these presents:	ors, executors,
WHEREAS, the Principal has entered into a certain written contract with the Owrday of, 20, for construction of:	ner, dated the
Long Point Slough Maintenance, Phase Two	

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Documents and the Plans and Specifications related thereto, 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 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and S	urety have signed and sealed this instrument
BY: Principal  BY:	SureTec Insurance Company  Surety  BY: Michelle Illeny Atterney in East
TITLE: Exec. U.F.	TITLE: Michelle Ulery, Attorney in Fact PHYSICAL ADDRESS:
ADDRESS:	
5353 W. Alabama St., Suite 340	1330 Post Oak Blvd., Ste. 1100
Houston, TX 77056	Houston, TX 77056
SEAI.	MAILING ADDRESS: Same as above
"In TEXAS	TELEPHONE: 713-683-1475
	LOCAL RECORDING AGENT PERSONAL IDENTIFICATION NUMBER:
	746941
The name and address of the Resident Agent of S	Surety is:

Southern American Insurance Agency, Inc., 13823 Schmidt Road, Cypress, TX 77429

### SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

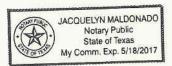
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

State of Texas County of Harris SS:

By: John Knox Jr., Presi

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

#### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

## Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

#### **PAYMENT BOND**

Bond #4402430

STATE OF TEXAS
COUNTY OF FORT BEND

Date Bond Executed December 14, 2015

KNOW ALL PERSONS BY THESE PRESENTS: That EISG, Inc (Contractor), of the City of Houston, County of Harris, and State of Texas, as Principal, and sureTec Insurance Company authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Fort Bend County Levee Improvement District No. 12 (Owner), in the penal sum of Seven Hundred Seventy-One Thousand Seven Hundred Eighty Four Dollars and Fifty Cents (\$771,784.50) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:
WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of , 20, for construction of:
Long Point Slough Maintenance, Phase Two
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the 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 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and S  day of	urety have signed and sealed this instrument
EISG, Inc  Principal  BY:  TITLE:  Exac. V. P.  ADDRESS:	SureTec Insurance Company  Surety  TITLE: Michelle Ulery, Attorney in Fact  PHYSICAL ADDRESS:
5353 W. Alabama St., Suite 340	1330 Post Oak Blvd., Ste. 1100
Houston, TX 77056	Houston, TX 77056
SEAL  The name and address of the Resident Agent of S	MAILING ADDRESS:  Same as above  TELEPHONE: 713-683-1475  LOCAL RECORDING AGENT PERSONAL IDENTIFICATION NUMBER: 746941

Southern American Insurance Agency, Inc., 13823 Schmidt Road, Cypress, TX 77429

### SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

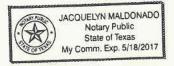
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

John Knox Jr., Pres.

State of Texas County of Harris SS:

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

#### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

## Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

#### MAINTENANCE BOND

bond #4402430

STATE OF TEXAS
COUNTY OF FORT BEND

Date Bond Executed December 14, 2015

KNOW ALL MEN BY THESE PRESENTS: ThatEISG, Inc	_(Contractor),
of the City of Houston . County of Harris, and State of Texas, as Principal, and _	******
SureTec Insurance Company autho	rized under the
Laws of the State of Texas to act as surety on bonds for principals, are held and unto Fort Bend County Levee Improvement District No. 12 (Owner), in the an 100% of the total contract price, in the penal sum of Seven Hundred Seven Thousand Seven Hundred Eighty Four Dollars and Fifty Cents (\$771,784.50 payment whereof, the said Principal and Surety bind themselves, and their heirs, executors, successors and assigns, jointly and severally, by these presents:	nount equal to enty-One  ) for the
WHEREAS, the Principal has entered into a certain written contract with the Owr	ner, dated the nstruction of:

#### Long Point Slough Maintenance, Phase Two

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

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall repair any and all defects in said work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, occurring within a period of two years beginning on the date of termination of the Performance Bond as required under this Contract, in accordance with the provisions of the 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 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, 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 the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on this date, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body of the second of the seco		
(seal)  (SEAL)  (CONTRACTOR) EISG, INC		
WITNESS:BY:BY:BY:		
(SURETY) SureTec Insurance Company		
WITNESS: BY: Michelle Ulery, Attorney in Fact		
CERTIFICATE AS TO CORPORATE PRINCIPAL		
Bear Trans		
that I am the Secretary of the Corporation named as Principal in the within bond; that		
Barry Lisene is the executive vice president who signed the said bond		
on behalf of the Principal, was then <u>Executive Vice Vesices T</u> , of said corporation,		
that I know his signature and his signature thereto is genuine and that said bond was duly designed, and attested for in behalf of sald corporation by authority of its governing body.  SEAL  (Corporate Seal)  Subscribed and sworn to before me, the undersigned authority, on this		
CORPORA		
SEAL )		
(Corporate Seal)		
Subscribed and sworn to before me, the undersigned authority, on this day of		
November, 2015		
Notary Public in and for Halls County		
STEL FSENE  My Commiss opires  October VII-2		

### SureTec Insurance Company

#### LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until \_\_\_\_\_\_\_ and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

John Knox Jr., Presiden

State of Texas County of Harris SS:

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

M. Brent Beaty, Assistant Secretary

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# SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

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SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
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