



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145284

PAGE 1 OF 13

DATE: 5/20/2025

SUBJECT: BID NO. F2025015 - ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES - PRECINCT 4 - RELIABLE PAVING, INC.

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. F2025015, Annual Contract for Various Concrete Services, for Precinct 4, with Reliable Paving, Inc. for \$44,420.00.

BACKGROUND

On December 3, 2024, the Commissioners Court, through Court Order #144405, awarded Bid No. F2025015, Annual Contract for Various Concrete Services, Countywide, to the following vendors:

Primary Reliable Paving, Inc.
Secondary David-Tehoungue Ltd Co.

Proposal No. 91947 received from Reliable Paving, Inc. meets all specifications and is acceptable to Precinct 4. Reliable Paving, Inc. will provide all labor, materials, and equipment to repair the Bridge at 14265 Liberty School Rd. over Briar Creek in Azle, Texas.

A payment bond is part of the requirements in order for the contractors to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on the project.

FISCAL IMPACT

Funding in the amount of \$44,420.00 is available in account 26100-2025 Road and Bridge/6410300000 Precinct 4 Maintenance/558091 Cement and Concrete.

SUBMITTED BY	Purchasing	PREPARED BY:	Julian Cano
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER
2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED**

(McGregor Act-Public Works)

(Penalty of this bond must be 100% of Contract amount)

Bond No. 101349566

KNOW ALL PERSONS BY THESE PRESENTS:

That, Reliable Paving, Inc.
(hereinafter called the Principal), as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the Surety), as Surety are held and firmly bound unto Tarrant County Precinct Four

(hereinafter called the Obligee) in the amount of Forty-Four Thousand Four Hundred Twenty and 00/100
Dollars (\$44,420.00),

for the payment whereof, the 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 _____ day of _____, to Bridge Rail Repairs at 14265 Liberty School - Proposal No. 91947

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 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 Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 9th day of April, 2025.

Witness (if Individual or Firm) or Attest (if Corporation)

Reliable Paving, Inc.

Erica Larson, President of Administration
Erica Larson, President of Administration

By: Charles Milangido (Seal)
Charles Milangido
Merchants Bonding Company (Mutual)

Countersigned, if required:

By: Mikaela Peppers (Seal)
Mikaela Peppers, Attorney-in-Fact

**BONDING COMPANY
POWER OF ATTORNEY**

Now All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., (both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophie Hunter; Tina McEwan; Tom Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, under contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney. Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

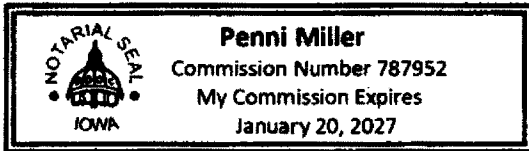


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn, said that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is in full force and effect and has not been amended or revoked.

Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2024.



Elisabeth Sandersfeld
Secretary

BONDING COMPANY.

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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.



RELIABLE

RETAIL | COMMERCIAL | INDUSTRIAL | SELF STORAGE | PAVING

1903 N. Peyco · Arlington, Texas 76001
Phone (817) 467-0779 · FAX (817) 467-9148

Proposal Number: 91947
Proposal Date: Mar 17, 2025
Page: 1

Tarrant County Auditors
100 E. Weatherford
Suite 506
F. Worth, TX 761960103

Randall Plate 817-688-2272
Precinct 4 - Bridge Rail Repairs
14265 Liberty School
Azle, TX

Description	Amount
Priced in Accordance with 2025-015 Annual Contract for Various Concrete Services	
Item # 4.8 - Demolition, Excavation and Disposal of Concrete Bridge Pedestals and Rails	3,120.00
Item 5.3 - Labor Rates, Regular Hours, 4 workers for 10 hours to dismantle and dispose of MGBF	2,800.00
Item #5.1 - Misc Concrete 8 CY for Concrete Bridge Rails	12,800.00
Item #5.3 - Labor rates, Regular hours, for Concrete Crew and flaggers for traffic Contro. 6 men for 10 Hrs/Day for 6 days!	25,200.00
Payment Bond if required	500.00
Excludes Provision of Traffic Control Equipment, Tarrant county to provide signs and barricades.	
Reliable to provide 2 Flagmen	
Excludes Backfill or Shoulder Reconstruction	
Excludes Cost of Permits or Testing	
No Sales Tax charged on Tarrant County Projects	
Subtotal	44,420.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	44,420.00

I. GENERAL TERMS

Unless Reliable and the customer have expressly agreed that a lump sum fixed price is to be paid, the customer understands that the above quoted sum and quantities are estimated only. If Reliable and the customer have not agreed to such a customer agrees to pay Reliable based upon stated prices and actual work performed.

Payment is due immediately upon receipt of Reliable's invoice. If Reliable has agreed to the payment of progress draws, then these payments shall be made weekly based on the percentage of work completed by Reliable the previous week.

If the work performed by Reliable continues for more than one month, then the customer agrees to make payments on or before the 10th day of the month, based on the work performed in the prior month. Such payments shall be based on the work performed in the prior month.

All payments to Reliable Paving, Inc shall be made to 1903 N. Peyco Drive Arlington, TX 76001.

If the customer fails to remit payment by the due date, interest at the maximum rate allowed by law will accrue on the unpaid balance until the outstanding balance and interest are received by Reliable.

If Reliable is required to engage an attorney to collect amounts due hereunder, the customer shall be responsible for reasonable attorney's fees and the cost of collection.

The cost of City Permits (if applicable) are not included in the total cost and will be paid by the customer.

II. RESPONSIBILITIES

Reliable Paving, Inc is dedicated to serving you, the customer. Accordingly, all work is to be completed in a workmanlike manner according to standard practices. However, there are certain situations for which Reliable will not be responsible. Reliable will not be responsible for any delays in the completion of work due to labor strikes, inclement weather, acts of God, or any other events beyond the control of Reliable. Reliable is not responsible for the consequences of soil expansion or in forming Reliable of any conditions which might affect the work and Reliable shall not be liable for the consequences of undisclosed and/or unknown conditions.

The customer is responsible for the provision and maintenance of any necessary insurance.

The customer shall be responsible for locating, clearly identifying, and marking all buried utility lines and structures prior to Reliable beginning work. If the customer does clearly mark and identify all utility lines and structures, and Reliable damages any utility line or structure not clearly marked by the customer, through the acceptance of this proposal the customer agrees to indemnify and to hold Reliable harmless for all claims, including reasonable attorney's fees incurred, damages to any utility line or structure not clearly marked by the customer. Please note that the State of Texas provides free line location services. This is available by calling 1-877-778-6111 or visiting www.texas811.org <<http://www.texas811.org>>

Waiver of Consumer Rights: By executing this contract, the customer agrees to waive his or her rights under the Deceptive Trade Practices-Consumer Protection Act, Section 4, et seq., of the Texas Business & Commerce code.

III. COMPLETE AGREEMENT

Upon acceptance of this contract, Reliable and the customer agree and understand that this contract represents the full and complete agreement between the parties, including all terms and conditions set forth herein, and that no oral agreement supplement this contract in any way.

ACCEPTED, and made a part of this agreement, on this date, the _____ day of _____, 20____.

Reliable Paving, Inc dba Reliable Commercial Construction, signed by Stevan Gonzalez, agent
Note: This proposal may be withdrawn by us if not accepted within 15 days.

Westwood

Bridge Inspection Report

Liberty School Rd over Briar Creek

Azle, Texas

Bridge ID Number: 022200AA0307004



Date of Inspection: March 19, 2025

Inspectors: Christopher Cha, Amin Zooyousefin

Structure Type: Culvert Bridge

Year Constructed: 2021

Expected Service Life: 20 additional years (until approximately 2045)

Westwood

1. Purpose of Inspection

This inspection was conducted to assess the structural condition of Bridge ID 022200AA0307004. The primary objective was to visually evaluate the bridge/culvert, identify immediate repair needs, and determine the bridge's overall stability and safety for continued use.

2. Summary of Findings

The inspection revealed significant damage to the concrete railings on both sides of the bridge due to the fallen tree, necessitating full replacement. Additional minor issues were observed, including a crack at the joint between the wingwall and abutment wall on the southwest corner and localized spalling with exposed reinforcement bars. The additional minor issues may not have been a direct result of the fallen tree, but repairs are recommended to limit future deterioration. Despite these findings, the core structural integrity of the bridge appears intact, and with appropriate repairs, it should remain serviceable for its projected lifespan. We would expect at least 5-10 more years before another inspection or if some external event caused concern.

3. Detailed Observations

3.1 Concrete Railings

- **Condition:** Severely damaged on both sides of the bridge (Figures 5 & 6).
- **Cause:** Impact from fallen trees during the recent windstorm.
- **Extent of Damage:** The railings exhibit extensive damage, and the concrete is broken apart with exposed rebars, rendering them structurally compromised and unable to perform their intended safety function.
- **Recommendation:** Replacement of the damaged portion of concrete railings on both sides is required to restore safety and compliance with design standards.

3.2 Wingwall and Abutment Joint

- **Condition:** A vertical crack less than 1/8" (visual estimate) observed along the joint between the wingwall and abutment wall on the southwest corner (Figure 7).
- **Assessment:** The crack does not appear to compromise the immediate stability or capacity of the wingwall or abutment but should be monitored for progression.
- **Recommendation:** Seal the crack with an appropriate concrete crack sealant to prevent water infiltration and further deterioration.

3.3 Spalling and Exposed Rebars

- **Condition:** Minor spalling observed at several locations on the bridge deck and railings, with exposed rebars in affected areas (Figure 2). Spalling areas are localized, with each patch ranging from 4-16 square inches.

Westwood

- **Assessment:** The spalling does not affect the bridge's load-bearing capacity currently, but damage should be repaired to limit additional deterioration of the structure.
- **Recommendation:** Repair spalled areas. Remove delaminated, loose, and unsound concrete. Clean concrete and reinforcing steel, restoring any damaged epoxy coating (if applicable). Apply concrete bonding agent and patch with high-strength concrete repair mortar. Follow TxDOT Concrete Repair Manual (Chapter 3) guidelines and procedures for concrete spall repairs.

3.4 General Structural Condition

No visible damage to the culvert walls, deck, or primary load-bearing components was noted during the inspection. The bridge's core structure remains sound, and the observed damage is limited to secondary elements (railings) and minor surface defects. The bridge should maintain its expected service life of approximately 20 additional years.

4. Final Recommendations

- Replace the damaged portion of concrete railings on both sides of the bridge with new reinforced concrete railings meeting current design standards (e.g., AASHTO specifications).
- Repair spalled areas per TxDOT Concrete Repair Manual guidelines and procedures.
- Seal the crack at the southwest wingwall-abutment joint to prevent water ingress and limit future deterioration.

5. Conclusion

Bridge ID 022200AA0307004 sustained notable damage from a tree impact during the recent windstorm, primarily affecting the concrete railings, which require partial replacement. Minor issues, including a crack at the southwest wingwall-abutment joint and localized spalling with exposed rebars, were also identified but do not currently threaten the bridge's overall stability or capacity. The additional minor issues may not have been a direct result of the fallen tree, but repairs are recommended to limit future deterioration. With the recommended repairs and ongoing monitoring, the bridge should remain safe and functional for its projected service life through approximately 2045.

Should you require further analysis or assistance with repair specifications, please advise.

Prepared by:

Amin Zooyousefin

Graduate Structural Engineer

March 21, 2025

Westwood



Figure 1. No Damage to Culvert Walls were observed



Figure 2. Spalling observed on the bottom of the top slab of the culvert bridge

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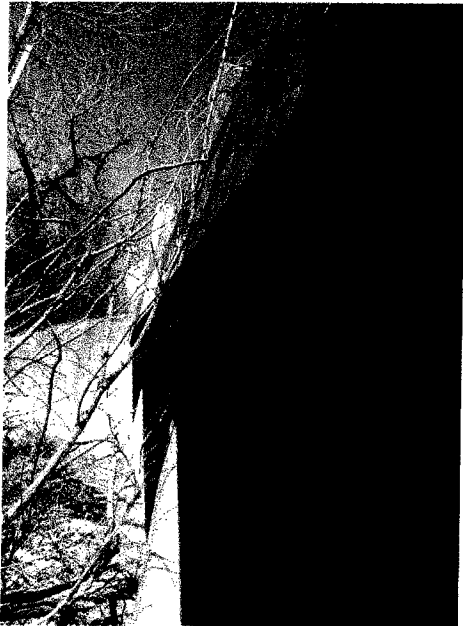


Figure 3. East Side of the Bridge, no damage was observed

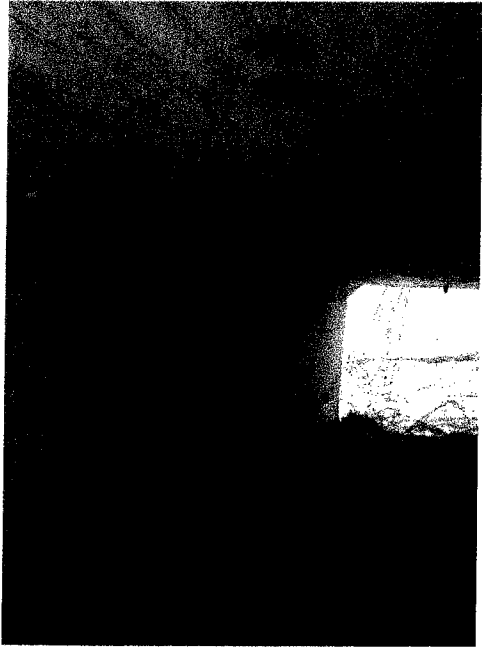


Figure 4. Inside Culvert Bridge, no damage was observed

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Figure 5. Railing on the East Side is severely damaged



Figure 6. Railing on the West Side is severely damaged

Westwood

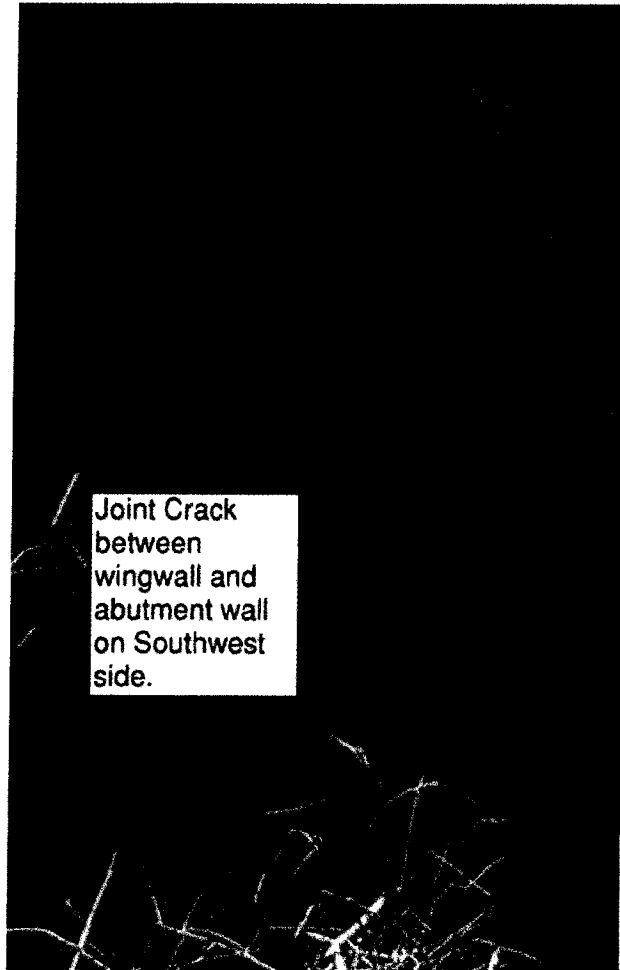


Figure 7. Joint crack observed between wingwall and abutment wall



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2025015 - Annual Contract for Various Concrete Services - Precinct 4 - Reliable Paving, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
