



Harris County, Texas

1001 Preston St., 1st Floor
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 24-4951

Agenda Date: 8/6/2024

Agenda #: 310.

Department: Purchasing

Department Head/Elected Official: DeWight Dopslauf

Regular or Supplemental RCA: Regular RCA

Type of Request: Bonds

Project ID (if applicable): 200236

Vendor/Entity Legal Name (if applicable): Aftermath Disaster Recovery, Inc.

MWDBE Contracted Goal (if applicable): 19%

MWDBE Current Participation (if applicable): 0%

Justification for 0% MWDBE Participation Goal: N/A - Goal is not 0% and is listed above

Request Summary (Agenda Caption):

Request for approval for the County Clerk to execute applicable bonds received from Aftermath Disaster Recovery, Inc. for emergency response for storm debris removal and disposal services for the Flood Control District, in connection with a renewal approved by Commissioners Court on October 31, 2023 (200236), MWDBE Contracted Goal: 19%, MWDBE Current Participation: 0%.

Background and Discussion:

Bonding is only requested in the event this contract is activated. Hurricane Beryl has caused the need to activate this contract therefore bonds be approved.

Expected Impact:

Harris County Flood Control District will continue to utilize contract 20/0236 to remove storm debris caused by Hurricane Beryl.

Alternative Options:

N/A

Alignment with Goal(s):

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

Presented to Commissioners Court

August 6, 2024

Approve: G/R

File #: 24-4951

Agenda Date: 8/6/2024

Agenda #: 310.

_ Governance and Customer Service

Prior Court Action (if any):

Date	Agenda Item #	Action Taken
10/31/2023	257	Renewal Approved

Location: N/A

Address (if applicable):

Precinct(s): Countywide

Fiscal and Personnel Summary

Service Name					
			Current Fiscal Year Cost		Annual Fiscal Cost
			Labor	Non-Labor	Total
			Recurring Expenses		
Funding Sources					
Existing Budget					
Tax Revenue - FCD	\$8,116,399	\$	\$8,116,399	\$	
Choose an item.	\$	\$	\$	\$	
Choose an item.	\$	\$	\$	\$	
Total Current Budget	\$	\$	\$	\$	
Additional Budget Request (<i>Requires Fiscal Review Request Form</i>)					
Choose an item.	\$	\$	\$	\$	
Choose an item.	\$	\$	\$	\$	
Choose an item.	\$	\$	\$	\$	
Total Additional Budget Request	\$	\$	\$	\$	
Total Funding Request	\$	\$	\$8,116,399	\$	
Personnel (Fill out section only if requesting new PCNs)					
Current Position Count for Service	-	-	-	-	
Additional Positions Request	-	-	-	-	
Total Personnel	-	-	-	-	

Anticipated Court Date: 8/6/2024**Anticipated Implementation Date (if different from Court date):****Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

File #: 24-4951

Agenda Date: 8/6/2024

Agenda #: 310.

Contact(s) name, title, department: Jared Abbey, Senior Buyer, Harris County Purchasing

Attachments (if applicable): Bonds



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

July 29, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 200236

Members of Commissioners Court:

Please approve the County Clerk to execute applicable bonds to be received from the vendor(s) for the following:

Description: Emergency response for storm debris removal and disposal services for the Harris County Flood Control District

Vendor(s): Aftermath Disaster Recovery, Inc.

Reviewed By: • Harris County Purchasing • Flood Control District

The renewal was approved by Commissioners Court on October 31, 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf
Purchasing Agent

JAA
Attachment
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA AUGUST 06, 2024



Texas Department of Insurance 1-800-578-4677

BOND NUMBER 8054053**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 **Aftermath Disaster Recovery, Inc.**, address: **1826 Honeysuckle Ln., Prosper, TX 75078**, phone: **(972) 567-1489**, hereinafter called the Principal; and **Amerisure Mutual Insurance Company**, mailing address: **2677 Halstead Road, Farmington Hills, MI 48331** physical address: **2677 Halstead Road, Farmington Hills, MI 48331**, phone: **(319) 270-7463**, a corporation; existing under and by virtue of the laws of the State of **Michigan**, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of **Farmington Hills**, State of **Michigan**, 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): **Jason D. Smith**, mailing address: **PO Box 1863, Cedar Rapids, IA 52401**, physical address: **500 1st Street SE, Cedar Rapids, IA 52401**, phone: **(800) 257-1900**, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Eight million one hundred sixteen thousand three hundred ninety-nine .00/Cents Dollars (\$8,116,399.00)** 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 **31st** day of **October 2023**, for:


Job No. 200236 Emergency response for storm debris removal and disposal services for the Harris County Flood Control District (Contract Term: November 1, 2023 – October 31, 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 22nd day of July, 20 24.

Accepted and Approved on behalf of Harris County  Lynda Mata
on August 6, 2024, 20 24

Print Principal Name: Aftermath Disaster Recovery, Inc. (Principal)

Authorized Signature By:  (Principal)

Amerisure Mutual Insurance Company (Corporate Surety)

Countersignature:  (Attorney-in-fact)

By: Jason D. Smith (Attorney-in-fact)

Agency Name: TrueNorth Companies, LC

Address: 500 1st Street SE, Cedar Rapids, IA 52401

License No: 953628

Phone: (319) 364-5193

BOND NO. 8054053

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 **Aftermath Disaster Recovery, Inc.**, address: **1826 Honeysuckle Ln., Prosper, TX 75078**, phone: **(972) 567-1489**, hereinafter called the Principal; and **Amerisure Mutual Insurance Company**, address: **2677 Halstead Road, Farmington Hills, MI 48331**, phone: _____, a corporation; existing under and by virtue of the laws of the State of **Michigan**, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of **Farmington Hills**, State of **Michigan**, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (name): **Amerisure Mutual Insurance Company**, address: **2677 Halstead Road, Farmington Hills, MI 48331**, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Eight million one hundred sixteen thousand three hundred ninety-nine .00/Cents Dollars (\$8,116,399.00)** 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 Oblige, dated the **31st** day of **October 2023** to:

Job No. 200236 Emergency response for storm debris removal and disposal services for the Harris County Flood Control District (Contract Term: November 1, 2023 – October 31, 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 **22nd** day of **July**, 20 **24**.

Print Principal Name: **Aftermath Disaster Recovery, Inc.**

(Principal)

Authorized Signature By: _____

Amerisure Mutual Insurance Company

(Corporate Surety)

I certify that the Commissioner's
Court approved this Bond on
August 6, 2024, _____.

Designated by:
Lynda Mata
(112259/2024F-108)

Deputy County Clerk
Lynda Mata

Countersignature: _____

By: _____

(Attorney-in-fact)

Agency Name: **TrueNorth Companies, LC**Address: **500 1st Street SE, Cedar Rapids, IA 52401**Phone: **(319) 364-5193**



**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

LUKAS SCHRODER, KURT FELLER, ROBERT KOLLSMITH,

JASON SMITH, JAMES SMITH, DORA B. STEVENS, DEBORAH KLING

TIMOTHY FOLEY, MASON STICKNEY, LAURI MENEUGH AND CHRISTY RITCHIE

of **TrueNorth Companies, LC**, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

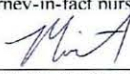
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:


Michael A. Ito, Senior Vice President Surety

By:


Aaron Green, Vice President Surety



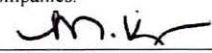
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of July, 2024.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

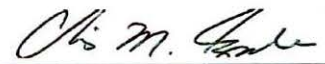
On this 3rd day of July, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of July, 2024.


Christopher M. Spaude, Chief Financial Officer & Treasurer