



**REVIEW BY FORT BEND COUNTY
COMMISSIONERS COURT**

**Fort Bend County
Engineering Department**
301 Jackson Suite 401
Richmond, Texas 77469
281.633.7500
Permits@fortbendcountytx.gov

- Right of Way Permit**
- Commercial Driveway Permit**

Permit No: 2019-26238

Applicant: TLC Trucking & Contracting Inc.

Job Location Site: Fenn Road, Arcola, TX 77583

Bond No. [REDACTED] **Date of Bond:** 2/6/2019 **Amount:** \$1,551,377.30

The above applicant came to make use of certain Fort Bend County property subject to, "The Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Chapter 181, Vernon's Texas Statutes and Codes Annotated.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
 - a. 48 hours in advance of construction start up, and
 - b. When construction is completed and ready for final inspection, submit notification to Permit Administrator thru MyGovernmentOnline.org portal.
3. This permit expires one (1) year from date of permit if construction has not commenced.
4. This permit applies to work performed within right-of-ways owned and maintained by Fort Bend County only, and it is the responsibility of the applicant to acquire all other necessary permits.

On this 26th day of February, 2019, Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Signature

By: 
County Engineer

Presented to Commissioners Court and approved.

Date Recorded _____ Comm. Court No. _____

Clerk of Commissioners Court

By: N/A
Drainage District Engineer/Manager

By: _____
Deputy



**PERMIT APPLICATION REVIEW FORM FOR
CABLE, CONDUIT, AND POLE LINE ACTIVITY
IN FORT BEND COUNTY**

**Fort Bend County
Engineering Department**
301 Jackson Suite 401
Richmond, Texas 77469
281.633.7500
Permits@fortbendcountytx.gov

- Right of Way Permit**
 Commercial Driveway Permit

Permit No: 2019-26238

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

(1) COMPLETE APPLICATION FORM:

- a. Name of road, street, and/or drainage ditch affected.
 b. Vicinity map showing course of directions
 c. Plans and specifications

(2) BOND:

- County Attorney, approval when applicable.
- Perpetual bond currently posted. Bond No: _____ Amount: _____
- Performance bond submitted. Bond No: ██████████ Amount: \$1,551,377.30
- Cashier's Check Check No: _____ Amount: _____

(3) DRAINAGE DISTRICT APPROVAL (WHEN APPLICABLE):

Drainage District Approval

Date

We have reviewed this project and agree it meets minimum requirements.



Permit Administrator

2/15/2019

Date



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond No. [REDACTED]

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That **TLC Trucking & Contracting, Inc.** as Principal, hereinafter called Principal, and **The Hanover Insurance Group**, a corporation of the State of New Hampshire with its home office in the City of Worcester, Massachusetts as Surety, hereinafter called Surety, are held and firmly bound unto **Poarch/Swinbank, LLC** as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of **One Million Five Hundred Fifty One Thousand Three Hundred Seventy Seven and 30/100 Dollars (\$1,551,377.30)**, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 6, 2019 entered into a contract with Owner for **Construction of Fenn Road Improvements to serve the Sprint/Cemex Arcola Complex, Fort Bend County, Texas**. In accordance with drawings and specification prepared by **Texas Engineering and Mapping Co.** 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 Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

"Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues, but if this provision is prohibited by any law, then it shall be deemed to be amended so as to be equal to the minimum period of limitation allowed by such law."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 6th day of February, 2019.

In the presence of:

TLC Trucking & Contracting, Inc.

C.O.O.

Title

The Hanover Insurance Group

Jillian McKenzie
Attorney-In-Fact



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond No. [REDACTED]

**TEXAS STATUTORY PAYMENT BOND
 (PROPERTY CODE-PRIVATE WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT, **TLC Trucking & Contracting, Inc.**, Original Contractor (hereinafter called the Principal), as principal and **The Hanover Insurance Group**, a corporation organized and existing under the laws of the State of New Hampshire licensed to do business in the State of Texas and admitted to write bonds, as surety, with its principal office in the City of Worcester, Massachusetts (hereinafter called the Surety), are held and firmly bound unto **Poarch/Swinbank, LLC** as Obligee (hereinafter called the Owner), in the amount of **One Million Five Hundred Fifty One Thousand Three Hundred Seventy Seven and 30/100 Dollars (\$1,551,377.30)**, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 2018, for **Construction of Fenn Road Improvements to serve the Sprint/Cemex Arcola Complex, Fort Bend County, Texas** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT if the said Principal shall pay claimants for all labor, subcontracts, material and specially fabricated materials performed or furnished under or by virtue of said contract and duly authorized normal and usual extras thereto (not to exceed 15% of said contract price), then this obligation shall be null and void, otherwise to remain in full force and effect; labor, subcontracts, materials and specially fabricated material shall be construed in accordance with Sec. 53.001 of the Texas Property Code;

PROVIDED, HOWEVER, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Section 53.201 et seq. of the Texas Property Code, all rights and remedies under this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Property Code to the same extent as if they were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of February, 2019.

The foregoing bond is hereby approved,

TLC Trucking & Contracting, Inc.

By: [Signature] (SEAL)
 Title

The Hanover Insurance Group

By: [Signature] (SEAL)
 Jillian McKenzie
 Attorney-In-Fact

Surety Address: 440 Lincoln Street
 Worcester, MA 01653

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Shelly Bolender, Philip Baker, Edward Arens, Erica Anne Cox, Jillian McKenzie, Michele Bonnin and/or Rebecca Garza

Of Technical Assurance LLC of The Woodlands, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of May, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 4th day of May 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____



Theodore G. Martinez
Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

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:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or 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 gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

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:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania 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.

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bond No. [REDACTED] issued by The Hanover Insurance Company (hereinafter referred to as "Surety"), as Surety, on the 6th day of February, 2019 (hereinafter referred to as "Bond")

WHEREAS, on or about the 6th day of February, 2019, TLC Trucking & Contracting, Inc. (hereinafter called the "Principal"), entered into a written agreement with Poarch/Swinbank, LLC (hereinafter called the "Primary Obligee") for the purpose of Construction of Fenn Road Improvements to serve the Sprint/Cemex Arcola Complex, Fort Bend County, Texas (hereinafter called the "contract"); and

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bond in connection with the Contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to execute and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that Fort Bend County and the members of Commissioners Court shall be added to said bond as a named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety shall not be liable under the bond to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Bond. The Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the bond may be made by joint check payable to one or more of the obligees.
3. The Surety may, at its option, make payments under said Bond by check issued jointly to all of the obligees.

Except as herein modified, the Bond shall be and remains in full force and effect.

Signed and sealed this 6th day of February, 2019.

By: [Signature] TLC Trucking & Contracting, Inc.
 Name and Title

By: [Signature] Poarch/Swinbank, LLC
 Name and Title

By: _____ Fort Bend County and the members of Commissioners Court
 Name and Title

By: Jillian O'Neal The Hanover Insurance Company
 Jillian O'Neal, Attorney-in-Fact

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Shelly Bolender, Philip Baker, Edward Arens, Erica Anne Cox, Jillian O'Neal, Michele Bonnin and/or Rebecca Garza

Of **Technical Assurance LLC of The Woodlands, Texas** each individually, if there be more than one named; as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **8th** day of **January, 2019**.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **8th** day of **January 2019** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **6th** day of **February, 2019**

CERTIFIED COPY

Theodore G. Martinez, Vice President