

BGS Construction Services

391 Las Colinas Blvd. Suite 130 #637
Irving, Texas 75039

Rains County

Date: August 24, 2026

Proposal: 7770

Phone:

Email: Jeremy.cook@rainscounty.gov

Attn: Jeremy Cook

BGS Construction, hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction improvements at: **Rains County Courthouse, Emory, Texas;**

ASPHALT INSTALLATION OF NEW ADA PARKING AREA

- Saw cut, demo, and remove approximately square feet of old asphalt from in front of the existing concrete handicap ramp. Dispose of material off site.
- Apply Asphalt Tack Bonding Agent to approximately 800 square feet of existing asphalt and base. Install 10 tons of Asphalt Topping Mix Type "D". Level both handicap parking spaces and loading area and compact with a steel wheel vibratory roller. The entire parking spaces and loading area will be ADA approved.
- Once completed we will restripe the entire parking lot, firelanes, parking stripes, painted curb, handicap emblems as prior layout.

Contract Price \$ 6,950.00

(BGS Construction will do this work as a donation to the City of Emory and Rains County.)

Terms and Conditions

1. BGS Construction Services shall not be responsible for and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth of such lines. The owner shall be responsible for calling **DIGTESS** at **1-800-DIGTESS** for the location of underground utility lines. It is further understood that we will not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure or inadequacy was or could have been known.
2. BGS is not responsible for removal of vehicles from areas of parking lot being repaired. BGS will notify you in advance and you must make arrangements to have vehicles removed at owner expense.
3. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties. Any scope of work developed by parties other than BGS are subject to warranty clauses and/or forfeiture if not developed in a manner that is not considered standard industry practice.
4. This contract may be withdrawn by BGS if not accepted within 14 days.
5. Interest of 2% per month shall be charged on any past due balances from the due date of receipt of payment by BGS. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid.
6. State, county, and city sales tax is not included in contract price unless otherwise stated. If applicable to job, then will be billed in addition to final contract price.
7. A facsimile of this document shall be deemed as original and shall be legally binding.
8. BGS Construction Services contract is not to be superseded by any other contracts unless explicitly stated above. It is understood that if the BGS scope is approved and contracted that all listed exclusions, warranties, and clauses will be invoked unless stated in proposal specifically. BGS Construction requires contract to be initialed and entered to construction contract as an exhibit.
9. BGS Construction holds the right to revise pricing and or schedules in relation to circumstances to force majeure. These occurrences include, but are not limited to epidemics, pandemics, acts of God, or unanticipated delays beyond BGS Constructions control.
10. BGS reserves the right to resolve any warranty issues in the most economical way possible that falls in line with standard trade practices. Any third-party consulting, testing, and or engineering that's required will be done at the expense of the customer/owner.
11. It is the responsibility of the owner and or general contractor to provide a safe working environment free of vandalism and or harassment. If additional precautions are warranted outside of the agreed contractual obligations with BGS then alternate safety options can be addressed via change order.
12. State, County, and City permits or permitting requirements are **excluded** unless requested by customer prior to signing contract so BGS can acquire them before starting construction as stated in the contract. All costs will be an additional expense to the contract.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

BGS Construction Services

BY: _____

Shawn Brookshire
President

Date: _____

Cell: 817-475-2842

BGS Construction Services

391 Las Colinas Blvd. Suite 130 #637
Irving, Texas 75039

Rains County

Date: August 25, 2026

Proposal: 7771

Phone:

Email: Jeremy.cook@rainscounty.gov

Attn: Jeremy Cook

BGS Construction, hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction improvements at: **Rains County Courthouse, Emory, Texas;**

OPTION # 1—REPAIR AND SEALCOAT THE PARKING LOT

ASPHALT REPAIRS TO THE PARKING LOT

- Power clean areas to be repaired removing dirt and loose debris. Apply Asphalt Tack Bonding Agent to approximately 840 square feet of failing asphalt areas. Install Asphalt Topping Mix Type "D" and compact with a steel wheel vibratory roller.

SEALCOAT AND RESTRIPE

- Power clean parking lot removing dirt, vegetation, and loose debris from approximately 42,500 sq. ft. of existing asphalt parking lot.
- Apply (2) coats of Asphalt Emulsion Sealer over approximately 42,500 square feet of existing asphalt parking lot and let dry.
- Restripe parking lot as previous layout.

Contract Price \$ 18,800.00

OPTION # 2---ASPHALT OVERLAY THE ENTIRE PARKING LOT

- Power clean the existing parking lot removing dirt and debris and dispose off site.
- Dig out loose debris from the pothole areas and backfill with asphalt and compact until level with surrounding grade.
- Apply Asphalt Bonding Agent to approximately 42,500 square feet of parking. Overlay parking lot using asphalt topping mix type "D" with an average depth of 1 ½" inches and compact with a steel wheel vibratory and pneumatic rollers.
- Restripe the parking lot using the previous layout.

Contract Price \$ 79,800.00

Terms and Conditions

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ACCEPTED:

BGS Construction Services

BY: _____

Shawn Brookshire

President

Cell: 817-475-2842

Date: _____

RESOLUTION #IV.B.7091026

**RESOLUTION OF THE RAINS COUNTY COMMISSIONERS COURT
ACCEPTING DONATION OF LABOR AND MATERIALS****

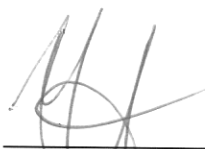
WHEREAS, Mr. Brookshire has offered to donate the labor and materials necessary to repair the bump in the ramp located on the east side of the Rains County Courthouse, in order to improve accessibility and bring the adjacent handicap parking space into compliance; and

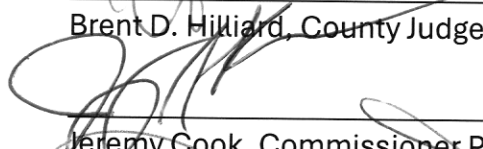
WHEREAS, Mr. Brookshire has also offered to donate labor and materials to restripe the Rains County Courthouse parking lot; and

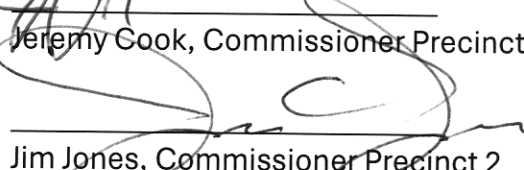
WHEREAS, the Commissioners Court finds that acceptance of this donation serves a public purpose and benefits the citizens and visitors of Rains County;

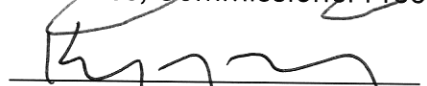
NOW, THEREFORE, BE IT RESOLVED that the Rains County Commissioners Court hereby accepts the donation from Mr. Brookshire of labor and materials for the repair of the east-side Courthouse ramp and for restriping the Courthouse parking lot.

PASSED AND APPROVED by the Rains County Commissioners Court on this the 10th day of September, 2026.



Brent D. Hilliard, County Judge

Jeremy Cook, Commissioner Precinct 1

Jim Jones, Commissioner Precinct 2

Korey Young, Commissioner Precinct 3

Lori Northcutt, Commissioner Precinct 4