



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

May 08, 2023

Commissioner Court
Harris County, Texas

RE: Job No. 190123

Members of Commissioners Court:

Please approve attach Payment and Performance Bonds for the following:

Description: Blockage Removal and Floatable Collection Structure Maintenance for the Harris County Flood Control District

Vendor(s): Environmental Southwest

Reviewed by: X Harris County Purchasing X Flood Control District

The renewal was approved by Commissioners Court on April 25, 2023.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

LJB
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023

PERFORMANCE BOND

Pursuant to Texas Gov't Code §§ 2253.001, *et seq.*, as amendedSTATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THE PRESENTS:

That **Environmental Southwest** address: **139 Silver Valley, Waco, TX 76705**, phone: **(254) 436-6742**, hereinafter called the Principal; and **Insurors Indemnity Company** address: **PO Box 32577 Waco, Texas 76703** phone: **800-933-7444**, 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 in the City of Waco 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 (name): Insurors of Texas address: 225 S 5Th St Waco, TX 76701 hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Two hundred thousand .00/cents Dollars (\$200,000.00)** 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 25th day of April 2023**, to:

(RENEWAL) Job No. 190123 Blockage Removal and Floatable Collection Structure Maintenance for the Harris County Flood Control District (Contract Term: July 1, 2023 – June 30, 2024)

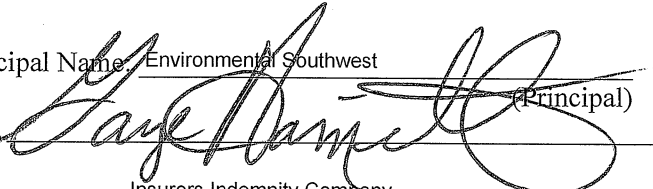
which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at length herein.

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 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.

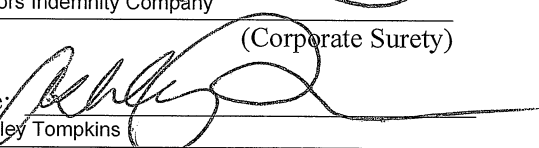
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of May, 2023.

Print Principal Name, Environmental SouthwestAuthorized Signature By: 

(Principal)

Insurors Indemnity Company

(Corporate Surety)

Countersignature: By: Ashley Tompkins

(Attorney-in-fact)

Agency Name: Insurors of TexasAddress: 225 S 5Th St Waco, TX 76701Phone: 254-759-3701

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

_____, _____
Deputy County Clerk

PAYMENT BOND

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

STATE OF TEXAS §

COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

That **Environmental Southwest** address: **139 Silver Valley, Waco, TX 76705**, phone: **(254) 436-6742**, hereinafter called the Principal; and Insurors Indemnity Company, mailing address: PO Box 32577 Waco, Texas 76703 physical address: 225 S 5Th St Waco, TX 76701, phone: 800-933-7444, 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 in the City of Waco, State of Texas, 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): Insurors of Texas, mailing address: 225 S 5Th St Waco, TX 76701, physical address: 225 S 5Th St Waco, TX 76701, phone: 254-759-3701, hereinafter called Surety,

are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Two hundred thousand .00/cents Dollars (\$200,000.00)** 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 **25th day of April 2023**, for:

(RENEWAL) Job No. 190123 Blockage Removal and Floatable Collection Structure Maintenance for the Harris County Flood Control District (Contract Term: July 1, 2023 – June 30, 2024)

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 1st day of May, 20 23.

Accepted and Approved on behalf of Harris County _____

on _____, 20 _____

Print Principal Name: Environmental Southwest

Authorized Signature By: _____

Insurors Indemnity Company

Countersignature: _____

By: Ashley Tompkins

(Attorney-in-fact)

Agency Name: Insurors of Texas

Address: 225 S 5Th St Waco, TX 76701

License No: 2415

Phone: 254-759-3701

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-42000-00

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

Ashley Tompkins 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

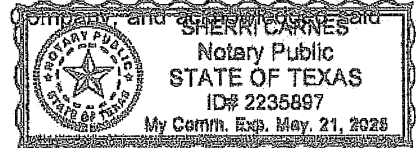
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

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 as such executed said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
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 1st day of May, 2023.

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.



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.