

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: November 13, 2025

Meeting Date: November 24, 2025

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration to Approve and Authorize County Judge to sign an Agreement Titled "Haul Route Use and Road Maintenance Agreement and Permit (the "Agreement") Pursuant to Chapter 623, Transportation Code" between Johnson County and Ragle, Inc for Construction Services on the Chisholm Trail Project #05768-CTP-03-CN-PD, and Consideration to Approve Annual Superheavy or Oversize Permit Bond from Ragle, Inc. for the Sum of \$10,000. Secured by Fidelity and Deposit Company of Maryland / Colonial American Casualty and Surety Company, in Precinct 2.

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**Haul Route Use and Road Maintenance Agreement and Permit
(the "Agreement") Pursuant to Chapter 623, Transportation Code**

This Agreement is made and entered into this 24th day of November, 2025, by and between: Ragle, Inc., an Indiana corporation with office at 9003 Airport Freeway, Suite G270, North Richland Hills, Texas 76180 ("Contractor"), and Johnson County, Texas, a political subdivision of the State of Texas ("County").

RECITALS

- WHEREAS, Contractor has entered into a contract with the North Texas Tollway Authority (NTTA) for construction services on the Chisholm Trail Project #05768-CTP-03-CN-PD ("Project");
- WHEREAS, Contractor is required to transport in-situ materials existing within or adjacent to the existing NTTA right-of-way (ROW) to various locations within the Project limits;
- WHEREAS, to accomplish this, Contractor must utilize certain designated County Roads within Johnson County, Texas, for hauling operations;
- WHEREAS, NTTA does not own, operate, or maintain said County Roads and shall bear no responsibility or liability for any damage thereto arising from Contractor's hauling operations;
- WHEREAS, County is willing to grant Contractor permission to use designated County Roads under the terms and conditions set forth below.

1. Designated Haul Routes

Contractor shall use the County Roads and specific segments identified in Exhibit A (Haul Route Map) for hauling in-situ materials and other construction-related loads as necessary. Contractor shall have no responsibility for repair or maintenance of any County road or portion thereof outside of the designated haul routes shown in Exhibit A. Contractor may use other County roads for normal travel consistent with public use, provided such use does not constitute hauling operations. Any deviation or additional haul route shall require prior written approval by the County Engineer or designee.

2. Contractor Responsibility

Contractor accepts full responsibility for:

- Damage to the designated haul routes resulting from its hauling operations;
- Maintaining those haul routes in a condition suitable for public travel during the hauling period; and
- Restoring the designated haul routes to the condition they were in at the time of the inspection described in paragraph 3 below upon completion of hauling activities in accordance with Exhibit C (County Road Repair Standards).

Contractor shall not be responsible for ordinary wear or pre-existing deficiencies outside of those routes or for damage caused by others.

3. Inspections

Prior to commencement of hauling, the County Engineer and Contractor shall perform a joint pre-construction inspection of the designated haul routes and document existing road conditions and document same via photos, videos and notes.

A post-hauling inspection shall be conducted upon completion to determine any required repairs, to be completed in accordance with Exhibit C.

4. Repairs

Contractor shall promptly perform repairs to the designated haul routes at its sole cost, using methods and materials consistent with Exhibit C

5. Bonding / Security

Contractor shall furnish a road maintenance bond or other financial security in the amount of \$10,000, acceptable to the County, to guarantee performance of repair obligations related to the designated haul routes.

6. Insurance and Indemnification

Contractor shall maintain insurance coverage meeting or exceeding the requirements of Exhibit B, and shall defend, indemnify, and hold harmless the County and NTTA from and against any claims, damages, or liabilities arising from Contractor's negligent or intentional acts on the designated haul routes.

7. Duration

This Agreement shall remain in effect from the date of execution until completion of Contractor's hauling activities and County's acceptance of final repairs for the designated haul routes.

8. No Third-Party Liability

Both parties acknowledge and agree that NTTA is not a party to this Agreement and shall have no liability or responsibility for any damage to County Roads or for performance of any obligation herein.

9. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any amendments must be in writing and executed by both parties.

10. County Road Repair Standards

The repair of any County Roads under this Agreement shall conform to the requirements set forth in Exhibit C.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RAGLE, INC.

BY: 
Name: CALEB PADGETT
Title: PROJECT MANAGER
Date: 11/17/2025

JOHNSON COUNTY, TEXAS

By: 
Name: Christopher Boedeker
Title: County Judge
Date: 11-24-25

Exhibit A — Map of Designated Haul Routes

Exhibit B — Insurance Requirements

Exhibit C — County Road Repair Standards

Exhibit A: Map of Haul Road Locations

Haul Road Crossing at CR920
Coordinates: 32.545804, -97.432253

Legend	
	CR to be used at crossing
	Construction Traffic



Haul Road Crossing at CR1015
Coordinates: 32.533391, -97.431885

Legend	
	CR to be used at crossing
	Construction Traffic



Haul Road Crossing at CR1016
Coordinates: 32.503696, -97.424591

Legend	
	CR to be used at crossing
	Construction Traffic



Haul Road Crossing at CR913
Coordinates: 32.486090, -97.424302

Legend	
	CR to be used at crossing
	Construction Traffic



Exhibit B: Insurance Requirements

**Superheavy or Oversize
Permit Bond
(Annual)**

Bond No. [REDACTED]

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Johnson
That we, Ragle, Inc. of
9003 Airport Fwy., Ste. G270 North Richland Hills TX 76180 as Principal,
(Street or Box Number) (City) (State) (Zip Code)
and the Fidelity and Deposit Company of Maryland / Colonial American Casualty and Surety Company
of 1299 Zurich Way, Schaumburg, IL 60196-1056, as Surety, are held and
firmly bound unto Johnson County, Texas in the penal sum of Ten Thousand and No/100
(\$10,000) dollars, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, and assigns.

The condition of the above obligation is such that the said Ragle, Inc.
Johnson County, Texas of and for any and all damages that may be sustained to any highway under
the jurisdiction of Johnson County, Texas by virtue of the operation of any equipment by the
said Ragle, Inc.
for which a permit is issued to operate under the provisions of Chapter 623, Transportation Code.

NOW, therefore, if the said Ragle, Inc. shall
pay to Johnson County, Texas any and all damages that may be sustained to any highway as
above recited by virtue of the operation of any equipment under the provisions of the law referred to above
during a period beginning with the date of this bond and ending on November 4, 2026, then
this obligation to be null and void, otherwise to remain in full force and virtue at Law.

Effective this 4th day of November, A.D. 2025

	<u>Ragle, Inc.</u>	<u>11/4/2025</u>
	PRINCIPAL	DATE
By:	<u>(Title) Ammar Elhamad, Chief Estimator</u>	
	<u>Fidelity and Deposit Company of Maryland / Colonial American Casualty and Surety Company</u>	<u>11/4/2025</u>
	SURETY	Date
By:	<u><i>David M. Oliger</i></u>	
	Attorney-in-Fact	
	<u>David M. Oliger</u>	



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Catherine KRUEGER, Thomas G. WOODASON, Debra HUTTS, Jennifer UPTON, David M. OLIGER of Terre Haute, Indiana, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

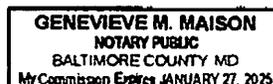
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 22nd day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of November, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

DESCRIPTIONS (Continued from Page 1)

contract that requires such status, and only with regard to work performed for the above Named Insured. Explosion, Collapse, and Underground (XCU) coverage has not been excluded from the general liability policy. Waiver of Subrogation in favor of Texas Department of Transportation, their elected officials, boards, officers, employees, agents, and elected representatives are included in the General Liability, Auto Liability, and Workers' Compensation policies. A 30-day notice of cancellation to Texas Department of Transportation applies.

Project Name: Chisholm Trail Parkway SB Mainlanes

Contract No.: 05768-CTP-03-CN-PD

North Texas Tollway Authority is hereby listed as Additional Insured on the General liability and Auto liability. Waiver of Subrogation applies to the General liability, Auto liability and Workers Compensation. Umbrella liability is follow form. Coverage is primary and non-contributory basis. 30-day cancellation notice applies. GL deductible is \$50,000 per incident. Professional liability deductible is \$25,000.

Exhibit C: County Road Repair Standards

Exhibit C

1. Sub-grade:

Random testing of the sub-grade for plasticity will be required and said tests shall be performed by a licensed lab for plasticity. The sub-grade shall be scarified to a depth of eight (8) inches, and watered and compacted.

The sub-grade shall be lime stabilized with hydrated lime in the amount of thirty-five (35) pounds per square yard in slurry placing to a depth of eight (8) to ten (10) inches when the plastic index is twenty (20) or greater; or chemical injection may be applied in a like manner. A representative of the company providing the chemical shall be on sight during the chemical injection process. Additional density tests will be required for chemically injected roadbeds.

The material and lime shall be thoroughly mixed by approved road mixers or other approved equipment, and the mixing continued until, in the opinion of Johnson County, a homogeneous friable mixture of material and lime is obtained, such that when all nonslaking aggregates retained on the 3/4 sieve are removed, the remainder of the material shall meet the following requirements when tested from the roadway in the roadway condition by laboratory sieves:

Minimum passing	1-3/4 sieve	100%
Minimum passing	3/4 sieve	85%

The soil lime mixture shall be sprinkled during the mixing operation as directed by Johnson County to provide optimum moisture in the mixing. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of six (6) hours or more or has had excessive loss due to washing or blowing will not be accepted. Johnson County, upon the basis of engineering reports provided and paid for by the owner, may entertain proposals for other types of lime and different percentages of lime. Sandy soil shall be stabilized with concrete as determined by the results of laboratory test and approved engineering standards.

2. Base:

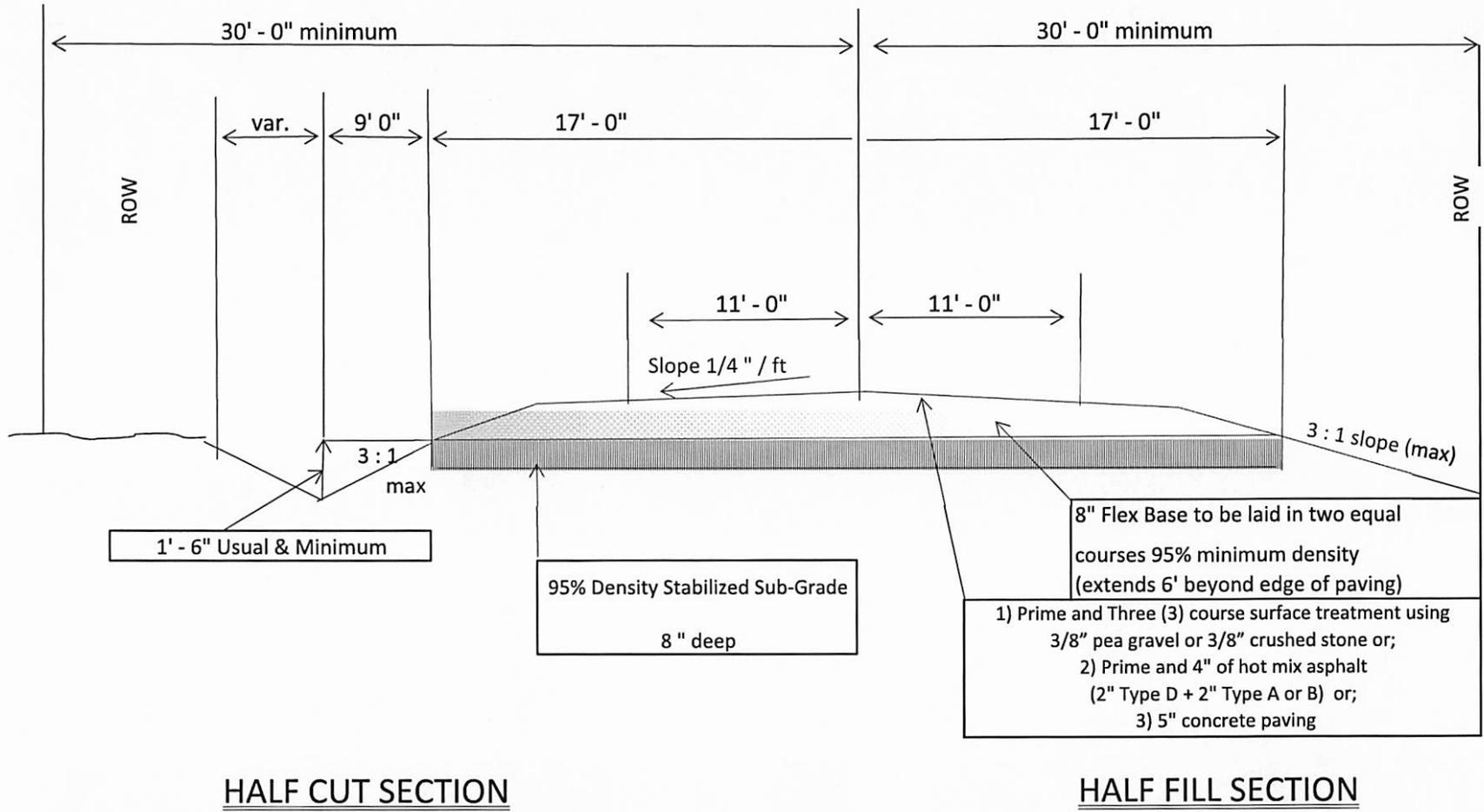
After the sub-grade is completed it shall be covered with State approved crushed stone compacted to a depth of eight (8) inches to be laid in two (2) equal courses of four (4) inches each. (Physical Requirements for flexible base material. Type 'A' Grade 1 meeting the Texas Department of Public Transportation Standard Specifications). Developer or contractor will be required to provide copies of original delivery tickets on base material used.

3. Density:

The sub-grade and base shall be density controlled in conformity with the regulations of the Texas Department of Highways and Public Transportation. The base shall be a minimum of 95% Standard Proctor density as required by the Texas Department of Highways and Public Transportation.

The sub-grade shall be a minimum of 95% Standard Proctor density as required by the Texas Department of Highways and Public Transportation. Johnson County shall control the frequency and number of density tests. The minimum number of tests on the sub-grade and base density shall be six (6) tests per one thousand feet of length of roadway. The sub-grade and base courses shall be subject to density tests at the contractor's or owner's expense. Random checking of thickness of the road base will be required at the time the final density test is performed.

Exhibit C "County Road and Repair Standards"



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COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

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COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

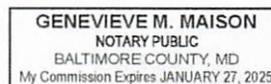
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 22nd day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



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Thomas O. McClellan

Thomas O. McClellan
Vice President

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