



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

August 25, 2022

Commissioners Court
Harris County, Texas

RE: Job No. 220129

Members of Commissioners Court:

Please approve the attached Performance and Payment bonds from the vendor for the following:

Description: Replacement and Repairs to Outfalls and Related Items at Various Locations for the Harris County Office of the County Engineer

Vendor: D & W Contractors, Inc.

Amount: \$2,000,000

Reviewed by: X Office of the County Engineer X Harris County Purchasing

The award was approved by Commissioners Court on July 19, 2022.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

JAA
Attachments
cc: Office of the County Engineer
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 13, 2022

PAYMENT BONDPursuant to Tex. Gov't Code §§ 2253.001, *et. seq.*, as amended**STATE OF TEXAS §****COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:**

That **D & W Contractors, Inc.**, address: **P.O. Box 1075 Channelview, TX 77530**, phone: **(281) 456-0898**, hereinafter called the Principal; and **Travelers Casualty and Surety Company of America**, mailing address: **One Tower Square, Hartford, CT 06155**, physical address: **One Tower Square, Hartford, CT 06155**, phone: **(860) 277-0111**, a corporation; existing under and by virtue of the laws of the State of _____ and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of **Hartford**, State of _____, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): **Christopher Noble**, mailing address: **1301 E. Collins Blvd, Richardson, TX 75801**, physical address: **1301 E. Collins Blvd, Richardson, TX 75801**, phone: **281.606.8415**, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Two million Dollars and .00/Cents (\$2,000,000.00)** 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 written contract with the Obligee, dated the **19th** day of **July 2022**, for:

Job No. 220129 Replacement and Repairs to Outfalls and Related Items at Various Locations for the Harris County Office of the County Engineer

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 CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

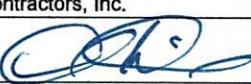
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of, Texas Gov't Code §§ 2253.001, *et. seq.*, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **10th** day of **August**, 20 **22**.

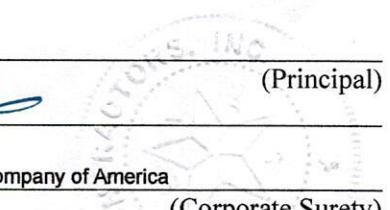
Accepted and Approved on behalf of Harris County _____

on _____, 20 _____

Print Principal Name: **D & W Contractors, Inc.**

 (Principal)

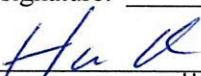
Authorized Signature By: _____

 **Travelers Casualty and Surety Company of America**

(Corporate Surety)

Countersignature: _____

By: _____



Holli N Orr

(Attorney-in-fact)

Agency Name: **American Global of Texas LLC**

Address: **25700 Interstate 45 North, Suite 140, Spring, TX 77386**

License No: **2606550**

Phone: **832-941-1813**

PERFORMANCE BOND

Pursuant to Texas Gov't Code §§ 2253.001, *et seq.*, as amended

**STATE OF TEXAS
COUNTY OF HARRIS**

KNOW ALL MEN BY THE PRESENTS:

That D & W Contractors, Inc., address: P.O. Box 1075 Channelview, TX 77530, phone: (281) 456-0898, hereinafter called the Principal; and Travelers Casualty and Surety Company of America, address: One Tower Square, Hartford, CT 06155 phone: (860) 277-0111, a corporation; existing under and by virtue of the laws of the State of Connecticut and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of Hartford State of CT whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (name): Christopher Noble address: 1301 E. Collins Blvd, Richardson, TX 75801 hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Two million Dollars and .00/Cents (\$2,000,000.00)** 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 written contract with the Obligee, dated the **19th** day of **July, 2022** to:

Job No. 220129 Replacement and Repairs to Outfalls and Related Items at Various Locations for the Harris County Office of the County Engineer

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege within five (5) days after the date of notice of notice of such action from the County, to assume control of the contract and all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided, further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Gov't Code §§ 2253.001, *et seq.*, as amended, and all liabilities of this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of August, 2022.

Print Principal Name: D & W Contractors, Inc.

(Principal)

Authorized Signature By:

I certify that the Commissioner's
Court approved this Bond on

Deputy County Clerk

Travelers Casualty and Surety Company of America
(Corporate Surety)

Countersignature:

By: Hollie N Orr (Attorney-in-fact)

Agency Name: American Global of Texas LLC

Address: 25700 Interstate 45 North, Suite 140
Spring, TX 77386

Phone: 832-941-1813



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HOLLI N ORR** of **ATLANTA**

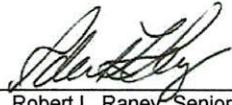
Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

By: _____


Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

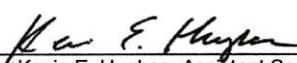
FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **August**, 2022.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.