The Ohio Casualty Insurance Company

Performance Bond

Bond No. 602952097

KNOW ALL MEN BY THESE PRESENTS,

That we R-TEX SERVICES, LLC, as Principal, (hereinafter called Principal) and The Ohio Casualty Insurance Company, with principal offices in Keene, New Hampshire as Surety, (hereinafter called Surety) are held and firmly bound unto WISE COUNTY, TEXAS as Obligee, (hereinafter called Obligee), in the amount of FIVE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED FORTY THREE AND 53/100 Dollars $ 572,143.52 for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal did on OCTOBER 13, 2016 enter into a contract with said Obligee for DENTON CREEK WATERSHED SITE 26 - EWP REPAIR

BID 17-600-015

which contract is by reference made a part hereof and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

(1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.

(2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its home office, 62 Maple Avenue, Keene, New Hampshire 03431, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.

(3) No suit at law or proceedings in equity to recover on this bond shall be instituted after one (1) year from the date of acceptance of the project.

SIGNED, SEALED AND DATED : OCTOBER 27, 2016

R-TEX SERVICES, LLC
Principal

By: _____

The Ohio Casualty Insurance Company

By: _____
(Attorney-in-Fact)

S-138 (Perf)

The Ohio Casualty Insurance Company

Payment Bond

KNOW ALL MEN BY THESE PRESENTS,

That we R-TEX SERVICES, LLC, as Principal, (hereinafter called Principal) and The Ohio Casualty Insurance Company, with principal offices in Keene, New Hampshire, as Surety, (hereinafter called Surety) are held and firmly bound unto WISE COUNTY, TEXAS s Obligee, (hereinafter called Obligee), in the amount of FIVE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED FORTY THREE AND 52/100 Dollars $ 572,143.52 for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by thesepresents.

WHEREAS, the Principal did on OCTOBER 13, 2016 enter into a contract with said Obligee for DENTON CREEK WATERSHED SITE 26 EWP REPAIR BID 17-600-015 which contract is by reference made a part hereof and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to pay all just claims for labor and material furnished in the completion of said contract by persons, firms or corporations having direct contracts with the Principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

(1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.

(2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its home office, 62 Maple Avenue, Keene, New Hampshire 03431, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.

(3) No suit at law or proceedings in equity to recover on this bond shall be instituted after one (1) year from the date of acceptance of the project.

SIGNED, SEALED AND DATED : OCTOBER 27, 2016

R-TEX SERVICES, LLC
Principal

By:

The Ohio Casualty Insurance Company

By:
(Attorney-in-Fact)

S-138(Pay)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5888403

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kyle King, Kyle Boyd

all of the city of Dallas, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of December, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 19th day of December, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of October, 2016.

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Barnard Insurance Agency, LLP
1100 8th Street
Wichita Falls TX 76301

CONTACT NAME: Carlene Gulley
PHONE (A/C, No, Ext): 940-723-0977 FAX (A/C, No): 940-723-1220
E-MAIL ADDRESS: cgulley@bigwf.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley National Ins Co	
INSURER B: Berkley Oil & Gas	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED RTEXS-1
R-Tex Services, LLC.
PO Box 1055
Joshua TX 76058

COVERAGES CERTIFICATE NUMBER: 840819200 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EGL001291812	6/12/2016	6/12/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Pollution	$1,000,000
A	AUTOMOBILE LIABILITY			ECA312595212	6/12/2016	6/12/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EUL001291911	6/12/2016	6/12/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC312545311	6/12/2016	6/12/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Equipment Fltr w/Motor Trck Cargo			EIM312557211	6/12/2016	6/12/2017	250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile and General Liability policies include blanket automatic Additional Insured status and blanket automatic Waiver of Subrogation to the certificate holder when required by written contract between the Named Insured and Certificate Holder listed below. The Workers Compensation policy has blanket waiver of subrogation. The General Liability policy includes Surface Damage for Blowout/Explosion; Premises Operations; Independent Contractors; Broad Form Contractual Liability; Completed Operations and/or Products Liability (no time limit); Underground Property Damage Coverage and See Attached...

CERTIFICATE HOLDER

Wise County Asset Conrol
P.O. Box 952
400 W Walnut
Decatur TX 76234

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: RTEXS-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Barnard Insurance Agency, LLP		R-Tex Services, LLC. PO Box 1055 Joshua TX 76058
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Personal Injury Liability. Umbrella Liability is follow form excess over Automobile, General Liability and Workers Compensation policies. All policies are endorsed to include 30 day notice of cancellation to certificate holder.

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P.O. Box 1055 Joshua, Texas 76058 Office: 817-774-3333 Fax: 817-774-3335 Email: jmrtex@aol.com

October 27, 2016

To Whom It May Concern,

R-Tex Services, LLC will not have any subcontractors performing any work for the duration of the project on the Wise County Decatur Creek Watershed Site 26 Bid #17-600-015.

Thank you,

Jennifer Stafford
Office Manager
R-Tex Services, LLC
P.O. Box 1055
Joshua, TX 76058
Office: #817-774-3333
Office Fax: #817-774-3335
Direct E Fax: #817-977-5126
Email: jstafford@rtexservices.com

R-Tex Services, LLC

For All Your Oilfield, Pipeline & Construction Needs!

Make	Model		Class	Year
Brush Hog			shredder	2009
CASE	580		backhoe	2011
CAT	D6T		dozer	2012
CAT	D5k		Dozer	2015
CAT	289C		skid steer	2013
Ditch Witch			trencher	1995
Genie	GTH-1056		skytrak	2007
Honda		3"	water pump	2011
JLG		60'	manlift	2008
John Deere	310		backhoe	2011
John Deere	772G		blade	2012
Kubota	M9000		tractor	2004
Polaris	Ranger		ATV	2005
Sakai	510	84"	roller	2010
Takeuchi	TL150		skid steer	2009
Takeuchi	180		excavator	2010
Takeuchi	TL130		skid steer	2009
Cat	326		Excavator	2015
Jonh Deere	250		Excavator	2015
John Deere	250		AT Truck	2014
East Texas Trailer	960 Gal		Fuel Trailer	2017
Thompson Pumps		6"	Water Pump	2008
Mack		12 Yrd	Dump Truck	2012

P.O. Box 1055 Joshua, Texas 76058 Office: 817-774-3333 Fax: 817-774-3335 Email: jmrtex@aol.com

October 31, 2016

To Whom It May Concern,

R-Tex Services, LLC schedule for project on the Wise County Decatur Creek Watershed Site 26 Bid #17-600-015 will be 7:00 am – 6:00pm with a (1) hour lunch at Noon, Monday-Friday.

Thank you,

Jennifer Stafford
Office Manager
R-Tex Services, LLC
P.O. Box 1055
Joshua, TX 76058
Office: #817-774-3333
Office Fax: #817-774-3335
Direct E Fax: #817-977-5126
Email: jstafford@rtexservices.com

R-Tex Services, LLC

For All Your Oilfield, Pipeline & Construction Needs!

CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I also understand that I am responsible for all on-site requirements of the Storm Water Pollution Discharge Plan.

Name: BRADY HIGH Date: 10.31.16

Title: PROJECT MANAGER

Firm: R-TEX SERVICES, LLC

Address: P.O. BOX 1055
JOSHUA, TX 76058

Phone: 817-933-2287