

**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: 2020-33132

Applicant: The Fierro Group LTD Co. dba Advanced Concrete & Construction

Job Location Site: Big Island Road, Damon, TX 77430

Bond No. **Date of Bond:** 12/11/2019 **Amount:** \$18,080.81

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 25th day of February, 2020, Upon Motion of Commissioner Myers, seconded by Commissioner Proctor, 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 3-3-2020 Comm. Court No. 15F

By: N/A
Drainage District Engineer/Manager

Clerk of Commissioners Court
By:
Deputy

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**PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROAD,
COMMERCIAL DRIVEWAY AND MEDIAN OPENINGS OR MODIFICATIONS
(AUTHORIZED)**

BOND



THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

11255 Eastex Freeway Houston, TX 77093

THAT WE, The Fierro Group LTD Co dba Advanced Concrete & Construction whose (address, phone) is _____
Texas, hereinafter called the Principal, and SureTec Insurance Company, a Corporation existing under and by
virtue of the laws of the state of Texas and authorized to do an indemnifying business in the state of Texas, and
whose principal office is located at (name/address/phone) 2103 CityWest Boulevard, Suite 1300 Houston, TX 77042 (713) 812-0800, whose
officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said state is
Steven D. Nelson and whose address is 2103 CityWest Boulevard, Suite 1300 Houston, TX 77042, hereinafter called the Surety,
and held and firmly bound unto, KP George, County Judge of Fort Bend County, Texas, or his successors in office, in the full
sum of Eighteen Thousand Eighty Dollars and Eighty One Cents (\$ 18,080.81) current, lawful money of the United States of America, to be paid
to said KP George, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to
be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors,
assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying,
constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads,
streets and highways, commercial driveway and median openings or modifications in the County of Fort Bend, and the State of
Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court
order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend
County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes
as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable,
conduit and/or pole line activity, commercial driveway and median openings or modifications;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity
(including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under,
across and/or along roads, streets and highways, commercial driveway and median openings or modifications in the County of
Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and
in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and
specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and
make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any
failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and
effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or
additional bonds of the principal.

EXECUTED this 11th day of December, 2019.

The Fierro Group LTD Co dba Advanced Concrete & Construction
PRINCIPAL

BY

SureTec Insurance Company
SURETY

BY Jennie Goonig, Attorney in Fact



CCM 2-25-2020 # 15F
Fort Bend County Clerk
Return Admin Serv Coord - RAC
Perm # 2020 - 33132

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennie Goonie

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: The Fierro Group LTD Co dba Advanced Concrete & Construction
Obligee: Fort Bend County Judge
Amount: \$ 18,080.81

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

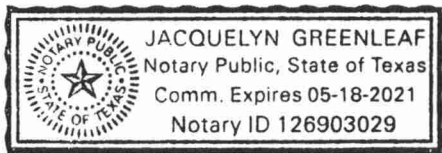


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox, Jr., President

State of Texas ss:
County of Harris

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of December, 2019, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Indemnity Agreement – Read Carefully.
Your signature creates legal consequences to you.

EACH OF THE UNDERSIGNED HEREBY affirms that the foregoing statements made and answers given are the truth and are made to induce the Surety to execute or procure the execution of any and all of the bonds. Applicant acknowledges and consents that credit checks will be made on both individuals and business(es) associated with this surety bond application, update or renewal or for any other legitimate business purpose. .

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company, SureTec Indemnity Company, and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "Surety") as follows:

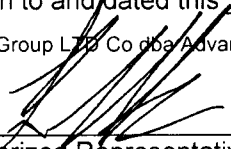
1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Harris County, Texas, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of Texas. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this 11th day of December, 2019.

The Fierro Group LTD Co dba Advanced Concrete & Construction

X



(Authorized Representative and Individually)

The Fierro Group LTD Co dba Advanced Concrete & Construction

X

(Authorized Representative and Individually)

X

(Authorized Representative and Individually)

X

(Authorized Representative and Individually)

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS 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.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

March 02, 2020 04:53:01 PM

