

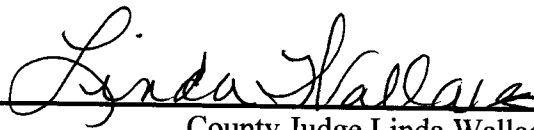
NOTICE OF MEETING – COMMISSIONERS COURT
RAINS COUNTY, TEXAS

Notice is hereby given that a **REGULAR MEETING** of the Rains County Commissions court will be held at 10:00 a.m. on **Thursday, June 27, 2024** in the Rains County Courthouse Courtroom. The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

- I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION
- II. OPEN FORUM
- III. PRESENTATIONS
- IV. ITEMS FOR DISCUSSION and/or ACTION
 - A. Departmental Reports
 1. Road & Bridge Department
 - a. Permits/Right-of-Way (ROW)
 - B. Elected Official's and Finance Reports
 1. Financial Report
 - a. Line item transfers/budget amendments
 - b. Payment of accounts
 - c. Monthly/Quarterly Report (if presented)
 - d. Payroll & Personnel
 - C. Discuss/take action regarding accepting the Commissioners Court minutes from the prior Regular and or Special meeting.
 - D. Discuss/take action regarding opening Bids for the Rains County Road and Bridge Department.
 - E. Discuss/take action regarding the Rains County Attorney's Forfeiture Fund Budget.
 - F. Discuss/take action regarding the Bids for the Renovation of the Justice Center.
 - G. Discuss/take action regarding the Recreational Vehicle Rental Communities and Tiny Home Regulations and workshop.
 - H. Discuss/take action regarding options for relocating the Rains County Constable's Office.
 - I. Discuss/take action regarding overtime pay for the Rains County Jailers that had to go to Plano to sit with an inmate.
 - J. Discuss/take action regarding options for the Sheriff's Office, 3 Ford Explorers and 10 Peace Maker computer laptops.
 - K. Discuss/take action regarding the Hazard Mitigation Plan.
 - L. Discuss/take action regarding accepting into the Minutes the Texas Judicial Academy Certificate for Judge Linda Wallace.
 - M. Discuss/take action regarding approving the Order of a Special Election authorizing the creation of the Rains County Assistance District Number 1 and the imposition of a sales and use tax at the rate of 1.5% for the purpose of financing the operation of the district.
 - N. Discuss/take action regarding continuing the State of Disaster declared by Judge Wallace on June 21, 2024
 - O. Discuss/take action regarding the concept plan for Comfort Living.
 - P. Discuss/take action regarding use of county vehicles (excluding sheriff's office); driver and passenger must be County Employees except for prior written permission from the Court.
 - Q. Discuss/take action regarding Auditor's request to Allen Davis.
- V. Administrative Court Activities and Comments

During the course of the meeting covered by this notice, should the court determine that a closed or executive meeting or session of the Court be required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 of the Texas Government code shall be held by the Court at the date, hour, and place given in this notice or shortly thereafter. Sections (551-071 – Consult With an Attorney); (551.072 – Real Property); (551.073 – Prospective Gifts); (551.074 – Personnel Matters); (551.075 – Conference Relating to Investments); (551.076 – Security Devices).

Note: Notice posted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code


County Judge Linda Wallace

THE STATE OF TEXAS

§
§
§
§
§

RAINS COUNTY

COMMISSIONERS

COUNTY OF RAINS

COURT

June 27, 2024

Be it remembered, the Commissioners Court of Rains County, Texas, being convened in its regular session in the Rains County Courthouse, on Thursday, the **27th day of June 2024**, at **10:00 a.m.** with the following members of the court being present:

**County Judge Linda Wallace
County Commissioner Jeremy Cook
County Commissioner Korey Young
County Commissioner Lori Northcutt
County Commissioner Mike Willis**

Taped proceedings of court duly transcribed by:

**Mandy Sawyer
County Clerk/Court Ex-officio**

The agenda was prepared by the Judge's office announcing a meeting to be held by the Commissioners at **10:00 a.m. on Thursday, June 27, 2024.**

The posted meeting of the Commissioners Court was held at **10:00 a.m. on Thursday, the 27th day of June, 2024.**

I. OPENING – CALL TO ORDER, PLEDGES OF ALLEGIANCE & INVOCATION

The meeting was called to order by Judge Linda Wallace

With members of the Court being present there was a quorum.

Commissioner Korey Young led the Court with the Pledge of Allegiance to the United States of America Flag and the Pledge of Allegiance to the Texas Flag, Commissioner Mike Willis led the invocation.

II. OPEN FORUM-Marley Barker-Simpkins Cemetery Association

III. PRESENTATIONS

IV. ITEMS FOR DISCUSSION and/or ACTION.

A. Departmental Reports

1. Road & Bridge Department

a. Permits/Right-of-Way (ROW)¹

Moved by Commissioner Jeremy Cook, duly

¹ ROW and Permits CR 2430

seconded by Commissioner Lori Northcutt to approve the ROW and Permits for CR 2430.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

2. **Environmental Enforcement and Emergency Management**

3. **Veterans' Services**

4. **AgriLife Extension**

5. **Indigent Health Care Program**

6. **Library**

B. **Elected Official's and Finance Reports**

1. **Financial Report**

a. **Line-Item transfers/budget amendment** ²

Moved by Commissioner Mike Willis, duly seconded by
Commissioner Korey Young to approve Line-Item transfers/budget amendment.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

b. **Payment of accounts** ³

Moved by Commissioner Mike Willis, duly seconded by
Commissioner Korey Young to approve payment of accounts in the amount of \$255,005.99.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

c. **Monthly/Quarterly Report (If present)**

d. **Payroll & Personnel** ⁴

Moved by Commissioner Korey Young, duly seconded
by Commissioner Lori Northcutt to approve all payroll and personnel changes.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Lori Northcutt, Mike Willis.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

C. **Discuss/take action regarding accepting the Commissioners Court minutes**

2 Line-Item transfers/budget amendments

3 Payment of Accounts

4 Payroll & Personnel Changes

from the prior regular and or special meeting.

Moved by Commissioner Lori Northcutt duly seconded by Commissioner Kori Young to accept the county clerks' minutes from the prior regular and or special meeting into the meeting minutes.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Lori Northcutt, Mike Willis.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

E. Discuss/take action regarding the Rains County Attorney's Forfeiture Fund Budget.⁵

Moved by Commissioner Mike Willis, duly seconded by Commissioner Korey Young to accept the RC Attorney's Forfeiture Fund Budget into the meeting minutes.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Lori Northcutt, Mike Willis.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

F. Discuss/take action regarding the bids for the renovation of the Justice Center.

N/A

H. Discuss/take action regarding options for relocating the Rains County Constable's office.

Moved by Commissioner Korey Young, duly seconded by Commissioner Jeremy Cook to move the Rains County Constable's office to the Judge's Chambers room at the Rains County Courthouse.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

I. Discuss/take action regarding overtime pay for the Rains County jailers that had to go to Plano to sit with an inmate.

Moved by Commissioner Korey Young, duly seconded by Commissioner Jeremy Cook to approve overtime pay for the Rains County jailers that had to go to Plano to sit with an inmate.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

J. Discuss/take action regarding options for the Sheriff's Office, 3 Ford Explorers and 10 Peace Maker computer laptops.

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt to approve donating the 3 Ford Explorers and 10 Peace maker computer laptops to the Point Police Department.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Lori Northcutt, Mike Willis.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

K. Discuss/take action regarding the Hazard Mitigation Plan.⁶

Moved by Commissioner Korey Young, duly seconded by Commissioner Mike Willis to accept the Hazard Mitigation Plan into the meeting minutes.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

L. Discuss/take action regarding accepting into the minutes the Texas Judicial Academy Certificate for Judge Linda Wallace.⁷

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Korey Young to accept the Texas Judicial Academy Certificate for Judge Linda Wallace into the meeting minutes.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

M. Discuss/take action regarding approving the Order of a Special Election authorizing the creation of the Rains County Assistance District Number 1 and the imposition of a sales and use tax at the rate of 1.5% for the purpose of financing the operation of the district.⁸

Moved by Commissioner Jeremy Cook, duly seconded by Commissioner Mike Willis to approve the Order of a Special Election authorizing the creation of the Rains County Assistance District Number 1 and the imposition of a sales and use tax at the rate of 1.5% for the purpose of financing the operation of the district.

Court Members Voting Aye: Linda Wallace, Jeremy

6 Rains County Hazard Mitigation Plan & Resolution

7 Texas Judicial Academy Certificate

8 Order of Special Election

Cook, Korey Young, Mike Willis, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

N. Discuss/take action regarding continuing the State of Disaster declared by Judge Wallace on June 21,2024.⁹

Moved by Commissioner Mike Willis, duly seconded by Commissioner Jeremy Cook to approve extending the State of Disaster for 60 days and reconsider on August 8, 2024.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

O. Discuss/take action regarding the concept plan for Comfort Living.

N/A

P. Discuss/take action regarding use of county vehicles (excluding sheriff's office); driver and passenger must be County Employees except for prior written permission from the Court.

Moved by Commissioner Korey Young, duly seconded by Commissioner Lori Northcutt that use of county vehicles excluding the Sheriff's Office and the veterans van, that the driver and the passenger must be county employees except for prior written permission from the court.

Court Members Voting Aye: Linda Wallace, Jeremy

Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

Q. Discuss/take action regarding auditor's request to Allen Davis.

N/A

D. Discuss/take action regarding opening bids for the Rains County Road & Bridge Department.¹⁰

Contech Engineered Solutions, LLC

Quad E Construction, LLC

B.C. Henderson Construction, INC.

Woodrum Construction, LLC

Texas Materials Group, INC

MAC Asphalt, DBA Wood County Asphalt

Bryan & Bryan Asphalt

Duko Oil Co., INC.

9 Declaration of Disaster

10 Bids for Road & Bridge Department

RK-Hall, LLC

Moved by Commissioner Mike Willis, duly seconded by Commissioner Lori Northcutt to accept all of the bids that were presented for Road & Bridge Department.

Court Members Voting Aye: Linda Wallace, Jeremy Cook, Korey Young, Mike Willis, Lori Northcutt.

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

G. Discuss/take action regarding the Recreational Vehicle rental communities and tiny home regulations and workshop.

N/A

V. Administrative Court Activities and Comments.

Moved by Commissioner Lori Northcutt, duly seconded by Commissioner Korey Young to adjourn.

Court Members Voting Aye: Jeremy Cook, Korey Young, Lori Northcutt, Linda Wallace, Mike Willis.

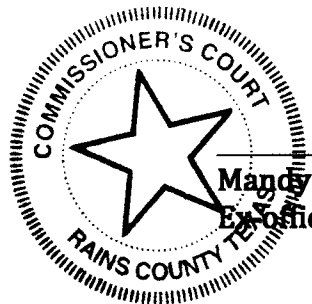

Court Members Voting No: None

Court Members Abstaining: None

Motion Carried

With no further business to be considered by the Court at **11:35 a.m.**, Judge Linda Wallace declared Commissioners Court adjourned.

On this the 27th day of June, 2024, I, Mandy Sawyer, attest to the accuracy of this record.

 
Mandy Sawyer, County Clerk and
Ex-Officio of Commissioners Court



2000 I-30 E
Greenville, TX 75402

EMAILED

JUN 2024
EMAILED

JUN 28 2024

Monday, June 17, 2024

County: Rains County

Farmers Electric Cooperative Member: JOSE MARES
Service Order Number: 2024054319

Greetings:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities which will cross County Road 2430.

Site location map/construction sketches are attached. The construction sketch details the proposed work. The proposed electrical service will be constructed:

- ☒ Overhead - All road crossings will have a minimum vertical clearance of 22 feet.
☐ Underground - All underground bore crossings are PVC encased 4' of coverage from the lowest point of the Right of Way.

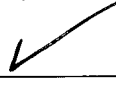
If you have any questions, please contact me at any time.

Sincerely,

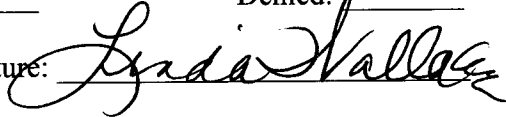
Shaya Smith
ssmith@farmerselectric.coop
Engineering Coordinator

Enclosures

County Approval Section:

Approved: 

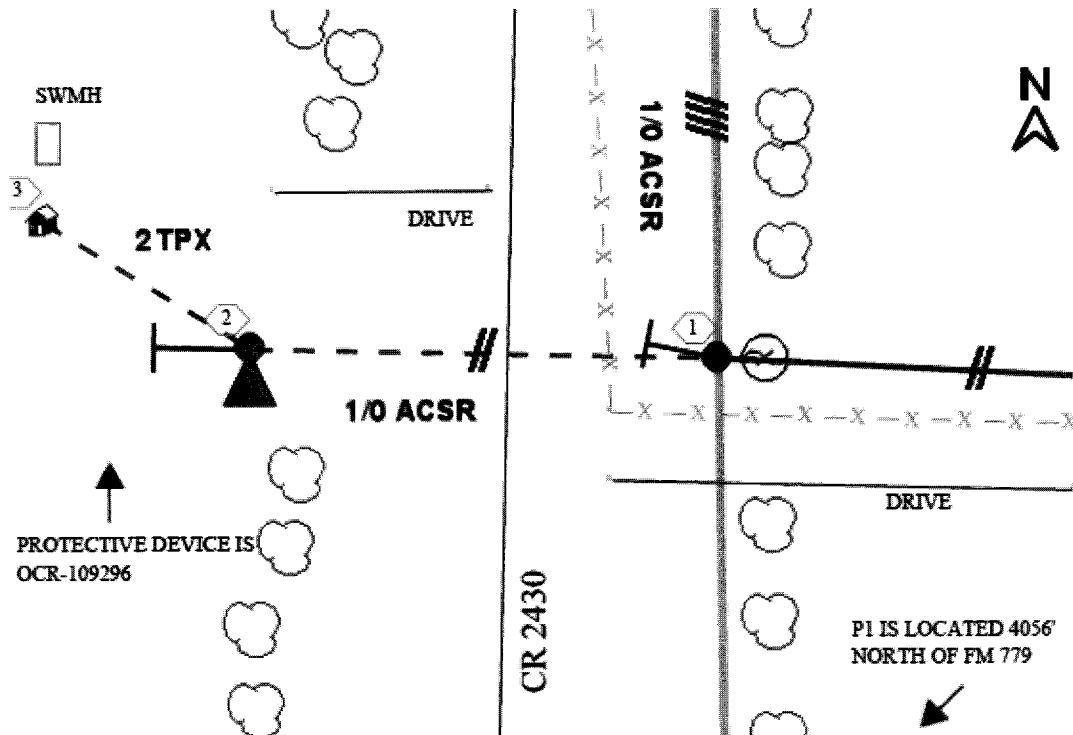
Denied: _____

Authorized Signature: 

Date: 6-27-24



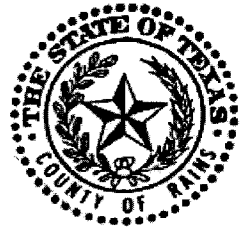
2000 I-30 E
Greenville, TX 75402





COUNTY OF RAINS
ROAD & BRIDGE ADMINISTRATION

1293 S. State Highway 19
P.O. Box 185
Emory, Texas 75440
Phone (903) 473-5099 Fax (903) 473- 5070
Ronnie.morgan@co.rains.tx.us
Road and Bridge Administrator



June 18, 2024

Farmers Electric Cooperative
2000 Interstate 30 East
Greenville, Texas 75402-9084
Attn: Ms. Shaya Smith
Project Coordinator

Dear Ms. Shaya Smith:

RE: Notice of Proposed Construction across Rains County Road 2430 for FEC Member Jose Mares and Work Order No.2024054319 as shown by sketches sent to us. All road crossings will have a minimum vertical crossing of twenty-two (22) feet.

It is expressly understood that Rains County does not purport, hereby, to grant any right, claim, title, or easement in or upon the right-of-way. A permit is hereby granted for continuous use with the following conditions:

1. All work within County Road right-of-way shall be performed in accordance with County instructions. Areas trenched within the road right-of-way for the installation of utility lines/cables or other services must be returned to their original condition. The installation of any utility shall not damage the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owner.
2. All water and gas lines across County Roads shall be bored and encased, all other utility installations shall be bored:
3. The owner, his heirs or assigns shall bear expense of removal or relocations should Rains County require same for purposes of improving or widening the road, or in the event said road shall become a Farm-to-Market Road or Highway.
4. Rains County, its employees, agents, or assigns will be held harmless of all claims, actions or damages of every kind and description which may accrue to be suffered by

any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of any installation, maintenance or operation or by improper occupancy or right-of-way or public place or public structure, and in case any suit or action is brought against Rains County for damages arising out of reason of any of the above causes.

5. Farmers Electric Cooperative (Grantee), its successors or assigns will be upon notice to him or them of commencement of such action, defend the same at this or their own expense and will satisfy any judgment after said suit or action shall have finally determined if adverse to Rains County.
6. Rains County, its employees and agents will at no time be held liable for any damage or injury done to property of Farmers Electric Cooperative (Grantee), whether in contract or in tort, which may result from improving and/or maintaining county roads; and
7. The job superintendent must contact Rains County Road and Bridge Administrator to schedule a meeting at the job-site 48 hours prior to commencing work The Administrator, Ronnie Morgan can be contacted at (903) 473-5099 (8:00 a.m. 4:00 p.m.)

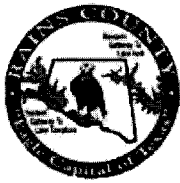
Approved by Rains County Road and Bridge Administrator this June 18, 2024. The construction crew should have a copy of this letter in it's possession during construction.

Regards,

Ronnie Morgan

Rains County Road and Bridge Administrator

RM/CHP



Rains County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT00091 - COMMCT 062724

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000015	Final Budget	ELEC SVC TRANS CONTG	6/27/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>049-1007-57170</u>	COMPUTER SOFTWARE	ELEC SVC TRANS CONTG	0.00	293.00	293.00
June: 293.00					
<u>049-1007-58100</u>	EQUIPMENT	ELEC SVC TRANS CONTG	2,700.00	158.00	2,858.00
June: 158.00					
<u>049-1007-59200</u>	CONTINGENCY	ELEC SVC TRANS CONTG	8,522.00	-451.00	8,071.00
June: -451.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000017	Final Budget	CHS TRANS WCOMP, TOOLS	6/27/2024

Summary Description: TRANS FROM FUEL & OIL TO COVER OVERAGE IN WCOMP AND TOOLS

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>002-1230-50320</u>	WORKERS COMP	CHS TRANS WCOMP, TOOLS	832.00	320.00	1,152.00
June: 320.00					
<u>002-1230-52200</u>	FUEL & OIL	CHS TRANS WCOMP, TOOLS	2,500.00	-745.00	1,755.00
June: -745.00					
<u>002-1230-58130</u>	TOOLS & SMALL ACCESSORIES	CHS TRANS WCOMP, TOOLS	0.00	425.00	425.00
June: 425.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000018	Final Budget	GRANT DEV SEMINAR	6/27/2024

Summary Description: GRANT DEVL P SEMINAR FROM HEALTH INS

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>002-1040-50340</u>	HEALTH INSURANCE	GRANT DEV SEMINAR	11,430.00	-640.00	10,790.00
June: -640.00					
<u>002-1040-51300</u>	SEMINAR EXPENSE	GRANT DEV SEMINAR	2,095.00	640.00	2,735.00
June: 640.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000019	Final Budget	BA-TAX ABATEMENT REV&EXP	6/27/2024

Summary Description: BUDGET AMENDMENT FOR TAX ABATEMENT REVENUE & EXPENSE

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>002-1001-41200</u>	OTHER INCOME	BA-TAX ABATEMENT REV&EXP	0.00	-30,000.00	-30,000.00
June: -30,000.00					
<u>002-1001-53110</u>	TAX ABATEMENT EXPENSE	BA-TAX ABATEMENT REV&EXP	0.00	30,000.00	30,000.00
June: 30,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000020	Final Budget	R&B-RESV M&O TRANS ROAD MATL & SUB CONTR	6/27/2024

Summary Description: COMMCT 061324 ORDER TRANSFER FROM RESERVE M&O TO ROAD & BRIDGE ROAD MATERIALS \$200,000 AND SUBCONTRACTOR BAL OF M&O \$12,252

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>002-1004-59100</u>	XFER TO RD & BR	R&B-RESV M&O TRANS ROAD MATL & SUB CO...	1,435,006.00	212,252.00	1,647,258.00

Budget Adjustment Register

Packet: GLPKT00091 - COMMCT 062724

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
Final	Final Budget	<u>002-1001-41200</u>	OTHER INCOME	0.00	-30,000.00	-30,000.00
		<u>002-1001-53110</u>	TAX ABATEMENT EXPENSE	0.00	30,000.00	30,000.00
		<u>002-1004-59100</u>	XFER TO RD & BR	1,435,006.00	212,252.00	1,647,258.00
		<u>002-1004-59230</u>	RESERVE FOR MAINT/OPER	212,252.00	-212,252.00	0.00
		<u>002-1040-50340</u>	HEALTH INSURANCE	11,430.00	-640.00	10,790.00
		<u>002-1040-51300</u>	SEMINAR EXPENSE	2,095.00	640.00	2,735.00
		<u>002-1230-50320</u>	WORKERS COMP	832.00	320.00	1,152.00
		<u>002-1230-52200</u>	FUEL & OIL	2,500.00	-745.00	1,755.00
		<u>002-1230-58130</u>	TOOLS & SMALL ACCESSORIES	0.00	425.00	425.00
		<u>010-1150-49200</u>	XFER FR GEN FUND	-1,435,006.00	-212,252.00	-1,647,258.00
		<u>010-1150-52320</u>	ROAD MATERIAL	675,000.00	200,000.00	875,000.00
		<u>010-1150-53130</u>	SUBCONTRACTED ROADWORK	352,600.00	12,252.00	364,852.00
		<u>049-1007-57170</u>	COMPUTER SOFTWARE	0.00	293.00	293.00
		<u>049-1007-58100</u>	EQUIPMENT	2,700.00	158.00	2,858.00
		<u>049-1007-59200</u>	CONTINGENCY	8,522.00	-451.00	8,071.00
Final Total:				1,267,931.00	0.00	1,267,931.00
Grand Total:				1,267,931.00	0.00	1,267,931.00

Account Summary

Account Number	Account Name	Expense Amount
002-1065-51200	ELECTRICITY	191.46
002-1065-51210	GAS	11.48
002-1065-51220	WATER	84.64
002-1065-57180	COMPUTER SOFTWARE	59.97
002-1070-51110	COPIER LEASE	62.79
002-1070-51220	WATER	111.36
002-1070-51300	SEMINAR EXPENSE	182.85
002-1070-51310	DUES	100.00
002-1070-53100	PROFESSIONAL SERVICE	600.00
002-1075-51200	ELECTRICITY	127.64
002-1075-51210	GAS	7.65
002-1075-51220	WATER	42.09
002-1075-54100	COURT APPOINTED ATT	900.00
002-1080-51100	OFFICE SUPPLIES	911.88
002-1080-51110	COPIER LEASE	62.79
002-1080-51200	ELECTRICITY	63.79
002-1080-51210	GAS	3.83
002-1080-51220	WATER	33.96
002-1080-57180	COMPUTER SOFTWARE	19.99
002-1085-51110	COPIER LEASE	8.97
002-1085-51200	ELECTRICITY	24.42
002-1085-51210	GAS	10.78
002-1085-51220	WATER	13.40
002-1090-51100	OFFICE SUPPLIES	235.72
002-1090-51105	POSTAGE & BOX RENT	120.19
002-1090-51220	WATER	122.35
002-1090-58130	TOOLS & SMALL ACCESS	180.93
002-1100-51100	OFFICE SUPPLIES	55.75
002-1100-51105	POSTAGE & BOX RENT	119.99
002-1100-51110	COPIER LEASE	62.79
002-1100-51220	WATER	90.39
002-1109-51100	OFFICE SUPPLIES	78.20
002-1109-51110	COPIER LEASE	62.79
002-1109-51135	CUSTODIAL SUPPLIES	409.22
002-1109-51200	ELECTRICITY	1,330.82
002-1109-51210	GAS	194.26
002-1109-51220	WATER	845.03
002-1109-51300	SEMINAR EXPENSE	70.00
002-1109-51315	UNIFORMS	24.47
002-1109-52220	EQUIPMENT MAINT	460.00
002-1109-54310	PRISONER FOOD	2,958.83
002-1109-55320	PRISONER HEALTH	39.98
002-1110-51100	OFFICE SUPPLIES	957.76
002-1110-51105	POSTAGE & BOX RENT	46.71
002-1110-51110	COPIER LEASE	62.79
002-1110-51150	RENT EXPENSE	1,420.54
002-1110-51200	ELECTRICITY	1,084.81
002-1110-51210	GAS	194.25
002-1110-51220	WATER	915.47
002-1110-51315	UNIFORMS	384.00
002-1110-52220	EQUIPMENT MAINT	271.00
002-1110-52225	VEHICLE REP & MAINT	2,591.85
002-1110-57180	COMPUTER SOFTWARE	7.54
002-1113-57220	SATELLITE SERVICE	24.25
002-1114-50200	CELL PHONES	46.24
002-1114-51110	COPIER LEASE	8.96
002-1114-51200	ELECTRICITY	24.42
002-1114-51210	GAS	10.78



Rains County, TX

Payables Report 06-27-2024

By Purchased From Vendor

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: 3AM HOLDINGS DBA POSTCOM					
3AM HOLDINGS DBA POSTCO	100000772	06/27/2024	IT SERVICES	002-1175-57130	1,725.00
3AM HOLDINGS DBA POSTCO	100000792	06/27/2024	IT SERVICES	002-1175-57130	1,150.00
3AM HOLDINGS DBA POSTCO	100000806	06/27/2024	MONTHLY CYBER SECURITY	002-1175-57180	160.00
3AM HOLDINGS DBA POSTCO	100000824	06/27/2024	SHRF MONTHLY CYBER SECUR	002-1175-57180	80.00
Purchased From Vendor 3AM HOLDINGS DBA POSTCOM Total:					3,115.00
Purchased From Vendor: ACTION CLEANING SYSTEMS INC.					
ACTION CLEANING SYSTEMS I	D46584	06/27/2024	POWER WASH SOAP	010-1150-51160	355.00
Purchased From Vendor ACTION CLEANING SYSTEMS INC. Total:					355.00
Purchased From Vendor: ADOBE SYSTEMS					
CITIBANK	3651564152	06/27/2024	Judge-Adobe	002-1005-57180	19.99
CITIBANK	3651564152	06/27/2024	CAtty-Adobe	002-1030-57180	71.97
CITIBANK	3651564152	06/27/2024	CClerk-Adobe	002-1060-57180	21.34
CITIBANK	3651564152	06/27/2024	DClerk-Adobe	002-1065-57180	19.99
CITIBANK	3651564152	06/27/2024	DClerk-Adobe	002-1065-57180	19.99
CITIBANK	3651564152	06/27/2024	DClerk-Adobe	002-1065-57180	19.99
CITIBANK	3651564152	06/27/2024	Treas-Adobe	002-1080-57180	19.99
CITIBANK	3651564152	06/27/2024	VA-Adobe	002-1114-57180	19.99
CITIBANK	3651564152	06/27/2024	EnvEnf-Adobe	002-1115-57180	19.99
Purchased From Vendor ADOBE SYSTEMS Total:					233.24
Purchased From Vendor: AMAZON					
CITIBANK	3651564152	06/27/2024	Maint-CAT Cable	002-1006-52100	67.51
CITIBANK	3651564152	06/27/2024	Maint-Exit Signs	002-1006-58130	45.94
CITIBANK	3651564152	06/27/2024	CAtty-Door Stop	002-1030-51100	7.99
CITIBANK	3651564152	06/27/2024	DClerk-Passport Folders	002-1065-51100	50.80
CITIBANK	3651564152	06/27/2024	VehReg-Envelopes,CC Reader	002-1100-51100	55.75
CITIBANK	3651564152	06/27/2024	Jail-Paper	002-1109-51100	78.20
CITIBANK	3651564152	06/27/2024	Jail-Shirt	002-1109-51315	19.99
CITIBANK	3651564152	06/27/2024	Jail-Blood Pressure Monitor	002-1109-55320	39.98
CITIBANK	3651564152	06/27/2024	RB-Carb Cleaner	010-1150-51160	121.34
CITIBANK	3651564152	06/27/2024	RB-Shop Towels	010-1150-51160	200.00
CITIBANK	3651564152	06/27/2024	RB-Valve Adapters	010-1150-52220	26.73
CITIBANK	3651564152	06/27/2024	RB-Tarp Cover	010-1150-52225	87.88
CITIBANK	3651564152	06/27/2024	Library-Programs	034-1125-51145	223.68
CITIBANK	3651564152	06/27/2024	Library-Books/DVDs	034-1125-51440	779.01
CITIBANK	3651564152	06/27/2024	Library-Bldg Supp	034-1125-52100	80.50
CITIBANK	3651564152 Credit	06/27/2024	Jail-Credit	002-1109-51315	-25.52
CITIBANK	3651565101	06/27/2024	Paper Cutter	002-1110-51100	6.99
CITIBANK	3651565101	06/27/2024	Ink Cartridge	002-1110-51100	18.98
CITIBANK	3651565101	06/27/2024	Labels,Lock,File Folders	002-1110-51100	54.62
CITIBANK	3651565101	06/27/2024	Crim Law Manuals	002-1110-51100	559.43
CITIBANK	3651565101	06/27/2024	Bracelets, Cards	002-1110-51100	47.80
Purchased From Vendor AMAZON Total:					2,547.60
Purchased From Vendor: ANDREWS CENTER					
ANDREWS CENTER	Jail Inmate Health 6/20	06/27/2024	Inmate Health Care	002-1005-55320	236.00
Purchased From Vendor ANDREWS CENTER Total:					236.00
Purchased From Vendor: ARCOSA CRUSHED CONCRETE					
ARCOSA CRUSHED CONCRETE	A240763055	06/27/2024	Crushed concrete 43.82 ton 6	010-1150-52320	876.40
ARCOSA CRUSHED CONCRETE	A240763056	06/27/2024	crushed concrete 22.60 ton 6	010-1150-52320	452.00
ARCOSA CRUSHED CONCRETE	A240763400	06/27/2024	CRUSHED CONCRETE 44.59 T	010-1150-52320	891.80
ARCOSA CRUSHED CONCRETE	A240763401	06/27/2024	CRUSHED CONCRETE 44.35 T	010-1150-52320	887.00
ARCOSA CRUSHED CONCRETE	A240763823	06/27/2024	CRUSHED CONCRETE 45.08 T	010-1150-52320	901.60
ARCOSA CRUSHED CONCRETE	A240763824	06/27/2024	CRUSHED CONCRETE 46.32 T	010-1150-52320	926.40

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1115-51220	6.74
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1121-51220	6.63
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1122-51220	6.63
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1123-51220	6.63
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1124-51220	6.63
CITY OF EMORY	Acct. 611 6/24	06/27/2024	Crths-WATER	002-1006-51220	293.74
CITY OF EMORY	Acct. 611 6/24	06/27/2024	Crths-WATER	002-1070-51220	90.38
CITY OF EMORY	Acct. 611 6/24	06/27/2024	Crths-WATER	002-1090-51220	90.38
CITY OF EMORY	Acct. 611 6/24	06/27/2024	Crths-WATER	002-1100-51220	90.39
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1002-51220	33.49
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1003-51220	33.49
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1006-51220	33.49
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1007-51220	33.49
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1030-51220	50.24
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1060-51220	50.24
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1065-51220	50.24
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1075-51220	33.49
CITY OF EMORY	Acct. 836 6/24	06/27/2024	Annex-WATER	002-1080-51220	16.77
CITY OF EMORY	Acct. 781 6/24	06/27/2024	Adv Ctr-WATER	002-1006-51220	98.20
CITY OF EMORY	Acct. 295 6/24	06/23/2024	Library-WATER	034-1125-51220	200.17
Purchased From Vendor CITY OF EMORY Total:					<u>2,983.34</u>
Purchased From Vendor: CLASSIC STITCH					
CITIBANK	3651565101	06/27/2024	Police Academy Uniforms	002-1110-51315	384.00
Purchased From Vendor CLASSIC STITCH Total:					<u>384.00</u>
Purchased From Vendor: CROSSROAD COMMUNICATIONS INC.					
CROSSROAD COMMUNICATIO	14403	06/27/2024	TOWER LEASE FOR RADIOS	010-1150-51415	300.00
Purchased From Vendor CROSSROAD COMMUNICATIONS INC. Total:					<u>300.00</u>
Purchased From Vendor: DAVID'S TIRE SHOP					
DAVID'S TIRE SHOP	2000366	06/27/2024	tire patch unit #20	002-1110-52225	15.00
DAVID'S TIRE SHOP	1686072	06/27/2024	Unit #28 Tire rotation	002-1110-52225	15.00
DAVID'S TIRE SHOP	2000367	06/27/2024	MOUNT 2 SPLIT WHEEL TIRES	010-1150-52210	200.00
Purchased From Vendor DAVID'S TIRE SHOP Total:					<u>230.00</u>
Purchased From Vendor: DELUXE BUSINESS CHECKS & SOLUTIONS					
CITIBANK	3651564152	06/27/2024	Treas-Check Stock	002-1080-51100	911.88
Purchased From Vendor DELUXE BUSINESS CHECKS & SOLUTIONS Total:					<u>911.88</u>
Purchased From Vendor: DIGITAL GRAPHICS LLC					
DIGITAL GRAPHICS LLC	10857	06/27/2024	GRAPHICS ON COURTHOUSE	002-1230-52225	320.00
Purchased From Vendor DIGITAL GRAPHICS LLC Total:					<u>320.00</u>
Purchased From Vendor: DIRECTV					
CITIBANK	3651564152	06/27/2024	CAtty/SenCtr-DirectV	002-1030-57220	24.24
CITIBANK	3651564152	06/27/2024	CAtty/SenCtr-DirectV	002-1113-57220	24.25
CITIBANK	3651564152	06/27/2024	EnvEnf-DirectV	002-1115-57220	40.49
Purchased From Vendor DIRECTV Total:					<u>88.98</u>
Purchased From Vendor: DOLLAR GENERAL					
CITIBANK	3651564152	06/27/2024	Library-Programs	034-1125-51145	69.44
Purchased From Vendor DOLLAR GENERAL Total:					<u>69.44</u>
Purchased From Vendor: DONUT SUPREME					
CITIBANK	3651564152	06/27/2024	DClerk-Grand Jury Donuts	002-1002-54120	27.02
Purchased From Vendor DONUT SUPREME Total:					<u>27.02</u>
Purchased From Vendor: DROPBOX INC.					
CITIBANK	3651564152	06/27/2024	CAtty-Renewal	002-1030-57180	204.67
CITIBANK	3651564152	06/27/2024	RB-Renewal	010-1150-57180	127.79
Purchased From Vendor DROPBOX INC. Total:					<u>332.46</u>
Purchased From Vendor: DUKO OIL CO					
DUKO OIL CO	D42393	06/27/2024	VEHICLE FUEL 47.00 GAL 129	010-1150-52200	132.90
DUKO OIL CO	D42395	06/27/2024	VEHICLE FUEL 54.00 GAL 101	010-1150-52200	143.17
DUKO OIL CO	D42397	06/27/2024	vehicle fuel 66 gal 111	010-1150-52200	186.62

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: H&F Wrecker					
H&F Wrecker	11272	06/27/2024	Wrecker service	002-1110-52225	695.00
			Purchased From Vendor H&F Wrecker Total:		695.00
Purchased From Vendor: HOHMANN COMMERCIAL REFRIGERATION					
HOHMANN COMMERCIAL RE	7144	06/27/2024	Jail-Dryer Repair	002-1109-52220	460.00
			Purchased From Vendor HOHMANN COMMERCIAL REFRIGERATION Total:		460.00
Purchased From Vendor: HOME DEPOT					
CITIBANK	3651564152	06/27/2024	Maint-Saw Blade,Bulbs	002-1006-52100	189.97
CITIBANK	3651564152	06/27/2024	Maint-CH Steps	002-1006-52100	97.43
			Purchased From Vendor HOME DEPOT Total:		287.40
Purchased From Vendor: HOOTEN'S LLC					
HOOTEN'S LLC	2406-089215	06/27/2024	SHOP TORCH TIP	010-1150-51160	46.98
HOOTEN'S LLC	2406-092316	06/27/2024	Guard rail materials cr 1150	010-1150-52320	41.04
HOOTEN'S LLC	2406-092332	06/27/2024	guard rail materials cr 1150	010-1150-52320	120.65
HOOTEN'S LLC	2406-095353	06/27/2024	5X5X1/2 PLATES W/HOLES FO	010-1150-52320	85.00
HOOTEN'S LLC	2406-098350	06/27/2024	20in SUPER 70 CHAINSAW CH	010-1150-51160	107.96
HOOTEN'S LLC	2406-099801	06/27/2024	3/8 X 6 X 6 WELD PLATE CR 13	010-1150-52320	216.00
			Purchased From Vendor HOOTEN'S LLC Total:		617.63
Purchased From Vendor: HUNT REGIONAL MEDICAL CENTER					
HUNT REGIONAL MEDICAL CE	Jail Inmate Health 6/20	06/27/2024	INMATE HEALTH CARE	002-1005-55320	595.29
			Purchased From Vendor HUNT REGIONAL MEDICAL CENTER Total:		595.29
Purchased From Vendor: INTEGRATED PRESCRIPTION MANAGEMENT CORP					
INTEGRATED PRESCRIPTION	Ind Health 6/20	06/27/2024	INDIGENT HEALTH CARE	002-1005-56200	19.81
INTEGRATED PRESCRIPTION	Jail Inmate Health 6/20	06/27/2024	PRISONER HEALTH CARE	002-1005-55320	163.70
			Purchased From Vendor INTEGRATED PRESCRIPTION MANAGEMENT CORP Total:		183.51
Purchased From Vendor: INTER-COUNTY COMMUNICATIONS					
INTER-COUNTY COMMUNICA	2433	06/27/2024	Repair radio dispatch console	002-1110-52220	271.00
			Purchased From Vendor INTER-COUNTY COMMUNICATIONS Total:		271.00
Purchased From Vendor: INTERSTATE BILLING SERVICE INC					
INTERSTATE BILLING SERVICE I	3037129782	06/27/2024	Truck/Trans Service	010-1150-52225	1,124.82
			Purchased From Vendor INTERSTATE BILLING SERVICE INC Total:		1,124.82
Purchased From Vendor: J & R DISCOUNT AUTO SUPPLY					
J & R DISCOUNT AUTO SUPPLY	01NV021601	06/27/2024	Unit #21 Exhaust Flange	002-1110-52225	15.63
J & R DISCOUNT AUTO SUPPLY	01NV021638	06/27/2024	Alternator	002-1110-52225	165.96
J & R DISCOUNT AUTO SUPPLY	01NV021731	06/27/2024	Oil change 113	010-1150-52225	88.19
J & R DISCOUNT AUTO SUPPLY	01NV021746	06/27/2024	Oil change 107	010-1150-52225	65.69
J & R DISCOUNT AUTO SUPPLY	01NV021894	06/27/2024	TRIM REPAIR	002-1230-52225	69.63
J & R DISCOUNT AUTO SUPPLY	01NV021924	06/27/2024	TRIM REPAIR	002-1230-52225	24.65
J & R DISCOUNT AUTO SUPPLY	01NV021967	06/27/2024	CABIN AIR FILTER	002-1230-52225	13.20
J & R DISCOUNT AUTO SUPPLY	01NV022180	06/27/2024	SENSORS 114	010-1150-52225	219.17
J & R DISCOUNT AUTO SUPPLY	01NV022222	06/27/2024	Sea foam for Andy's Car	002-1110-52225	9.68
J & R DISCOUNT AUTO SUPPLY	01NV022224	06/27/2024	129 VEHICLE MAINTENANCE	010-1150-52225	239.41
			Purchased From Vendor J & R DISCOUNT AUTO SUPPLY Total:		911.21
Purchased From Vendor: J. J. KELLER & ASSOCIATES INC.					
J. J. KELLER & ASSOCIATES INC	9109117144	06/27/2024	1 YEAR FOR SUPSCRIPTION FO	010-1150-51300	500.00
			Purchased From Vendor J. J. KELLER & ASSOCIATES INC. Total:		500.00
Purchased From Vendor: JAMES M. DAVIS					
JAMES M. DAVIS	Reimbursement 6/24	06/27/2024	CDL MEDICAL CERTIFICATION	010-1150-51325	100.00
			Purchased From Vendor JAMES M. DAVIS Total:		100.00
Purchased From Vendor: JARRETT COMMERCIAL PROPERTIES LLC					
JARRETT COMMERCIAL PROP	106	06/27/2024	May 2024 Plat Reviews	002-1070-53100	600.00
			Purchased From Vendor JARRETT COMMERCIAL PROPERTIES LLC Total:		600.00
Purchased From Vendor: JEREMY COOK					
JEREMY COOK	Travel Reimburse 6/24	06/27/2024	hotel, mileage, per diem	002-1121-51300	561.02
			Purchased From Vendor JEREMY COOK Total:		561.02

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: OLTON McCURLEY					
OLTON McCURLEY	Reimbursement 6/24	06/27/2024	4"X5' BLACK FLEX TAPE / 8PT	010-1150-52220	17.98
Purchased From Vendor OLTON McCURLEY Total:					17.98
Purchased From Vendor: O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	5658-478392	06/27/2024	DASH CLEANER AND 25 PACK	010-1150-51160	20.98
O'REILLY AUTO PARTS	5658-478460	06/27/2024	sea foam	002-1110-52225	25.48
O'REILLY AUTO PARTS	5658-479446	06/27/2024	PAINT FOR BRIDGE CR 1301 &	010-1150-52320	31.83
Purchased From Vendor O'REILLY AUTO PARTS Total:					78.29
Purchased From Vendor: OSS ACADEMY					
CITIBANK	3651564152	06/27/2024	Jail-FTO Pruitt	002-1109-51300	70.00
Purchased From Vendor OSS ACADEMY Total:					70.00
Purchased From Vendor: PETTY CASH					
PETTY CASH	Jury Selection 7/8/24	06/27/2024	Jury Selection 7/8/24	002-1002-54150	3,400.00
Purchased From Vendor PETTY CASH Total:					3,400.00
Purchased From Vendor: POTTS GAS CO INC					
POTTS GAS CO INC	RAINCO	06/27/2024	PROPANE TANK LEASE	010-1150-51415	77.14
Purchased From Vendor POTTS GAS CO INC Total:					77.14
Purchased From Vendor: RAINS COUNTY LEADER					
RAINS COUNTY LEADER	1607210	06/27/2024	Ad	034-1125-51145	172.50
Purchased From Vendor RAINS COUNTY LEADER Total:					172.50
Purchased From Vendor: RICK'S OIL DEPOT					
RICK'S OIL DEPOT	472973	06/27/2024	F-150 rojo	002-1110-52225	36.99
RICK'S OIL DEPOT	472995	06/27/2024	Unit #28 Oil change	002-1110-52225	36.99
RICK'S OIL DEPOT	473297	06/27/2024	Oil Change Truck	002-1115-52225	36.99
Purchased From Vendor RICK'S OIL DEPOT Total:					110.97
Purchased From Vendor: ROPER & WHITE ATTORNEYS AT LAW					
ROPER & WHITE ATTORNEYS	West #6606	06/27/2024	#6606-West	002-1002-54100	400.00
ROPER & WHITE ATTORNEYS	Ragsdale #6133	06/27/2024	6133 - RAGSDALE	002-1002-54100	300.00
Purchased From Vendor ROPER & WHITE ATTORNEYS AT LAW Total:					700.00
Purchased From Vendor: SECURE SHREDDING & RECYCLING					
SECURE SHREDDING & RECYC	59211	06/27/2024	Shredding Service	002-1115-51155	65.00
Purchased From Vendor SECURE SHREDDING & RECYCLING Total:					65.00
Purchased From Vendor: SHELL ENERGY SOLUTIONS					
SHELL ENERGY SOLUTIONS	2030505-52980114	06/27/2024	RB-Electricity	010-1150-51200	20.04
SHELL ENERGY SOLUTIONS	2030505-52990109	06/27/2024	Library-Flood Light	034-1125-51200	14.88
SHELL ENERGY SOLUTIONS	2030505-52991812	06/27/2024	Library-Electricity	034-1125-51200	402.96
SHELL ENERGY SOLUTIONS	2030505-52991820	06/27/2024	Child Adv-Electricity	002-1006-51200	117.88
SHELL ENERGY SOLUTIONS	2030505-52997564	06/27/2024	RB-Electricity	010-1150-51200	233.02
SHELL ENERGY SOLUTIONS	2030505-53011429	06/27/2024	DL Office-Electricity	002-1006-51200	186.25
SHELL ENERGY SOLUTIONS	2030505-53011431	06/27/2024	Jail-Electricity	002-1109-51200	1,314.62
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1085-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1114-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1115-51200	24.85
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1121-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1122-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1123-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011435	06/27/2024	Arr. Bldg Electricity	002-1124-51200	24.42
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1002-51200	127.64
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1003-51200	127.64
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1006-51200	127.64
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1007-51200	127.64
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1030-51200	191.46
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1060-51200	191.46
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1065-51200	191.46
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1075-51200	127.64
SHELL ENERGY SOLUTIONS	2030505-53011436	06/27/2024	Multi Dept-Electricity	002-1080-51200	63.79
SHELL ENERGY SOLUTIONS	2030505-53011462	06/27/2024	SHRF-Electricity	002-1110-51200	1,068.61

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: SWIF II DATACOM INVESTMENT CO. TOWERS LLC					
SWIF II DATACOM INVESTMEN	SWIF-II-Hemphill052024	06/27/2024	SHRF-Tower Rent	002-1110-51150	710.27
SWIF II DATACOM INVESTMEN	SWIF-II-Hemphill072024	06/27/2024	SHRF-Tower Rent	002-1110-51150	710.27
Purchased From Vendor SWIF II DATACOM INVESTMENT CO. TOWERS LLC Total:					1,420.54
Purchased From Vendor: TDCAA					
CITIBANK	3651565101	06/27/2024	Crim Law Book	002-1110-51100	95.00
Purchased From Vendor TDCAA Total:					95.00
Purchased From Vendor: TEXAS A&M AGRILIFE EXT. SERVICE					
CITIBANK	3651564152	06/27/2024	GrantDev-TEEX Class	002-1040-51300	595.00
Purchased From Vendor TEXAS A&M AGRILIFE EXT. SERVICE Total:					595.00
Purchased From Vendor: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY					
TEXAS COMMISSION ON ENVI	0620335 6/24	06/27/2024	EnvEnf-OSSF Fees	002-22330	220.00
Purchased From Vendor TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Total:					220.00
Purchased From Vendor: TEXAS DEPT OF PUBLIC SAFETY					
CITIBANK	3651564152	06/27/2024	SHRF-Registration	002-1110-52225	9.50
CITIBANK	3651565101	06/27/2024	Registration	002-1110-52225	9.50
Purchased From Vendor TEXAS DEPT OF PUBLIC SAFETY Total:					19.00
Purchased From Vendor: TEXAS DIVISION OF EMERGENCY MGMT					
CITIBANK	3651564152	06/27/2024	EnvEnf-Registration Joe/Cryst	002-1115-51300	600.00
Purchased From Vendor TEXAS DIVISION OF EMERGENCY MGMT Total:					600.00
Purchased From Vendor: TEXAS SMARTBUY					
CITIBANK	3651564152	06/27/2024	Judge-Dues	002-1070-51310	100.00
Purchased From Vendor TEXAS SMARTBUY Total:					100.00
Purchased From Vendor: TOLIVER FORD OF MINEOLA					
CITIBANK	3651564152	06/27/2024	AC/DEF Repair	010-1150-52225	2,832.49
Purchased From Vendor TOLIVER FORD OF MINEOLA Total:					2,832.49
Purchased From Vendor: TYLER TECHNOLOGIES INC.					
TYLER TECHNOLOGIES INC.	025-469175	06/27/2024	ERP FINANCIALS GOLIVE 05/2	002-1175-57170	2,640.00
Purchased From Vendor TYLER TECHNOLOGIES INC. Total:					2,640.00
Purchased From Vendor: U.S. POSTAL SERVICE					
CITIBANK	3651564152	06/27/2024	DClerk-Overnight Shipping for	002-1065-51105	30.45
CITIBANK	3651564152	06/27/2024	Postage for bid packs	010-1150-51105	224.25
CITIBANK	3651565101	06/27/2024	Postage,Stamps	002-1110-51105	38.33
Purchased From Vendor U.S. POSTAL SERVICE Total:					293.03
Purchased From Vendor: VERIZON WIRELESS					
VERIZON WIRELESS	9966316730	06/27/2024	Cell Phone	002-1114-50200	46.24
Purchased From Vendor VERIZON WIRELESS Total:					46.24
Purchased From Vendor: VISTAPRINT					
CITIBANK	3651565101	06/27/2024	Business Cards - A.Lowen,J.AI	002-1110-51100	58.97
Purchased From Vendor VISTAPRINT Total:					58.97
Purchased From Vendor: WELLS FARGO					
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1010-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1030-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1065-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1070-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1080-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1085-51110	8.97
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1100-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1109-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1110-51110	62.79
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1114-51110	8.96
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1115-51110	8.97
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1121-51110	8.97
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1122-51110	8.97
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1123-51110	8.97
WELLS FARGO	5030178003	06/27/2024	Mult Dept-COPIER LEASE	002-1124-51110	8.97

Report Summary

Fund Summary

Fund	Expense Amount
002 - GENERAL FUND	45,453.68
010 - ROAD & BRIDGE	57,965.59
024 - DISTRICT TECH FUND	450.59
034 - PUBLIC LIBRARY	2,375.65
054 - STATE GRANTS	52.84
Grand Total:	106,298.35

Account Summary

Account Number	Account Name	Expense Amount
002-1002-51200	ELECTRICITY	127.64
002-1002-51210	GAS	7.65
002-1002-51220	WATER	42.09
002-1002-54100	COURT APPOINTED ATT	2,350.00
002-1002-54120	TRIAL EXPENSE	27.02
002-1002-54150	JUROR EXPENSE	3,400.00
002-1003-51200	ELECTRICITY	127.64
002-1003-51210	GAS	7.65
002-1003-51220	WATER	42.09
002-1005-55320	PRISONER HEALTH CARE	1,094.99
002-1005-56200	INDIGENT HEALTH EXP	19.81
002-1005-57180	COMPUTER SOFTWARE	19.99
002-1006-51135	CUSTODIAL SUPPLIES	51.00
002-1006-51140	GROUND MAINT. SUPP	100.00
002-1006-51200	ELECTRICITY	458.65
002-1006-51210	GAS	121.10
002-1006-51220	WATER	446.93
002-1006-52100	BUILDING REPAIR & MAI	354.91
002-1006-52200	FUEL & OIL	78.43
002-1006-58130	TOOLS & SMALL ACCESS	45.94
002-1007-51100	OFFICE SUPPLIES	79.98
002-1007-51200	ELECTRICITY	127.64
002-1007-51210	GAS	7.65
002-1007-51220	WATER	50.69
002-1010-51100	OFFICE SUPPLIES	124.13
002-1010-51110	COPIER LEASE	62.79
002-1010-51220	WATER	159.45
002-1030-51100	OFFICE SUPPLIES	646.29
002-1030-51110	COPIER LEASE	62.79
002-1030-51200	ELECTRICITY	191.46
002-1030-51210	GAS	11.47
002-1030-51220	WATER	93.24
002-1030-51310	DUES	418.00
002-1030-57180	COMPUTER SOFTWARE	384.88
002-1030-57220	SATELLITE SERVICE	24.24
002-1040-51300	SEMINAR EXPENSE	1,133.32
002-1055-51200	ELECTRICITY	26.89
002-1055-51210	GAS	37.81
002-1055-51220	WATER	21.50
002-1060-51100	OFFICE SUPPLIES	331.69
002-1060-51200	ELECTRICITY	191.46
002-1060-51210	GAS	11.48
002-1060-51220	WATER	84.64
002-1060-51300	SEMINAR EXPENSE	0.00
002-1060-57180	COMPUTER SOFTWARE	21.34
002-1065-51100	OFFICE SUPPLIES	205.79
002-1065-51105	POSTAGE & BOX RENT	30.45
002-1065-51110	COPIER LEASE	62.79

Account Summary

Account Number	Account Name	Expense Amount
002-1114-51220	WATER	13.40
002-1114-51310	DUES	50.00
002-1114-57180	COMPUTER SOFTWARE	19.99
002-1115-51100	OFFICE SUPPLIES	126.29
002-1115-51110	COPIER LEASE	8.97
002-1115-51155	EVENT SUPPLIES	65.00
002-1115-51200	ELECTRICITY	24.85
002-1115-51210	GAS	10.95
002-1115-51220	WATER	13.60
002-1115-51300	SEMINAR EXPENSE	600.00
002-1115-52200	FUEL & OIL	338.38
002-1115-52225	VEHICLE REP & MAINT	36.99
002-1115-57180	COMPUTER SOFTWARE	19.99
002-1115-57220	SATELLITE SERVICE	40.49
002-1115-58130	TOOLS & SMALL ACCESS	39.99
002-1121-51110	COPIER LEASE	8.97
002-1121-51200	ELECTRICITY	24.42
002-1121-51210	GAS	10.78
002-1121-51220	WATER	13.40
002-1121-51300	SEMINAR EXPENSE	561.02
002-1122-51110	COPIER LEASE	8.97
002-1122-51200	ELECTRICITY	24.42
002-1122-51210	GAS	10.78
002-1122-51220	WATER	13.40
002-1123-51110	COPIER LEASE	8.97
002-1123-51200	ELECTRICITY	24.42
002-1123-51210	GAS	10.78
002-1123-51220	WATER	13.40
002-1124-51110	COPIER LEASE	8.97
002-1124-51200	ELECTRICITY	24.42
002-1124-51210	GAS	10.78
002-1124-51220	WATER	13.40
002-1175-57130	IT/WEBSITE MAINT	2,875.00
002-1175-57140	LGS/IMAGETECH	2,127.00
002-1175-57170	COMPUTER SOFTWARE	4,640.00
002-1175-57180	COMPUTER SOFTWARE	240.00
002-1175-57200	TELEPHONE	47.80
002-1230-52225	VEHICLE REP & MAINT	427.48
002-22330	DUE TO TCEQ - ENVIRON	220.00
010-1150-51105	POSTAGE & BOX RENT	224.25
010-1150-51160	SHOP SUPPLIES	852.26
010-1150-51200	ELECTRICITY	277.66
010-1150-51220	WATER	34.00
010-1150-51300	SEMINAR EXPENSE	500.00
010-1150-51325	EMPLOY PHYSICALS	100.00
010-1150-51415	EQUIP LEASE/RENTAL	377.14
010-1150-52200	FUEL & OIL	5,980.42
010-1150-52210	TIRES	2,629.72
010-1150-52220	EQUIPMENT MAINT	103.23
010-1150-52225	VEHICLE REP & MAINT	5,196.64
010-1150-52320	ROAD MATERIAL	41,562.48
010-1150-57180	COMPUTER SOFTWARE	127.79
024-1065-58120	COMPUTER EQUIPMENT	450.59
034-1125-51110	COPIER LEASE	88.00
034-1125-51145	PROGRAMS	465.62
034-1125-51200	ELECTRICITY	417.84
034-1125-51210	GAS	81.87
034-1125-51220	WATER	246.65

Account Summary

Account Number	Account Name	Expense Amount
034-1125-51440	LIBRARY MATERIAL	955.30
034-1125-52100	BUILDING REPAIR & MAI	80.50
034-1125-52220	EQUIPMENT MAINT	39.87
054-1115-58130	TOOLS & SMALL ACCESS	52.84
Grand Total:		106,298.35

Project Account Summary

Project Account Key	Expense Amount
None	106,298.35
Grand Total:	106,298.35

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO	5030194837	06/27/2024	Library-COPIER LEASE	034-1125-51110	88.00
Purchased From Vendor WELLS FARGO Total:					653.10
Purchased From Vendor: WOOD COUNTY ASPHALT LTD.					
WOOD COUNTY ASPHALT LTD. 10730		06/27/2024	OILSAND 130.82 TON 10730	010-1150-52320	11,970.03
CITIBANK 3651564152		06/27/2024	RB-Road Material	010-1150-52320	2,365.28
CITIBANK 3651564152 Credit		06/27/2024	RB-Credit	010-1150-52320	-2,365.28
WOOD COUNTY ASPHALT LTD. 10770		06/27/2024	OILSAND 137.96 TON 10770	010-1150-52320	12,623.34
WOOD COUNTY ASPHALT LTD. 10785		06/27/2024	OILSAND 24.06 TON 10785	010-1150-52320	2,201.49
Purchased From Vendor WOOD COUNTY ASPHALT LTD. Total:					26,794.86
Purchased From Vendor: WYATT COOK					
WYATT COOK Rains County		06/27/2024	Rose Comm Ctr-Yard Cleanup	002-1006-51140	100.00
Purchased From Vendor WYATT COOK Total:					100.00
Grand Total:					106,298.35

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHELL ENERGY SOLUTIONS	2030505-53011510	06/27/2024	SHRF/Jail-Flood Light	002-1109-51200	16.20
SHELL ENERGY SOLUTIONS	2030505-53011510	06/27/2024	SHRF/Jail-Flood Light	002-1110-51200	16.20
SHELL ENERGY SOLUTIONS	2030505-53012952	06/27/2024	Constable-Electricity	002-1006-51200	26.88
SHELL ENERGY SOLUTIONS	2030505-53012952	06/27/2024	Constable-Electricity	002-1055-51200	26.89
SHELL ENERGY SOLUTIONS	2030505-53013854	06/27/2024	RB-Electricity	010-1150-51200	24.60
Purchased From Vendor SHELL ENERGY SOLUTIONS Total:					4,916.77
Purchased From Vendor: SOUTHERN TIRE MART LLC.					
SOUTHERN TIRE MART LLC.	4170095748	06/27/2024	2 FRONT TIRES ON 508	010-1150-52210	1,659.26
SOUTHERN TIRE MART LLC.	4170095811	06/27/2024	TIRES FOR 111	010-1150-52210	770.46
SOUTHERN TIRE MART LLC.	4170095811	06/27/2024	FRONT WHEEL ALIGNMENT O	010-1150-52225	538.99
Purchased From Vendor SOUTHERN TIRE MART LLC. Total:					2,968.71
Purchased From Vendor: SPARKLETTS					
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1070-51220	20.98
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1085-51220	6.77
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1114-51220	6.77
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1115-51220	6.86
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1121-51220	6.77
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1122-51220	6.77
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1123-51220	6.77
SPARKLETTS	22078359 061724	06/27/2024	Judge/Arr Bldg-WATER	002-1124-51220	6.77
SPARKLETTS	22083693 061724	06/27/2024	Water delivery	034-1125-51220	46.48
SPARKLETTS	22083757 061724	06/27/2024	JP/SHRF/Jail-WATER	002-1090-51220	31.97
SPARKLETTS	22083757 061724	06/27/2024	JP/SHRF/Jail-WATER	002-1109-51220	48.96
SPARKLETTS	22083757 061724	06/27/2024	JP/SHRF/Jail-WATER	002-1110-51220	119.40
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1002-51220	8.60
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1003-51220	8.60
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1007-51220	17.20
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1030-51220	43.00
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1060-51220	34.40
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1065-51220	34.40
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1075-51220	8.60
SPARKLETTS	22084592 061724	06/27/2024	Annex-WATER	002-1080-51220	17.19
SPARKLETTS	22084937 061724	06/27/2024	AgriLife-WATER	002-1010-51220	55.97
Purchased From Vendor SPARKLETTS Total:					543.23
Purchased From Vendor: STAMPS.COM					
CITIBANK	3651564152	06/27/2024	JP-Postage	002-1090-51105	100.00
CITIBANK	3651564152	06/27/2024	JP-Postage	002-1090-51105	20.19
CITIBANK	3651564152	06/27/2024	VehReg-Stamps.com	002-1100-51105	100.00
CITIBANK	3651564152	06/27/2024	VehReg-Stamps.com	002-1100-51105	19.99
CITIBANK	3651565101	06/27/2024	Postage	002-1110-51105	8.38
Purchased From Vendor STAMPS.COM Total:					248.56
Purchased From Vendor: STAPLES					
CITIBANK	3651564152	06/27/2024	Maint-PineSol	002-1006-51135	51.00
CITIBANK	3651564152	06/27/2024	AgriLife-Paper	002-1010-51100	48.44
CITIBANK	3651564152	06/27/2024	AgriLife-Correct Pen,Paper,Po	002-1010-51100	75.69
CITIBANK	3651564152	06/27/2024	CClerk-Ink Cartridges	002-1060-51100	331.69
CITIBANK	3651564152	06/27/2024	JP-Labels	002-1090-51100	52.77
CITIBANK	3651564152	06/27/2024	JP-Folders,Pens,Paper	002-1090-51100	182.95
CITIBANK	3651564152	06/27/2024	JP-Box File	002-1090-58130	116.94
CITIBANK	3651564152	06/27/2024	JP-Vacuum	002-1090-58130	63.99
CITIBANK	3651564152	06/27/2024	EnvEnf-Pencils,Receipt Books,	002-1115-51100	126.29
CITIBANK	3651564152	06/27/2024	EnvEnf-Pencils,Receipt Books,	002-1115-58130	39.99
Purchased From Vendor STAPLES Total:					1,089.75
Purchased From Vendor: STATE BAR OF TEXAS					
CITIBANK	3651564152	06/27/2024	CAtty-Dues	002-1030-51310	73.00
CITIBANK	3651564152	06/27/2024	CAtty-Dues	002-1030-51310	270.00
CITIBANK	3651564152	06/27/2024	CAtty-Dues	002-1030-51310	75.00
Purchased From Vendor STATE BAR OF TEXAS Total:					418.00

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: JULIA ROBINSON					
JULIA ROBINSON	184671	06/27/2024	Sewing 9 patches on 3 shirts f	002-1109-51315	30.00
			Purchased From Vendor JULIA ROBINSON Total:		30.00
Purchased From Vendor: KRISTI HOPKINS					
KRISTI HOPKINS	Travel Reimb 6/24	06/27/2024	GrantDev-Travel Reimburse	002-1040-51300	538.32
			Purchased From Vendor KRISTI HOPKINS Total:		538.32
Purchased From Vendor: LANGUAGE LINE SERVICES INC.					
LANGUAGE LINE SERVICES IN	11315512	06/27/2024	language line service	002-1110-57180	7.54
			Purchased From Vendor LANGUAGE LINE SERVICES INC. Total:		7.54
Purchased From Vendor: LAW OFFICE OF RACHEL FLATT					
LAW OFFICE OF RACHEL FLAT	Goggans #15987	06/27/2024	CAUSE 15987-GOGGANS, I-A	002-1075-54100	300.00
LAW OFFICE OF RACHEL FLAT	Lusk #16060	06/27/2024	CAUSE 16060-LUSK, J.-APPT A	002-1075-54100	300.00
LAW OFFICE OF RACHEL FLAT	Baldwin #5974/5976	06/27/2024	5974, 5976 - BALDWIN	002-1002-54100	350.00
LAW OFFICE OF RACHEL FLAT	Bennett #6278	06/27/2024	6278 - BENNETT	002-1002-54100	300.00
LAW OFFICE OF RACHEL FLAT	Lewellen #6217	06/27/2024	6217 - LEWELLEN	002-1002-54100	300.00
LAW OFFICE OF RACHEL FLAT	McRight #6585	06/27/2024	6585 - MCRIGHT	002-1002-54100	350.00
			Purchased From Vendor LAW OFFICE OF RACHEL FLATT Total:		1,900.00
Purchased From Vendor: LOCAL GOVERNMENT SOLUTIONS LP					
LOCAL GOVERNMENT SOLUTI	70372	06/27/2024	LGS SOFTWARE	002-1175-57140	2,127.00
			Purchased From Vendor LOCAL GOVERNMENT SOLUTIONS LP Total:		2,127.00
Purchased From Vendor: MARTIN BRADDY					
MARTIN BRADDY	Hayes #16092	06/27/2024	CAUSE 16092-HAYES, ANDREA	002-1075-54100	300.00
MARTIN BRADDY	Fields #6586	06/27/2024	6586 - FIELDS	002-1002-54100	350.00
			Purchased From Vendor MARTIN BRADDY Total:		650.00
Purchased From Vendor: METROFAX					
CITIBANK	3651564152	06/27/2024	Constable-Metrofax	002-1175-57200	11.95
CITIBANK	3651564152	06/27/2024	CAtty-Metrofax	002-1175-57200	11.95
CITIBANK	3651564152	06/27/2024	DClerk-Metrofax	002-1175-57200	11.95
CITIBANK	3651564152	06/27/2024	VehReg-Metrofax	002-1175-57200	11.95
			Purchased From Vendor METROFAX Total:		47.80
Purchased From Vendor: MICROSOFT					
CITIBANK	3651564152	06/27/2024	CAtty-Renewal	002-1030-57180	108.24
			Purchased From Vendor MICROSOFT Total:		108.24
Purchased From Vendor: MOODY GARDENS					
CITIBANK	3651564152	06/27/2024	CClerk-Hotel	002-1060-51300	182.85
CITIBANK	3651564152	06/27/2024	Judge-Hotel	002-1070-51300	182.85
CITIBANK	3651564152 Credit	06/27/2024	CClerk-Credit	002-1060-51300	182.85
			Purchased From Vendor MOODY GARDENS Total:		182.85
Purchased From Vendor: NACVSO					
CITIBANK	3651564152	06/27/2024	VA-Dues	002-1114-51310	50.00
			Purchased From Vendor NACVSO Total:		50.00
Purchased From Vendor: NORTEX TRACTOR					
NORTEX TRACTOR	IN70950	06/27/2024	DIP STICK 207	010-1150-52220	58.52
NORTEX TRACTOR	IN71336	06/27/2024	10W-40 OIL SKIDSTEER	010-1150-52200	58.30
			Purchased From Vendor NORTEX TRACTOR Total:		116.82
Purchased From Vendor: OFFICE DEPOT					
CITIBANK	3651564152	06/27/2024	Elect-Paper	002-1007-51100	79.98
CITIBANK	3651564152	06/27/2024	CAtty-Bulletin board tiles	002-1030-51100	37.50
CITIBANK	3651564152	06/27/2024	CAtty-WiteOut,Post-its,Ink Car	002-1030-51100	600.80
CITIBANK	3651564152	06/27/2024	DClerk-Glass Cleaner,Post-its,	002-1065-51100	154.99
CITIBANK	3651564152	06/27/2024	DClerk-Courtroom Scanner	024-1065-58120	450.59
CITIBANK	3651565101	06/27/2024	File Folders	002-1110-51100	55.31
CITIBANK	3651565101	06/27/2024	Card Stock,Sharpies,File Jacke	002-1110-51100	60.66
			Purchased From Vendor OFFICE DEPOT Total:		1,439.83

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DUKO OIL CO	D42397	06/27/2024	vehicle def 11.88 gal 111	010-1150-52200	12.17
DUKO OIL CO	D42398	06/27/2024	Vehicle fuel 34 gal 121	010-1150-52200	96.14
DUKO OIL CO	D42398	06/27/2024	vehicle def 9 gal 121	010-1150-52200	7.70
DUKO OIL CO	D42400	06/27/2024	Vehicle fuel 19 gal 103	010-1150-52200	53.72
DUKO OIL CO	D42401	06/27/2024	Vehicle fuel 73 gal 101	010-1150-52200	206.41
DUKO OIL CO	D42401	06/27/2024	vehicle def 10 gal 101	010-1150-52200	17.55
DUKO OIL CO	D42402	06/27/2024	Vehicle fuel 45 gal 111	010-1150-52200	127.24
DUKO OIL CO	D42403	06/27/2024	Vehicle fuel 35 gal 120	010-1150-52200	98.96
DUKO OIL CO	215009	06/27/2024	DYED DIESEL 300 GAL + ADDIT	010-1150-52200	817.37
DUKO OIL CO	D42404	06/27/2024	VEHICLE FUEL 42 GAL 111	010-1150-52200	113.01
DUKO OIL CO	D42405	06/27/2024	VEHICLE FUEL 41 GAL 101	010-1150-52200	110.32
DUKO OIL CO	D42408	06/27/2024	DYED DIESEL NURSE TANK 55.	010-1150-52200	146.04
DUKO OIL CO	D42408	06/27/2024	CONVENTIONAL UNLEADED 8	010-1150-52200	11.66
DUKO OIL CO	D42410	06/27/2024	VEHICLE FUEL 42.10 GAL 122	010-1150-52200	119.04
DUKO OIL CO	D42411	06/27/2024	VEHICLE DEF 13.77 GAL 111	010-1150-52200	16.43
DUKO OIL CO	D42411	06/27/2024	VEHICLE FUEL 86.00 GAL 111	010-1150-52200	243.17
DUKO OIL CO	D42412	06/27/2024	VEHICLE FUEL 43.00 GAL 121	010-1150-52200	121.59
DUKO OIL CO	216273	06/27/2024	DYED DIESEL 400.00 GAL + AD	010-1150-52200	1,068.47
DUKO OIL CO	D42414	06/27/2024	VEHICLE FUEL 82.00 GAL 101	010-1150-52200	231.86
DUKO OIL CO	D42415	06/27/2024	VEHICLE FUEL 30.00 GAL 120	010-1150-52200	84.83
DUKO OIL CO	D42418	06/27/2024	VEHICLE FUEL 35.20 GAL 103	010-1150-52200	99.53
DUKO OIL CO	D42419	06/27/2024	DEF BULK 1.00 GAL 420	010-1150-52200	2.14
DUKO OIL CO	D42419	06/27/2024	DYED DIESEL 28.90 GAL 420	010-1150-52200	76.90
DUKO OIL CO	D42420	06/27/2024	VEHICLE FUEL 64.00 GAL 111	010-1150-52200	182.77
DUKO OIL CO	D42421	06/27/2024	VEHICLE FUEL 16.00 GAL 122	010-1150-52200	45.69
DUKO OIL CO	D42424	06/27/2024	DYED DIESEL 10.00 GAL 207	010-1150-52200	26.55
DUKO OIL CO	D42425	06/27/2024	VEHICLE FUEL 75.00 GAL 101	010-1150-52200	212.07
DUKO OIL CO	D42426	06/27/2024	VEHICLE FUEL 60.00 GAL 111	010-1150-52200	169.65
DUKO OIL CO	D42426	06/27/2024	DEF BULK 10.82 GAL 111	010-1150-52200	11.95
DUKO OIL CO	D42428	06/27/2024	VEHICLE FUEL 38.00 GAL 101	010-1150-52200	107.45
DUKO OIL CO	D42428	06/27/2024	DEF BULK 14.00 GAL 101	010-1150-52200	20.33
DUKO OIL CO	D42429	06/27/2024	VEHICLE FUEL 14.50 GAL 122	010-1150-52200	41.00
DUKO OIL CO	D42434	06/27/2024	VEHICLE FUEL 38.00 GAL 111	010-1150-52200	107.45
DUKO OIL CO	D42435	06/27/2024	VEHICLE FUEL 64.00 GAL 101	010-1150-52200	180.96
DUKO OIL CO	D42437	06/27/2024	DEF BULK 11.35 GAL 111	010-1150-52200	10.13
DUKO OIL CO	D42437	06/27/2024	VEHICLE FUEL 76.00 GAL 111	010-1150-52200	214.90
DUKO OIL CO	D42438	06/27/2024	VEHICLE FUEL 32.10 GAL 121	010-1150-52200	90.76
DUKO OIL CO	D42440	06/27/2024	VEHICLE FUEL 55.00 GAL 111	010-1150-52200	155.52
Purchased From Vendor DUKO OIL CO Total:					5,922.12
Purchased From Vendor: ELM USA INC.					
ELM USA INC.	68053	06/27/2024	part	034-1125-52220	39.87
Purchased From Vendor ELM USA INC. Total:					39.87
Purchased From Vendor: EMORY AUTOMOTIVE					
EMORY AUTOMOTIVE	28150	06/27/2024	Unit #24	002-1110-52225	1,557.12
Purchased From Vendor EMORY AUTOMOTIVE Total:					1,557.12
Purchased From Vendor: EMORY DENTAL					
EMORY DENTAL	Jail Inmate Health 6/20	06/27/2024	INMATE HEALTH CARE	002-1005-55320	100.00
Purchased From Vendor EMORY DENTAL Total:					100.00
Purchased From Vendor: FUELMAN					
FUELMAN	2083014 6/24	06/27/2024	Fuel	002-1115-52200	338.38
FUELMAN	2083014 6/24 Maint	06/27/2024	Fuel	002-1006-52200	78.43
Purchased From Vendor FUELMAN Total:					416.81
Purchased From Vendor: FUND ACCOUNTING SOLUTION TECHNOLOGIES INC					
FUND ACCOUNTING SOLUTIO	24-1350	06/27/2024	FV DATA PULL - 2ND PULL	002-1175-57170	2,000.00
Purchased From Vendor FUND ACCOUNTING SOLUTION TECHNOLOGIES INC Total:					2,000.00
Purchased From Vendor: GLOBAL INDUSTRIAL					
CITIBANK	3651564152 EE	06/27/2024	EnvEnf-Metal Cable Seal	054-1115-58130	52.84
Purchased From Vendor GLOBAL INDUSTRIAL Total:					52.84

Payables Report 06-27-2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARCOSA CRUSHED CONCRETE	A240763959	06/27/2024	CRUSHED CONCRETE 44.56 T	010-1150-52320	891.20
ARCOSA CRUSHED CONCRETE	A240763960	06/27/2024	CRUSHED CONCRETE 22.47 T	010-1150-52320	449.40
ARCOSA CRUSHED CONCRETE	A240764093	06/27/2024	CRUSHED CONCRETE 42.83 T	010-1150-52320	856.60
ARCOSA CRUSHED CONCRETE	A240764094	06/27/2024	CRUSHED CONCRETE 44.26 T	010-1150-52320	885.20
Purchased From Vendor ARCOSA CRUSHED CONCRETE Total:					8,017.60
Purchased From Vendor: ATMOS ENERGY					
ATMOS ENERGY	3044145298 6/24	06/27/2024	Shrf/Jail-GAS	002-1109-51210	194.26
ATMOS ENERGY	3044145298 6/24	06/27/2024	Shrf/Jail-GAS	002-1110-51210	194.25
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1002-51210	7.65
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1003-51210	7.65
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1006-51210	7.65
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1007-51210	7.65
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1030-51210	11.47
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1060-51210	11.48
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1065-51210	11.48
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1075-51210	7.65
ATMOS ENERGY	3021238810 6/24	06/27/2024	Annex-GAS	002-1080-51210	3.83
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1085-51210	10.78
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1114-51210	10.78
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1115-51210	10.95
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1121-51210	10.78
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1122-51210	10.78
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1123-51210	10.78
ATMOS ENERGY	3021239006 6/24	06/27/2024	Arr Bldg-GAS	002-1124-51210	10.78
ATMOS ENERGY	3024945578 6/24	06/27/2024	Constable-GAS	002-1006-51210	37.82
ATMOS ENERGY	3024945578 6/24	06/27/2024	Constable-GAS	002-1055-51210	37.81
ATMOS ENERGY	4037099191 6/24	06/27/2024	Library-GAS	034-1125-51210	81.87
ATMOS ENERGY	3044128717 6/24	06/27/2024	DL Office-GAS	002-1006-51210	75.63
Purchased From Vendor ATMOS ENERGY Total:					773.78
Purchased From Vendor: BEN E KEITH DFW					
BEN E KEITH DFW	12753633	06/27/2024	Custodial Supplies	002-1109-51135	409.22
BEN E KEITH DFW	12753633	06/27/2024	Prisoner Food	002-1109-54310	1,552.99
BEN E KEITH DFW	12760605	06/27/2024	Prisoner Food	002-1109-54310	338.81
BEN E KEITH DFW	12769741	06/27/2024	Prisoner Food	002-1109-54310	1,067.03
Purchased From Vendor BEN E KEITH DFW Total:					3,368.05
Purchased From Vendor: BENSON BROS. WRECKER SERVICE INC.					
BENSON BROS. WRECKER SER	24-123687	06/27/2024	HEAVY EQUIPMENT HAUL CO	010-1150-52320	750.00
Purchased From Vendor BENSON BROS. WRECKER SERVICE INC. Total:					750.00
Purchased From Vendor: BRET GARRETT					
BRET GARRETT	1791	06/27/2024	HAULING RAP DELTA COUNTY	010-1150-52320	4,900.00
BRET GARRETT	1791	06/27/2024	FUEL SURCHARGE	010-1150-52320	605.50
Purchased From Vendor BRET GARRETT Total:					5,505.50
Purchased From Vendor: BRIGHT STAR SALEM SUD					
BRIGHT STAR SALEM SUD	Acct. 592 5/24	06/27/2024	WATER	010-1150-51220	34.00
Purchased From Vendor BRIGHT STAR SALEM SUD Total:					34.00
Purchased From Vendor: BRODART CO					
BRODART CO	B6794984	06/27/2024	Books	034-1125-51440	106.30
BRODART CO	B6798326	06/27/2024	Books	034-1125-51440	17.96
BRODART CO	B6802459	06/27/2024	Books	034-1125-51440	52.03
Purchased From Vendor BRODART CO Total:					176.29
Purchased From Vendor: CITY OF EMORY					
CITY OF EMORY	Acct. 108 6/24	06/27/2024	Just Ctr-WATER	002-1006-51220	21.50
CITY OF EMORY	Acct. 108 6/24	06/27/2024	Just Ctr-WATER	002-1055-51220	21.50
CITY OF EMORY	Acct. 111 6/24	06/27/2024	SHRF/Jail-WATER	002-1109-51220	796.07
CITY OF EMORY	Acct. 111 6/24	06/27/2024	SHRF/Jail-WATER	002-1110-51220	796.07
CITY OF EMORY	Acct. 761 6/24	06/27/2024	WATER	002-1010-51220	103.48
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1085-51220	6.63
CITY OF EMORY	Acct. 764 6/24	06/27/2024	Arr Bldg-WATER	002-1114-51220	6.63

Fund Summary

Fund	Before	Adjustment	After
Budget Code:Final - Final Budget Fiscal: 2023-2024			
002	1,664,115.00	0.00	1,664,115.00
010	-407,406.00	0.00	-407,406.00
049	11,222.00	0.00	11,222.00
Budget Code Final Total:	1,267,931.00	0.00	1,267,931.00
Grand Total:	1,267,931.00	0.00	1,267,931.00

Budget Adjustment Register**Packet: GLPKT00091 - COMMCT 062724**

June:	212,252.00					
<u>002-1004-59230</u>		RESERVE FOR MAINT/OPER	R&B-RESV M&O TRANS ROAD MATL & SUB CO...	212,252.00	-212,252.00	0.00
June:	-212,252.00					
<u>010-1150-49200</u>		XFER FR GEN FUND	R&B-RESV M&O TRANS ROAD MATL & SUB CO...	-1,435,006.00	-212,252.00	-1,647,258.00
June:	-212,252.00					
<u>010-1150-52320</u>		ROAD MATERIAL	R&B-RESV M&O TRANS ROAD MATL & SUB CO...	675,000.00	200,000.00	875,000.00
June:	200,000.00					
<u>010-1150-53130</u>		SUBCONTRACTED ROADWORK	R&B-RESV M&O TRANS ROAD MATL & SUB CO...	352,600.00	12,252.00	364,852.00
June:	12,252.00					

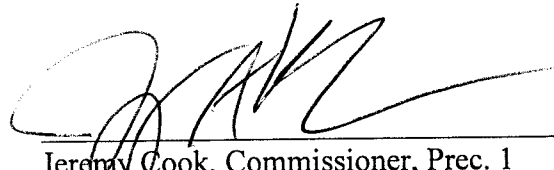
06/27/2024 Liability Payables

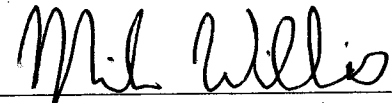
Vendor	Type	Check Date/ACH Date	Account	Amount
Liberty National	ACH payment	7/5/2024	2-0225 HR Insurance Payable	\$655.28
Office of the Attorney General	ACH payment	7/5/2024	2-0228 Child Support Pay	\$842.01
TAC HEBP	Liability Check	6/27/2024	2-0225 HR Insurance Payable	\$68,829.33
Aflac	Liability Check	6/27/2024	2-0320 Aflac Premium Liability	\$942.80
Allied National	Liability Check	6/27/2024	2-0225 HR Insurance Payable	\$3,511.00
Vision Service Plan	Liability Check	6/27/2024	2-0225 HR Insurance Payable	\$573.58
Dearborn National	Liability Check	6/27/2024	2-0225 HR Insurance Payable	\$2,460.94
Lord Abbett - 457 Plan	ACH payment	6/27/2024	2-0226 Deferred Comp	\$523.50
United States Treasury	ACH payment	6/14 & 6/28/24	2-0222 Payroll W/H & 2-0210 FICA	\$70,369.20
				\$148,707.64

+ \$106,298.35
 = \$255,005.99

The Rains County Commissioners Court Approved and Signed the Payment of Accounts
this 27th day of June, 2024.

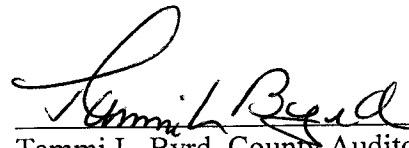

Linda Wallace, County Judge


Jeremy Cook, Commissioner, Prec. 1


Mike Willis, Commissioner, Prec. 2


Korey Young, Commissioner, Prec. 3


Lori Northcutt, Commissioner, Prec 4


Tammi L. Byrd, County Auditor

Involuntary/Voluntary Terminations

Employee	Department	Termination Date
Ken Cagle	Dispatch	6/14/2024

New Hires

Employee	Department	Hire Date	Pay Rate	Classification

Position/Pay Changes

Michael Cowley - Mechanic pay increased from \$19.00 to \$20.00 on 6/17/24, for maintaining 50 units. Already budgeted.

James "Mike" Davis - Road Hand pay increased from \$18.00 to \$19.00 on 6/14/24, for completion of 90 day probation . Already budgeted.

Steven Mayberry - Road Hand pay increased from \$15.00 to \$16.00 on 6/14/24, for completion of 90 day probation . Already budgeted.

Cory Parker - R & B Assistant Administrator pay increased from \$20.55 to \$21.55 on 6/17/24, for additional duties. Already budgeted.

Cynthia Hodge - Library Assistant pay increased from \$10.00 to \$10.50 on 6/24/24, for completion of 90 day probation. Already budgeted.

Office of the Rains County Attorney

Robert F. Vititow

220 W. QUITMAN * SUITE D * EMORY, TEXAS 75440
TELEPHONE (903) 473-5000 x115 * TELECOPIER (903) 473-5085

MEMORANDUM

Date: June 7, 2024

To: Commissioner Court Members Via email to Judge Linda Wallace
Re: County Attorney's Forfeiture Budget for the Fiscal Year Ended August 31, 2024
From: Robert Vititow, County Attorney

Dear Judge Wallace,

Pursuant to Chapter 59 of the Texas Code of Criminal Procedure, I am submitting this budget to the Court.

No action or consideration is necessary on your part with regards to this budget.

Sincerely,

/s/ Robert Vititow

Robert Vititow

Rains County Attorney's Forfeiture Fund Budget

Budget Period: Sept. 1, 2023 - Aug. 31, 2024

Equipment	\$-00.00
Contract Labor	\$6,000.00
Summer Intern	\$6500.00
Office Maintenance/Supplies	\$1000.00

Total	\$13,500.00
-------	-------------

Linda Wallace

From: Michael Hopkins
Sent: Tuesday, June 18, 2024 11:06 AM
To: Linda Wallace
Subject: Jailers O.T.

I forgot to request to be added to agenda the over time for the jailers that had to go to Plano to sit on inmate while in the hospital from eternal bleeding.

Michael Hopkins
Sheriff Michael Hopkins
Rains County Sheriff's Office
313 E. North Street
Emory, TX 75440
Phone (903) 473-3181
Fax (903) 473-3008

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

June 18, 2024

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Rains County, Texas Multi-Jurisdiction
Hazard Mitigation Plan

Dear Jennifer Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the June 18, 2024 review of the referenced Hazard Mitigation plan.

Community Name

- | |
|---|
| 1) Bright Star-Salem Special Utility District |
| 2) East Tawakoni city |
| 3) Emory city |
| 4) Point city |
| 5) Rains County |
| 6) South Rains Special Utility District |

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

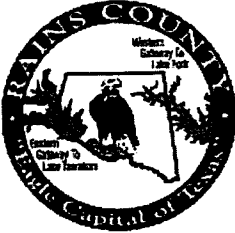
Risk Management Directorate (RMD) SharePoint:

<https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx>

Note: You will be requested to register if you have not already done so.

All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

1. Final draft of the plan in MS Word or pdf format containing:
 - a. The final plan formatted as a single document.
 - b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc....) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
 - c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.
2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:
 - a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
 - i. Subject line [Approval Review for Name of Plan, State]
 - ii. FEMA funding source, grant or disaster number, and project number (when applic
 - iii. list of adopting jurisdictions
 - iv. Plan File name (file name must include date submitted)
3. Submittals which do not conform to the above requirements will be returned to the State for resubmission



RESOLUTION
04-2024



A RESOLUTION OF RAINS COUNTY TEXAS, ADOPTING THE FEMA APPROVED RAINS COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE COUNTY JUDGE AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN.

WHEREAS, Rains County recognizes the threat that natural hazards pose to people and property within the County; and

WHEREAS, Rains County has created a county-wide Hazard Mitigation Plan for itself and its participants which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Rains County, Texas Multi-Jurisdiction Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

WHEREAS, adoption by the Commissioners Court demonstrates our commitment to hazard mitigation and achieving the goals outlined in the Plan; and


WHEREAS, the adoption of this plan will make Rains County eligible to apply for current open and future Hazard Mitigation Grants; and

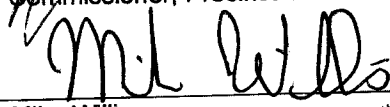
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF RAINS COUNTY:

Section 1. That Rains County adopt the FEMA approved Rains County, Texas Multi-Jurisdiction Hazard Mitigation Plan.

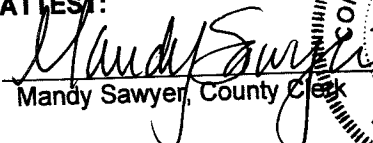
Section 2. That the County Judge be appointed the Chief Executive Officer and Authorized Representative to act on behalf of Rains County in all matters in connection with their portion of the Rains County Multi-Jurisdiction Hazard Mitigation Plan.

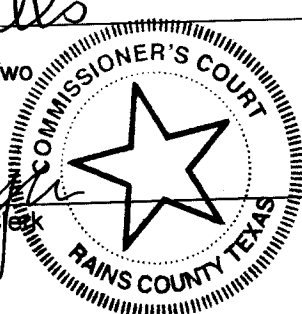
PASSED AND APPROVED ON June 27, 2024.

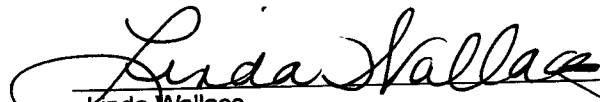

Jeremy Cook
Commissioner, Precinct One

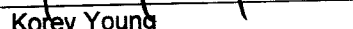

Mike Willis
Commissioner, Precinct Two

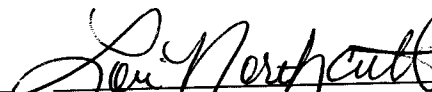
ATTEST:


Mandy Sawyer, County Clerk




Linda Wallace
County Judge


Korey Young
Commissioner, Precinct Three


Lori Northcutt
Commissioner, Precinct Four



PRESS RELEASE

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR IMMEDIATE RELEASE

CONTACT: Jody Seaborn, Senior Media Relations Strategist
(512) 478-8753, ext. 3314 | jodys@county.org

County Judge Inducted as Fellow

Educational effort earns top recognition among colleagues.

Rains County Judge Linda Wallace has been honored by the Texas Association of Counties' (TAC) Texas Judicial Academy for going the extra mile. The academy recognizes county judges who attain significant judicial education beyond state requirements as Fellows.

The academy inducted several county judges as Fellows during its 2024 Spring Judicial Education Session, held March 27-29 in Lubbock.

The Texas Judicial Academy is a partnership between TAC and the Texas Tech University School of Law. The Texas Court of Criminal Appeals oversees the educational program, which includes instruction by higher court judges, law school faculty and representatives of the Texas Probate College and the National Judicial College.

TAC unites, supports and provides services to Texas counties so they can more effectively serve their local communities.

###

In the name and by the authority of the

Texas Judicial Academy

a partnership between

**Texas Tech University School of Law and
Texas Association of Counties**

hereby certifies that

**THE HONORABLE
Linda Wallace
COUNTY JUDGE OF RAINS COUNTY**

*Has completed hours 76.50 of approved study in fiscal year 2023
and is entitled to membership as a*

Fellow of the Academy



TEXAS ASSOCIATION of COUNTIES
JUDICIAL EDUCATION
TEXAS JUDICIAL ACADEMY

Stephanie L. Davis

Hon. Stephanie L. Davis
Chair, County Judges Education Advisory Committee

Nathan Craddock

Hon. Nathan Craddock
President, Texas Association of Counties

ORDER OF SPECIAL ELECTION
(ORDEN DE ELECCION ESPECIAL)

An election is hereby ordered to be held on November 5, 2024 for the purpose of: "Authorizing the creation of the Rains County Assistance District No. 1 and the imposition of a sales and use tax at the rate of 1.5 percent for the purpose of financing the operations of the district."

Por la presente se ordena que se celebre una elección el 5 de noviembre de 2024 con el propósito de: "Autorizar la creación del Distrito de Asistencia N. 1 del Condado de Rains y la imposición de un impuesto sobre las ventas y el uso a una tasa del 1.5 por ciento con el propósito de financiar las operaciones del distrito"

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en):

Rains County Courthouse Annex
220 W. Quitman St., Emory, TX 75440
(sitio)

Between the hours of 8:00 a.m. and 5:00 p.m. beginning on **Monday October 21, 2024** through **Friday, October 25, 2024**. (Entre el horario de 8:00 a. m. y 5:00 p. m. a partir del lunes 21 de octubre de 2023 hasta el miércoles 25 de octubre de 2024)

Between the hours of 8:00 a.m and 5:00 p.m. on **Saturday, October 26, 2024**. Entre las 8:00 a. m. y las 5:00 p. m. el sábado 26 de octubre de 2024.

Between the hours of 9:00 a.m. and 3:00 p.m. on **Sunday, October 27, 2024**. Entre las 9:00 y las 3:00 horas del domingo 27 de octubre de 2024.

Between the hours of 7:00 am – 7:00 pm on **Monday, October 28, 2024** through **Friday, November 1, 2024** Entre las 7:00 am y las 7:00 pm del lunes 28 de octubre de 2024 al viernes 1 de noviembre de 2024

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo debrán enviarse a:)

Lisa Kneifl

(Name of Early Voting Clerk) (Nombre del Secretario (a) de la Votación Adelantado)

220 W. Quitman St. Suite E, Emory, TX 75440

(Address) (Dirección) (City) (Ciudad) (Zona Postal)

Applications for ballots by mail must be **received** no later than the close of business on **Friday, October 25, 2024**. Las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones del viernes 25 de octubre de 2024.

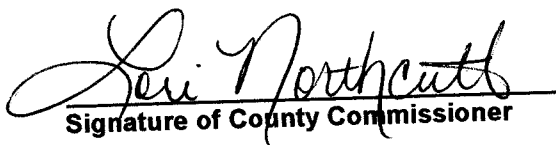
Issued this the 27 day of June, 2024 (Emitida este día 27 de Junio, 2024)

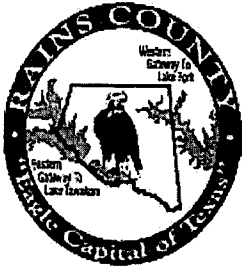

Signature of County Judge


Signature of County Commissioner


Signature of County Commissioner


Signature of County Commissioner


Signature of County Commissioner



COUNTY OF RAINS

Linda Wallace

County Judge

167 E Quitman Street Suite 102

Emory, Texas 75440

Tel: (903) 473-5000

Fax: (903) 473-4298



RECORDED
2024 JUN 21 PM 2:23
J.M. Hargrave

DECLARATION OF A LOCAL STATE OF DISASTER

WHEREAS, the County of Rains on the 21st day of June 2024 has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from the continuous severe weather that has been affecting the state and county since April 26, 2024; and

WHEREAS, the Judge of the County of Rains has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

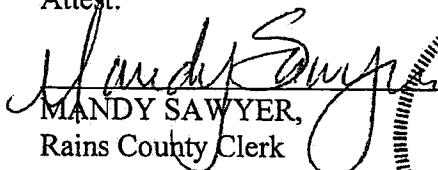
NOW, THEREFORE, BE IN PROCLAIMED BY THE JUDGE OF THE COUNTY OF RAINS:

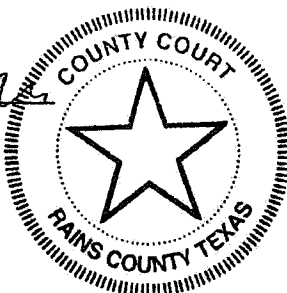
1. That a state of disaster is declared for the County of Rains.
2. That the County Emergency Management Plan has been implemented.
3. That this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the of the County Commissioners Court for the County of Rains, Texas.
4. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 21st day of June, 2024.


LINDA WALLACE
Rains County Judge

Attest:


MANDY SAWYER,
Rains County Clerk



BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James Schmidt

_____, who after being by me duly sworn, did depose and say:

"I, James Schmidt am a duly authorized officer/agent for Contech Engineered Solutions LLC and have been duly authorized to execute the foregoing on behalf of said Contech Engineered Solutions LLC.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Contech Engineered Solutions
LLC 2201 W Royal Ln Ste 260
Irving, TX 75063

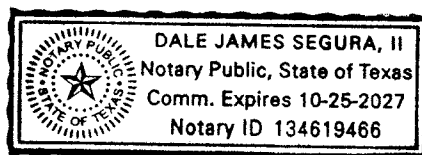
Phone#: 972-590-2000 Fax #: 972-590-2039

By: James Schmidt Title: Inside Sales Coordinator

Signature: _____ SUBSCRIBED AND

SWORN to before me by the above-named James Schmidt

on this the 31st day of May, 2024 Notary Public in and for the State of Texas



BID SHEET CORRUGATED METAL OR PLASTIC PIPE FOR RAINS COUNTY

Please bid the materials you are willing to supply Rains County for the prices indicated below:

CORRUGATED METAL OR PLASTIC PIPE	Unit	Corrugation	Delivered Price
12" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$14.40/LF
15" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$17.28/LF
18" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$21.60/LF
24" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$27.36/LF
30" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$34.56/LF
36" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$41.76/LF
42" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$48.96/LF
48" Diameter	Per Foot	2-2/3"x1/2" 16ga	\$54.72/LF
60" Diameter	Per Foot	5"x1" 16ga	\$93.50/LF
72" Diameter	Per Foot	5"x1" 16ga	\$112.20/LF

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county. All orders must be delivered within five (5) working days. Emergency orders shall be delivered within two (2) working days. Delivery shall be made during normal working hours only, unless prior arrangements are made.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder

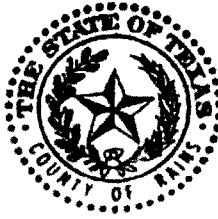
Name: James Schmidt

Signature: 

Date: 5/31/2024

Phone #: 972-590-2000

Company Name and Address: Contech Engineered Solutions LLC
2201 W Royal Ln Ste 260 Irving, TX 75063



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

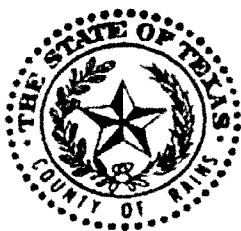
VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: _____ Signature: _____

Date: _____ Phone #: _____

Company Name and Address: _____

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Rain

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James L. Meadows

_____, who after being by me duly sworn, did depose and say:

"I, James L. Meadows am a duly authorized officer/agent for Quad E Construction LLC and have been duly authorized to execute the foregoing on behalf of said James L. Meadows.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: James L. Meadows
640 Johnson Rd.
Lone Oak, Tx 75453

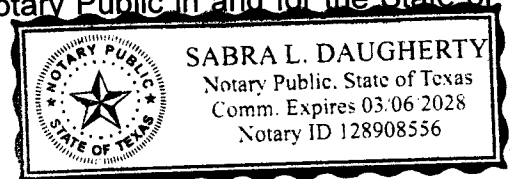
Phone#: (903) 269-7039 Fax #: _____

By: James L. Meadows Title: Owner/Operator

Signature: James L. Meadows SUBSCRIBED AND

SWORN to before me by the above-named James L. Meadows Sabra L. Daugherty

on this the 21st day of June, 2024 Notary Public in and for the State of Texas.



SPECIFICATIONS FOR HAULING
FROM WILLS POINT QUARRY, OIL SAND FROM GREENVILLE
CRUSHED CONCRETE FROM FM 513 YARD
AND ARCOSA MATERIALS AT GARLAND, FORNEY,SUNNYVALE, HUTCHINS--
MARTIN MARIETTA RAIL YARD AT TYLER, LEHIGH HANSON- AT TERRELL RAIL
YARD
FOR
RAINS COUNTY

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.
Bid for pickup at Greenville, Texas with delivery as follows to Rains County countywide.
Bid for pickup at Wills Point Quarry with delivery as follows to Rains County countywide.
Bid for pickup at Garland, Forney Texas, and FM 513 Yard with delivery as follows to Rains County countywide.
Bid for pickup at Martin Marietta rail Yard Tyler Texas with delivery as follows to Rains County countywide.
Bid for pickup Type D, Oil Sand, High Performance yards in Greenville with delivery to Rains County countywide.

Certificates of measurement/weight will be required.

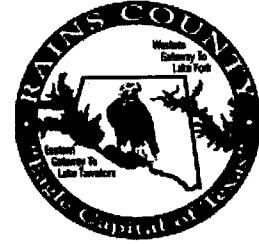
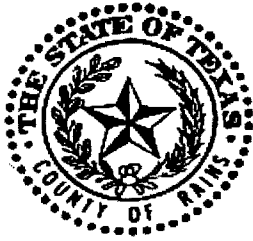
Proof of being a Certified Carrier must be submitted with bid.

Proof of Certificate of Liability Insurance for one million dollars which includes Workers Compensation Insurance must be submitted with bid.

Proof of \$10,000.00 bond must be submitted with bid.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 06/21/2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: James L. Meadows Signature: James L. Meadows

Date: 06/21/2024 Phone #: (903) 269-7029

Company Name and Address: Quad E Construction LLC
640 Johnson Rd.
Doner Oak, Tx 75453

BID SHEET FOR RAINS COUNTY

<u>Hauling From</u>	<u>Material</u>	<u>Measure</u>	<u>Yard Price</u>	<u>Road Price</u>
Greenville, Texas	Oil Sand, Type D	Ton	\$11.00	\$12.50
Will Point Quarry	White Rock	Ton	\$11.00	\$12.50
Garland, Texas	Crushed Concrete	Ton	\$17.00	\$19.00
Forney, Sunnyvale, Texas	Crushed Concrete	Ton	\$15.00	\$17.00
Martin Marietta Rail Yard	Rock, ect.	Ton	\$16.00	\$18.00
Type D, Oil Sand in Greenville	Oil Sand, Type D	Ton	\$11.00	\$12.50
Hutchins, Tx	Crushed Concrete	Ton	\$16.00	\$18.00
Lehigh Hanson Rail Yard	Rock, ect.	Ton	\$12.00	\$14.00



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW

MOTOR CARRIER CERTIFICATE OF REGISTRATION

UCR Registered

TxDMV No. 009894172C

Date Issued:

3/27/2024

USDOT #:

1978460

QUAD E CONSTRUCTION LLC
640 JOHNSON RD
LONE OAK

Having fulfilled the application requirements of the Department of Motor Vehicles (DMV) relating to the registration of commercial motor carriers, this Certificate of Registration is hereby granted to:

QUAD E CONSTRUCTION LLC

**640 JOHNSON RD
LONE OAK, TX 75453-5700**

This Certificate of Registration authorized DMV's issuance of an insurance cab card identifying each Commercial motor vehicle registered with DMV.

VOID IF ALTERED

QUADAE

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
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, the following bond:

One Over Axle/Over Gross

bond with bond number 67034284

for Quad E Construction LLC

as Principal in the penalty amount not to exceed: \$15,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

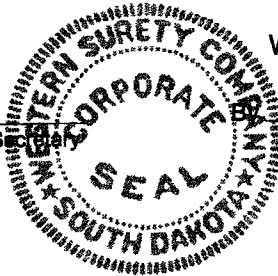
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 18th day of April,
2024.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

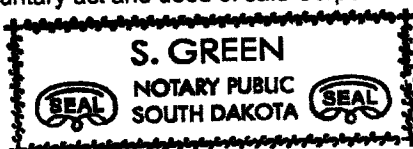
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of April, 2024, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



REFERRNCES

<u>Name & Adress</u>	<u>Representitive</u>	<u>Contact Number</u>	
Lennon Construction LLC 7901 State Hwy 182 Alba, Tx 75410	Clayton Lennon	(903)787-0169	
Alba Dirt Service 420 Quitman St. Alba, Tx 75410	Daymon Wallace	(903)638-9999	
S&S Excavation 5001 CR 4806 Ladonia, Tx 75449	Steve Williams	(903)408-0302	

Named insured

QUAD E CONSTRUCTION LLC
640 JOHNSON RD
LONE OAK, TX 75453

Policy number: 979225962

Underwritten by:
Progressive County Mutual Ins Co
March 28, 2024
Policy Period: Mar 27, 2024 - Mar 27, 2025
Page 1 of 2

progressivecommercial.com

Online Service

Make payments, check billing activity, print
policy documents, update your policy or
check the status of a claim.

1-800-895-2886

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage began the later of March 27, 2024 at 12:01 a.m. or the effective time shown on your application. This policy period ends on March 27, 2025 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms MC1632 (06/04), Z530TX (03/07), Z528TX (03/07), Z228 (01/11), 4852TX (02/19) and 4881TX (02/19).

The named insured organization type is a corporation.

Motor Vehicle Crime Prevention Authority Fee

Your payment includes a \$5.00 fee per vehicle each year. This fee helps fund:

- auto burglary, theft and fraud prevention;
- criminal justice efforts;
- trauma care and emergency medical services for victims of accidents due to traffic offenses; and
- the detection and prevention of catalytic converter thefts.

By law, we send this fee to the Motor Vehicle Crime Prevention Authority (MVCPA).

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$9,791
Bodily Injury and Property Damage Liability	\$500,000 combined single limit		
Uninsured/Underinsured Motorist	Rejected		
Medical Payments	Rejected		
Personal Injury Protection	Rejected		
Comprehensive			595
See Auto Coverage Schedule	Limit of liability less deductible		2,583
Collision			
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$12,969
State Filing Fee			35
Motor Vehicle Crime Prevention Authority Fee			10
Total 12 month policy premium and fees			\$13,014

Rated drivers

1. JAMES MEADOWS


Continued

2. LAURIE MEADOWS

Auto coverage schedule

1. **2000 PETERBILT 357** Stated Amount: * \$36,000 (including Permanently Attached Equip)
 VIN: **1XPADB0X5YD517475** Garaging Zip Code: 75453 Radius: 200 miles
 Personal use: N Body type: Truck Tractor

Liability Premium	Liability Premium				
	\$9496				
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$2,500	\$465	\$2,500	\$1622	\$11,583

2. **1988 KLEMONS Trailer** Stated Amount: * \$14,000 (including Permanently Attached Equip)
 VIN: **1C9CB41D5JM110044** Garaging Zip Code: 75453 Radius: 200 miles
 Personal use: N Body type: Bottom Dump

Liability Premium	Liability Premium				
	\$295				
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$2,500	\$130	\$2,500	\$961	\$1,386

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy	
979225962	Multi-Product

Loss Payee information

1. Loss Payee Auto 1
 FNBETX
 P.O. BOX 520
 GILMER, TX 75644
 2000 PETERBILT 357 (1XPADB0X5YD517475)
2. Loss Payee Auto 2
 FNBETX
 P.O. BOX 520
 GILMER, TX 75644
 1988 KLEMONS Trailer (1C9CB41D5JM110044)

PGUA08F 001457 009 C 008 002 < 1781 TX (02/19) >



Agreement between general contractor and subcontractor to establish independent relationship

Este formulario está disponible en español en el sitio web de la División en
www.tdi.texas.gov/forms/form20numeric.html.
 Para obtener asistencia en español, llame a la División al 800-252-7031.

Part 1. Agreement

1. Type of agreement <input checked="" type="checkbox"/> Blanket agreement or <input type="checkbox"/> Job-site specific agreement	2. Estimated number of employees affected <div style="font-size: 24pt; text-align: center;">0</div>
3. Agreement start date (mm/dd/yyyy) <div style="font-size: 24pt;">07/01/2024</div>	4. Agreement end date (mm/dd/yyyy) <div style="font-size: 24pt;">06/30/2025</div>
Location of job sites affected <i>(Each affected job site must be identified for job-site specific agreements.)</i>	
5. Address (street or PO box, city, state, ZIP code) <div style="font-size: 24pt;">All Rains County Roads</div>	
6. Address (street or PO box, city, state, ZIP code) <div style="font-size: 24pt;">All Rains County Yards</div>	
7. Address (street or PO box, city, state, ZIP code)	

Attach a sheet with additional locations if needed.

Part 2. The general contractor must complete this part.

8. General contractor name	9. Federal tax ID number
10. Address (street or PO box, city, state, ZIP code)	11. Email
12. General contractor's affirmation I declare that the: <ul style="list-style-type: none"> subcontractor meets the qualifications of and is operating as an independent contractor under Texas Labor Code Section 406.121; subcontractor assumes the responsibility of an employer for the performance of work; and subcontractor's employees are not my employees for the purposes of workers' compensation insurance coverage. 	

13. Signature of general contractor

14. Date of signature (mm/dd/yyyy)

Part 3. The subcontractor must complete this part.

15. Subcontractor name

Quad E Construction LLC

16. Federal tax ID number

20-5035605

17. Address (street or PO box, city, state, ZIP code)

640 Johnson Rd., Lone Tx, 75453

18. Email

jmeadows.quade@gmail.com

19. Subcontractor's affirmation

I declare that I:

- meet the qualifications of and operate as an independent contractor under Texas Labor Code Section 406.121;
- assume the responsibility of an employer for the performance of work; and
- my employees are not employees of the general contractor for the purposes of workers' compensation insurance coverage.

20. Signature of subcontractor

Janet Mealer

21. Date of signature (mm/dd/yyyy)

06/21/2024

Notes : This form is provided for workman's compensation insurance, due that Contractor is sole owner/operator with no employees.



QUADECO-01

TBOWLING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Copeland Group USA, LLC
1203 W Loop 281
Longview, TX 75604

CONTACT

NAME:

PHONE (A/C, No, Ext): (903) 297-1991

FAX

(A/C, No): (903) 297-9707

E-MAIL

ADDRESS: PCService@copelandgroupusa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Starstone Specialty Insurance Company

44776

INSURED

Quad E Construction LLC
640 Johnson road
Lone Oak, TX 75453

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G42444621	6/20/2024	6/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy contains endorsement forms:

CG 20 01 04 13

Primary and Noncontributory - Other Insurance Condition

CG 20 33 04 13

Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required In Construction Agreement With You
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Rains County Road and Bridge
167 E. Qultman St.
Emory, TX 75440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



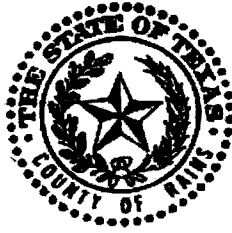
ADDITIONAL REMARKS SCHEDULE

AGENCY Copeland Group USA, LLC		NAMED INSURED Quad E Construction LLC 640 Johnson road Lone Oak, TX 75453	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:
CG 24 04 05 09
Waiver of Transfer of Rights of Recovery Against Others to Us (CG 24 04)



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&S Rockwall 0104 2255 Ridge Rd, Ste 333 Rockwall TX 75087	CONTACT NAME: Kara Burris PHONE (A/C, No, Ext): 972-771-4071 FAX (A/C, No): 972-771-4695 E-MAIL ADDRESS: kara.burris@kandsins.com
INSURED B.C. Henderson Construction, Inc. 3241 RS County Road 1495 Emory TX 75440	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: AXIS Surplus Insurance Company INSURER C: Continental Casualty Company INSURER D: Berkley National Insurance Com INSURER E: Berkley Regional Insurance Co INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1274949625	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EGL005848910	6/9/2024	6/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ECA 3172176-10	6/9/2024	6/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EUL005849010	6/9/2024	6/9/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001197716	1/20/2024	1/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Pollution Liability Contractor's Equipment			CP004886-03-2024 6078763837	4/26/2024 6/9/2024	4/26/2025 6/9/2025	Each Claim 5,000,000 Leased/Rented Equip. 80,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability, Business Auto Liability and Pollution Liability policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

General Liability and Pollution Liability policies contain an endorsement with "Primary and Noncontributory" wording.

General Liability, Business Auto Liability, Pollution Liability and Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER Rains County 220 W Quitman St Emory TX 75440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY K&S Rockwall 0104		NAMED INSURED B.C. Henderson Construction, Inc. 3241 RS County Road 1495 Emory TX 75440
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Umbrella overlays the General Liability, Business Auto Liability and Employers Liability policies.

*ALWAYS REFER TO THE POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Rains

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bryan Henderson

_____, who after being by me duly sworn, did depose and say:

"I, Bryan Henderson am a duly authorized officer/agent for B.C. Henderson Construction, Inc. and have been duly authorized to execute the foregoing on behalf of said _____.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: B. C. Henderson Construction, Inc.
3241 RS County Road 1495
Emory, TX 75440

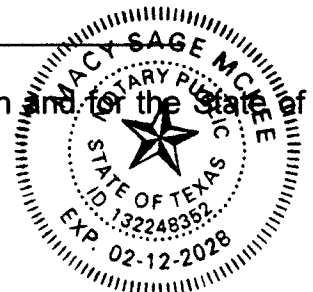
Phone#: 903-896-4835 Fax #: N/A

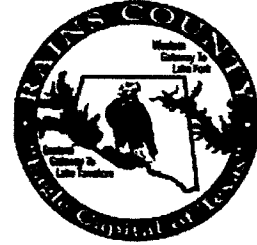
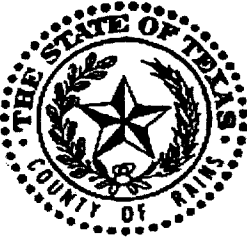
By: Bryan Henderson Title: President

Signature: Bryan Henderson SUBSCRIBED AND

SWORN to before me by the above-named Bryan Henderson

on this the 21st day of June, 2024 Notary Public in and for the State of TX
Mary Sage McKee





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: June 21, 2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
CRushed concrete flex base	TDN	\$3.50 per load.	N/A	\$24	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Bryan Henderson Signature: Bry H

Date: June 21, 2024 Phone #: 903 896-4835

Company Name and Address: B.C. Henderson Construction, Inc.

3241 RS County Road 1495 Emory, TX 75440
Material to be hauled or picked up from our
Greenville yard located at:
250 County Road 1063
Greenville, TX 75401

SPECIFICATIONS FOR FLEX BASE FOR RAINS COUNTY

This material is to be flex base material acceptable to the county. It must meet standards of State Department of Highways Public Transportation 1993 Standard Specifications Item 247 (Type A).

Bid Unit: Ton

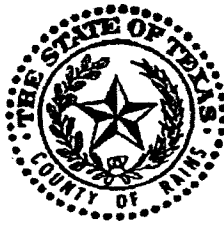
Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025. With delivery FOB from Quarry.

Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "Road and Bridge Materials Bid" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE** at (903) 473-5099.

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Van Zandt

BEFORE ME, the undersigned authority, a Notary Public in and for the State of
Texas _____, on this day personally appeared Brian Woodrum

_____, who after being by me duly sworn, did depose and say:

I, Brian Woodrum am a duly authorized officer/agent
for Woodrum Construction, LLC and have been duly authorized to
execute the foregoing on behalf of said Company

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Woodrum Construction, LLC
441 FM 1395
Edgewood, TX 75117

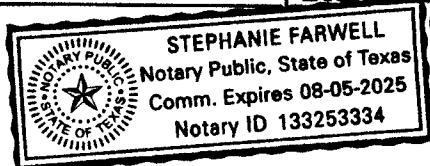
Phone#: 903-896-4350 Fax #: N/A

By: Brian Woodrum Title: Managing Member

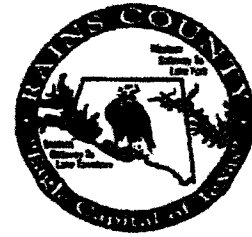
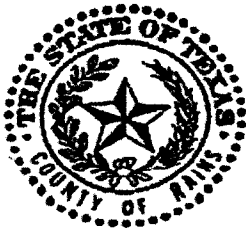
Signature: Don Woodman SUBSCRIBED AND

SWORN to before me by the above-named Brian Woodrum

on this the 21st day of June, 2024 Notary Public in and for the State of
Texas



Sept 11th 1892



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/21/2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Hauling Only from Wills Point	Ton	\$13.25	\$13.25	No Bid	
Hauling only from Greenville	Ton	\$13.25	\$13.25	No Bid	
Hauling Only from Arcosa Plants	Ton	\$17.00	\$17.00	No Bid	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Brian Woodrum Signature: Brian Woodrum

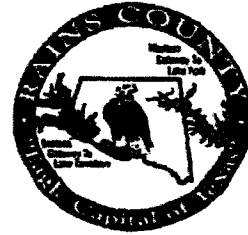
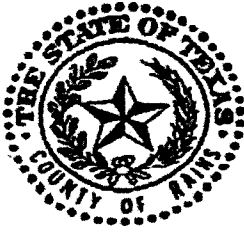
Date: 6/21/2024 Phone #: 903-288-0101

Company Name and Address: Woodrum Construction, LLC

441 FM 1395

Edgewood, TX 75117

Office: 903-896-4350



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/21/2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Hauling Only - Tyler Rail	Ton	\$17.50	\$17.50	No Bid	
N/A _____					
M/A _____					

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Brian Woodrum Signature: *Brian Woodrum*

Date: 6/21/2024 Phone #: 903-288-0101

Company Name and Address: Woodrum Construction, LLC

441 FM 1395

Edgewood, TX 75117

Office: 903-896-4350

**SPECIFICATIONS FOR HAULING
FROM WILLS POINT QUARRY, OIL SAND FROM GREENVILLE
CRUSHED CONCRETE FROM FM 513 YARD
AND ARCOSA MATERIALS AT GARLAND, FORNEY, SUNNYVALE, HUTCHINS--
MARTIN MARIETTA RAIL YARD AT TYLER, LEHIGH HANSON- AT TERRELL RAIL
YARD
FOR
RAINS COUNTY**

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.
Bid for pickup at Greenville, Texas with delivery as follows to Rains County countywide.
Bid for pickup at Wills Point Quarry with delivery as follows to Rains County countywide.
Bid for pickup at Garland, Forney Texas, and FM 513 Yard with delivery as follows to Rains County countywide.
Bid for pickup at Martin Marietta rail Yard Tyler Texas with delivery as follows to Rains County countywide.
Bid for pickup Type D, Oil Sand, High Performance yards in Greenville with delivery to Rains County countywide.

Certificates of measurement/weight will be required.

Proof of being a Certified Carrier must be submitted with bid.

Proof of Certificate of Liability Insurance for one million dollars which includes Workers Compensation Insurance must be submitted with bid.

Proof of \$10,000.00 bond must be submitted with bid.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cozad Insurance Group 617 Chase Dr. Tyler TX 75701		CONTACT NAME: Scott Arnold PHONE (A/C, No, Ext): (903) 561-0181 E-MAIL: scott@cozadins.com FAX (A/C, No): (903) 561-1085 ADDRESS:	
INSURED Woodrum Construction, LLC 441 Fm 1395 Edgewood TX 75117		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co INSURER B: Progressive County Mutual INSURER C: Texas Mutual Insurance Company INSURER D: Ohio Casualty Insurance Co INSURER E: INSURER F:	
		NAIC # 24082 29203 22945 24074	

COVERAGES

CERTIFICATE NUMBER: CL246508002

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS59901072	06/06/2024	06/06/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			982120091	06/06/2024	06/06/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
	UMBRELLA LIAB						COMBINED SINGLE LIMIT EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002093560	06/06/2024	06/06/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Inland Marine - Rented/Leased Equip.			BMO57602546	11/01/2022	11/01/2023	Aggregate Limit	250,000
							Occurrence Limit	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

10255 - Building Material Dealers Other Than Secondhand Material

95410 - Grading Of Land

All policies listed provide automatic additional insured and waiver of subrogation status when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Rains County
167 E Quitman Street
Suite 102
Emory TX 75440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James C. Cozad

© 1988-2015 ACORD CORPORATION. All rights reserved.



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW

MOTOR CARRIER CERTIFICATE OF REGISTRATION

TxDMV No. 007217715C

Date Issued:

4/1/2024

USDOT #:

292103

WOODRUM CONSTRUCTION LLC
441 FM 1395
EDGEWOOD VAN ZANDT

Having fulfilled the application requirements of the Department of Motor Vehicles (DMV) relating to the registration of commercial motor carriers, this Certificate of Registration is hereby granted to:

WOODRUM CONSTRUCTION LLC

**441 FM 1395
EDGEWOOD, TX 75117-3415**

This Certificate of Registration authorized DMV's issuance of an insurance cab card identifying each Commercial motor vehicle registered with DMV.

This Certificate of Registration is not transferable.

VOID IF ALTERED

WOODRU



Form 1753
(Rev. 6/08)

Over Axle and Over Gross Weight Tolerance Permit Bond

Bond Number CMB-21093-00

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Van Zandt

That we, Woodrum Construction, LLC

441 FM 1395

(Street or Box Number)

Edgewood

(City)

as Principal, whose address is

TX 75117-3415

(State, Zip Code)

and

Insurors Indemnity Co.

as Surety,

being a surety company authorized to do business in the state of Texas, are held and firmly bound unto the Texas Department of Transportation and to the counties of this state in the penal sum of Fifteen Thousand and No/100 (\$15,000) dollars, to the payment of which, will and truly be made, we bind ourselves, our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above named Principal will make payment to the Texas Department of Transportation and to the counties of this state for any and all damages that may be sustained to any highway under the jurisdiction of the Texas Department of Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Chapter 662.011, Transportation Code.

This bond shall remain in full force and effect, subject to the following conditions:

1. It is agreed that as of June 6, 2018, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty days written notice to the Texas Department of Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 6th day of June, 2018

Woodrum Construction, LLC

Principal

By: Brian Wood

Signature of Company Representative/Title

By: Insurors Indemnity Co.

Surety

By: Jeremy C. Cozad

Attorney-in-Fact, Jeremy C. Cozad

Countersigned

By: _____

Texas Resident Agent of the Surety

(Signature is required if the bond is not issued in the State of Texas)

(Texas Department of Insurance Number)

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled upon request to be informed about the information that we collect about you. Under §§552.021, 552.023 and 559.004 of the Texas Government Code, you are entitled to receive and review the information, and to have us correct erroneous information.

For questions or complaints concerning the application process for a surety bond, contact the Texas Department of Transportation, Motor Carrier Division at 800-299-1700 or write: TxDOT-MCD, 125 East 11th Street, Austin, TX 78701. For more information, visit our web site at www.txdot.gov



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CMB-21093-00

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

Jeremy C. Cozad of the City of Tyler, 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 acknowledged said Power of Attorney to be the voluntary act and deed of the Company

Shelli Coomes
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 6th day of June, 2018

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 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM



P&C 877 282 1625
Ronds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

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:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
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

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
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 concerniente 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.

INSURORS INDEMNITY COMPANY GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Applicant(s), Principal(s) and Indemnitor(s), collectively referred to as "Undersigned," for the continuing benefit of Insurors Indemnity Company ("Surety") in connection with any Bond executed on behalf of any Indemnitor, Applicant or Principal. The Undersigned hereby certify the truth of all statements in the application, authorize the Surety to verify this information and obtain additional information from any source, including obtaining a credit report for any legitimate purpose as determined by Surety.

The Undersigned jointly and severally agree:

1. To pay the usual premiums, including renewal premiums, in accordance with Surety's rates in effect when each payment is due; and
2. **INDEMNITY:** To defend, completely INDEMNIFY AND HOLD HARMLESS Surety from and against any liability, loss, cost, interest, attorney's fees and expenses whatsoever which Surety shall at any time sustain as Surety or by reason of having been surety on any bond issued for Undersigned, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; and
3. To furnish Surety with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for Undersigned; and
4. Upon demand by Surety for any reason, to deposit current funds with Surety in an amount equal to the reserves posted by Surety and/or any loss or expense paid by Surety. Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond; and
5. That Surety shall have the right to pay, settle, compromise, defend, prosecute or appeal any claim, in its sole discretion. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety; and
6. That Surety may decline to issue any bond and may cancel or amend any bond without cause and without any liability which might arise there from; and
7. That Surety shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for Undersigned, and this agreement shall apply to any such altered bond; and
8. That if a contract or performance bond is issued hereunder, Undersigned hereby assign to Surety any monies now due or hereafter becoming due under the contract; and
9. At Surety's discretion, this General Indemnity Agreement shall be governed in all respects by the laws of the State of Texas and Undersigned hereby consent venue and personal jurisdiction in McLennan County, Texas, in all actions and proceedings arising from or relating to this Agreement; and
10. That this Agreement may be canceled as to subsequent liability by an Undersigned upon written notice to Surety at P.O. Box 2683, Waco, Texas, 76702, effective ten (10) days after the earliest date thereafter upon which Surety could have cancelled all bonds in force for Undersigned; and
11. If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect shall not affect the validity as to any other Undersigned. Should any provision of the Agreement be held invalid, the remaining provisions shall retain their full force and effect; and
12. Undersigned waive any defense that this Agreement was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance upon Undersigned's promise to execute this Agreement. Undersigned understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period; and
13. Undersigned have the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the Obligor, and hereby waive any claim against Surety arising out of any such error or omission; and
14. A facsimile or electronic version of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original.

Dated this 5th day of June, 2018.

Witness signature: Brian Woodrum
Printed name: Brian Woodrum
Home address: 441 FM 1375
City, State Zip: Edgewood, TX 75117

Witness signature: _____
Printed name: _____
Home address: _____
City, State Zip: _____

Witness signature: _____
Printed name: _____
Home address: _____
City, State Zip: _____

Witness signature: _____
Printed name: _____
Home address: _____
City, State Zip: _____

Woodrum Construction, LLC

By: Brian Woodrum
Brian Woodrum

Indemnitor: Brian Woodrum
Brian Woodrum

Indemnitor: _____

Indemnitor: _____



BUSINESS REFERENCES

VAN ZANDT COUNTY

121 EAST DALLAS, SUITE 101

CANTON, TX 75103

SANDY HILL, AUDITOR

auditor@vanzandtcountry.org

903-567-2171

ROAD MATERIALS & HAULING

KAUFMAN COUNTY

3001 S WASHINGTON

KAUFMAN, TX 75142

JACK SEBASTIAN, PURCHASING

jack.sebastian@kaufmancounty.net

469-376-4548

ROAD MATERIALS & HAULING

MX2 CUSTOM HOMES

1411 N OAK DRIVE

GRAND SALINE, TX 75140

BRIAN MILLIORN, OWNER

brianmilliorn@yahoo.com

903-515-0998

ROAD & PAD MATERIALS, DELIVERY & GRADING

M LEE THORNTON DOZER WORK

PO BOX 999

EDGEWOOD, TX 75117

LEE THORNTON, OWNER

214-394-7970

ROAD MATERIALS, DELIVERY, GRADING & EXCAVATION

G&G TRUCKING

10275 FM 275 SOUTH

CUMBY, TX 75433

BRET GARRETT, OWNER

garrettbret@yahoo.com

903-268-6910

ROAD MATERIALS & HAULING

441 FM 1395

EDGEWOOD, TEXAS 75117

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

WOODRUM CONSTRUCTION, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

441 FM 1395

6 City, state, and ZIP code

EDGEWOOD, TX 75117

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 4 3 0 5 4 2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Bree Woodrum

Date ►

1/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

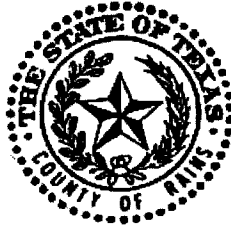
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACISIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Rains

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Matthew Cooley

_____, who after being by me duly sworn, did depose and say:

"I, Matthew Cooley am a duly authorized officer/agent for Texas Materials Group, Inc. and have been duly authorized to execute the foregoing on behalf of said Texas Materials Group, Inc.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Texas Materials Group, Inc.
420 Decker Drive, Ste 200
Irving, Texas 75062

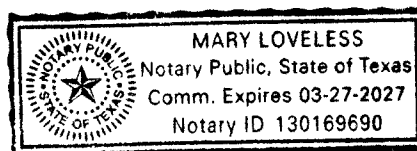
Phone#: 214-741-3531 Fax #: -----

By: Mary Loveless Title: Contracts Administration

Signature: Mary Loveless SUBSCRIBED AND

SWORN to before me by the above-named Matthew Cooley

on this the 14th day of June, 2024 Notary Public in and for the State of Texas.





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: N/A

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
<i>Oil Sand</i>	<i>Ton</i>	<i>N/A</i>	<i>N/A</i>	<i>\$89.⁰⁰</i>	
<i>ASPPM</i>	<i>Ton</i>	<i>N/A</i>	<i>N/A</i>	<i>\$140.⁰⁰</i>	
<i>SSM</i>	<i>Ton</i>	<i>N/A</i>	<i>N/A</i>	<i>\$89.⁰⁰</i>	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Matthew Cooley Signature: [Signature]
Date: 6/21/2024 Phone #: 214-404-8966

Company Name and Address: Texas Materials Group, Inc.
420 Decker Drive, Ste 200
Irving, Texas 75062

SPECIFICATIONS FOR OIL SAND FOR RAINS COUNTY

Asphalt Material: Shall be of the "AC 20" type unless alternate approved by the commissioner shall comprise 4.5% - 7% of finished product by weight.

Aggregate Material: Shall be sand and gravel meeting or exceeding the following:

Passing ½ sieve	100%
Retained on #10 sieve	15 to 25%
Passing #10 sieve, retained on #40 sieve	0 to 25%
Passing #40 sieve, retained on #80 sieve	30 to 70%
Passing #80 sieve, retained on #200 sieve	10 to 30%
Passing #200 sieve	5 to 15%
Density	80 to 95%
Minimum Stability	20

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.

Bid both delivered and undelivered (delivered county wide).

Product must be available on a "as needed bases" during normal business hours Monday thru Friday.

Certificates of measurement/weight will be required.

Proof of Certificate of Liability Insurance INCLUDING Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



Texas Materials
North Texas Area
420 Decker Drive, Suite 200
Irving, TX 75062

T (214) 741 3531
www.texasmaterials.com

Customer References

1. Customer: City of Dallas
Location: 2727A. Municipal St. Dallas, TX. 75215-5515
Contact Information: Rebecca Parrish
Rebecca.parrish@dallascityhall.com
Phone: 214-282-1017
Dollar Amount/ Value of Contract: \$8,000,000 with contract #BY1801.
2. Customer: Peachtree Construction
Location: 5801 Park Vista Circle, Fort Worth, TX. 76244-5629
Contact Information: Barry Clark
jbclark@peachtreecon.com
Phone: 817-741-4658
3. Customer: Premier Paving Ltd.
Location: 1817 Lacy Dr. Fort Worth, TX. 76177
Contact Information: Mike George
mgpriemerpaving@aol.com
Phone: 817-773-9902
Fax: 817-652-0998
4. Customer: City of Fort Worth
Location: 1000 Throckmorton St. Fort Worth, TX. 76102-6311
Contact Information: Lance Wright
Phone: 817-392-8440
Fax: 917-392-8440
5. Customer: Dallas County
Location: 509 Main St.
Contact Information: Mike Gonzales
Phone: 214-957-4769
Fax: 214-653-7449
6. Customer: City of Irving
Location: 845 W. Irving Blvd. Irving, TX. 75060
Contact Information: Darlene Rush
Phone: 972-721-2631
Fax: 972-721-2568



Texas Materials
North Texas Area
420 Decker Drive, Suite 200
Irving, TX 75062

T (214) 741 3531
www.texasmaterials.com

1. Customer: JRJ Paving
Location: P.O. Box 59934, Dallas, TX. 75229
Contact Information: Marty Murphy
Phone: 214-466-8340
Fax: 214-466-8354
2. Customer: Pavecon, Inc.
Location: 3022 Roy Orr Blvd. Dallas, TX. 75050
Contact Information: Tim Wegienka
Phone: 972-263-3223
Fax: 972-263-6551
3. Customer: BRJ Paving
Location: 12448 Rendon Rd. Burleson, TX. 76028
Contact Information: Billy Jones
Phone: 817-478-0927
Fax: 817-478-1672



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035 INSURER B: Liberty Insurance Corporation 42404 INSURER C: INSURER D: INSURER E: INSURER F:
---	---

COVERAGES **CERTIFICATE NUMBER:** 80448158 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-113 XCU Coverage Included	9/1/2023	9/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-123 AS2-C81-054502-523 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WA7-C8D-004095-023 All except OH, ND, WA, WY WC7-C81-004095-013 WI, MN	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Road & Bridge Materials Bid
Certificate Holder and owner (if applicable) are listed as additional insured with regards to the general liability policy for ongoing and completed operations, and automobile liability policies, on a primary and non-contributory basis, where required by written contract. Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law. 30-day Notice of Cancellation.

CERTIFICATE HOLDER

CANCELLATION

Rains County
167 E. Quitman Street, Ste 102
Emory TX 75440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number: AS2-C81-004095-123, AS2-C81-054502-523
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Premium: INCL

Policy Number: AS2-C81-004095-123, AS2-C81-054502-523, TB2-C81-004095-113
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

© 2011, Liberty Mutual Group of Companies. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc.
with its permission.

Page 1 of 1

POLICY NUMBER: TB2-C81-004095-113

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

SCHEDULE**Designated Construction Project(s):**

All Projects.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: TB2-C81-004095-113
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization that qualifies as an additional Insured under this policy.

Condition I. **Other Insurance** under Section VI. **Conditions** is deleted and replaced by the following:

Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance, unless the other insurance is specifically written to be excess of this policy. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

However, this insurance will not seek contribution from any other insurance available to an additional insured shown in the Schedule of this endorsement, provided that:

1. The additional insured is a Named Insured on such other insurance;
2. You have agreed in a written contract or agreement with the designated additional insured to provide insurance for that person or organization on a primary or a primary and noncontributory basis and such agreement was made prior to a "loss" covered by this insurance;
3. "Underlying insurance" includes the person or organization as an additional insured; and
4. "Underlying insurance" provides coverage to the person or organization on a primary and noncontributory basis.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization that qualifies as an additional Insured under this policy.

Condition I. **Other Insurance** under Section VI. **Conditions** is deleted and replaced by the following:

Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance, unless the other insurance is specifically written to be excess of this policy. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

However, this insurance will not seek contribution from any other insurance available to an additional insured shown in the Schedule of this endorsement, provided that:

1. The additional insured is a Named Insured on such other insurance;
2. You have agreed in a written contract or agreement with the designated additional insured to provide insurance for that person or organization on a primary or a primary and noncontributory basis and such agreement was made prior to a "loss" covered by this insurance;
3. "Underlying insurance" includes the person or organization as an additional insured; and
4. "Underlying insurance" provides coverage to the person or organization on a primary and noncontributory basis.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

A. Section VI - CONDITION D. Cancellation Paragraph 1. is deleted and replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:
 - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the first Named Insured.
 - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) the effective date of cancellation stated in the first Named Insured's notice to us.

B. Section VI – CONDITION D. Cancellation paragraph 5. is deleted and replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from a failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to Section VI. - **CONDITION D. Cancellation** and supersedes any provision to the contrary:

If we decide to:

1. cancel or nonrenew this policy; or
2. increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to renew, increase the premium or limit or restrict coverage.

D. The following is added to Section VI. - **CONDITION D. Cancellation.**

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART
EXCESS LIABILITY COVERAGE PART

A. Section VI - CONDITION D. Cancellation Paragraph 1. is deleted and replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:
 - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the first Named Insured.
 - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) the effective date of cancellation stated in the first Named Insured's notice to us.

B. Section VI – CONDITION D. Cancellation paragraph 5. is deleted and replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from a failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to Section VI. - **CONDITION D. Cancellation** and supersedes any provision to the contrary:

If we decide to:

1. cancel or nonrenew this policy; or
2. increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to renew, increase the premium or limit or restrict coverage.

D. The following is added to Section VI. - **CONDITION D. Cancellation.**

If notice is mailed, proof of mailing will be sufficient proof of notice.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023 Effective Date Premium \$

Issued to CRH Americas, Inc.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

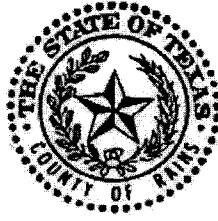
Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-023 Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked **"Road and Bridge Materials Bid"** and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024. Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Ft. Greys

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Casey Johnson

_____, who after being by me duly sworn, did depose and say:

"I, Casey A. Johnson am a duly authorized officer/agent for MAC Asphalt, LLC and have been duly authorized to execute the foregoing on behalf of said MAC Asphalt, LLC.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: MAC Asphalt, LLC DBA Wood County Asphalt
214 County Road 2670
Mineola, TX 75773

Phone#: 903-569-1833 Fax #: _____

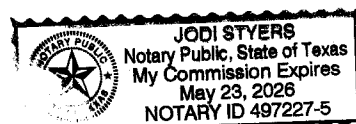
By: Casey Johnson Title: Vice President

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Casey Johnson

on this the 19th day of June, 2024 Notary Public in and for the State of

[Signature]



SPECIFICATIONS FOR OIL SAND FOR RAINS COUNTY

Asphalt Material: Shall be of the "AC 20" type unless alternate approved by the commissioner shall comprise 4.5% - 7% of finished product by weight.

Aggregate Material: Shall be sand and gravel meeting or exceeding the following:

Passing ½ sieve	100%
Retained on #10 sieve	15 to 25%
Passing #10 sieve, retained on #40 sieve	0 to 25%
Passing #40 sieve, retained on #80 sieve	30 to 70%
Passing #80 sieve, retained on #200 sieve	10 to 30%
Passing #200 sieve	5 to 15%
Density	80 to 95%
Minimum Stability	20

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.

Bid both delivered and undelivered (delivered county wide).

Product must be available on a "as needed bases" during normal business hours Monday thru Friday.

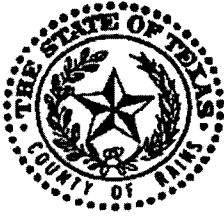
Certificates of measurement/weight will be required.

Proof of Certificate of Liability Insurance INCLUDING Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Type-A PG 64-22 Virgin Htmix	Ton	\$130.00	\$133.00	\$108.00	
Hot oil sand	Ton	\$117.00	\$120.00	\$95.00	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Cassey A. Johnson Signature: [Signature]

Date: 6-19-2024 Phone #: 903-569-1833

Company Name and Address: MAC Asphalt, LLC DBA Wood County Asphalt
214 CR 2670
Mineola, TX 75773

AGENCY CUSTOMER ID: LONGBRI-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Longview Bridge & Road, LTD Named Insured continued below P.O. Box 9036 Longview TX 75808	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CAJ TR Series, LLC
 LJ-CAJ PROPERTIES, LP
 LJ-CAJ GENPAR, LLC
 CAJ LJ ACQUISITIONS, LLC
 CAJ-LJ Nacogdoches County Series, LLC
 LVJ TR HOLDINGS, LP
 LVJ TR HOLDINGS GENPAR, LLC
 LVJ TR ACQUISITIONS, LLC
 LVJ TR FM 449 Series, LLC
 LVJ TR Skinner Lane Series, LLC
 LVJ TR Wood County CR 2670 Series, LLC
 MAC Asphalt, LTD. DBA as Wood County Asphalt
 JLJ ASPHALT MANAGEMENT, LLC
 JLJ HOLDINGS, LTD, LLP
 JLJH GP, LLC
 MAC Transportation Ltd., L.L.P.
 MACT GP, LLC
 MAC Heavy Equipment Ltd., L.L.P.
 MACHE GP, LLC
 Longview Bridge and Road Inc.

Contractors Pollution Policy G72542617002
 Westchester Surplus Lines Ins Co
 09/29/2023 - 09/29/2025
 \$1,000,000 per occurrence; \$2,000,000 aggregate

Site Pollution policy G72542617002
 Westchester Surplus Lines Ins Co
 09/29/2023 - 09/29/2025
 \$1,000,000 per occurrence; \$2,000,000 aggregate

Equipment Policy 100065315223
 Unscheduled Equipment: Limit \$200,000 per occurrence; \$25,000 per item
 Acquired Equipment: Limit \$500,000
 Deductibles:
 \$25,000 except for items with a value of \$1,000,000 or greater, then the deductible is \$50,000
 Valuation: Actual Cash Value - Equipment greater than 5 yrs old; Replacement Cost - Equipment 5 yrs old or newer

Excess Liability policy CXP-010116-01
 Homesite Ins Co of Florida
 09/29/2023 - 09/29/2024
 \$3,000,00 per occurrence; \$3,000,000 aggregate

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder when required by written contract.

The Umbrella and Excess policy is follow form

Lease #3605 A#21260

The certificate holder is included as loss payee as their interest may appear



RAINS COUNTY
Commissioners' Court
167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office ~~prior to June 21, 2024 at 4:30 P.M.~~
Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE** at (903) 473-5099.

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Russell

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tim Brittain

_____, who after being by me duly sworn, did depose and say:

"I, Tim Brittain am a duly authorized officer/agent for Bryan! Bryan Asphalt and have been duly authorized to execute the foregoing on behalf of said Bryan! Bryan Asphalt.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Bryan! Bryan Asphalt
P.O. Box 625
Henderson, Tx 75652

Phone#: 903-657-2391 Fax #: 903-655-0061

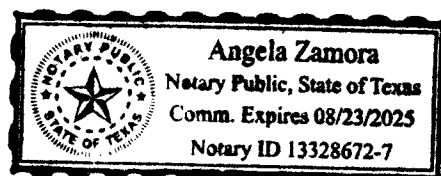
By: Tim Brittain Title: Sales

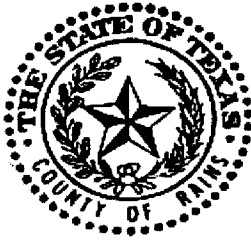
Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Tim Brittain

on this the 10th day of June 2024, 2024 Notary Public in and for the State of Texas.

Angela Zamora





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: <u>Ton</u> Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Road Oil	Ton	\$691 ⁰⁰ /Ton	\$691 ⁰⁰ /Ton	665 ⁰⁰ /Ton	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Tim Brittain Signature: Tim Brittain

Date: 6-10-2024 Phone #: 903-657-2351

Company Name and Address: Bryan Bryan Asphalt
P.O. Box 625 Henderson, TX 75653

SPECIFICATIONS FOR ROAD OIL FOR RAINS COUNTY

Road Oil shall be refined and blended in such a way that the asphalt content shall be from 65% - 80% and the water and sediment content be no greater than 2%.

Bid Unit: ~~Barrel~~ *TON*

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.

Certificates of measurement/weight will be required.

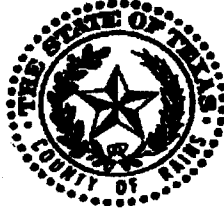
Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.

Delivery of oil by vendor.



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE** at **(903) 473-5099**.

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 06-19-2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
NON- ETHONAL GASOLINE	GALLON	2.9548	2.9548	2.9548	
ETHONAL GASOLINE	GALLON	2.6279	2.6279	N/A	
NON-BIO ON ROAD DIESEL	GALLON	2.8922	2.8922	2.8922	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: JESS JENKINS Signature: 

Date: 06-19-2024 Phone #: 903-473-2857

Company Name and Address: DUKO OIL CO., INC.

PO BOX 217

EMORY TX, 75440

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF RAINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of
TEXAS, on this day personally appeared JESS JENKINS

_____, who after being by me duly sworn, did depose and say:


"I, JESS JENKINS am a duly authorized officer/agent
for DUKO OIL CO., INC. and have been duly authorized to
execute the foregoing on behalf of said DUKO OIL CO., INC.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: DUKO OIL CO., INC.
PO BOX 217
EMORY TX, 75440

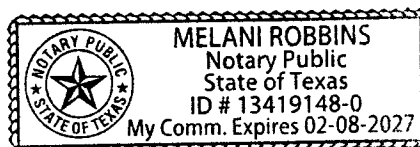
Phone#: 903-473-2857 Fax #: 903-473-0970

By: JESS JENKINS Title: VICE PRESIDENT

Signature: ^{MR}  Melan Robbins SUBSCRIBED AND

SWORN to before me by the above-named Jess Jenkins

on this the 20 day of June, 2024 Notary Public in and for the State of
Texas





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 06-19-2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
NON-BIO DIESEL OFF ROAD	GALLON	2.6972	2.6972	2.6972	
BIO-DIESEL ON ROAD	GALLON	2.8922	2.8922	N/A	
BIO-DIESEL OFF ROAD	GALLON	2.6972	2.6972	N/A	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: JESS JENKINS Signature: 

Date: 06-19-2024 Phone #: 903-473-2857

Company Name and Address: DUKO OIL CO., INC.

PO BOX 217

EMORY, TX 75440

**SPECIFICATIONS FOR FUEL
FOR
RAINS COUNTY**

Bid Unit: Per Gallon

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.
Bid for delivery at County Precinct Yards'

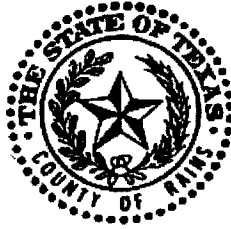
Proof of being a Certified Carrier must be submitted with bid.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.

Bid price to be based on rack price as of date stated on bid form.

Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Linda Wallace, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 21, 2024 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

SPECIFICATIONS FOR OIL SAND FOR RAINS COUNTY

Asphalt Material: Shall be of the "AC 20" type unless alternate approved by the commissioner shall comprise 4.5% - 7% of finished product by weight.

Aggregate Material: Shall be sand and gravel meeting or exceeding the following:

Passing ½ sieve	100%
Retained on #10 sieve	15 to 25%
Passing #10 sieve, retained on #40 sieve	0 to 25%
Passing #40 sieve, retained on #80 sieve	30 to 70%
Passing #80 sieve, retained on #200 sieve	10 to 30%
Passing #200 sieve	5 to 15%
Density	80 to 95%
Minimum Stability	20

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2024 to June 30, 2025.

Bid both delivered and undelivered (delivered county wide).

Product must be available on a "as needed bases" during normal business hours Monday thru Friday.

Certificates of measurement/weight will be required.

Proof of Certificate of Liability Insurance INCLUDING Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 21, 2024
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 27, 2024.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 27, 2024 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2024.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 21, 2024. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. State of Texas Statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

CONTRACT: The bid, when properly accepted by Rains County, shall constitute a contract equally binding between the successful bidder and Rains County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Rains County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make or manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Rains County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Rains County reserves the right to award any cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Rains County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Rains County from claims involving infringements of patents and/or copyrights.

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Rains County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Rains County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Rains County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the written consent of Rains County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Lamar

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Landon Davidson

_____, who after being by me duly sworn, did depose and say:

"I, Landon Davidson am a duly authorized officer/agent for RK-Hall, LLC and have been duly authorized to execute the foregoing on behalf of said RK-Hall LLC.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: RK-Hall, LLC
5020 SE Loop 286
Perd, TX 75460

Phone#: 903 715 5211 Fax #: 903 784 8887

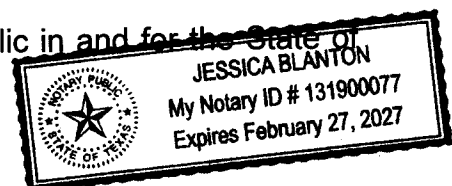
By: Landon Davidson Title: Sales

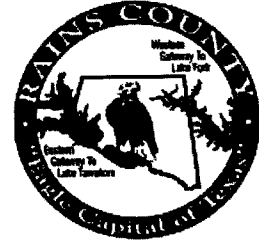
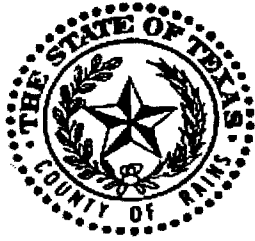
Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Landon Davidson

on this the 19th day of June, 2024 Notary Public in and for the State of Texas

Jessica Blanton





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 06/19/2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Oil Sngl	Ton	93.00	93.00	83.00	
AC 1.5 Cold-Mix	Ton	93.00	93.00	83.00	
High Performance Cold-Mix	Ton	160.00	93.00	150.00	

If additional space is needed for Product or Services, please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: London Davidson Signature: [Signature]

Date: 06/19/2024 Phone #: 903 715 5211

Company Name and Address: RK-Hill, LLC

5020 SE Loop 286

Pais, TX 75460



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: June 19th, 2024

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Grade 4	Ton			40.00	
3/4" Base	Ton			12.00	
1 1/2" Base	Ton			13.00	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: London Davidson Signature: [Signature]

Date: 06/19/2024 Phone #: 903 715 5211

Company Name and Address: RE-Hall, LLC

5020 SE Loop 280

Paris, TX 75460