



## Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

### Commissioners Court

Renewal

#### Request for Court Action

File #: 21-6631

Agenda Date: 12/14/2021

Agenda #: 220.

**Department:** Purchasing

YES      NO      ABSTAIN

**Department Head/Elected Official:** DeWight Dopslauf

**Regular or Supplemental RCA:** Regular RCA

Judge Lina Hidalgo

**Type of Request:** Contract - Amendment

Comm. Rodney Ellis

**Project ID** (if applicable):

Comm. Adrian Garcia

**Vendor/Entity Legal Name** (if applicable): Stripes & Stops Co. Inc.

Comm. Tom S. Ramsey

**MWDBE Participation** (if applicable): N/A

Comm. R. Jack Cagle

#### Request Summary (Agenda Caption):

Request for approval of a renewal option with Stripes & Stops Co. Inc. for thermoplastic striping, pavement markings, raised reflectorized markers, and related items in Precinct 3 for the period of January 1, 2022 - December 31, 2022 at a cost of \$500,000, subject to applicable bonds to be received (200210).

#### Background and Discussion:

Precinct 3 requested the renewal process be completed for an on-call term contract for Thermoplastic Striping, Pavement Markings, Raised Reflecterized Markers and Related Items.

#### Expected Impact:

Precinct 3 will have continued access to services pertaining to Thermoplastic Striping, Pavement Markings, Raised Reflecterized Markers and Related Items.

#### Alternative Options:

Precinct 3 would be required to determine other resources for services pertaining to Thermoplastic Striping, Pavement Markings, Raised Reflecterized Markers and Related Items.

#### Alignment with Goal(s):

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding
- Environment

Presented to Commissioners Court

December 14, 2021

Approve: G/R

\_ Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
N/A	N/A	N/A

**Location:**

Address (if applicable):

Precinct(s): Precinct 3

<b>Fiscal and Personnel Summary</b>			
Service Name	FY 21-22	FY 22	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$500K	\$	\$
<b>Total Incremental Expenditures</b>	<b>\$500K</b>	<b>\$</b>	<b>\$</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Current Budget</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Additional Budget Requested			
1070 - Mobility Fund	\$500K	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Additional Budget Requested</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Funding Sources</b>	<b>\$500K</b>	<b>\$</b>	<b>\$</b>
<b>Personnel (Fill out section only if requesting new PCNs)</b>			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Anticipated Implementation Date:** December 12. 2021 Court Date

---

**File #:** 21-6631

**Agenda Date:** 12/14/2021

**Agenda #:** 220.

---

**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

**Contact(s) name, title, department:** Jason Tanner, Project Manager, HCED

**Attachments** (if applicable): Renewal Documents



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

December 03, 2021

Commissioners Court  
Harris County, Texas

**RE: Job No. 200210**

Members of Commissioners Court:

Please approve the renewal subject to applicable bond(s) to be received from the vendor(s) for the following:

**Description:** Thermoplastic striping, pavement markings, raised reflectorized markers, and related items for Harris County Precinct 3

**Vendor(s):** Stripes & Stops Co. Inc.

**Term:** 01/01/2022 - 12/31/2022

**Renewal Options:** 1 of 4

**Amount:** \$500,000

**Bond(s):** Yes

**Reviewed By:** • Harris County Purchasing • Office of the County Engineer  
• Precinct 3

Sincerely,

A handwritten signature in blue ink that reads "DeWight Dopslauf".

DeWight Dopslauf  
Purchasing Agent

HM  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA DECEMBER 14, 2021**



## 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 **Stripes & Stops Co. Inc.**, address: **2323 Greens Rd. Houston, TX 77032**, phone: **(281) 821-3307**, hereinafter called the Principal; and **Sure Tec Insurance Company**, address: **2103 City west Blvd. # 1300**, phone: **Houston, Texas 77042**, 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 Houston 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 (name): **Sure Tec Insurance Company** address: **2103 City West Blvd. Houston, Texas 77042** hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Five hundred thousand Dollars (\$500,000.00)** 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 **14th** day of **December, 2021** to:

**(RENEWAL) Job No. 200210 Thermoplastic striping, pavement markings, raised reflectorized markers, and related items for Harris County Precinct 3 (Contract Term: January 1, 2022 – December 31, 2022)**

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 **28** day of **December**, **2021**.

Print Principal Name: **Stripes & Stops Co. Inc.**

Steven P. McKinley

(Principal)

Authorized Signature By:

Sure Tec Insurance Company

(Corporate Surety)

Countersignature:

By:

(Attorney-in-fact)

Agency Name: **A.J. Etheredge**Address: **430 Hwy 6 South 3 150 Houston, Texas 77079**Phone: **713-464-4888**

I certify that the Commissioner's Court approved this Bond on December 14, 2021.

Deputy County Clerk  
**James E. Hastings, Jr.**

# 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

Mitchell R. Fitzhenry

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, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

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:

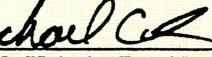
*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 20<sup>th</sup> 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 2nd day of April , A.D. 2020 .

SURETEC INSURANCE COMPANY

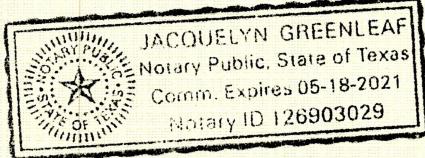
By:   
Michael C. Keimig, President

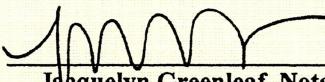
State of Texas  
County of Harris

ss:



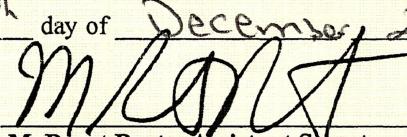
On this 2nd day of April , A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that 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.



  
Jacqueline 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 28<sup>th</sup> day of December, 2021 , A.D.

  
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 8:30 am and 5:00 pm CST.

**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 **Stripes & Stops Co. Inc.**, address: **2323 Greens Rd. Houston, TX 77032**, phone: **(281) 821-3307**, hereinafter called the Principal; and Sure Tec Insurance Company \_\_\_\_\_, mailing address: **2103 City West Blvd. 1300**, physical address: **Houston, Texas 77042**, phone: **713-812-0800**, 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 **Houston** \_\_\_\_\_, 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): **Stripes & Stops Co. Inc.**, mailing address: **2323 Greens Road** \_\_\_\_\_, physical address: **Houston, Texas 77032** \_\_\_\_\_, phone: **281-821-3307** \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Five hundred thousand Dollars (\$500,000.00)** 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 **14th** day of **December 2021**, for:

**(RENEWAL) Job No. 200210 Thermoplastic striping, pavement markings, raised reflectorized markers, and related items for Harris County Precinct 3 (Contract Term: January 1, 2022 – December 31, 2022)**

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 **December** \_\_\_\_\_ day of **28th** \_\_\_\_\_, 20 **21** \_\_\_\_\_.

Accepted and Approved on behalf of Harris County **James E. Hastings Jr.** on **December 14, 2021**,  
20 \_\_\_\_\_  
**James E. Hastings, Jr.**

Print Principal Name: **Stripes & Stops Co. Inc.**

Steven P. McKinley

(Principal)

Authorized Signature By: **Steven P. McKinley**

Sure Tec Insurance Company

(Corporate Surety)

Countersignature: **Mitchell Fitzhenry**By: **Mitchell Fitzhenry**

(Attorney-in-fact)

Agency Name: **A.J. Etheredge**Address: **430 hwy 6 South #150 Houston, Texas 77079**License No: **5149**Phone: **713-464-4888**

# 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

Mitchell R. Fitzhenry

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, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

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:

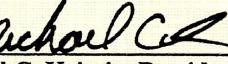
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 20<sup>th</sup> 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 2nd day of April , A.D. 2020 .

SURETEC INSURANCE COMPANY

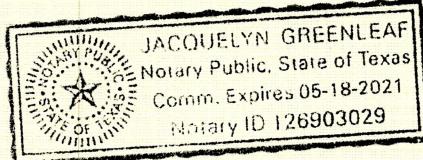
By:   
Michael C. Keimig, President

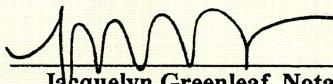
State of Texas  
County of Harris

ss:



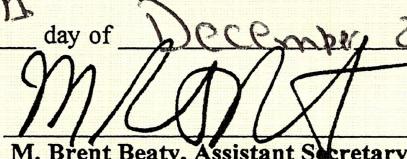
On this 2nd day of April , A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that 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.



  
Jacqueline 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 28<sup>th</sup> day of December , A.D.

  
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 8:30 am and 5:00 pm CST.