

# ***PANOLA COUNTY SHERIFF'S OFFICE***

Office: 903.693.0333  
Fax: 903.693.9366

314 W. Wellington  
Carthage, Texas 75633



**Sheriff Kevin Lake**

September 4, 2019

The Honorable LeeAnn Jones  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Jones,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

Please record the employment of Matthew Williamson as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$14.19 per hour effective September 7, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "K Lake", with a long horizontal stroke extending to the right.

Kevin Lake  
Sheriff

KL/lw

CC: Jennifer Stacy  
Joni Reed

**Honesty, Integrity, Service**

# ***PANOLA COUNTY SHERIFF'S OFFICE***

Office: 903.693.0333  
Fax: 903.693.9366

314 W. Wellington  
Carthage, Texas 75633



**Sheriff Kevin Lake**

September 9, 2019

The Honorable LeeAnn Jones  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Jones,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

Please record the resignation of Colton Haymon as a Detention Officer for the Panola County Sheriff's Office effective September 12, 2019.

Sincerely,

*K. Lake*

A handwritten signature in black ink, appearing to be "K. Lake", written over a horizontal line.

Kevin Lake  
Sheriff

KL/lw

CC: Jennifer Stacy  
Joni Reed

**Honesty, Integrity, Service**

# County Of Panola

HOLLY GIBBS

TAX ASSESSOR - COLLECTOR

PANOLA COUNTY COURTHOUSE

110 S. SYCAMORE, ROOM 211

CARTHAGE, TEXAS 75633

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(903) 693-0340

September 11, 2019

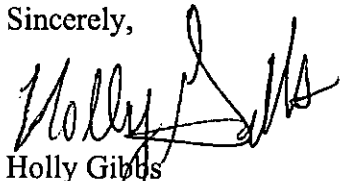
Panola County Commissioners Court  
Panola County Courthouse

Gentlemen:

Please record the employment of Morgan Farr, upon successful completion of the drug test and physical, for the position of Deputy Clerk in the Panola County Tax Office, Property Tax Department, effective September 23, 2019 at the starting salary of \$14.38 per hour.

Thank you for your continued support and cooperation.

Sincerely,



Holly Gibbs  
Tax Assessor- Collector

cc: Joni Reed, County Treasurer  
Jennifer Stacy, County Auditor

September 12, 2019

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Joni Reed, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for James Barton, Temporary Operator, for Panola County Road & Bridge Department, Pct. 2, effective September 19, 2019 at 5:00 pm.

Melanie Earle

*Melanie Earle*

Road and Bridge

Warehouse Coordinator



PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**“Road Oil (Cracked Fuel Oil)”**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

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SIGNATURE OF BIDDER

**PANOLA COUNTY**

**INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**“Road Oil (Cracked Fuel Oil)”**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing until **December 31, 2020**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019**.

MARK ENVELOPES:

**“Road Oil (Cracked Fuel Oil)”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, 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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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

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Signature of Bidder

**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**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.

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

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Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.



ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

## **SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)**

**THE BIDS WILL BE AWARDED BASED ON THE DELIVERY PRICE BUT PANOLA COUNTY RESERVES THE RIGHT TO PROVIDE TRUCKING. Bidders must also supply the name and location of the plant.**

Panola County shall provide as much advance notice as possible; however, supplier must be able to provide 90% of the orders as requested with a 12-hour notice.

It shall be necessary to return loads due to weather, equipment breakdowns, and other reasons beyond our control. There shall be no charge for returned loads.

Price shall include a minimum two (2) hour unloading time.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above-described specifications must be removed by the supplier and will not be paid for. All materials used in these products must comply with State and Federal Environmental Laws and Regulations.

**The estimated quantity to be purchased in 2020 is 100,000 tons.** However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.

Bids shall be submitted on the attached bid sheet.

The successful bidders will supply Panola County with a certified weight ticket on each load delivered to Panola County, at the time of delivery.

The transports must have valves that can be controlled from the cab such that the flow of the oil can be started and stopped on the go.

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SIGNATURE OF BIDDER

### ROAD OIL (CRACKED FUEL OIL)

Delivery will be to jobsite location within a 25-mile radius of the Panola County Warehouse. The County may elect to haul some material. In this case, the supplier will provide loading equipment and personnel to load the county trucks.

### SPECIFICATIONS FOR ROAD OIL (CRACKED FUEL OIL)

	MINIMUM	MAXIMUM
Asphalt content of 100 penetration @ 77 degrees F, %	65	80
Flash Point, C.D.C., degrees C	250	-
Saybolt viscosity at 122 degrees F, mm 2/s	-	1000
Loss at 212 degrees F, 20G, 5H, %	-	3.0
Water and sediment, %	-	2.0
Delivery Temperature, F Degrees	220	250

Distance from plant to Panola County Warehouse \_\_\_\_\_miles.

Transport standby fee \$ \_\_\_\_\_

Restocking fee \$ \_\_\_\_\_

Unloading/spreading fee \$ \_\_\_\_\_

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SIGNATURE OF BIDDER

**BID FORM AND CONTRACT**  
**Road Oil (Cracked Fuel Oil)**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING  
AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE  
DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

This price will not be subject to change during the term of the contract.  
I (we) hereby agree to furnish ROAD OIL to Panola County, Texas delivered to the job site in accordance with the foregoing specifications at the following price:

BID PRICE: FOB PLANT    \$ \_\_\_\_\_ PER TON

BID PRICE: DELIVERED    \$ \_\_\_\_\_ PER TON

EXCEPTIONS:

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\_\_\_\_\_  
SIGNATURE OF BIDDER

Date: \_\_\_\_\_ BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL. #: \_\_\_\_\_

Date Accepted Bid Offer:

PANOLA COUNTY, TEXAS

By: \_\_\_\_\_

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

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Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**“CORRUGATED STEEL PIPE CULVERTS”**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**CORRUGATED STEEL PIPE CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing for a twelve month period.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPES:

**“CORRUGATED STEEL PIPE CULVERTS”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

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INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

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Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

---

Signature of Bidder

## SPECIFICATIONS FOR CORRUGATED STEEL PIPE CULVERTS

1. All pipe must meet Texas DOT specifications.
2. Pipe ends must have annular rerolled ends.
3. Coupling bands shall have annular corrugations and shall be made of the same material as the pipe. The minimum width of the bands shall be as specified in the current Texas DOT Standard Specifications Handbook.
4. All deliveries must be within 14 working days to the County Warehouse or job site, as requested. Most deliveries of pipe 46" and smaller will be to the Warehouse. Larger pipes will generally be delivered to the job site. No additional freight will be paid for job site deliveries.
5. Bids will be awarded separately for galvanized pipe and polymer coated pipe.
6. Any exceptions to these specifications must be plainly stated in the submitted bid package.
7. The estimated quantity to be purchased in **2020 is 30 pipe**. However, the County will not be obligated to purchase the estimated quantity or any other particular quantity during the year.
8. Bids should be submitted on the attached bid form.
9. The term of this contract shall be from **January 1, 2020 to December 31, 2020**.

**BID FORM AND CONTRACT**  
**CORRUGATED STEEL PIPE CULVERTS**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to provide Panola County, Texas for **Fiscal Year 2020**, corrugated steel pipe culverts for the following prices:

ROUND PIPE, 2-2/3 X 1/2 CORRUGATIONS	GALVIN \$/FT.	BAND \$/EA		
12" 16 GA.				
15" 16 GA.				
18" 16 GA.				
24" 16 GA.				
30" 16 GA.				
36" 16 GA.				

ROUND PIPE, 3 X 1 CORRUGATIONS				
48" 14 GA.				
60" 14 GA.				
72" 14 GA.				
84" 14 GA.				
96" 14 GA.				
108" 14 GA.				
112" 12GA.				
120" 12GA.				



• . .

**DELIVERY FEE/CHARGE**\_\_\_\_\_

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**"POLYETHYLENE CORRUGATED CULVERTS"**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

---

SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**POLYETHYLENE CORRUGATED CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing for a twelve month period.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPES:

**“POLYETHYLENE CORRUGATED CULVERTS”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

**INVITATION TO BID**  
**INSTRUCTIONS / TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineation, alteration or erasure made before opening time.

**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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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

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Signature of Bidder

**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**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.

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

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Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder



NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

**SPECIFICATIONS  
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

**POLYETHYLENE CORRUGATED CULVERTS**

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2020 through December 31, 2020**.

**SCOPE:** It is the intent of these specifications to describe new, high-density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

**ESTIMATED QUANTITY:** The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

**DELIVERY:** Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

## **BID FORM AND CONTRACT**

### **POLYETHYLENE CORRUGATED CULVERTS**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

I (we) hereby agree to provide to Panola County, Texas for **Fiscal Year 2020**, polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"		
15"		
18"		
24"		
30"		
36"		
42"		
48"		
60"		
72"		

**DELIVERY FEE/CHARGE** \_\_\_\_\_

Exceptions To Specifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**"GRAVEL"**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**GRAVEL**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing to **December 31, 2020**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019**.

MARK ENVELOPES:

**"GRAVEL"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, 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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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

---

Signature of Bidder



**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**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.

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

---

Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

## **SPECIFICATIONS AND BID FORM FOR GRAVEL**

<u><b>TYPE</b></u>	<u><b>F.O.B.</b></u>	<u><b>DELIVERED</b></u>
<u>Arkansas SB-2 (PER YARDS)</u>	<u>\$</u>	<u>\$</u>
<u>Arkansas 2 ½" D-Ballast (PER YARDS)</u>	<u>\$</u>	<u>\$</u>
<u>Arkansas Rip Rap (PER YARDS)</u>	<u>\$</u>	<u>\$</u>
<u>3"x5" Georgetown rock (PER YARDS)</u>	<u>\$</u>	<u>\$</u>

EXCEPTIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25-mile radius of the Panola County Warehouse.**

In determining the lowest and best bid, the Commissioners Court will consider the pick-up and delivery locations of the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (.50) per yard/per mile as a cost to the County for materials to be picked up at the plant.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible; however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of **CUBIC YARDS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **CUBIC YARDS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above-described specifications must be removed by the supplier and will not be paid for.

**ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.**

**THE ESTIMATED QUANTITY TO BE PURCHASED IS 2000 YARDS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.**



DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**“USED RAILROAD TANK CARS/FLAT CARS”**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**USED RAILROAD TANK CARS/FLAT CARS**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing to **December 31, 2020**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019**.

MARK ENVELOPES:

**“USED RAILROAD TANK CARS/FLAT CARS”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, 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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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

---

Signature of Bidder

**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

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**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.

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

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Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

---

Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

---

Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder



NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

## **USED RAILROAD TANK CARS/FLAT CARS SPECIFICATIONS**

### **TANK CARS**

SIZE	PRICE PER FOOT
8' to 9' diameter/ 30' to 40' long	_____
9 ½' diameter/ 40' to 56' long	_____
10' diameter/50' to 56' long	_____

All tank cars shall have both ends removed and all holes and vents sealed, ready for installation.

All tank cars shall be a thickness of at least ½" steel.

Estimated quantity to be purchased is 4 per year. However, the County will not be obligated to purchase the estimated quantity.

### **TANK CAR EXCEPTIONS TO SPECIFICATIONS**

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## FLAT CARS

SIZE	PRICE PER UNIT
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Under 60' long	_____
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60' to 79' long	_____
-----------------	-------

79' to 90' long	_____
-----------------	-------

All flat cars shall be at least 9' 3" wide with a serviceable wood or steel deck. Cars shall have a carrying capacity of no less than 80,000 pounds.

Prices quoted for tank and flat cars shall include delivery to within 25 miles of the Panola County Warehouse, 1121 East Sabine Street, Carthage, Texas, 75633. Cars are subject to inspection and approval by Panola County prior to delivery.

Estimated quantity to be purchased is 4 per year. However, the County is not obligated to purchase the estimated quantity.

## FLAT CAR EXCEPTIONS TO SPECIFICATIONS

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SIGNATURE

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

MARK ENVELOPE

**“CONCRETE / IRON ORE”**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

---

SIGNATURE OF BIDDER

**PANOLA COUNTY**  
**INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

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

**CONCRETE / IRON ORE**

To provide for an annual contract commencing **January 1, 2020** and continuing to **December 31, 2020**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE**  
**PANOLA COUNTY COURTHOUSE, ROOM 216A**  
**CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 15, 2019**

MARK ENVELOPES:

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE**  
**BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, 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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.



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

---

Signature of Bidder

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 Panola County.

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

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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.

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

---

Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

\_\_\_\_\_  
Signature of Bidder

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

---

Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

## SPECIFICATIONS AND BID FORM FOR CONCRETE / IRON ORE

TYPE	FOB	DELIVERED
2" Minus Pure Crushed Concrete (PER YARD)	\$	\$
3 X 4 Pure Concrete (PER YARD)	\$	\$
2" Minus Crushed Iron Ore (PER YARD)	\$	\$

EXCEPTIONS \_\_\_\_\_

EXCEPTIONS \_\_\_\_\_

EXCEPTIONS \_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25-mile radius of the Panola County Warehouse.**

Panola County will submit payment for the price bid per **CUBIC YARD** only. In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the bidders and the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (\$.50) per yard per mile as a cost to the County for the materials to be picked up at the plant. No surcharge for hauling, fuel, etc... shall be included on invoices.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible; however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of **CUBIC YARDS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **CUBIC YARDS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above-described specifications must be removed by the supplier and will not be paid for.



ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH  
STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS **2000 YARDS**. HOWEVER,  
THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED  
QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M., TUESDAY OCTOBER 15, 2019.**

MARK ENVELOPE

**“CRUSHED LIMESTONE”**

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**“CRUSHED LIMESTONE”**

TO PROVIDE for an annual contract commencing **January 1, 2020** and continuing to **December 31, 2020**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

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**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
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Not later than **1:30 P.M., TUESDAY OCTOBER 15, 2019**.

MARK ENVELOPES:

**“CRUSHED LIMESTONE”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

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**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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Signature of Bidder

**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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1. Meet schedules;
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Breach of contract or default authorizes the county to exercise any of all of the following rights:

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Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

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Signature of Bidder



NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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Signature of Bidder

## **SPECIFICATIONS AND BID FORM FOR CLAY**

<u><b>TYPE</b></u>	<u><b>FOB</b></u>	<u><b>DELIVERED</b></u>
<u><b>0" – 2" CRUSHED LIMESTONE (PER TON)</b></u>	<u><b>\$</b></u>	<u><b>\$</b></u>

EXCEPTIONS \_\_\_\_\_

**F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25-mile radius of the Panola County Warehouse.**

Panola County will submit payment for the price bid per **TONS** only.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible; however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with certified weight ticket indicating the number of **TONS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **TONS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above-described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS **2000 TONS**. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

PANOLA COUNTY, TEXAS

BY: \_\_\_\_\_

**PANOLA COUNTY, TEXAS**

**INVITATION TO BID**

**RETURN BID TO:**

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

**The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.**

**Sealed bids shall be received no later than:**

**1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

**MARK ENVELOPE**

**“PUG MILLING”**

**Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.**

**Panola County appreciates your time and effort in preparing this 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, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.**

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**SIGNATURE OF BIDDER**

**PANOLA COUNTY**  
**INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**PUG MILLING**

**TO PROVIDE for an annual contract commencing January 1, 2020 and continuing to December 31, 2020.**

**IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas 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 interests of Panola County.**

**BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.**

**SUBMISSION OF BIDS: Sealed bids shall be submitted to:**

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

**Not later than 1:30 P.M., TUESDAY, OCTOBER 15, 2019.**

**MARK ENVELOPES:**

**“PUG MILLING”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE**  
**BEFORE OPENING DATE AND TIME**

---

**SIGNATURE OF BIDDER**

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2020 thru December 31, 2020.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, 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 submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

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

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola 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 Panola County Judge.

**IF 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 Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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Signature of Bidder

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

**REFERENCES:** Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

**WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to Panola 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) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

**TERMINATION FOR DEFAULT:** Panola 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. Panola 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.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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Signature of Bidder



ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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 Panola County.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications 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 Panola 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 Panola County, Texas.

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

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

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Signature of Bidder

**NO DISCRIMINATION:** The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

**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 Panola County.

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or 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. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/maker 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 in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. 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.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**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.

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Signature of Bidder

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

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, Panola 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 Panola 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 Panola 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 Carthage, 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 Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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Signature of Bidder

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

---

Signature of Bidder

**INDEMNITY:**

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

- (1) Bidder does not boycott Israel; and
- (2) Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

---

**Signature of Bidder**

## **PANOLA COUNTY**

### **INSTRUCTIONS/TERMS OF CONTRACT**

#### **NOTICE OF INSURANCE SECTION**

**PLEASE READ CAREFULLY**

**Insurance Requirements:** Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have B+ rating or better.

Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per occurrence/\$500,000 by disease aggregate.

Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

**Panola County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Panola County, Texas.**

Panola County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Panola County, Texas through its County Judge, LeeAnn Jones, 110 S. Sycamore Rm 116A, Carthage, TX 75633, thirty (30) days written notice of same.



## **PUG MILLING**

- 1. Description:** This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture through pug mill.
- 2. Delivery/PO:** County and vendor decides how many loads of road oil to be processed on any given day and at that time county personnel shall notify Panola County Road and Bridge Warehouse Coordinator to issue PO for delivery of product.
- 3. Materials:** The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with Rap and sand.
  - a.** The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.
  - b.** RAP shall be screened and/or crushed to 1-inch max size prior to mixing in pug mill with sand and road oil.
  - c.** If 100% sand mix is used for Proposalsding purposes use 6.5% road oil
- 4. Equipment:** All equipment for processing materials shall be maintained in good repair and operating conditions.
  - a.** A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP
  - b.** Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt-metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have minimum rate of 200 tons per hour.
  - c.** The road oil will be supplied by Panola County and each ticket shall have proof of tonnage from the supplier. The Pug mill shall have an asphalt meter that records the total gallons and/or tons from each load.
  - d.** Pug mill shall have a beltway belt scale system that will record and show the tons of material crossing the belt into pug mixer before road oil is mixed with it. Pug mill shall provide digital proof (picture and/or printed ticket), to Panola County Road and Bridge Department.

5. **Payment:** Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined by digital proof and the road oil BOL combined.
6. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1<sup>st</sup> bin used for RAP and the 2<sup>nd</sup> bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposalling purposes and 80% RAP and 2% sand mixture shall be maintained during mixing process.
7. **Bids should be submitted on the attached bid form.**
8. **The term of the contract shall be from January 1, 2020 to December 31, 2020.**
9. **Price Per Ton:**
  - a. **Mixing only sand no screening or crushing of aggregates price will be \$\_\_\_\_\_ per ton**
  - b. **If (RAP) is incorporated and Panola County requires the RAP to be screened, the price will be \$\_\_\_\_\_ per ton.**
  - c. **If Panola County requires the RAP to be screened and oversize crushed the price will be \$\_\_\_\_\_ per ton. These prices are based on finished material.**
  - d. **Each invoice shall identify the location of the work.**

**All labor, fuel, transportation costs necessary to operate the PUG MILL shall be the responsibility of the BIDDER.**

**ALL MATERIALS USED IN THESES PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.**

**THE ESTIMATED QUANTITY TO BE PROCESSED IN 2020 WILL BE AT LEAST 2000 TONS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR**



## EXCEPTIONS TO SPECIFICATIONS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

4. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY      STATE      ZIP**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**DATE**

**ACCEPTED:**

\_\_\_\_\_  
**COUNTY JUDGE**

\_\_\_\_\_  
**DATE**

**Non-collusion affidavit NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola**

\_\_\_\_\_, being first duly sworn, deposes and says that: (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted \_\_\_\_\_, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Title)

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_  
. By: \_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_, 20\_\_

COUNTY OF Panola

PRECINCT NO. 1

### ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct: Fair to good  
with repairs made as needed
2. The extent practicable, the primary causes of road, culvert, and bridge degradation in the precinct: 50 Hunter trucks, timber trucks, bulkfeed & fertilizer trucks
3. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$350,000.00
4. Number of traffic control devices in the precinct defaced or torn down: 78
5. Any new road that should be opened in the precinct: None anticipated at  
this time
6. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Bridge repairs, mxdot,  
recommendations & observation. Road repairs as needed.

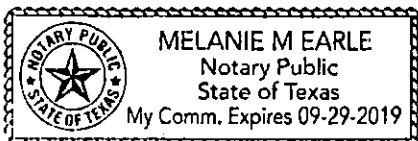
Submitted by the undersigned on this 3 day of September

Ronnie La Grone  
Commissioner, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 3  
day of September.

Melanie M Earle  
Notary Public, State of Texas,

My Commission Expires 9/29/19



COUNTY OF Panola

PRECINCT NO. 2

### ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct: Fair to good with repairs made as needed
2. The extent practicable, the primary causes of road, culvert, and bridge degradation in the precinct: saltwater, timber, bulk feed and fertilizer trucks
3. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$239,982.00
4. Number of traffic control devices in the precinct defaced or torn down: 40
5. Any new road that should be opened in the precinct: None anticipated at this time
6. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Bridge repairs, MTDOT recommendations and observation. Road repairs as needed

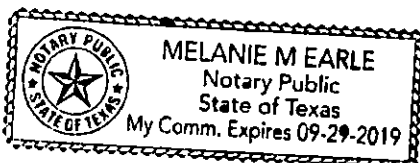
Submitted by the undersigned on this 28 day of August.

[Signature]  
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 28  
day of August.

[Signature]  
Notary Public, State of Texas,

My Commission Expires 9/29/19



COUNTY OF Panola

PRECINCT NO. 3

### ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct: Fair to good with repairs made as needed
2. The extent practicable, the primary causes of road, culvert, and bridge degradation in the precinct: Salvwater, timber, bulkfeed & fertilizer trucks
3. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$350,000.00
4. Number of traffic control devices in the precinct defaced or torn down: 97
5. Any new road that should be opened in the precinct: None anticipated at this time
6. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Bridge repairs, MTDOT recommendations & observation. Road repairs as needed.

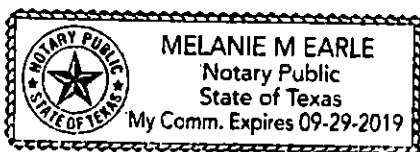
Submitted by the undersigned on this 26 day of August

*Jim M. Felt*  
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 26  
day of August.

*Melanie M Earle*  
Notary Public, State of Texas,

My Commission Expires 9/29/19



COUNTY OF Parola

PRECINCT NO. 4

### ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct: Fair to good with repairs made as needed
2. The extent practicable, the primary causes of road, culvert, and bridge degradation in the precinct: Saltwater, timber, bulkfeed & fertilizer trucks
3. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$450,000.00
4. Number of traffic control devices in the precinct defaced or torn down: 70
5. Any new road that should be opened in the precinct: None anticipated at this time
6. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: Bridge repairs, M&DOT recommendations and observation. Road repairs as needed.

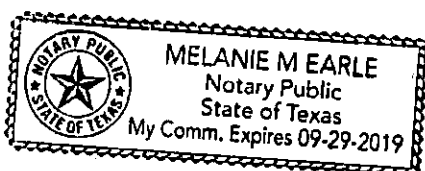
Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_.

Dale LaDon  
Commissioner, Precinct #4

Subscribed and sworn to, before me, the undersigned authority, this 27  
day of August.

Melanie M Earle  
Notary Public, State of Texas,

My Commission Expires 9/29/19





NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Tanos Operating proposes to place a  
(COMPANY NAME)

12" lay-flat (temp) line within the Right-of-Way  
(PIPE SIZE)

of County Road: 311 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of N/A line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown  
by the copies of the drawings attached to this notice. The line will be constructed and  
maintained on the County Right-of-Way as directed by the County Commissioners in  
accordance with current Panola County Specifications.

Construction of this line will begin on or after the 13<sup>th</sup> day of  
September

FIRM Tanos Operating  
BY [Signature]  
TITLE Plantation Landowner  
ADDRESS 821 E SE Loop 323, S.W. 910  
Tulsa, Ok 74111  
PHONE ( / ) 918-5974-8267

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO THE PANOLA COUNTY COMMISSIONER'S COURT

et al

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS  
Panola County is hereby given that

Tonos Operating proposes to place a  
(COMPANY NAME)

12" lay flat (lay) line within the Right-of-Way  
PIPE SIZE

of County Road 3122 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of NA line in Panola County.

The location and description of the proposed line and appurtenances is made fully known  
by the copies of the drawings attached to this notice. The line will be constructed and  
maintained on the County Right-of-Way as directed by the County Commissioners in  
accordance with current Panola County Specifications.

Construction of this line will begin on or after the 13<sup>th</sup> day of  
September

FIRM: Tonos

BY: [Signature]

TITLE: Engineer

ADDRESS: Box 155, Carthage, TX 75701

PHONE: 714-231-6307

# APPROVAL

September 17, 2019

TO: Tanos Operating  
Attn: Randy Permenter  
821 ESE Loop 323, Suite 400  
Tyler, TX 75701

RE: CR #311 & #3122

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **12" lay flat (temp) line** within the right-of-way of County Road #311 & #3122 as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:  COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone



01 pm



AP Liston water 12.5 acre

2/1/2019

Culvert

AP Liston

© 2018 Google

Go

1995

Imagery Date: 4/9/2019

lat

32.341468°

lon

-94.232061°

elev

307 ft



NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

do

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Woodland Midstream Operating, LLC proposes to place a  
(COMPANY NAME)

16" line within the Right-of-Way  
(PIPE SIZE)

of County Road: 301 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of 50' line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown  
by the copies of the drawings attached to this notice. The line will be constructed and  
maintained on the County Right-of-Way as directed by the County Commissioners in  
accordance with current Panola County Specifications.

Construction of this line will begin on or after the 1<sup>st</sup> day of  
November.

FIRM: Synergy Land Group, LLC  
BY: Brady Dugas  
TITLE: Consultant  
ADDRESS: P.O. Box 82009  
Lafayette, LA 70598  
PHONE: (337) 344-2026

# APPROVAL

September 17, 2019

TO: Woodland Midstream Operating, LLC  
Attn: Brady Dugas (Synergy Land Group)  
P.O. Box 82009  
Lafayette, LA 70598

RE: **CR #301 & #312 (Tiller Road)**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **16" line** within the right-of-way of County Roads **#301 & #312 (Tiller Road)** as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone



SAMUEL HANKS  
A-332

RICHARD LEE HOELL ET UX  
CALLED 8.59 AC.  
VOL. 1607, PG. 321

PHILLIP RANDALL CRUMP  
CALLED 29.9 AC.  
VOL. 1064, PG. 649

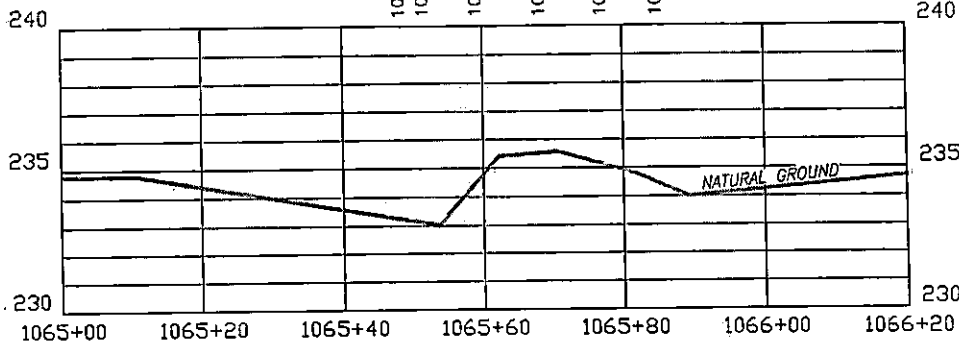
LAT: 32°11'44.57"  
LON: 94°16'17.84"

INTERSECTION OF  
COUNTY ROAD NO. 301  
AND U.S. HWY  
NO. 79 0.7 MILES

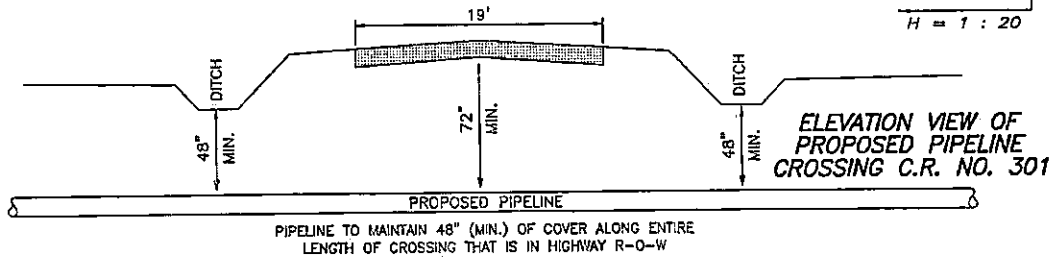
C.R. NO. 301

PROPOSED PIPELINE  
50.00' WITHIN R.O.W.

DITCH  
O.H. ELECTRIC  
DITCH  
WARNING II  
O.H. ELECTRIC  
EDGE ROAD  
C.R. NO. 301  
EDGE ROAD  
DITCH



V = 1 : 5  
H = 1 : 20



Applicant, Elevate Midstream Partners, is a PRIVATE UTILITY company. This proposed pipeline is a NEW UTILITY INSTALLATION along a NON-CONTROLLED ACCESS HIGHWAY in rural Panola County, Texas. The application is for an uncased HIGH PRESSURE GAS LINE.

**Pipeline Specifications:**

- 1) All welding and welder qualification tests shall be in strict accordance with API Standard 1104, latest edition, and the ANSI B31.4 Transportation Systems for Liquid Hydrocarbons and other Liquids, latest edition.
- 2) The pipe spec will be coated 16" OD API-5LX42, with a wall thickness of 0.365" seamless steel pipe.
- 3) Maximum operating pressure of 1300 psig.
- 4) Cathodic protection will be employed throughout the pipeline, using deep anodes, and also impressed current where necessary based on detailed study.
- 5) The accommodation of our angled crossing will not adversely affect the safety, design, construction, operation, maintenance, or stability of the highway.
- 6) The accommodations of our crossing will not be constructed or serviced by direct access from the mainlanes of the highway.

BY: *Brady Dugas* 9-4-19  
BRADY DUGAS DATE  
SYNERGY LAND GROUP, LLC

NOTE: BEARINGS ARE BASED  
ON N.A.D. 1983 DATUM  
JOB NO. T190123-CR 301  
TOPS PIPELINE

**ELEVATE MIDSTREAM PARTNERS**

PROPOSED PIPELINE CROSSING  
COUNTY ROAD NO. 301  
0.7 MILES NORTH OF  
U.S. HWY NO. 79  
PANOLA COUNTY, TX.

SCALE:	DRAWN BY:	DATE:
1" = 20'	H.S.	8-30-19

WARNING: UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. BEFORE ANY EXCAVATION OR CONSTRUCTION OPERATIONS BEGIN THE CONTRACTOR MUST CONTACT ONE CALL UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION.



NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT  
c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS  
Formal notice is hereby given that:

Woodland Midstream Operating, LLC proposes to place a  
(COMPANY NAME)

16"  
(PIPE SIZE) line within the Right-of-Way

of County Road: 312 (Tiller Rd.) as follows:  
(NUMBER OF ROAD)

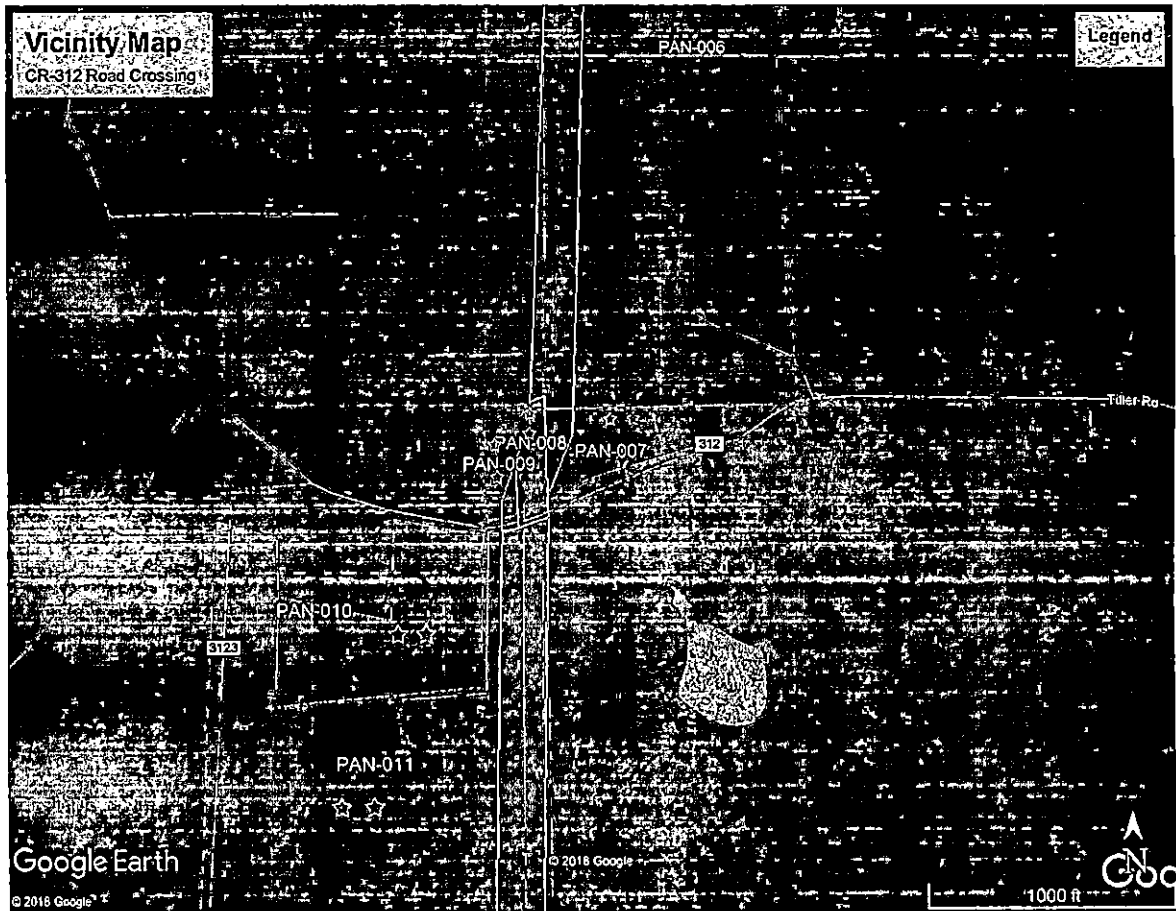
The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of 62.00' line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown  
by the copies of the drawings attached to this notice. The line will be constructed and  
maintained on the County Right-of-Way as directed by the County Commissioners in  
accordance with current Panola County Specifications.

Construction of this line will begin on or after the 1<sup>st</sup> day of  
November

FIRM: Sunergy Land Group, LLC  
BY: Brady Dugas  
TITLE: Consultant  
ADDRESS: PO Box 82009  
Latayette, LA 70598  
PHONE: (337) 349-2026





NOTICE OF PROPOSE INSTALLATION  
PIPE AND / OR UTILITY LINES

DATE 9-9-19

TO : THE PANOLA COUNTY COMMISSIONERS COURT

c / o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby given that :

Eastex Telephone Co-op proposes to place a  
(COMPANY NAME)

BORING INSTALL DUCT & FIBER line within the Right-of-way  
(PIPE SIZE)

of County Road : CR 326 as follows :  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 4,200'.

From the intersection of CR 326 & CR 327 on the southwest corner, Eastex will be boring from existing hand hole and installing duct & fiber going south on west side of CR 326 for approx. 2,800' then cross from west to east side of CR 326 and continue for approx. 1,400'. Also at approx. 3,600' from start of job Eastex will be boring and crossing CR 326 from east to west side. for approx. 60'.

The location and description of the proposed line and appurtenances is more full shown by the copies of drawings attached to this notice. The line will be constructed and maintained on the County Right-of-Way as directed by the County Commissioners in accordance with current Panola County Specifications.

Construction of this line will begin on or after the

9th day of SEPT., 2019

FIRM : EASTEX TELEPHONE CO-OP

BY : Larry Neswold

TITLE : STAKING REPRESENTATIVE

ADDRESS : P. O. BOX 1691

WASKOM, TEXAS 75692

PHONE : ( 903 ) 687-3600

# APPROVAL

September 17, 2019

TO: Eastex Telephone Co-op  
Attn: Larry Goswick  
P.O. Box 1691  
Waskom, TX 75692

RE: **CR #326**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Boring Install Duct & Fiber line** within the right-of-way of County Road **#326** as shown by accompanying drawings and notice except as noted below.

It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:  COUNTY JUDGE

COMMISSIONERS:

Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone





Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, USDA Farm Service Agency, Map data ©2019

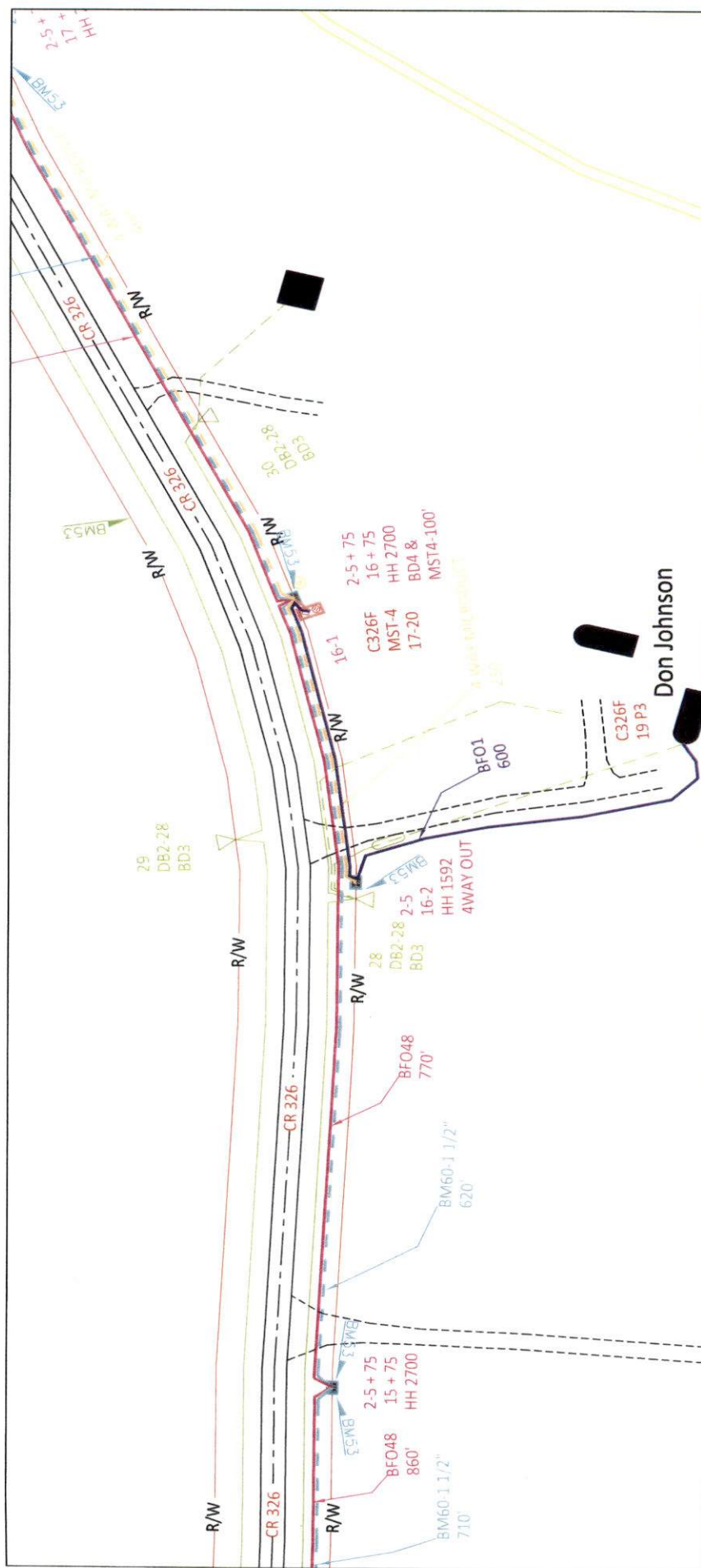
500 ft

Measure distance

Total distance: 4,100.20 ft (1.25 km)



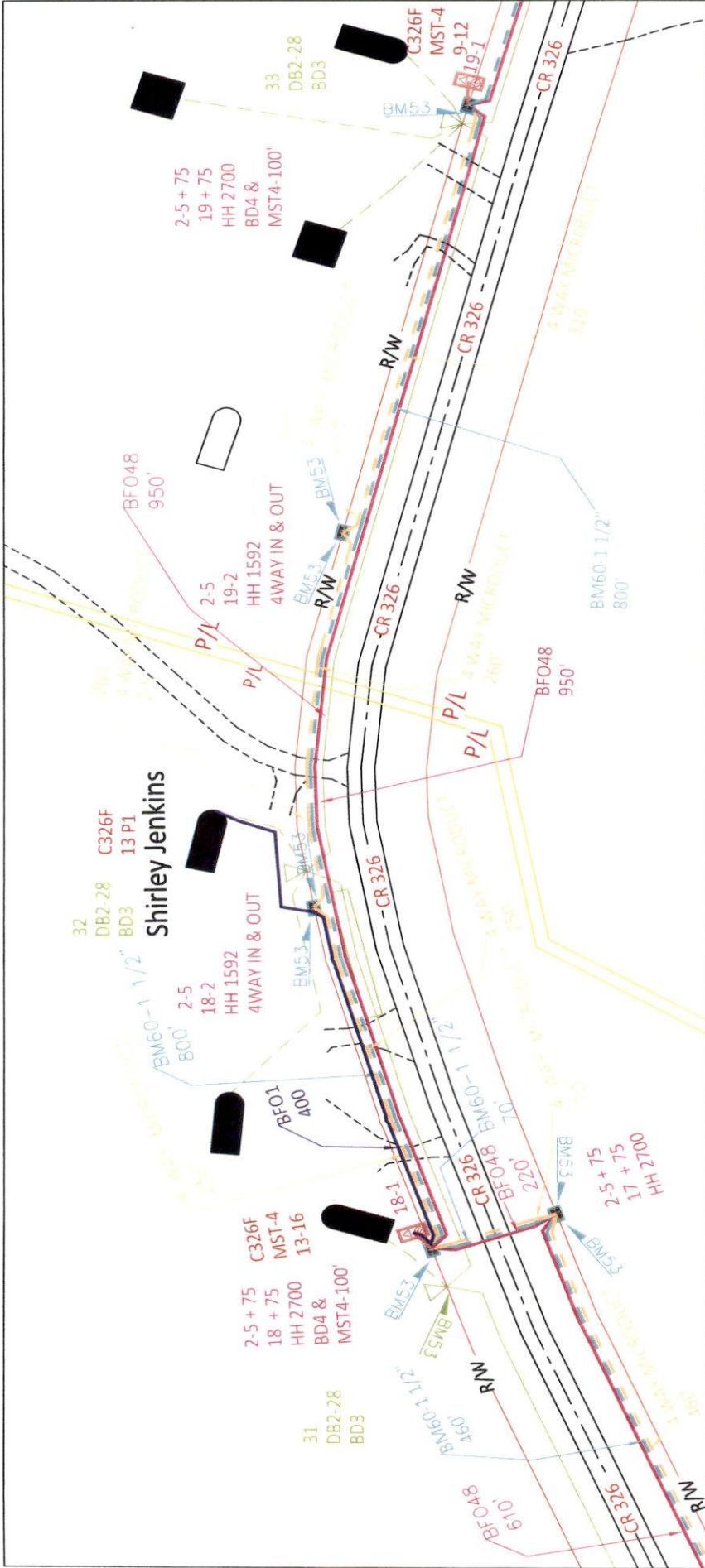





Eastex  
Telephone  
Cooperative, Inc.







Eastex Telephone Cooperative, Inc.																								
EXCHANGE: DBRY																								
COUNTY: PANOLA																								
ROUTE																								
BY: LARRY G																								
JOB NO. 19-08-2575																								
PROJ DESC.																								
AS BUILT DATE																								
																								
SHEET 3 OF 4																								

RT ID	HH ID	PED ID	BD EX	BD4F	MST4 100'	BFC	BFO 48	HH EX	HH PIN 1592	HH PIN 2700	SINGLE MICRO 14 / 10	BM-60 1.25"	BM-60 1.50"	4-WAY MICRO DUCT	7-WAY MICRO DUCT	FIBER POST WGRD	FIBER POST	FIBER PROT 1803	1/2" DUCT	BFO DROP	COPPER PROT 1406	SEBP 6-22	GRD. ROD	# 6 BARE	# 6 INSUL
2-28		31	EX																						
2-5	17						610		1			460	460			1	1						1		
2-5	18						220		1			70	70			1				PRE			1		
2-5	18-1			1	1													1		MADE 400					
2-5	18-2								1				250			1	1						1		
2-28		32	EX											260		1	1						1		
2-5	19-2								1																
2-28		33	EX																						
2-5	19						950			1			800	310		1							1		
2-5	19-1			1	1																				
TOTAL			EX	2	2	0	1780	0	2	3	0	0	1330	1350	0	5	3	1	0	400	0	0	5	0	0

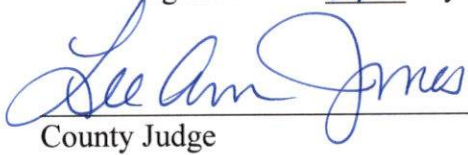


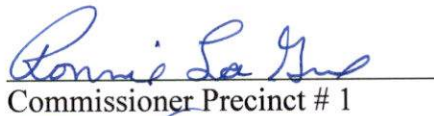


**PANOLA COUNTY**  
**2019**  
**BUDGET AMENDMENT #16**

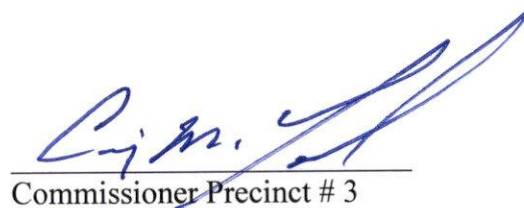
We hereby amend the Panola County Budget for the Fiscal Year 2019 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2019.

Signed on this 17<sup>th</sup> day of September, 2019.

  
County Judge

  
Commissioner Precinct # 1

  
Commissioner Precinct # 2

  
Commissioner Precinct # 3

  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 17<sup>th</sup> day of September, 2019 as the same appears on file in the office of the County Clerk of Panola County.

  
County Clerk



September 17, 2019



Panola County, Texas

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT13981 - 9-17-19 ADJ#16

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001011	2019 COUNTY BUDGET JAN...	ADJ#16 EQUIPMENT FOR IT	9/16/2019

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54990</a>	MISCELLANEOUS	ADJ#16 EQUIPMENT FOR IT	4,500.00	-1,049.00	3,451.00
September:	-1,049.00				
<a href="#">100-409-55270</a>	FURNITURE & EQUIPMENT	ADJ#16 EQUIPMENT FOR IT	7,000.00	1,049.00	8,049.00
September:	1,049.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001012	2019 COUNTY BUDGET JAN...	ADJ#16 TAX OFFICE NEW EMPLOYEE	9/16/2019

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54080</a>	CONTINGENCY	ADJ#16 TAX OFFICE NEW EMPLOYEE	35,513.00	-15,563.00	19,950.00
September:	-15,563.00				
<a href="#">100-499-51040</a>	DEPUTIES	ADJ#16 TAX OFFICE NEW EMPLOYEE	233,860.00	8,640.00	242,500.00
September:	8,640.00				
<a href="#">100-499-52010</a>	SOCIAL SECURITY TAXES	ADJ#16 TAX OFFICE NEW EMPLOYEE	22,104.00	661.00	22,765.00
September:	661.00				
<a href="#">100-499-52020</a>	GROUP MEDICAL & LIFE INSUR	ADJ#16 TAX OFFICE NEW EMPLOYEE	112,216.00	2,400.00	114,616.00
September:	2,400.00				
<a href="#">100-499-52030</a>	RETIREMENT & DEATH BENEFI	ADJ#16 TAX OFFICE NEW EMPLOYEE	69,345.00	2,075.00	71,420.00
September:	2,075.00				
<a href="#">100-499-52060</a>	UNEMPLOYMENT INSURANCE	ADJ#16 TAX OFFICE NEW EMPLOYEE	1,507.00	23.00	1,530.00
September:	23.00				
<a href="#">100-499-52070</a>	OTHER POST EMPLOYMENT BE	ADJ#16 TAX OFFICE NEW EMPLOYEE	64,751.00	1,764.00	66,515.00
September:	1,764.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001013	2019 COUNTY BUDGET JAN...	ADJ#16 GOODWIN LASITER STRONG SCHEMATIC	9/16/2019

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-360-41025</a>	TAX ABATEMENT REVENUE	ADJ#16 GOODWIN LASITER STRONG SCHEMA	-7,358.00	-20,055.00	-27,413.00
September:	-20,055.00				
<a href="#">100-510-54150</a>	PROFESSIONAL SERVICES	ADJ#16 GOODWIN LASITER STRONG SCHEMA	120,000.00	20,055.00	140,055.00
September:	20,055.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001014	2019 COUNTY BUDGET JAN...	ADJ#16 TAHOE PURCHASE FOR SO	9/16/2019

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-560-54540</a>	PARTS REPAIRS GAS AND TRAN	ADJ#16 TAHOE PURCHASE FOR SO	243,000.00	-40,000.00	203,000.00
September:	-40,000.00				
<a href="#">100-560-55270</a>	FURNITURE & EQUIPMENT	ADJ#16 TAHOE PURCHASE FOR SO	146,354.00	40,000.00	186,354.00
September:	40,000.00				

## Budget Adjustment Register

Packet: GLPKT13981 - 9-17-19 ADJ#16

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001015	2019 COUNTY BUDGET JAN...	ADJ#16 JAIL REPAIR & RENOVATIONS	9/16/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-360-41020</a>	MISCELLANEOUS REVENUE	ADJ#16 JAIL REPAIR & RENOVATIONS	-298,556.00	-11,000.00	-309,556.00
September:	-11,000.00				
<a href="#">100-570-54570</a>	REPAIRS AND RENOVATIONS	ADJ#16 JAIL REPAIR & RENOVATIONS	26,000.00	11,000.00	37,000.00
September:	11,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001016	2019 COUNTY BUDGET JAN...	ADJ#16 COUNTY JUDGE COMPUTERS	9/16/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-400-55270</a>	FURNITURE & EQUIPMENT	ADJ#16 COUNTY JUDGE COMPUTERS	450.00	2,718.00	3,168.00
September:	2,718.00				
<a href="#">100-409-54080</a>	CONTINGENCY	ADJ#16 COUNTY JUDGE COMPUTERS	35,513.00	-2,718.00	32,795.00
September:	-2,718.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001017	2019 COUNTY BUDGET JAN...	ADJ#16 AUSTIN SURVEYING	9/16/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-360-41025</a>	TAX ABATEMENT REVENUE	ADJ#16 AUSTIN SURVEYING	-7,358.00	-5,600.00	-12,958.00
September:	-5,600.00				
<a href="#">100-409-54150</a>	PROFESSIONAL SERVICES	ADJ#16 AUSTIN SURVEYING	44,358.00	5,600.00	49,958.00
September:	5,600.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001018	2019 COUNTY BUDGET JAN...	ADJ#16 PURCHASE TRUCK BED	9/16/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">200-622-54080</a>	CONTINGENCY	ADJ#16 PURCHASE TRUCK BED	169,006.00	-10,000.00	159,006.00
September:	-10,000.00				
<a href="#">200-622-55270</a>	FURNITURE & EQUIPMENT	ADJ#16 PURCHASE TRUCK BED	75,000.00	10,000.00	85,000.00
September:	10,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001019	2019 COUNTY BUDGET JAN...	ADJ#16 REPLENISH	9/16/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">200-624-53560</a>	REPAIR AND MAINTENANCE SU	ADJ#16 REPLENISH	118,986.00	20,000.00	138,986.00
September:	20,000.00				
<a href="#">200-624-53570</a>	PARTS AND REPAIRS	ADJ#16 REPLENISH	101,895.00	-20,000.00	81,895.00
September:	-20,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001020	2019 COUNTY BUDGET JAN...	ADJ#16 JAIL IMPROVEMENT FUND	9/17/2019

## Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
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**Budget Adjustment Register****Packet: GLPKT13981 - 9-17-19 ADJ#16**[950-570-55270](#)

JAIL EQUIPMENT

ADJ#16 JAIL IMPROVEMENT FUND

222,090.00

656.00

222,746.00

September: 656.00

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001021	2019 COUNTY BUDGET JAN...	#16 AGRI-LIFE EXTENSION COMMUNICATIONS	9/17/2019

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">100-409-54080</a>	CONTINGENCY	#16 AGRI-LIFE EXTENSION COMMUNICATIONS	35,513.00	-1,200.00	34,313.00
September: -1,200.00					
<a href="#">100-665-54200</a>	COMMUNICATION TELEPHONE	#16 AGRI-LIFE EXTENSION COMMUNICATIONS	2,850.00	1,200.00	4,050.00
September: 1,200.00					

## Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2019	2019 COUNTY BUDGET JA	<a href="#">100-360-41020</a>	MISCELLANEOUS REVENUE	-298,556.00	-11,000.00	-309,556.00
		<a href="#">100-360-41025</a>	TAX ABATEMENT REVENUE	-7,358.00	-25,655.00	-33,013.00
		<a href="#">100-400-55270</a>	FURNITURE & EQUIPMENT	450.00	2,718.00	3,168.00
		<a href="#">100-409-54080</a>	CONTINGENCY	35,513.00	-19,481.00	16,032.00
		<a href="#">100-409-54150</a>	PROFESSIONAL SERVICES	44,358.00	5,600.00	49,958.00
		<a href="#">100-409-54990</a>	MISCELLANEOUS	4,500.00	-1,049.00	3,451.00
		<a href="#">100-409-55270</a>	FURNITURE & EQUIPMENT	7,000.00	1,049.00	8,049.00
		<a href="#">100-499-51040</a>	DEPUTIES	233,860.00	8,640.00	242,500.00
		<a href="#">100-499-52010</a>	SOCIAL SECURITY TAXES	22,104.00	661.00	22,765.00
		<a href="#">100-499-52020</a>	GROUP MEDICAL & LIFE INSURAN	112,216.00	2,400.00	114,616.00
		<a href="#">100-499-52030</a>	RETIREMENT & DEATH BENEFITS	69,345.00	2,075.00	71,420.00
		<a href="#">100-499-52060</a>	UNEMPLOYMENT INSURANCE	1,507.00	23.00	1,530.00
		<a href="#">100-499-52070</a>	OTHER POST EMPLOYMENT BENE	64,751.00	1,764.00	66,515.00
		<a href="#">100-510-54150</a>	PROFESSIONAL SERVICES	120,000.00	20,055.00	140,055.00
		<a href="#">100-560-54540</a>	PARTS REPAIRS GAS AND TRANS. E	243,000.00	-40,000.00	203,000.00
		<a href="#">100-560-55270</a>	FURNITURE & EQUIPMENT	146,354.00	40,000.00	186,354.00
		<a href="#">100-570-54570</a>	REPAIRS AND RENOVATIONS	26,000.00	11,000.00	37,000.00
		<a href="#">100-665-54200</a>	COMMUNICATION TELEPHONE	2,850.00	1,200.00	4,050.00
		<a href="#">200-622-54080</a>	CONTINGENCY	169,006.00	-10,000.00	159,006.00
		<a href="#">200-622-55270</a>	FURNITURE & EQUIPMENT	75,000.00	10,000.00	85,000.00
		<a href="#">200-624-53560</a>	REPAIR AND MAINTENANCE SUPP	118,986.00	20,000.00	138,986.00
		<a href="#">200-624-53570</a>	PARTS AND REPAIRS	101,895.00	-20,000.00	81,895.00
		<a href="#">950-570-55270</a>	JAIL EQUIPMENT	222,090.00	656.00	222,746.00
<b>2019 Total:</b>				<b>1,514,871.00</b>	<b>656.00</b>	<b>1,515,527.00</b>
<b>Grand Total:</b>				<b>1,514,871.00</b>	<b>656.00</b>	<b>1,515,527.00</b>



**FISCAL YEAR 2020**  
**VEHICLE INVENTORY TAX INTEREST FUND**

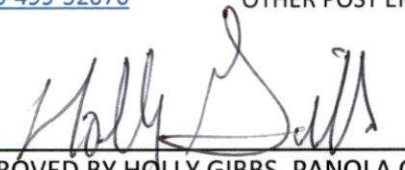
**Fund: 190 - V.I.T. INTEREST  
REVENUES**

<u>190-360-41001</u>	<b>CASH BALANCE</b>	292
	<b>INTEREST EARNINGS</b>	738
		<u><b>1,030</b></u>

**EXPENDITURES**

<u>190-499-51040</u>	DEPUTIES	671
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	52
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	162
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	4
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	131

**Fund 190 Total: 1,030**

  
APPROVED BY HOLLY GIBBS, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

9-10-19  
DATE

In accordance with section 111.095 of the local government code I  
hereby approve and submit this budget to the county budget  
officer.

Form #2201 Rev. 09/2017  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

FILED FOR RECORD  
IN MY OFFICE

AT 9:00 O'CLOCK A M

SEP 26 2019

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY B. Davis DEPUTY

Statement

I, Jacqueline McDonald, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Deputy County Clerk

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 09/13/2019

Jacqueline McDonald  
Signature of Officer

Form #2204 Rev 9/2017

Submit to:

SECRETARY OF STATE

Government Filings Section

P O Box 12887

Austin, TX 78711-2887

512-463-6334

FAX 512-463-5569

Filing Fee: None



OATH OF OFFICE

FILED FOR RECORD  
This space reserved for Office use

AT 9:00 O'CLOCK A M

SEP 26 2019

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Jacqueline McDonald, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy - County Clerk's Office of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jacqueline McDonald  
Signature of Officer

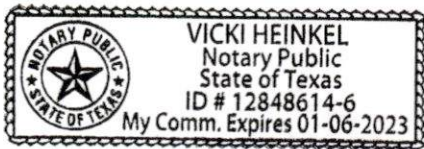
Certification of Person Authorized to Administer Oath

State of Texas

County of Panola

Sworn to and subscribed before me on this 11th day of September, 2019.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



Vicki Heinkel

Signature of Notary Public or

Signature of Other Person Authorized to Administer An  
Oath

Vicki Heinkel

Printed or Typed Name

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### Special Warranty Deed

**Date:** September 9, 2019

**Grantor:** CITY OF CARTHAGE, TEXAS, a municipal corporation,  
by and through Olin Joffrion, Mayor Pro Tem of the City of Carthage  
P.O. Box 400  
Carthage, Panola County, Texas 75633

**Grantee:** PANOLA COUNTY, TEXAS by and through Lee Ann Jones, County Judge of  
Panola County, Texas  
Panola County Courthouse  
110 South Sycamore Room 216-A  
Carthage, Panola County, Texas 75633

**Consideration:** Mutual benefits to the parties from the mutual exchange of properties by the parties.

**Property (including any improvements):**

All that certain 2.529 acre tract of land, a part of the ADOLPHUS MOORMAN Survey, Abstract No. 427, Panola County, Texas, being a portion of Block Nos. 130 and 129 of the City of Carthage, Texas, and being a part of that certain tract of land called 14.0 acres described in a deed from Joe Williams, Bobby J. Williams, and Joyce Sharpe, to the City of Carthage, dated December 31, 1981, recorded in Vol. 710, Page 782 of the Deed Records of Panola County, Texas, and also being a small portion of that certain called 60.437 acre tract of land described in a deed from Panola County Junior College District to the City of Carthage, dated December 20, 1974, recorded in Vol. 588, Page 407 of the said Panola County Deed Records, and the said 2.529 acre subject tract is more particularly described as follows:

COMMENCING at a 60D nail set for the Northwest corner of the above mentioned parent tract called 14.0 acres in the Southwest Right-of-Way line of Southwest Loop Highway No. 149, same being the Northeast corner of the above mentioned tract called 60.437 acres;

THENCE North 63° 54' 07" West with the said Loop Right-of-Way line and Northeast boundary line of the said called 60.437 acre parent tract a distance of 2.10 feet to a 1/2-inch iron rod set for a corner;



THENCE South 13° 10' 21" East along a low steel pipe banister a distance of 412.26 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING of the herein described 2.529 acre subject tract at its Northwest corner;

THENCE North 77° 01' 43" East, crossing the East boundary line of the said called 60.437 acre tract and the West boundary line of the said called 14.0 acre tract at 1.60 feet, and continuing on for a total distance of 260.34 feet to a 1/2-inch iron rod set for a corner;

THENCE South 15° 06' 59" East a distance of 412.42 feet to a 1/2-inch iron rod set for a corner;

THENCE South 77° 01' 43" West a distance of 274.33 feet to a 2-inch steel post found for a corner, said corner being 1.57 feet West of the East boundary line of the said called 60.437 acre tract;

THENCE North 13° 10' 21" West along the aforesaid low steel pipe banister a distance of 412.14 feet to the Point of Beginning, containing a total area of 2.529 acres.

The parties agree that the Grantor may use the property that is the subject of this Deed without cost if the property is available at the time of the Grantor's request.

**Reservations and Exceptions to Conveyance and Warranty:**

All of the oil, gas and other minerals are excepted and reserved, and subject to all covenants, restrictions, reservations, easements, conditions and rights apparent or appearing of record.

All right, title, and interest in and to all Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

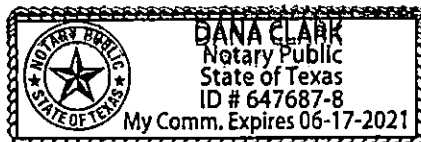
**CITY OF CARTHAGE, TEXAS**

By:   
OLIN JOFFRION, MAYOR PRO TEM

**THE STATE OF TEXAS §**

**COUNTY OF PANOLA §**

This instrument was acknowledged before me on September 9, 2019, by OLIN JOFFRION, Mayor Pro Tem, City of Carthage, Texas, a municipal corporation, on behalf of said corporation.



  
NOTARY PUBLIC, State of Texas



# Austin Surveying & Mapping

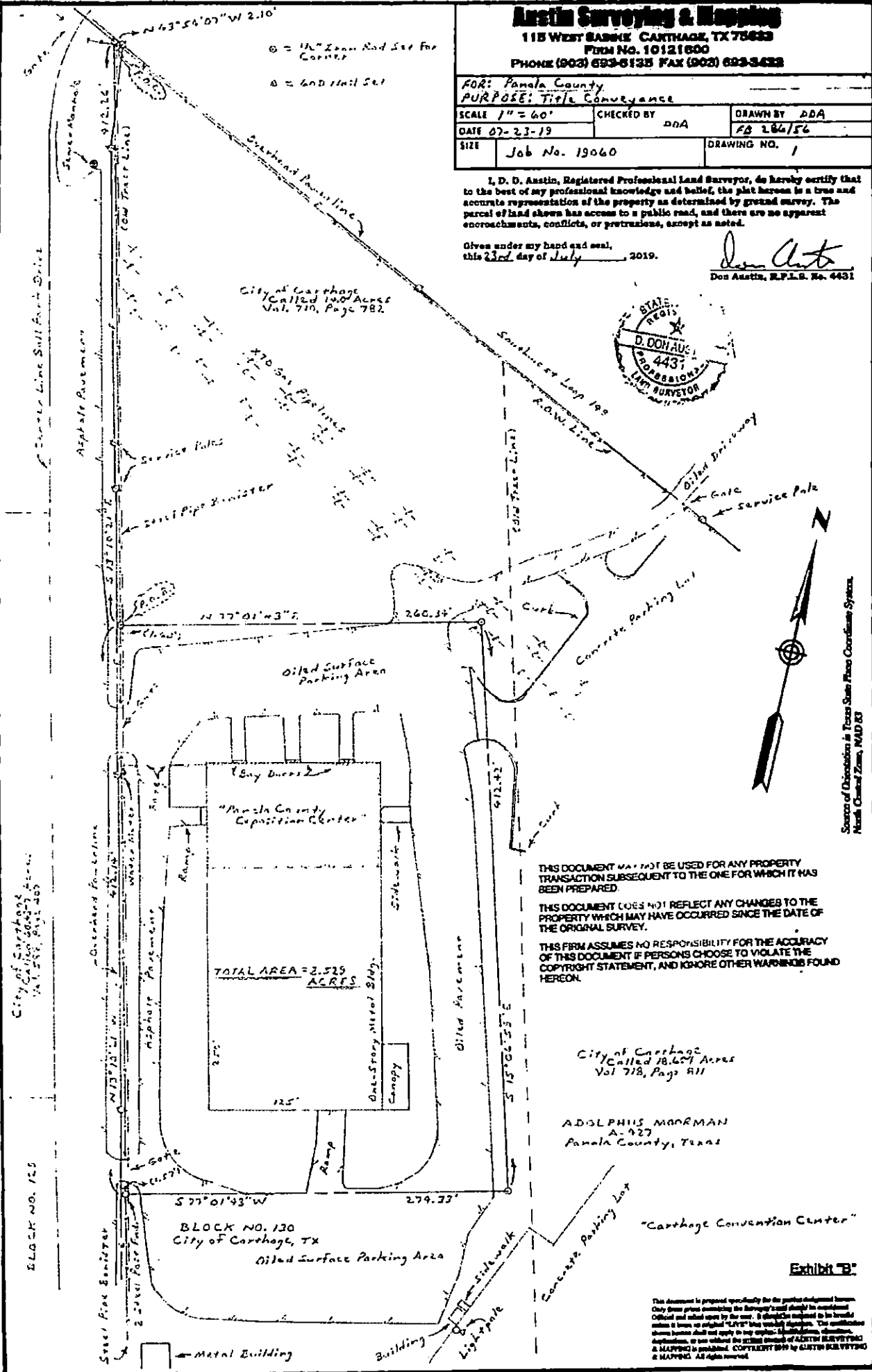
115 WEST BARKER CARTHAGE, TX 75823  
FIRM NO. 10121800  
PHONE (903) 693-6135 FAX (903) 693-3432

FOR: <u>Panola County</u>		
PURPOSE: <u>Title Conveyance</u>		
SCALE <u>1" = 60'</u>	CHECKED BY <u>DDA</u>	DRAWN BY <u>DDA</u>
DATE <u>07-21-19</u>		<u>FB 186/56</u>
SHEET <u>1</u>	Job No. <u>19060</u>	DRAWING NO. <u>1</u>

I, D. O. Austin, Registered Professional Land Surveyor, do hereby certify that to the best of my professional knowledge and belief, the plat herein is a true and accurate representation of the property as determined by ground survey. The parcel of land shown has access to a public road, and there are no apparent encroachments, conflicts, or protrusions, except as noted.

Given under my hand and seal, this 23rd day of July, 2019.

*Don Austin*  
Don Austin, R.P.L.S. No. 4431



THIS DOCUMENT MAY NOT BE USED FOR ANY PROPERTY TRANSACTION SUBSEQUENT TO THE ONE FOR WHICH IT HAS BEEN PREPARED.

THIS DOCUMENT DOES NOT REFLECT ANY CHANGES TO THE PROPERTY WHICH MAY HAVE OCCURRED SINCE THE DATE OF THE ORIGINAL SURVEY.

THIS FIRM ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS DOCUMENT IF PERSONS CHOOSE TO VIOLATE THE COPYRIGHT STATEMENT, AND IGNORE OTHER WARNINGS FOUND HEREON.

City of Carthage  
Called 18.674 Acres  
Vol 718, Page 811

ADOLPHUS MOORMAN  
A-927  
Panola County, Texas

"Carthage Convention Center"

Exhibit "B"

This document is prepared specifically for the professional surveyor. Only those persons authorized by the surveyor shall be permitted to use it. It is the responsibility of the surveyor to ensure that it is used only for the purpose for which it was prepared. It is not to be used for any other purpose. The surveyor assumes no responsibility for the accuracy of this document if persons choose to violate the copyright statement, and ignore other warnings found hereon. A MAPING is prohibited. COPYRIGHT 1999 by AUSTIN SURVEYING & MAPPING. All rights reserved.

Source of Disposition is Texas State Plane Coordinate System, North Central Zone, NAD 83

**RESOLUTION 2019-11**

**A RESOLUTION RATIFYING THE EXCHANGE OF 2.529 ACRES IN THE ADOLPHUS MOORMAN SURVEY ABSTRACT NO. 427 AND .468 ACRES IN THE GEORGE GOODWIN SURVEY ABSTRACT NO. 224 BETWEEN THE CITY OF CARTHAGE, TEXAS AND PANOLA COUNTY, TEXAS**

---

The City Commission of the City of Carthage, Texas hereby approves the exchange of property owned by the City of Carthage, Texas described as follows:

All that certain 2.529 acre tract of land, a part of the ADOLPHUS MOORMAN Survey, Abstract No. 427, Panola County, Texas, being a portion of Block Nos. 130 and 129 of the City of Carthage, Texas and fully described on the attached Exhibit A.

For property owned by Panola County, Texas described as follows:

All that certain 0.468 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224, Panola County, Texas and fully described on the attached Exhibit B.

THEREFORE, BE IT RESOLVED, by the City Commission of the City of Carthage, Texas:

That the Mayor of the City of Carthage, Texas, is authorized and empowered to execute all documents necessary to exchange the above referenced properties between the City of Carthage, Texas and Panola County, Texas.

PASSED this 9<sup>th</sup> day of September, 2019.



Olin Joffrion,  
Mayor Pro Tem, City of Carthage

ATTEST:



City Secretary

**Exhibit "A"**

All that certain 2.529 acre tract of land, a part of the ADOLPHUS MOORMAN Survey, Abstract No. 427, Panola County, Texas, being a portion of Block Nos. 130 and 129 of the City of Carthage, Texas, and being a part of that certain tract of land called 14.0 acres described in a deed from Joe Williams, Bobby J. Williams, and Joyce Sharpe, to the City of Carthage, dated December 31, 1981, recorded in Vol. 710, Page 782 of the Deed Records of Panola County, Texas, and also being a small portion of that certain called 60.437 acre tract of land described in a deed from Panola County Junior College District to the City of Carthage, dated December 20, 1974, recorded in Vol. 588, Page 407 of the said Panola County Deed Records, and the said 2.529 acre subject tract is more particularly described as follows:

**COMMENCING** at a 60D nail set for the Northwest corner of the above mentioned parent tract called 14.0 acres in the Southwest Right-of-Way line of Southwest Loop Highway No. 149, same being the Northeast corner of the above mentioned tract called 60.437 acres;

**THENCE** North  $63^{\circ} 54' 07''$  West with the said Loop Right-of-Way line and Northeast boundary line of the said called 60.437 acre parent tract a distance of 2.10 feet to a 1/2-inch iron rod set for a corner;

**THENCE** South  $13^{\circ} 10' 21''$  East along a low steel pipe banister a distance of 412.26 feet to a 1/2-inch iron rod set for the **POINT OF BEGINNING** of the herein described 2.529 acre subject tract at its Northwest corner;

**THENCE** North  $77^{\circ} 01' 43''$  East, crossing the East boundary line of the said called 60.437 acre tract and the West boundary line of the said called 14.0 acre tract at 1.60 feet, and continuing on for a total distance of 260.34 feet to a 1/2-inch iron rod set for a corner;

**THENCE** South  $15^{\circ} 06' 59''$  East a distance of 412.42 feet to a 1/2-inch iron rod set for a corner;

**THENCE** South  $77^{\circ} 01' 43''$  West a distance of 274.33 feet to a 2-inch steel post found for a corner, said corner being 1.57 feet West of the East boundary line of the said called 60.437 acre tract;

**THENCE** North  $13^{\circ} 10' 21''$  West along the aforesaid low steel pipe banister a distance of 412.14 feet to the Point of Beginning, containing a total area of 2.529 acres.

## **Exhibit "B"**

All that certain 0.468 acre tract of land, a part of the GEORGE GOODWIN Survey, Abstract No. 224, Panola County, Texas, and being the residue of a tract of land originally called 100 acres described in a deed from Jonathan Anderson to Thomas G. Davenport, Judge of the County Court of Panola County, Texas, dated November 10, 1848, recorded in Vol. A, Page 379 of the Deed Records of Panola County, Texas, and the said 0.468 acre subject tract (also known as "Anderson Park") is more particularly described as follows:

**BEGINNING** at a steel spike set for a corner and Point of Beginning at the back of a concrete curb on the North side of East Sabine Street, said Point of Beginning bears North  $40^{\circ} 01' 01''$  West a distance of 105.61 feet from the Northeast corner of Lot No. 1 of Block No. 3 of the City of Carthage, Texas, per City Plat recorded in Vol. 3, Page 396 of the Panola County Plat Records;

**THENCE** with the said curb in a Northeasterly direction along a curve to the left a distance of 41.88 feet (said curve has a central angle of  $90^{\circ} 53' 02''$ , a radius of 26.40 feet, and a long chord which bears North  $35^{\circ} 30' 04''$  East a distance of 37.62 feet) to a steel spike set for a corner at the end of said curve, which bears North  $66^{\circ} 05' 02''$  West a distance of 102.59 feet from the Southwest corner of Lot No. 1 of Block No. 400 of the said City of Carthage;

**THENCE** North  $10^{\circ} 57' 10''$  West continuing with the said back of curb a distance of 90.33 feet to a steel spike set for a corner at the beginning of another curve to the left, which bears South  $45^{\circ} 07' 59''$  West a distance of 101.76 feet from the Northwest corner of Lot No. 8 of the said Block No. 400;

**THENCE** continuing with the said back of curb in a Northwesterly direction along a curve to the left a distance of 41.83 feet (said curve has a central angle of  $89^{\circ} 16' 12''$ , a radius of 26.85 feet, and a long chord which bears North  $57^{\circ} 47' 44''$  West a distance of 37.73 feet) to a steel spike set for a corner at the end of said curve, which bears South  $20^{\circ} 21' 39''$  West a distance of 106.72 feet from the Southeast corner of Lot No. 8 of Block No. 402 of the said City of Carthage;

**THENCE** South  $79^{\circ} 51' 31''$  West continuing with the said back of curb a distance of 93.54 feet to a steel spike set for a corner at the beginning of another curve to the left;

**THENCE** continuing with the said back of curb in a Southwesterly direction along a curve to the left a distance of 40.76 feet (said curve has a central angle of  $90^{\circ} 13' 48''$ , a radius of 25.88

feet, and a long chord which bears South  $34^{\circ} 31' 21''$  West a distance of 36.67 feet) to a steel spike set for a corner at the end of said curve;

THENCE South  $10^{\circ} 21' 03''$  East continuing with the said back of curb a distance of 89.96 feet to a steel spike set for a corner at the beginning of another curve to the left;

THENCE continuing with the said back of curb in a Southeasterly direction along a curve to the left a distance of 42.28 feet (said curve has a central angle of  $89^{\circ} 47' 04''$ , a radius of 26.98 feet, and a long chord which bears South  $57' 19' 43''$  East a distance of 38.08 feet) to a steel spike set for a corner at the end of said curve;

THENCE North  $79^{\circ} 55' 44''$  East continuing with the said back of curb a distance of 93.32 feet to the Point of Beginning, containing a total area of 0.468 of an acre.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

09-17-2019



Lee Ann Jones,  
County Judge

NAME:

Shelly Avery

POSITION:

Detention Officer

DEPARTMENT:

Panola Co. Sheriff's Office

DATE:

September 4, 2019

CONFERENCE:

Interpersonal Communication in Corrections

LOCATION:

Online

DATES:

August 30, 2019 to August 30, 2019

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

If not, how much of your requirements will be met by this conference?

How much of your requirements have been met already, not counting this conference?

How many days have you been away from your job this year for conferences, not counting this conference?

Do you have sufficient funds in your budget for this conference?

yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Required training

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

09-17-2019



Lee Ann Jones,  
County Judge

NAME: Bobbie Davis  
POSITION: County Clerk  
DEPARTMENT: County Clerk  
DATE: Sept. 11, 2019

CONFERENCE: Region VI Fall Meeting - County + District Clerks  
LOCATION: Lufkin, TX  
DATES: Nov. 15, 2019 to Nov. 15, 2019  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? yes

If not, how much of your requirements will be met by this conference? 8-12 hrs.

How much of your requirements have been met already, not counting this conference?

How many days have you been away from your job this year for conferences, not counting this conference? 4 days

Do you have sufficient funds in your budget for this conference? yes

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

I will learn about new legislation affecting  
County Clerks.

APPROVED

09-17-2019

L.A.J.  
Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

Charles Blue

POSITION:

Deputy Constable

DEPARTMENT:

Constable Pct 2

DATE:

9-6-19

CONFERENCE:

Legal Update

LOCATION:

Carthage PCSO

DATES:

9-10-19

to

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NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4 hrs

Does the conference meet your educational requirements for the year? No

If not, how much of your requirements will be met by this conference? 4

How much of your requirements have been met already, not counting this conference?

0

How many days have you been away from your job this year for conferences, not counting this conference?                     

Do you have sufficient funds in your budget for this conference?

yes (\$10.00)

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

MANDATORY CLASS for all Peace Officers



APPROVED

09-17-2019

Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

Dan McMillan

POSITION:

Reserve Deputy Constable

Pct 243

DEPARTMENT:

Constable Pct 2

DATE:

9-6-19

CONFERENCE:

Legal Update

LOCATION:

Carthage Pcs

DATES:

9-10-19

to

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NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

Does the conference meet your educational requirements for the year?

No

If not, how much of your requirements will be met by this conference?

4

How much of your requirements have been met already, not counting this conference?

0

How many days have you been away from your job this year for conferences, not counting this conference?

Do you have sufficient funds in your budget for this conference?

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

MANDATORY CLASS For ALL Peace Officers

**PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE**

**APPROVED**

09-17-2019

*L. J.*

Lee Ann Jones,  
County Judge

NAME: Sarah Fields  
POSITION: Criminal Investigator  
DEPARTMENT: Panola Co. Sheriff's Office  
DATE: September 11, 2019

CONFERENCE: Child Safety Review  
LOCATION: Austin, Texas  
DATES: Sept. 2, 2019 to Sept. 4, 2019

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: \_\_\_\_\_

Does the conference meet your educational requirements for the year? \_\_\_\_\_

If not, how much of your requirements will be met by this conference? \_\_\_\_\_

How much of your requirements have been met already, not counting this conference?  
\_\_\_\_\_

How many days have you been away from your job this year for conferences, not counting this conference? \_\_\_\_\_

Do you have sufficient funds in your budget for this conference? \_\_\_\_\_

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)  
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