



**REVIEW BY FORT BEND COUNTY  
COMMISSIONERS COURT**

14B  
**Fort Bend County  
Engineering Department**  
301 Jackson Suite 401  
Richmond, Texas 77469  
281.633.7500  
Permits@fortbendcountytexas.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.**                      **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 Mayers, seconded by Commissioner Prestage, 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.

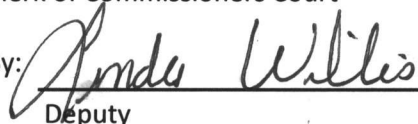
**Signature**

By:   
County Engineer

Presented to Commissioners Court and approved.

Date Recorded 3-4-2019 Comm. Court No. 14B

By: N/A  
Drainage District Engineer/Manager

Clerk of Commissioners Court  
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

Bo [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 Contractor, 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:

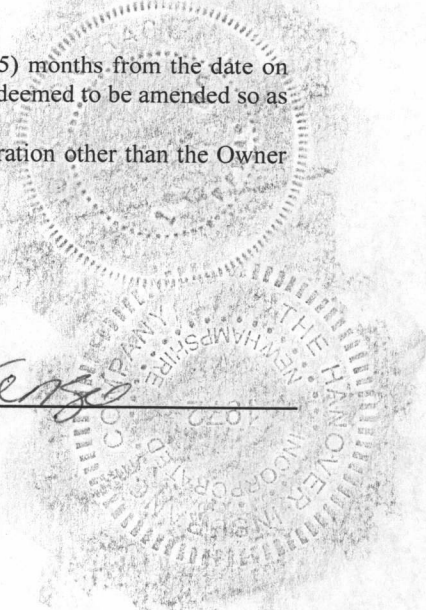
TLC Trucking & Contracting, Inc.

C.O.O.

Title

The Hanover Insurance Group

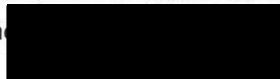
Jillian McKenzie  
Attorney-In-Fact





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



**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 10th day of February, 2019.

The foregoing bond is hereby approved,

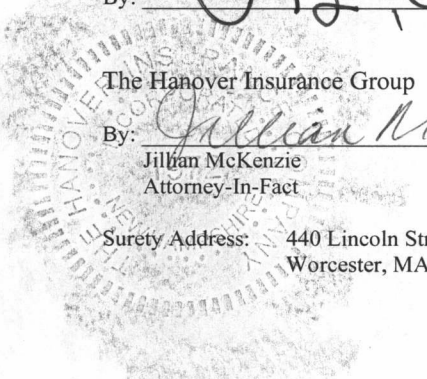
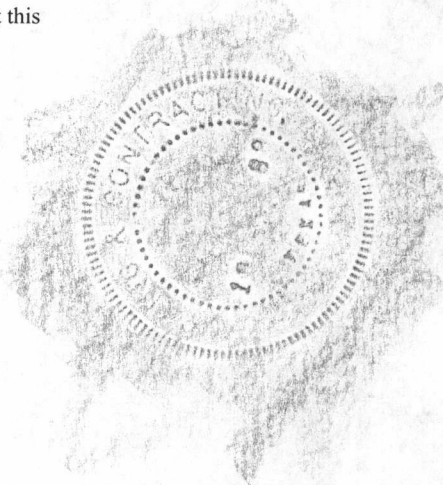
TLC Trucking & Contracting, Inc.

By: [Signature] (SEAL)  
 Title: COO.

The Hanover Insurance Group

By: [Signature] (SEAL)  
 Jilhan 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 4<sup>th</sup> day of May, 2016.



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

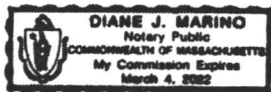
On this 4<sup>th</sup> day of May 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the 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.

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



*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 \_\_\_\_\_

CERTIFIED COPY

*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](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 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  
compañias, 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](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 el agente o la com-  
pañia 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 6<sup>th</sup> day of February, 2019 (hereinafter referred to as "Bond")

WHEREAS, on or about the 1<sup>st</sup> 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.

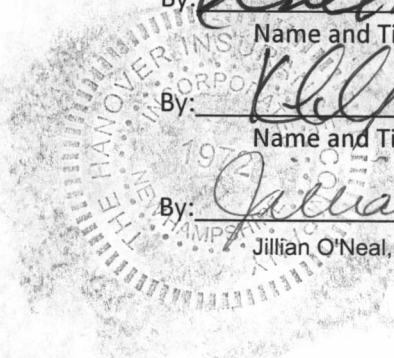
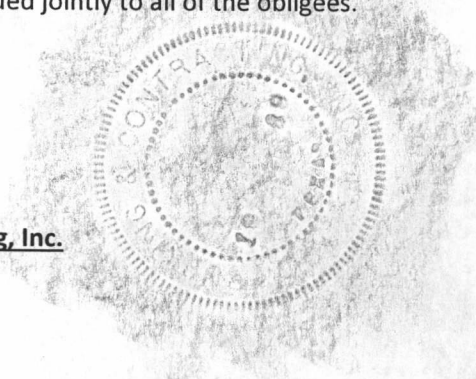
Signed and sealed this 6<sup>th</sup> day of February, 2019.

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

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

By: [Signature] 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 HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

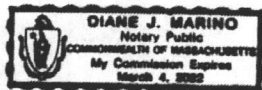
  
Robert Thomas, Vice President

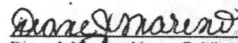
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **8<sup>th</sup>** 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.

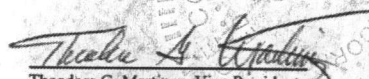


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

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

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

March 01, 2019 03:14:30 PM

FEE: \$0.00 SG

**2019020611**



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

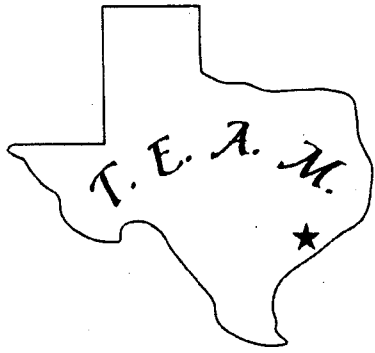
Fort Bend County Texas

March 08, 2019 04:21:08 PM

FEE: \$0.00 RMM

**2019023294**





**Texas**  
**Engineering**  
**And**  
**Mapping Co.**

FEB 12 2019

<input checked="" type="checkbox"/> <i>Transmittal</i>	<input type="checkbox"/> <i>Memo</i>
--	--------------------------------------

**To: Fort Bend County Engineering Dept.**  
**301 Jackson Street, Suite 401**  
**Richmond, TX 77469**  
**Phone: 281-633-7500**

**Date: 02-12-19**  
**Job #: 1155-3**  
**Ref: Fenn Road**

**Attention: Jose Ramirez**

**Remarks or description of items:**

Please find attached the excuted bond you requested.

If you have any questions, please let us know.

Thank you,

*Scotty Schmidt*

**These documents are submitted as checked below:**

- |                                       |  |  |   |
|---------------------------------------|--|--|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> For your use            | <input checked="" type="checkbox"/> As requested           | <input type="checkbox"/> For review and comment |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Approved final drawings | <input type="checkbox"/> Preliminary, not for construction |   |

**Method of Delivery:**

- |  |  |                                       |
|--|--|---------------------------------------|
| <input type="checkbox"/> Mail - Regular    | <input type="checkbox"/> FedEx               | <input type="checkbox"/> Courier ( )  |
| <input checked="" type="checkbox"/> TEAM - | <input type="checkbox"/> Picked Up By Client | <input type="checkbox"/> Other: _____ |

**From:**  Chad A. Nesvadba, P.E.  Greg Schmidt, P.E., R.P.L.S.

*T.E.A.M. Works For You!*

**12718 Century Drive Stafford, Texas 77477 (281) 491-2525 / 491-2535 - FAX**

## Scotty Schmidt

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**From:** John Boatman <jboatman@tlccon.net>  
**Sent:** Friday, February 08, 2019 11:54 AM  
**To:** SSchmidt@team-civil.com  
**Subject:** Fenn Road Improvements - Revised P&P Bond and Plan Resubmission for Signatures

**Importance:** High

Scotty,

As discussed we were informed by Fort Bend County that they need to be included on the payment and performance bonds. As of today we are sending the revised bonds via courier to Poarch Swinbank, LLC for execution. Once Don is able to execute the bonds, the original will have to be sent to Fort Bend County, if you can assist with that it would be great. Once the bond is fully executed by Fort Bend County we would like to request a copy for our records. It is very important that Jose Ramirez with Fort Bend County receives the original executed bond. His office is located on the 4<sup>th</sup> floor of 301 Jackson Street, Suite 401, Richmond TX 77469. If you could make sure that the person dropping off the bonds places them in an envelope with the project name and the right of way permit number: #APP-28671.

In addition our right of way permit was returned and has been requested to be resubmitted with the following note from Jose Ramirez:

*“Please resubmit your plans for signature to the Development dept here in the Engineering department. Your signatures have expired and the must be updated.”*

Thank you, the sooner the better, we are currently operating without a permit and could be shut down by Fort Bend County at any time.

**John E. Boatman Jr.**  
Project Manager & Estimator  
713-357-3134 (Direct)  
281-658-5797 (Cell)  
[jboatman@tlccon.net](mailto:jboatman@tlccon.net)



### TRUCKING & CONTRACTING

11714 Charles Road  
Houston, Texas 77041  
713-937-1100 (Main)  
713-849-2734 (Fax)



Sprint Arcata

**Sowa, Mary Jane**

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**From:** Spencer, Marcus  
**Sent:** Wednesday, February 13, 2019 11:16 AM  
**To:** Staigle, Rick; Sowa, Mary Jane  
**Cc:** Permits; Construction  
**Subject:** RE: Fenn Road Improvements - ROW Permit #App-28671

Mary Jane,

The coverage and the language is acceptable.

Marcus

**From:** Staigle, Rick  
**Sent:** Wednesday, February 13, 2019 10:53 AM  
**To:** Sowa, Mary Jane <MaryJane.Sowa@fortbendcountytexas.gov>; Spencer, Marcus <Marcus.Spencer@fortbendcountytexas.gov>  
**Cc:** Permits <Permits@fortbendcountytexas.gov>; Construction <Construction@fortbendcountytexas.gov>  
**Subject:** RE: Fenn Road Improvements - ROW Permit #App-28671

We had asked them to just add the County as an additional insured to their performance bond for their client. As long as the coverage and language is acceptable, we would like to move forward.

We are trying to standardize our procedure for these types of projects that are not included within a plat, so any guidance or comments are appreciated.

Rick J. Staigle, PE, PTOE  
First Assistant County Engineer  
Fort Bend County  
301 Jackson Street, Richmond, Texas 77469  
[rick.staigle@fortbendcountytexas.gov](mailto:rick.staigle@fortbendcountytexas.gov)  
office: 281.633.7509  
mobile: 281.794.5676

**From:** Sowa, Mary Jane  
**Sent:** Tuesday, February 12, 2019 4:56 PM  
**To:** Spencer, Marcus <Marcus.Spencer@fortbendcountytexas.gov>  
**Cc:** Permits <Permits@fortbendcountytexas.gov>; Construction <Construction@fortbendcountytexas.gov>; Staigle, Rick <Rick.Staigle@fortbendcountytexas.gov>  
**Subject:** Fenn Road Improvements - ROW Permit #App-28671

Marcus,

The attached performance bond [REDACTED] and rider were delivered this afternoon. The correct bond format was not used. Is this going to be acceptable or shall I have them replace it with our standard bond format?

**Mary Jane Sowa**  
Administrative Assistant - Development

Plat Coordinator

**Fort Bend County Engineering**

301 Jackson St., Suite 401 | Richmond, TX 77469

Email: [MaryJane.Sowa@fortbendcountytx.gov](mailto:MaryJane.Sowa@fortbendcountytx.gov)

Phone: 281-633-7519

Effective February 4<sup>th</sup>, 2019, FBC Engineering will begin collecting plan review fees. Please see the Development Section of the Engineering website for the [fee schedule](#) and payment instructions. Direct link to the instructions: <https://www.fortbendcountytx.gov/home/showdocument?id=48766>