

RAINS COUNTY, TEXAS SMALL SERVICES CONTRACT

This Small Services Contract (“Agreement”) is made and entered into by and between Rains County, Texas (“County”) and the undersigned Contractor (Brady Environmental Services, Inc.).

1. PURPOSE AND SCOPE

This Agreement is for one-time, non-professional services as described in Exhibit A. Contractor agrees to perform the services in accordance with the terms and conditions of this Agreement.

2. TERM

This Agreement shall begin on November 10, 2025 and end on November 14, 2025, unless terminated earlier under Section 8.

3. COMPENSATION

County agrees to pay Contractor a total amount not to exceed \$4,325.00 in accordance with Exhibit A. Payment will be made within forty-five (45) days after Commissioners Court approval of invoices. County is tax-exempt.

4. CONTRACTOR’S RESPONSIBILITIES

Contractor shall furnish all labor, equipment, and materials necessary to complete the services described in Exhibit A in a safe, competent, and workmanlike manner.

5. INSURANCE REQUIREMENTS

Before commencing work, Contractor must provide proof of insurance with the following minimum coverage levels:

1. Commercial General Liability – \$1,000,000 per occurrence / \$2,000,000 aggregate
2. Automobile Liability – \$300,000 combined single limit
3. Workers’ Compensation – Statutory (if applicable)
4. Employer’s Liability – \$100,000 per accident

Rains County must be named as an additional insured. Policies must provide at least 30 days’ notice of cancellation. Proof of coverage shall be attached to Exhibit C.

6. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Rains County, its officers, and employees from and against any and all claims, damages, or liabilities arising out of Contractor’s negligence or willful misconduct.

7. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, or representative of Rains County.

8. TERMINATION

County may terminate this Agreement for convenience at any time upon written notice. Contractor shall be paid only for work performed up to the termination date.

9. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, including all licensing and permitting requirements.

10. REQUIRED STATUTORY CERTIFICATIONS

Contractor must complete and attach all certifications in Exhibit B, including Conflict of Interest (CIQ), Form 1295, Israel Boycott, Terrorist Organization, E-Verify, and any applicable HB 23 disclosures.

11. VENUE AND GOVERNING LAW

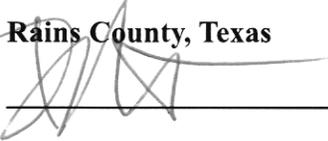
Venue shall be in Rains County, Texas. This Agreement is governed by the laws of the State of Texas.

12. ENTIRE AGREEMENT

This Agreement, including all attached exhibits, constitutes the entire agreement between the parties. No modification shall be valid unless approved by Commissioners Court in writing.

SIGNATURES

Rains County, Texas



Date: _____

Contractor:



Mark Swinnea

Date: November 6, 2025

Date approved or ratified by Commissioners Court _____

EXHIBIT A
SCOPE OF WORK AND COMPENSATION

Describe in detail the services to be performed, including location, schedule, and compensation.

1. Professional Consulting Services during the removal of the identified asbestos-containing materials located at the former DL building in Emory, Texas.
2. Includes project design by a licensed consultant and registered engineer and licensed project manager and air monitoring technician for compliance with the State and Federal Regulations governing asbestos.
3. **Location of work:** 109 Wood Street, Emory, Texas
4. **Materials Provided by County:**
5. Total cost of project is \$4,325.00
6. Rate or Lump Sum: \$4,325.00 To Brady Environmental

7. Total Cost to Rains County: \$4,325.00

EXHIBIT B
REQUIRED LEGAL CERTIFICATIONS

By signing below, Contractor certifies compliance with the following statutes and requirements:

- Conflict of Interest Questionnaire (Gov't Code Chapter 176)
- Form 1295 – Certificate of Interested Parties (Gov't Code §2252.908)
- Non-Israel Boycott Certification (Gov't Code §2271.002)
- Prohibition on Contracting with Terrorist Organizations (Gov't Code §2252.152)
- Verification of Employment Eligibility (E-Verify)
- House Bill 23 – Disclosure of Conflicts (if applicable)

Contractor Signature:  **Date:** November 6, 2025

Mark Swinnea

EXHIBIT C
INSURANCE REQUIREMENTS & PROOF OF COVERAGE

Contractor shall provide proof of insurance with the minimum limits stated in Section 5.
Attach certificates of insurance and indicate below:

Certificate of Insurance attached

County listed as Additional Insured

Policy Numbers / Carriers / Effective Dates: Homeland Ins - 793-01-35-56-0001
Texas Mutual - 0001122848
9.1.25 - 9.1.26

EXHIBIT D
W-9 AND COUNTY CONTACT INFORMATION

Vendor Tax ID (EIN/SSN): 45-0485238

Vendor Mailing Address:

PO Box 2623

Lindale, Texas 75771

Vendor Contact Name / Phone / Email:

Mark Swinnea

903-882-6865

mark@bradyenvironmental.com

County Department Contact: _____

*** Contractor shall provide current W-9 to the County Auditor



BRADENV-01

ACRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2025

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 Hibbs - Hallmark & Co PO Box 8357 Tyler, TX 75711	CONTACT NAME: Amy Cruz	
	PHONE (A/C, No, Ext): (903) 266-5611	FAX (A/C, No): (903) 561-8341
E-MAIL ADDRESS: amy.cruz@hibbshallmark.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Homeland Ins. Co. of New York		34452
INSURER B : Texas Mutual Insurance Company		22945
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Brady Environmental Services Inc.
P. O. Box 2623
Lindale, TX 75771

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 <input checked="" type="checkbox"/> Prof/Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			793-01-35-56-0001	9/1/2025	9/1/2026	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 \$ 2,000,000 EACH POLLUTION \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			793-01-35-56-0001	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			793-01-35-57-0001	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0001122848	9/1/2025	9/1/2026	<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
A	General Liability			793-01-35-56-0001	9/1/2025	9/1/2026	Pollution Liability \$ 1,000,000
A	General Liability			793-01-35-56-0001	9/1/2025	9/1/2026	Professional \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, Certificate Holder is included as additional insured in regard to the General Liability, including Hired & Non-Owned Auto Liability. A Waiver of Subrogation applies in favor of the Certificate Holder in regard to General liability, including Hired & Non-Owned Auto Liability, and Workers Compensation policies.

General Liability:
OBENV GL 326 (05/23) - Hired Auto and Non-Owned Auto Coverage
OBENV GE 346 (01/19) - Additional Insured - Blanket - Ongoing Operations
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

Rains County 220 W Quitman St. Suite A 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 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hibbs - Hallmark & Co		NAMED INSURED Brady Environmental Services Inc. P. O. Box 2623 Lindale, TX 75771 Smith	
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:**

OBENV GE 351(09/20) - Additional Insured - Blanket - Completed Operations

OBENV GL 324 (07/13) - Designated Project(s) General Agg Limit - Automatic Status by Written Contract

OBENV GE 319 (11/20) - Primary and Non-Contributory - Blanket

OBENV GE 320 (11/20) - Waiver of Subrogation - Blanket

Workers Compensation:

WC 42 03 03 04 B - Blanket Texas Waiver of Our Rights to Recover from Others

Excess Liability:

Follows form for the General Liability, with a follow form - Waiver of Subrogation. Excess policy extends over the primary policy for Employers Liability.



COUNTY OF RAINS

BRENT D. HILLIARD

COUNTY JUDGE



Resolution #112625IVB7

STATE OF TEXAS

COUNTY OF RAINS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rains County, Texas, held on the 26th day of November, 2025, on motion made by Commissioner of Precinct __ and seconded by Commissioner of Precinct __, the following Resolution was adopted:

WHEREAS, Rains County desires to enter into a contract with Brady Environmental; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Rains County, Texas:

Directs and authorizes the County Judge to execute all necessary documents as may be required to act in all matters in connection with this matter.

ENACTED UPON IN OPEN COURT on this the 26th day of November, 2025.

Brent D. Hilliard, County Judge

Jeremy Cook, Precinct 1

Mike Willis, Precinct 2

Korey Young, Precinct 3

Lori Northcutt, Precinct 4