



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2017

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 have **ADDITIONAL INSURED** provisions or 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 INSURICA TX Insurance Services, Inc. 2301 West Plano Parkway, Suite 108 Plano, TX 75075 | CONTACT NAME: Traci Williams PHONE (A/C, No, Ext): (469) 443-3493 FAX (A/C, No): (972) 419-5368 E-MAIL ADDRESS: Traci.Williams@INSURICA.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Beavers Contracting LLC 9080 Ike Byrom Rd Aubrey, TX 76227 | INSURER A: Acadia Insurance Company NAIC # 31325 | |
| | INSURER B: Texas Mutual Insurance Co. 22945 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **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/SUBR INSD/ WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | CPA47852610 | 04/18/2017 | 04/18/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | CPA47852610 | 04/18/2017 | 04/18/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | CUA474878710 | 04/18/2017 | 04/18/2018 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | 0001190210 | 04/18/2017 | 04/18/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

JOB NUMBERS:
 17-600-022 Site 12-1
 17-600-023 Site 12-2
 17-600-024 Site 14-161
 17-600-025 Site 15-3

Certificate Holder is an Additional Insured with respect to General and Auto Liability policies if required or agreed to in a written contract subject to all provisions and limitations of the policy. General Liability coverage is primary and non-contributory. A Waiver of Subrogation in favor of Certificate Holder
SEE ATTACHED ACORD 101

| | |
|--|---|
| CERTIFICATE HOLDER Wise County Asset Control 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  |
|--|---|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------------------------|--|--|
| AGENCY INSURICA TX Insurance Services, Inc. | | NAMED INSURED Beavers Contracting LLC 9080 Ike Byrom Rd Aubrey, TX 76227 | |
| POLICY NUMBER SEE PAGE 1 | | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 applies to the General Liability, Auto Liability and Workers Compensation policies if required or agreed to in a written contract
 subject to all provisions and limitations of the policy.

Bond No. 714503P

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Beavers Contracting, LLC

P.O. Box 697

Aubrey, TX 76227

OWNER:

(Name, legal status and address)

Wise County

P.O. Box 952, 400 West Walnut

Decatur, TX 76234

, US|

CONSTRUCTION CONTRACT

Date: July 10, 2017

Amount: \$ Forty-four Thousand Two And No/100THSDollars (\$44,002.00)

Description:

(Name and location) Denton Creek Watershed, Site 12-1 EWP Repair

BOND

Date: July 14, 2017

(Not earlier than Construction Contract Date)

Amount: \$ Forty-four Thousand Two And No/100THS (\$44,002.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Beavers Contracting, LLC

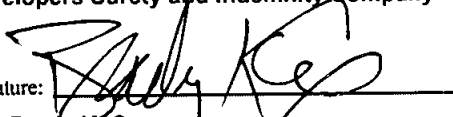
Signature: 

Name and Title: Skipper Beavers
Owner, President

SURETY

Company: *(Corporate Seal)*

Developers Surety and Indemnity Company

Signature: 

Name and Title: Brady K. Cox
Attorney-in-Fact

Surety Phone No. 1 (800) 782-1546

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Baldwin-Cox Agency

5930 Preston View Blvd., Suite 200

Dallas, TX 75240

972-644-2688

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Owner/Architect

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____ **N/A**

Name and Title:

Address

Signature: _____ **N/A**

Name and Title:

Address

Bond No. 714503P

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Beavers Contracting, LLC

P.O. Box 697
Aubrey, TX 76227

OWNER:
(Name, legal status and address)

Wise County
P.O. Box 952, 400 West Walnut
Decatur, TX 76234
, US|

SURETY:
(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P.O. Box 19725
Irvine, CA 92623

Mailing Address for Notices
Developers Surety and Indemnity Company
P.O. Box 19725
Irvine, CA 92623

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: July 10, 2017

Amount: \$ Forty-four Thousand Two And No/100THSDollars (\$44,002.00)

Description:
(Name and location) Denton Creek Watershed, Site 12-1 EWP Repair

BOND

Date: July 14, 2017

(Not earlier than Construction Contract Date)

Amount: \$ Forty-four Thousand Two And No/100THS (\$44,002.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

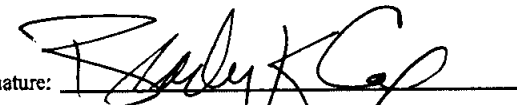
Company: Beavers Contracting, LLC *(Corporate Seal)*

Signature: 

Name: Skipper Beavers
and Title: Owner, President

SURETY

Company: Developers Surety and Indemnity Company *(Corporate Seal)*

Signature: 

Name: Brady K. Cox
and Title: Attorney-in-Fact
Surety Phone No. 1 (800) 782-1546

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Baldwin-Cox Agency
5930 Preston View Blvd., Suite 200
Dallas, TX 75240
972-644-2688

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Owner/Architect

§ 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

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____ **N/A**
Name and Title:
Address

Signature: _____ **N/A**
Name and Title:
Address

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

**P.O. Box 19725
Irvine, CA 92623-9725**

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:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>
E-mail: 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.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCIA

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

**P.O. Box 19725
Irvine, CA 92623-9725**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Trenae Donovan, Renee A. Folkerts, Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, John A. Aboumrad, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of July, 2017

By: *Cassie J. Harrisford*
Cassie J. Harrisford, Assistant Secretary



**DENTON CREEK
SITE 12-1 LAND STABILIZATION TREATMENT AREA
STORM WATER POLLUTION PREVENTION PLAN**

SITE DESCRIPTION

Project Name and Location:

Denton Creek, Site No. 12-1, is located approximately 7.5 miles northeast of Alvord, Wise County, Texas .

Latitude 33° 24' 58.63" N

Longitude 97° 35'4.13" W

Owner's Name and Address: (Permanent)

Wise County – Judge J.D. Clark
P.O. Box 393
Decatur, TX 76234

Owner's Name and Address: (During Construction)

USDA, Natural Resources Conservation Service
101 South Main
Temple, TX 76501

DESCRIPTION

The repair addresses erosion repair in the existing auxiliary spillway approximately from Sta. 3+00 to Sta. 5+00. These areas will be repaired by scarifying six inches (6") below the existing ground to construct a suitable foundation on which to place earthfill. Once the subgrade has been constructed and approved, compacted earthfill will be placed in thin lifts using Class C compaction methods to an elevation six inches (6") below the finished grade neat line. Six inches (6") of topsoil will be placed on top of the compacted earthfill areas to the designed finished grade. Construction of a rock riprap erosion control structure, 2.5' thick, proceeds from approximately Sta. 5+24, to Sta. 5+53. R-300 rock riprap, to be underlain by geotextile and placed 2.5 feet normal to the subgrade, is selected based on experience gained from similar projects involving spillway and channel erosion. Topsoil will be placed over the earthen repair areas and vegetation established. It should be noted that the finished grade of the auxiliary dike was chosen to closely match the surveyed geometry and may not exactly match the as-built geometry with regards to slope and width.

The major items of work consist of preparing the campsite; stripping and stockpiling the topsoil from the auxiliary spillway; excavating, filling and grading eroded areas; compacting the earthfill in the auxiliary spillway; placing rock riprap, placing 6 inches of topsoil over the repaired earthen areas; and vegetation establishment.

The approximate repair quantities consist of 385 cubic yards of common excavation, 210 cubic yards of earthfill, and 140 tons of rock riprap.

Soil disturbing activities will include: construction of access road; stripping of topsoil; excavation and earthfill operations to prepare subgrades; backfilling; grading; and shaping.

RUNOFF COEFFICIENT

The final coefficient of runoff for this site will remain essentially unchanged after the completion of the construction repair.

SITE AREA

The site's work limits encompasses approximately 2.8 acres including access roads. The drainage area of the site is approximately 0.18 square miles.

SEQUENCE OF MAJOR ACTIVITIES

The order of activities will be as follows:

1. Construct the access road and construction campsite
2. Install erosion control measures
3. Site preparation and stripping
4. Excavation and earthfill operations to prepare subgrade
5. Install rock riprap erosion control structure
6. Final shaping and grading including earthfill and backfill operations
7. Final restoration of disturbed areas
8. Temporarily stabilize exposed soils.
9. Fencing and cleanup
10. Vegetation and irrigation

NAME OF RECEIVING WATERS

Site 12.1 is located on the headwaters of Denton Creek (Segment No. 0826A).

Data provided by the U.S. Fish and Wildlife Service indicates that Wise County does have endangered species present in the county. However, Wise County is not identified as a critical habitat for these species.

There are no properties listed or eligible for listing on the National Register of Historic Places in the vicinity of the work area.

CONTROLS

EROSION AND SEDIMENT CONTROL STABILIZATION PRACTICES

Temporary Stabilization - The average annual rainfall in the area is approximately 36 inches. Sediment filters (filter fabric sediment fences) will be used as needed during construction to help stabilize disturbed areas. Sediment filters are to be provided along the downstream boundary of the campsite area during construction. Sediment filters are also to be provided on the downstream side of any soil or rock material which is stockpiled for more than 14 days and the waste area. All disturbed areas shall be either hay mulched; or seeded and hay mulched to provide temporary stabilization.

After borrow operations are completed or as soon as practicable after temporary activity has ceased in an area it will be scarified as required in the specifications. All excavated slopes within the limits of the borrow area shall be maintained to be no steeper than 1:1 except that the final side slopes of all borrow areas shall be dressed and be no steeper than 4:1. Excavated slopes where the existing stream channel(s) enter the borrow area shall be dressed to be no steeper than 10:1.

The construction ingress and egress will be stabilized with gravel or other stabilization materials to prevent the tracking of mud onto public streets by vehicles leaving the construction site.

All pollution control measures will be maintained in a functional condition as long as needed during the construction operation.

Permanent Stabilization - All slopes cut in soil, earthfill slopes and disturbed areas will be protected against rilling and erosion by vegetation and the installed rock riprap. Topsoil will be placed on earthen slopes to facilitate vegetation establishment.

Structural Practices - No structural measures are anticipated for erosion and sediment control.

STORM WATER MANAGEMENT

Storm water runoff from the construction area will be filtered with sediment fences or other measures as needed around the excavation areas, embankment, stockpiles, campsite, and other disturbed areas as described above for **EROSION AND SEDIMENT CONTROL**. Where construction roads cross low areas subject to concentrated storm water flow, culverts will be installed.

OTHER CONTROLS

WASTE DISPOSAL

Waste Materials:

All organic materials from the site preparation, clearing, and clearing and grubbing operations will be either chipped and used on site for mulch or burned in accordance with all state and local regulations. If the materials are burned on site, the residues will be buried in the waste areas. All inorganic materials from the site preparation will be

disposed of by burying in the waste areas and covering with a minimum of 3 feet of soil. All trash and construction debris will be collected and disposed of off-site.

Hazardous Waste:

All chemical and hazardous waste materials will be disposed of off-site in accordance with local or state regulation or as recommended by the manufacturer.

Sanitary Waste:

All sanitary waste will be collected from portable units and disposed of in accordance with local regulations.

Dust Control:

Dust will be controlled on all haul roads and access roads by sprinkling with water.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

All local and State regulations will be adhered to concerning the burning of organic materials or disposal of organic, chemical, and sanitary waste. The rehabilitation project will be conducted in accordance with the U.S. Department of the Army Corps of Engineers nationwide permit No. 3 Maintenance. The Texas Commission on Environmental Quality (TCEQ) has issued Texas Pollutant Discharge Elimination System (TPDES) permits for storm water discharges from construction activities under Section 402(p) of the CWA. There are no other applicable State or Federal requirements for sediment and erosion site plans or storm water site management site plans.

MAINTENANCE AND INSPECTION PROCEDURES

The Contractor, _____, will be responsible for intermittent review and inspection of the operation and maintenance of all pollution control measures throughout the life of the contract. Inspection of the conditions and the need for repair shall be made within 24 hours of each rainfall event of 0.5 inch or greater. Daily inspections of the need for cleanup of chemical spills and sanitary facilities will be performed.

Routine inspection of disturbed areas, storage areas, stockpiled materials, traffic areas and sediment filters shall be made every fourteen (14) days.

A maintenance inspection report will be made after each inspection. The report will be documented in the contractor's and the project engineer's daily job diary maintained on the job. The report will be prepared in accordance with Part V of the general permit.

The report will document the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated. Each report will be attached to the Storm Water Pollution Prevention Plan (SWP3) and remain with the SWP3 on site. Each report will be retained as part of the SWP3 for at least three (3) years from the date the site is finally stabilized.

The SWP3, a copy of the permit or permit language, and all inspection reports shall be available at a central location on site for the use of all operations and those who have responsibilities under the SWP3.

NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges may occur from the site during the construction period:

Water for dust control

Water for adjustment of moisture in earthfill and backfill operations

Water for wetting concrete forms

INVENTORY FOR POLLUTION PREVENTION PLAN

The following list of materials or substances are expected to be present during construction:

Paint

Chemical Fertilizers

Rock Riprap

Antifreeze

Fencing

Other _____

Other _____

SPILL PREVENTION

MATERIAL MANAGEMENT PRACTICES:

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

GOOD HOUSEKEEPING:

The following good housekeeping practices will be followed on site during project construction:

An effort will be made to store only enough product required to do the job.

All materials stored on site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.

Products will be kept in their original containers with the original manufacturer's label. Whenever possible, all of a product will be used up before disposing of the container. Manufacturers' recommendations for proper use and disposal will be followed. The contractor's job superintendent will be responsible for the proper use, storage, and disposal of materials on site.

HAZARDOUS PRODUCTS:

These practices will be used to reduce the risks associated with hazardous materials.

Products will be kept in original containers unless they are not resealable.

Original labels and material safety data will be retained.

If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

PRODUCT SPECIFIC PRACTICES

PETROLEUM PRODUCTS:

All on-site vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. The storage and dispensing of all petroleum products will be in accordance with part 1926.152 of the OSHA Construction Industry Safety and Health Standards. All spills of petroleum products will be cleaned up within 7 days. All contaminated soils will be removed from the site and disposed of in accordance with State and local regulations.

CONCRETE TRUCKS:

Concrete trucks will discharge all surplus concrete at a designated location. After all concrete has been placed, the surplus concrete will be buried in an approved site and covered with a minimum of 4 feet of soil. The wash water from the concrete trucks will be discharged into an approved lined pit. The pit will be emptied at the completion of construction and disposed of in accordance with State and local regulations. The pit will be filled and graded to match the adjacent ground surface.

PAINTS:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be disposed of onsite, but will be disposed of in accordance with manufacturers' instructions or State and local regulations.

SPILL CONTROL PRACTICES

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

Manufacturers' recommended methods for spill cleanup will be followed.

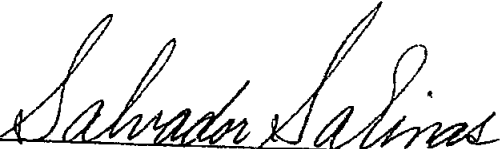
All spills of hazardous materials will be cleaned up immediately after discovery.

Spills of toxic or hazardous materials will be reported to the appropriate State or local government agency.

Contractor, Beavers Contracting, will be responsible for spill prevention and cleanup.

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



SALVADOR SALINAS

State Conservationist
USDA, Natural Resources Conservation Service
Temple, Texas

JAN 18 2017

Date

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: Shymbraven Date: 7-17-17
Title: Owner / President
Firm: Beavers Contracting, LLC
Address: P.O. Box 697
Aubrey, Tx
76227
Phone: 940-365-3337

Beavers Contracting
P.O. Box 697
Aubrey, TX 76227
940-365-3337

July 17, 2017

RE: Denton Creek Watershed Sites 12-1, 12-, 14-161, 15-3

To Whom It May Concern,

There will be no subcontractors used on the above listed jobsites.

Sincerely,


Skipper Beavers
Skipper Beavers

Beavers Contracting, LLC

P.O. Box 697

Aubrey, TX 76227

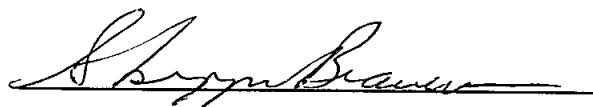
Phone (940) 365-3337

Fax (940) 365-3703

Monday, July 17, 2017

To whom it may concern,

The proposed work week is Monday – Saturday, 7:00 am to 6:30 pm with a 30-minute lunch break from 12:00 pm to 12:30 pm.

A handwritten signature in black ink, appearing to read "Skipper Beavers", written over a horizontal line.

Skipper Beavers

Beavers Contracting, LLC

P.O. Box 697

Aubrey, TX 76227

Phone (940) 365-3337

Fax (940) 365-3703

Monday, July 17, 2017

To whom it may concern,

Following is a list of equipment that will be used on the project:

- Tool Trailer
- (2) 6" Water Pumps
- 3" Water Pump
- Cat D-5 Dozer
- (4) Cat D-250 Dump Trucks
- Cat 330 Excavator
- John Deere 290 Excavator
- Cat 950 Loader
- Cat 12-G Blade
- Cat 8000-gal Water Wagon
- Cat Skid Steer
- Pad Foot Roller
- John Deere 750 Dozer
- (2) Cat D-6 Dozer
- 36" Rhome Plow
- Seeding Equipment