

Bond Number: EACX4051947

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT **Dale Lowden Excavating LLC** ("Contractor") as principal, and **Endurance Assurance Corporation** ("Surety") as surety are held and firmly bound unto **City of Dripping Springs, Texas** ("City") as obligee in the full and just sum of **Two Hundred Three Thousand Eight Hundred and Fifteen 00/100 dollar [\$203,815.00]**, which sum shall be no less than the final construction cost, and for which sum, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Contractor has by written agreement dated **June 24, 2025** entered into a contract with said City to construct **Driftwood 967 Next Step Drive – Water and Wastewater Improvements** as described therein ("Contract").

NOW, THEREFORE, the Contractor in said Contract and herein, binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the Improvements by the City, the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees: that the Improvements be free of defective workmanship and materials during the maintenance period set forth herein; that Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, that Contractor holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Contractor, then these presents shall remain in full force and effect, and the said City shall have and recover from the said Contractor and Surety, jointly and severally, their heirs, administrators, executors, successors and assigns, all damages, costs and expenses. And in this regard, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

NOW, THEREFORE, whenever Contractor shall be declared by City to be in default under the Contract, the Surety shall, upon request of City and within ten (10) calendar days from receipt of City's notice of Contractor's default, may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, and
2. Shall save the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

NOW, THEREFORE, Surety acknowledges that its obligations under this Bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Contractor by the City. Surety further acknowledges and agrees that Surety shall obtain the City's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Contractor or otherwise honor the obligations under this Bond.

NOW, THEREFORE, this Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

NOW, THEREFORE, Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which

includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

Signed and sealed this day of **17<sup>th</sup> day of July, 2025.**

**Principal**

**Dale Lowden Excavating LLC**

By:

Name:

Title:

**Surety**

**Endurance Assurance Corporation**

By:

Name:

**Courtney J. Goulding**

Attorney-in-Fact

(Power of Attorney must be attached)

Address:

**4 Manhattanville Road, 3rd Floor**

**Purchase, NY 10577**

Phone Number:

**1-877-676-7575**

**Surety Resident Agent**

Name:

**USI Insurance Services**

Address:

**7600-C N. Capital of Texas Hwy. #200**

**Austin, TX 78731**

Phone Number:

**512-451-7555**

# ENDURANCE ASSURANCE CORPORATION

11402

## POWER OF ATTORNEY

*Know all Men by these Presents*, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Courtney J. Goulding, Cynthia Giesen, William E. Gellhausen, Wesley M. Pitts its true and lawful Attorney(s)-in-fact, at AUSTIN in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

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

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 6th day of MARCH of 2019 at Purchase, New York.

(Corporate Seal)

ATTEST

*Marianne L. Wilbert*

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

*Sharon L. Sims*

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK  
COUNTY OF NEW YORK

ss: MANHATTAN

On the 6th day of MARCH of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; 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 Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK  
COUNTY OF NEW YORK

ss: MANHATTAN

*Nicholas James Benenati*

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

## CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of July, 2025

(Corporate Seal)

*Christopher Donelan*

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020



## Policyholder Notice

### TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the company's telephone number for  
information or to make a complaint at:

**1-877-676-7575**

You may write the Company at:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

You may contact the Texas Department of  
Insurance to obtain information on companies,  
coverages, rights or complaints at:

**1-800-252-3439**

You may write the

Texas Department of Insurance  
PO Box 149104  
Austin, TX 78714-9104  
**FAX# (512) 490-1007**

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a  
dispute concerning your premium or about a claim  
you should contact the company 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 IMPORTANTE

Para obtener informacion o para someter una  
queja:  
Usted puede llamar al numero de telefono de la  
compania para informacion o para someter una  
queja al:

**1-877-676-7575**

Usted tambien puede escribir a:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

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

**1-800-252-3439**

Puede escribir al

Departamento de Seguros de Texas  
PO Box 149104  
Austin, TX 78714-9104  
**FAX# (512) 475-1771**

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene  
una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con la compania  
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.