



SKE Construction, LLC.

PO Box 1111
Cypress, Texas 77410

Invoice

Date	Invoice #
12/28/2018	355

Bill To
City of Deer Park 710 E. San Augustine Deer Park, TX 77536

P.O. No.	Terms	Project
	Due on receipt	SKE-1139 E 2nd Str...

Quantity	Description	Rate	Amount
1	Contract Retainage Payment Due Upon Receipt	7,138.42	7,138.42
Total			\$7,138.42

Phone #	Fax #	E-mail
281-585-4100	281-585-5707	shelly@ske1.net



PO Box 1111 Cypress, Texas 77410
Office: 281-585-4100 Fax: 281-585-5707

KNOW ALL MEN BY THESE PRESENTS, That SKE Construction, LLC entered into a written agreement with the City of Deer Park, Texas, on the 19th day of June, 2018, which agreement and contract documents therein mentioned are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion of the agreement and final acceptance by the Authority, it being understood that the purpose of this section is to cover only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and the City of Deer Park, shall have and recover from the Contractor damages in the premises, as provided for in said contract documents

IN WITNESS WHEREOF, this instrument is executed and sealed this, the ____ day of _____, 201__

Principal Contractor: **SKE Construction, LLC**

Owner: **City of Deer Park**

By: Shelly A. Eberhart
Name: Shelly A Eberhart
Title: President/CEO
Dated: 01/21/19

Witness: Margaret H. Galy

By: _____
Name: _____
Title: _____
Dated: _____

Witness: _____

Waiver of Lien

Project Waterline Rehabilitation on 2nd Street

Job No. _____

On receipt by the signer of this document of a check from City of Deer Park, Texas (Issuer of Check) in the sum of \$ 7,138.42 (Seven thousand, one hundred thirty eight dollars and forty two cents) payable to SKE Construction, LLC (Payee of Check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Deer Park, Texas (Owner) located at E 2nd St, Deer Park, Texas (Project Location) to the following extent: 6" Waterline replacement by directional drilling (Job Description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to SKE Construction, LLC (Person whom Signer Contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on these statements, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Dated: _____

For: SKE Construction, LLC

By _____

Title: President/CEO

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

Shelly A. Eberhart Being first duly sworn, states that she is
President/CEO of SKE Construction, LLC
Of Harris County of Texas, hereinafter called "Company", and the said
Company has performed work and/or furnished materials and labor to
City of Deer Park, Texas hereinafter called "Owner" pursuant to a
contract, dated June 19th, 2018 with Owner (hereinafter called "Contract")
for the construction of:

PROJECT: Waterline Rehabilitation on 2nd Street

PROJECT NO: _____

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and that the company agrees to indemnify and hold the owner and engineers harmless from all liability arising from claims by subcontractors, material men and suppliers under contract, and that no claims have been made or filed upon the payment bond, that the company has not received any claims or notice of claims from the subcontractor, material men and suppliers.

By _____

President/CEO

Title

THE STATE OF TEXAS
COUNTY OF HARRIS

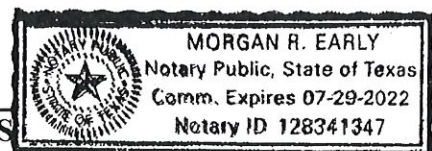
BEFORE ME, the undersigned authority, on this day personally appeared
SHELLY A. EBERHART SKE CONSTRUCTION, LLC and known to me to
be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that she executed the same as the act and deed of such limited
partnership for the purpose of consideration therein expressed and in the capacity therein
stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 14th DAY OF

Jan 2019

My commission expires: 07/29/22

Morgan Ruth Early
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. Box 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**CONSENT OF SURETY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. NTX5936

TO OWNER:

City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
SKE Construction, LLC
PO Box 1111 - Cypress, TX 77410

PROJECT:

Waterline Rehabilitation on 2nd Street

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

SKE Construction, LLC
PO Box 1111
Cypress, TX 77410

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

, OWNER,

as set forth in said Surety's bond.

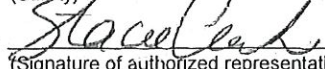
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 17, 2019
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Merchants National Bonding, Inc.

(Surety)



(Signature of authorized representative)

Stacie Clark

(Printed name and title)

Attorney-In-Fact

Printed in cooperation with American Institute of Architects (AIA). The
language in this document conforms exactly to the language used in
AIA Document G707-1994 Consent Of Surety to Final Payment.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake Barnes; Debby Biehl; Lacy L Rawlins; Ryan K Moss; Stacie Clark

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of January, 2019.



William Warner Jr.
Secretary