



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

Fort Bend County ^{10K}
Engineering Department
301 Jackson Suite 401
Richmond, Texas 77469
281.633.7500
Permits@fortbendcountytexas.gov

- Right of Way Permit
- Commercial Driveway Permit

Permit No: 2022-57538

Applicant: CTC Contractors, LLC

Job Location Site: 2340 Texas Heritage Pkwy, Fort Bend County, TX 77423

Bond No. Date of Bond: 9/22/2022 Amount: \$70,000.00

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, via email, for certain construction activities in County right-of-way. Contact permits@fbctx.gov for a copy of the notification procedure applicable to your project.
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 and permissions.

On this 25th day of October, 2022, Upon Motion of Commissioner Meyers, seconded by Commissioner Morales, 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:

Sean Eglinton
County Engineer

Presented to Commissioners Court and approved.

Date Recorded

11-2-2022

Comm. Court No.

10K

N/A

By:

Drainage District Engineer/Manager

Clerk of Commissioners Court

By:

Ronda Walters
Deputy



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: 2022-57538

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:

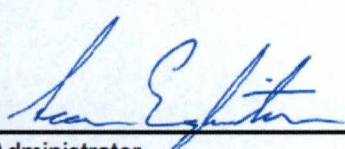
- County Attorney, approval when applicable.
- Perpetual bond currently posted. Bond No: _____ Amount: _____
- Performance bond submitted. Bond No Amount: \$70,000.00
- Cashier's Check Check No: _____ Amount: _____

(3) DRAINAGE DISTRICT APPROVAL (WHEN APPLICABLE):

Drainage District Approval

Date

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



Permit Administrator

10/14/2022

Date

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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 NO. [REDACTED]

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, CTC Contractors, LLC whose (address, phone) is 3200 North Freeway Houston, TX 77009 (713)936-1970 Texas, hereinafter called the Principal, and Insurors Indemnity 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) 225 S. 5th St. Waco, TX 76701 (254)759-3703, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said state is Texas and whose address is 225 S. 5th St. Waco, TX 76701, 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 Seventy Thousand Dollars (\$ 70,000.00) 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 22nd day of September, 2022.



CTC Contractors, LLC
PRINCIPAL
BY [Signature]
Insurors Indemnity Company
SURETY
BY [Signature]



8 pgs

2022136670

CCM 10-25-2022 # 1DK
Fort Bend County Clerk
Return Div Supervisor Admin RAC
2022-57538

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number [REDACTED]

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Kerri Corbin of the City of Waco, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

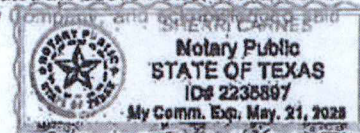
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed this above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged the Power of Attorney to be the voluntary act and deed of the Company.

[Signature]
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 22nd day of September, 2022.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Insurors Indemnity Company deems the digital or electronic image of Insurors Indemnity Company's corporate seal affixed below to the bond(s) to the same extent as if a raised corporate seal was physically attached or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s) having an effective date of December 31, 2022 or earlier.

All terms of the bond(s) remain the same.

Signed and effective March 25, 2020.

INSURORS INDEMNITY COMPANY



By: *Dave E. Talbert*
Dave E. Talbert, President & CEO

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

THAT, CTC Contractors, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Fort Bend County (hereinafter called the Obligee), in the amount of Seventy Thousand Dollars and Zero Cents (\$ 70,000.00) 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 Contract with the Obligee, dated the 27th day of July, 2022, for the construction of Shops at Jordan Ranch, Driveway and Turn Lane Only.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or

- C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
- D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, mycotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day of September, 2022.

APPROVED AS TO FORM:

By: _____ Obligee (Seal)

PRINCIPAL: CTC Contractors
(Seal)

By: [Signature]
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: Kerri Corbin
Kerri Corbin, Attorney-in-Fact

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Waco, Texas**

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Number [REDACTED]

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Kerri Corbin of the City of Waco, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

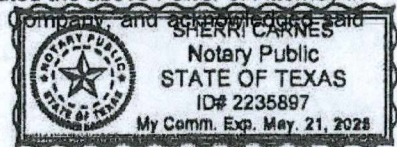
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



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RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

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Tammy Tieperman
Tammy Tieperman, Secretary

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Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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 at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

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

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o 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.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

November 01, 2022 04:33:30 PM

FEE: \$0.00 DP2

2022136670

