

August 26, 2025

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Abby Booker, County Treasurer

SUBJECT: EFFECTIVE DATE OF EMPLOYMENT STATUS CHANGE:

Please be advised of the employment status change of Shawn Williams, Temporary Operator, for Panola County Road & Bridge Department, Pct. 2, to Operator, at the same rate of pay, effective September 22, 2025.

Melanie Earle

Melanie Earle

Road and Bridge

Warehouse Coordinator

PANOLA COUNTY SHERIFF'S OFFICE

Office: 903-693-0333
Fax: 903-693-9366



314 W. Wellington
Carthage, Texas 75633

September 2, 2025

Sheriff Cutter Clinton

The Honorable Rodger McLane
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge McLane,

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

Please record the employment of Ethan Twomey as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$16.81 per hour plus the budgeted uniform allowance effective September 6, 2025.

Please record the employment of Aracely Aguerro as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$16.81 per hour plus the budgeted uniform allowance effective September 6, 2025.

Sincerely,

A handwritten signature in black ink that reads "Cutter Clinton". The signature is stylized with a large, sweeping "C" and a long, horizontal line extending to the right.

Cutter Clinton
Sheriff

CC/lw
CC: Jennifer Stacy
Abby Booker

Honesty, Integrity, Service

September 2, 2025

FROM: Melanie Earle, Road and Bridge Warehouse Coordinator

TO: Abby Booker, County Treasurer

SUBJECT: EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT:

Please be advised of the effective date of separation of employment for Jeff Kyle, Temporary Operator, for Panola County Road & Bridge Department, Pct.1, effective September 25, 2025, 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 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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.

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, 2026**, and continuing until **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025**.

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, 2026, through December 31, 2026.**

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 submitting 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 sufficient information 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 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 it to be in the best interest of the county.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

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 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 2026 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.

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	\$ _____	

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:

SIGNATURE OF BIDDER

Date: _____ BIDDER: _____

ADDRESS: _____

TEL. #: _____

By: _____

COUNTY JUDGE

Date: _____

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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Sealed bids shall be received no later than:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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, 2026**, 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 216
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Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025.**

MARK ENVELOPES:

"CORRUGATED STEEL PIPE CULVERTS"

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BEFORE OPENING DATE AND TIME**

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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, 2026, through December 31, 2026.**

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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.

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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.

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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 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 it to be in the best interest of the county.

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MULTIPLE VENDOR AWARD:
Panola County reserves the right to award multiple vendors and to designate vendors in terms of primary providers and standby providers.

Signature of Bidder

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.
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3. Otherwise perform in accordance with these specifications.

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2. Panola County may take possession of all goods, fixtures, and materials of successful bidder therein and may foreclose its line against such personal property, applying the proceeds toward fees due or thereafter becoming due.

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.

Signature of 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.

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.

Signature of Bidder

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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

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 made 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 **2026 is 30 pipes**. 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, 2026, to December 31, 2026**.

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 2026**, 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 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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, 2026, through December 31, 2026**

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 216
CARTHAGE, TEXAS 75633

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025.**

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, 2026, through December 31, 2026.**

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 the 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 submitting 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 in 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 an 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 sufficient information to determine bidder's ability to meet these minimum standards listed above.

Signature of Bidder

REFERENCES: Panola County may request the 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 the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with 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 the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

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, 2026, through December 31, 2026.**

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 2026** 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 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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, 2026**, and continuing to **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025**.

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, 2026, through December 31, 2026.**

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 submitting 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 sufficient information 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 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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

Signature of Bidder

SPECIFICATIONS AND BID FORM FOR GRAVEL

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

EXCEPTIONS _____

F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be 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 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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, 2026**, and continuing to **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025**.

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

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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.

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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

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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.

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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.

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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.

Signature of Bidder

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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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

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

FLAT CARS

SIZE	PRICE PER UNIT
Under 60' long	_____
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 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

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 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025.

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, 2026**, and continuing to **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY, OCTOBER 7, 2025**

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, 2026, through December 31, 2026.**

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 submitting 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 sufficient information 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 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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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: 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 should 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, completely 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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

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 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 216
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:

9:00 A.M., TUESDAY OCTOBER 7, 2025.

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, 2026**, and continuing to **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., TUESDAY OCTOBER 7, 2025**.

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

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2026, through December 31, 2026.**

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 submitting 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.

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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 sufficient information 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 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 it to be in the best interest of the county.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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: 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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

Signature of Bidder

SPECIFICATIONS AND BID FORM FOR CRUSHED LIMESTONE

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

EXCEPTIONS _____

F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be 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

INVITATION TO BID

GASOLINE AND DIESEL FUEL

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding Gasoline and Diesel Fuel product/services for Panola County.

All bids must be received in the office of:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE
110 S. SYCAMORE ST. RM 216
CARTHAGE, TX 75633**

On or before:

9:00 A.M., TUESDAY OCTOBER 7, 2025

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.

BIDS SHOULD BE IN A SEALED ENVELOPE
CLEARLY MARKED WITH THE BID TITLE

Any questions or request for additional information should be directed to:

Melanie Earle
Road and Bridge Warehouse Coordinator
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

Name of Company submitting bid _____

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

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

GASOLINE AND DIESEL FUEL

TO PROVIDE for an annual contract commencing **January 1, 2026**, and continuing to **December 31, 2026**.

1. **COMPLETE BID PACKAGE** must be received in the County Judge's Office, Panola County Courthouse, 110 S. Sycamore St., Room 216, Carthage, Texas 75633 no later than **9:00 A.M. on October 7, 2025**.
2. Carefully read all portions of the bid package including the following:
 1. Cover sheet
 2. Terms and Conditions
 3. Specifications for the item(s) being published for competitive bid
 4. Bid Response sheet(s)
 5. Vendor Reference information sheet
 6. Conflict of Interest Questionnaire
3. Fill out **ALL** forms properly and completely.
4. All bids **MUST be signed** on each page where indicated by a **person having the authority to bind the firm in a contract**. Signatures must be handwritten and in ink. The person signing on behalf of the vendor expressly affirms that he is duly authorized to tender this bid and to sign the bid sheets and contract under the terms and conditions in this bid package, and further understands that the signing of the contract shall have no effect unless subsequently awarded in Commissioners Court.
5. All contracts in excess of \$50,000, from the same supplier, are solicited for competitive bids. **ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE PANOLA COUNTY JUDGE'S OFFICE, PANOLA COUNTY COURTHOUSE, 110 S. SYCAMORE ST., ROOM 216, CARTHAGE, TEXAS 75633, BEFORE THE ABOVE-DESCRIBED DATE. LATE BIDS WILL NOT BE ACCEPTED.**

SIGNATURE OF BIDDER

6. COUNTY PURCHASING ACT: All County purchases are subject to the County Purchasing Act (Texas Local Government Code § 262.021 et. seq.) unless specifically exempted therein. Other statutes may affect your rights and obligations. You are urged to consult with your attorney before entering into this or any contract.
7. IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to REJECT WHOLE OR IN PART ANY OR ALL BIDS, for any products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids which best serves the interest of Panola County.
8. All prices submitted in a properly signed bid will constitute firm offers held open through time of award in Commissioners Court.
9. All bids meeting the requirements of this bid package will be considered for award.
10. Prices for all goods and services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). All prices must be written in ink or typewritten.
11. Each vendor, by submitting a bid, agrees that if its bid is accepted by the commissioners Court, such vendor will furnish all items/services upon which prices have been tendered and upon the terms and conditions in this bids package.
12. FUNDING: County funds for payment on any contract(s) awarded have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2026, thru December 31, 2026**. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Furthermore, the Panola County Commissioners Court unconditionally reserves itself the right to terminate this contract at the end of each budget period notwithstanding the actual anticipated term of the contract.
13. 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 of non-delivery of mail, carrier, etc.
14. 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.

SIGNATURE OF BIDDER

15. WITHDRAWAL OF BID: Properly signed bids may be withdrawn any time prior to the official award of any contract. HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN OR CANCELED BY THE BIDDER WITHOUT PERMISSION OF COMMISSIONERS COURT 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.

16. 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.

17. BID AWARD: Panola County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event that the lowest dollar offeror meeting the specification is not awarded a contract, the offer or may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of his intent to appear. In determining responsible bidder, the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization, and reliability. Cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.

At the discretion of the Commissioners Court, Bids may or may not be awarded to a separate vendor. Panola County reserves the right to concurrently award this bid to the Second Lowest and Best Bidder. The Second Lowest and Best Bidder may provide services requested by Panola County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service required within the time set forth by the County.

18. 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

19. EQUIPMENT TO BE PROVIDED: Successful bidder shall provide and install equipment listed below at NO additional cost to Panola County:

1. 1 Diesel Tank (12,500 gal) with 2 diesel pumps
2. 1 Gas Tank (12,500 gal) with 2 gas pumps
3. 1 DEF tank (500 gal) with 1 DEP pump
4. 2 Card lock system reader with WINC6 software
5. Tank monitors for both fuel tanks

SIGNATURE OF BIDDER

Panola County will be responsible for all Electrical, help with removal of old tanks, and cleaning out the firewall to help prepare for the equipment to be installed.

20. 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.
21. IF DURING THE life of the contact, 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.
22. DELIVERY: Any successful bidder shall not deliver products or services in excess of those authorized. All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not, under no circumstances will be liable for products or services or cost which exceed the amounts specified in the bid package and the required purchase order. **FUEL MUST BE DELIVERED IN A PUMP TRUCK OWNED BY SUCCESSFUL BIDDER.** Delivery reports shall be furnished to Panola County Road and Bridge Warehouse to be attached to the invoice.
23. PURCHASE ORDER: Any successful bidder shall not deliver products or services as part of this contract without first obtaining a purchase order(s) from Panola County. 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.
24. CONFLICT OF INTEREST: No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
25. NEITHER Department Heads nor Elected Officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners Court Agenda and approved in open court.
26. DEPARTMENT heads and other Elected Officials are NOT authorized to enter into any type of agreement or contract on behalf of Panola County. Only Commissioners Court, acting as a body, may enter in a contract on behalf of Panola County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods and services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.

SIGNATURE OF BIDDER

27. 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.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking the exception to the specifications, or offering substitutions, shall state these exceptions in the sections provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken the 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 exception(s) / substitution(s) deemed to be in the best interest of the county.
29. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. 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.
31. BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.
32. DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.
33. 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 sufficient information to determine bidder's ability to meet these minimum standards listed above.

SIGNATURE OF BIDDER

34. 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.
35. BIDDER SHALL PROVIDE, with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.
36. 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.
37. 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 the next lowest and best bidder as it is deemed to be in the best interest of the county.
38. 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 the following rights:

1. Panola County may take possession of the assigned premises, and any fees accrued or become 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 to thereafter becoming due.

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 right shall terminate.

SIGNATURE OF BIDDER

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.

39. NOTICE: Any notice provided by this bid (or 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 had 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.
40. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement or patents and/or copyrights.
41. 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.
42. INVOICES: Upon completion of each order, successful bidder shall send an itemized invoice to Panola County which includes the following:
1. Name and address of successful bidder,
 2. Panola County Purchase Order number,
 3. Descriptive information as to the item(s) delivered,
 4. Rack pricing verification,
 5. Rack cost plus all other inclusive cost.

Neither signed receipt nor payments shall be construed as an acceptance of any ineffective work, improper material(s), or release for any claim for damage.

43. ORDERING: Successful bidder will guarantee a 48-hour turnaround.
44. PAYMENT will be made upon receipt and acceptance by the Commissioners Court 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.
45. 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 items will become a donation to the County for deposition.

SIGNATURE OF BIDDER

46. SAMPLES: When requested, samples shall be furnished free of expense to Panola County.
47. 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.
48. 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.
49. 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.
50. 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 Commissioners Court.
51. SILENCE OF SPECIFICATIONS: 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.

52. 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 Statue §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete 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%20info%20form1295.htm)
53. 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.
54. NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to Panola 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.

SIGNATURE OF BIDDER

55. DISPOSAL AND HOLD HARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS OF THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.
56. 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 task 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.
57. 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.

SIGNATURE OF BIDDER

VENDOR CERTIFICATION STATEMENT

The undersigned hereby certifies that the BID/RFP had been read and understood. In submitting its response, _____ represents Panola County (hereafter county) that: (Company Name)

1. It is capable of providing the services described in the BID/RFP;
2. The pricing offered by the vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. In accordance with Texas Government Code Section 2271.002, bidder represents and warrants, that neither Bidder, nor any subcontractor, assignee, or sub-recipient of bidder, currently boycotts Israel, or will boycott Israel during the term of this contract. Bidder agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have meaning assigned by Texas Government Code, Sec. 808.001(1);
5. In accordance with Texas Government Code Section 2274.002, bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Bidder also certifies that it will not discriminate during the term of this contract against a firearm entity or firearm trade association;
6. In accordance with Texas Government Code Section 2276.002, bidder certifies that it does not boycott Energy Companies, and bidder will not boycott Energy Companies during the term of this contract;
7. Is not suspended or debarred from doing business with the Federal Government as listed at SAM.gov maintained by the General Services Administration;
8. Under sections 2155.004 and 2155.006, Texas Government Code certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated, and payment withheld if this certification is inaccurate;
9. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
10. Under section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of the specifications for this solicitation; and
11. Neither they, nor anyone acting for them, have violated the antitrust clause of the United States or the State of Texas, nor communicated directly or indirectly with any competitor or any other person engaged in such a line of business for the purpose of obtaining an unfair price advantage.

SIGNATURE OF BIDDER

SPECIFICATIONS

GASOLINE & DIESEL FUEL

ALL DELIVERY AND FREIGHT CHARGES (F.O.B. PANOLA COUNTY DESIGNATED LOCATION) ARE TO BE INCLUDED IN THE BID PRICE. DELIVERIES WILL BE MADE WITHIN 48 HOURS FROM THE TIME REQUESTED BY AUTHORIZED PANOLA COUNTY PERSONNEL.

BID PRICING ON GASOLINE AND DIESEL:

Gasoline-No lead gasoline (E10, 87 Octane)

Diesel-Ultra low sulfur, Highway use, TexLed

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 9/20/2025. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.

The estimated quantity to be purchased in 2026 is 50,000 gallons of diesel and 40,000 gallons of gasoline. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = RACK PRICE + TAXES + VENDOR'S CONSTANT

CONSTANT PRICE:

The bid constant is the amount per gallon the bidder submits as a constant price.

NOTE:

1. Included in the constant figure is **ALL OF THE BIDDERS OVERHEAD COST INCLUDING DELIVERY TO THE PANOLA COUNTY ROAD AND BRIDGE WAREHOUSE, THE TEXAS STATE TAX** (subject to increase or decrease by the state and adjust accordingly), **AND THE PROFIT OF THE BIDDER ADDS FOR HIM/HERSELF.**
2. The constant remains the same throughout the contract period.

THE BID FOR GASOLINE AND DIESEL FUEL WILL BE AWARDED TO THE BIDDER WITH THE LOWEST PRICE PER UNIT.

SIGNATURE OF BIDDER

Bids shall be submitted on the attached bid response form.

DAILY RACK PRICE:

The rack price is posted by Delek each day.

NOTE:

1. The daily rack price is used for pricing purposes **ONLY**.
2. The successful bidder is not restricted to obtain products from any specific terminal.
3. The daily rack price shall be the new quote per gallon. The prior days quote shall be used when deliveries are made on days that are not quoted.
4. Successful bidder shall obtain the rack price from Delek for him/herself and enclose a copy of it with each bill for the day the product is delivered at no additional expense to the county.

TOTAL COST:

The daily rack price is added to the constant price. **THE RESULT IS THE TOTAL AMOUNT PANOLA COUNTY IS TO PAY ON THIS DELIVERY.**

EQUIPMENT TO BE PROVIDED: Successful bidder shall provide and install equipment listed below at NO additional cost to Panola County:

1. 1 Diesel Tank (12,500 gal) with 2 diesel pumps
2. 1 Gas Tank (12,500 gal) with 2 gas pumps
3. 1 DEF tank (500 gal) with 1 DEP pump
4. 2 Card lock system reader with WINC6 software
5. Tank monitors for both fuel tanks

Panola County will be responsible for all electrical, help with removal of old tanks, and cleaning out the firewall to help prepare for the equipment to be installed.

FUEL MUST BE DELIVERED IN A PUMP TRUCK OWNED BY SUCCESSFUL BIDDER.

Any questions concerning this bid should be directed to:

Melanie Earle
Road and Bridge Warehouse Coordinator
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

SIGNATURE OF BIDDER

PANOLA COUNTY BID RESPONSE FORM

Name of Company submitting bid: _____

Name and telephone number/email of person to contact to request deliveries:

All prices must be figured for the following date: 9/20/2025.

Please complete the following information:

1. No-lead gasoline (E10, 87 Octane)

Rack Price

State Tax

Vendor's constant

(Freight, Loading Fees, and vendor's profit)

Bid Price

2. Diesel Fuel (Ultra-low sulfur diesel, Highway use, TexLed)

Rack Price

State Tax

Vendor's constant

(Freight, Loading Fees, and vendor's profit)

Bid Price

SIGNATURE OF BIDDER

NUMBER OF TANKS: 1- GASOLINE, 1 DIESEL, 1 DEF

DIESEL TANK = 12,500 GALLONS

GAS TANK = 12,500 GALLONS

DEF TANK = 500 GALLONS

SIGNATURE OF BIDDER

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

DATE: _____ COMPANY NAME: _____

BY: _____

ADDRESS _____

PHONE NUMBER: _____

ACCEPTED:

COUNTY JUDGE: _____

DATE: _____

SIGNATURE OF BIDDER

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__.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216
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:

9:00 A.M. TUESDAY, OCTOBER 7, 2025.

MARK ENVELOPE

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

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:

ASPHALT MATERIALS FOR ROAD MAINTENANCE

TO PROVIDE for an annual contract commencing **January 1, 2026**, and continuing until **December 31, 2026**.

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 216
CARTHAGE, TEXAS 75633

No later than **9:00 A.M. TUESDAY, OCTOBER 7, 2025**

MARK ENVELOPES:

“ASPHALT MATERIALS FOR ROAD MAINTENANCE”

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, 2026, through December 31, 2026.**

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 submitting 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 for performing 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 sufficient information 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 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.

PRICE CHANGES: Prices are subject to change during the term of this contract. (See escalation/De-escalation below). Price changes will not be considered for the first sixty (60) days after the bid has been awarded.

ESCALATION/DE-ESCALATION: Where a bid is awarded with escalation/de-escalation pricing, the vendor is required to give a 30-day written notice before price increases. No notice requesting an increase in price shall be given or considered within the first 60 days after the bid has been awarded or a price has been escalated or de-escalated. Requested increase must be a factor beyond the control of the bidder and proof of increase must be documented and forwarded to the County Auditor. Notice of increase will be subject to approval by the Commissioners' Court before acceptance. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

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 Form 1295 online through the State of Texas Ethics Commission website. Please visit, 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.

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. 2271.002 Provision Required in Contract:

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

Texas Government Code Sec. 2274.002 Provision Required in Contract:

1. Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Texas Government Code Sec. 2276.002 Provision Required in Contract:

1. Bidder does not boycott Energy Companies; and
2. Bidder will not boycott Energy Companies 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
Phone: 903-693-3763
melanie.earle@co.panola.tx.us

Signature of Bidder

SPECIFICATIONS FOR ASPHALT MATERIALS FOR ROAD MAINTENANCE

<u>OIL SAND</u>		
<u>PROPERTIES</u>	MINIMUM	MAXIMUM
OIL	5%	6%
SAND	SANDY LOAM, RIVER SAND MUST BE PREDRIED	
ASPHALT CONTENT	5%	6%

<u>HOT OIL SAND</u>	
PASSING 1/2" SIEVE	100%
RETAINED ON #10 SIEVE	20-30%
PASSING #10, RETAINED ON #40	5-30%
PASSING #40, RETAINED ON #80	25-60%
PASSING #80, RETAINED ON #200	10-35%
PASSING #200	5-15%
% DENSITY 80-95	STABILITY - MIN. 20

HOT MIX ASPHALT

HOT MIX ASPHALT TYPE D IN ACCORDANCE WITH TXDOT ITEM 340

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 ton/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 dollar 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 twelve (12) hour notice.

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 the delivery.

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 & FEDERAL ENVIROMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS:

**100 TONS OF OIL SAND
100 TONS OF HOT OIL SAND
100 TONS OF HOT MIX ASPHALT**

HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

BID FORM AND CONTRACT

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING TO PANOLA COUTNY, TEXAS 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) hereby agree to furnish Asphalt Materials for Road Maintenance in accordance with the foregoing specifications for the following prices:

	FOB (Any successful bidders plant location where product is made)	DELIVERED
OIL SAND	\$ _____/TON	\$ _____/TON
HOT OIL SAND	\$ _____/TON	\$ _____/TON
HOT MIX ASPHALT.....	\$ _____/TON	\$ _____/TON
DELIVERY FEE/CHARGE (PER MILE)	_____	

Exceptions to Specifications:

OIL SAND _____

HOT SAND SAND _____

HOT MIX ASPHALT _____

DATE: _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

PANOLA COUNTY, TEXAS

BY: _____

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 131 & 127 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 12,280' 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 29th day of
September, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas
75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #131 & #127**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#131 & #127**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodger S. McLane

COUNTY JUDGE

COMMISSIONERS:

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



Panola County Road Overall

CA30 PID 3725665
Underground on CR 131 & CR 127

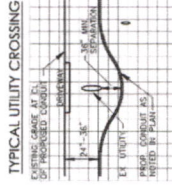


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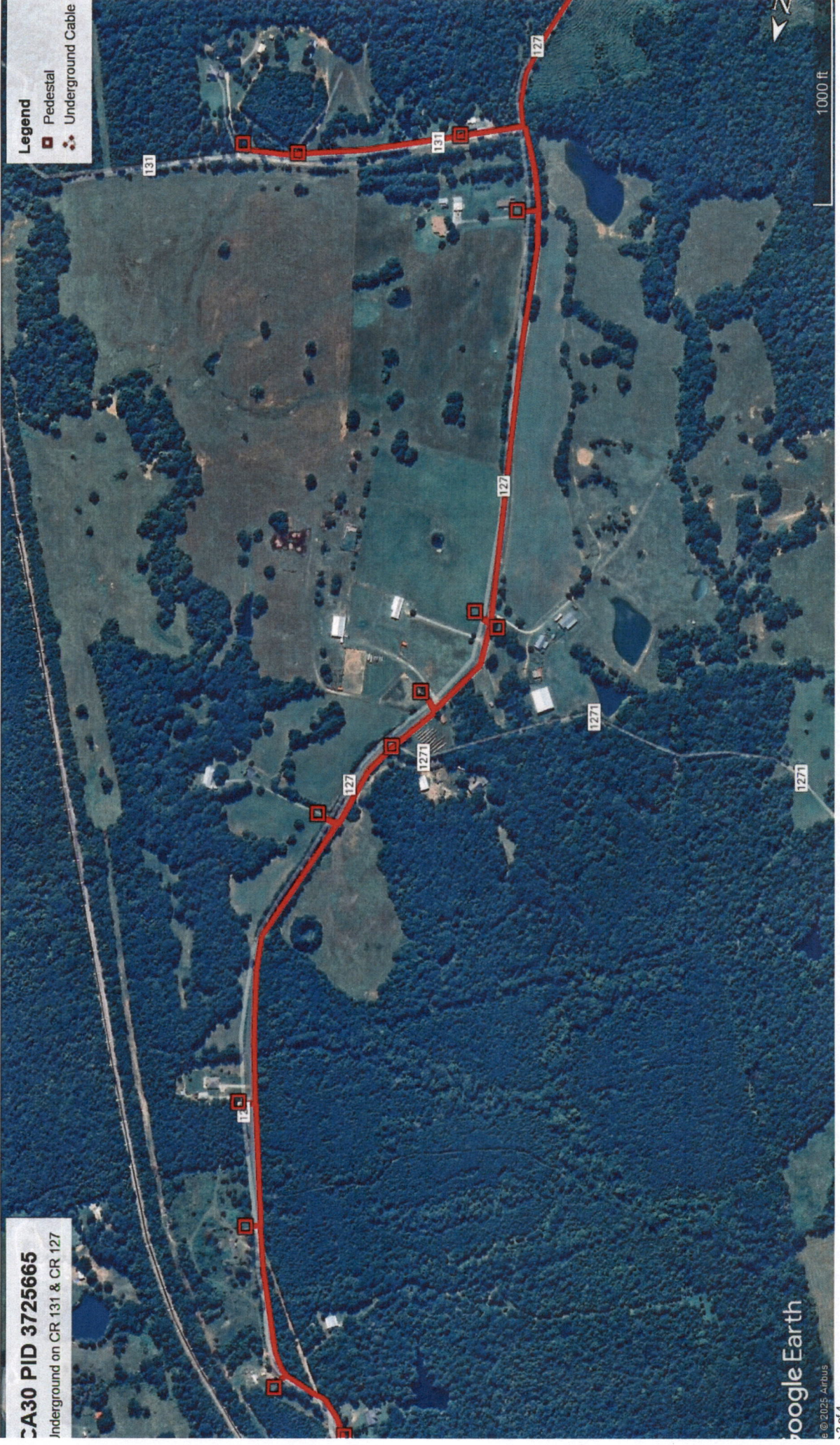
3 of 4

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE LOCATION OF ANY UTILITY LOCATED IN THE FIELD. THE PROTECTION OF ALL EXISTING FACILITIES, WHETHER SHOWN OR NOT, IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS THE RESULT OF THE CONSTRUCTION. THE CONTRACTOR CERTIFIES WHETHER THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.

5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," TRAFFIC FLOW AND ACCESS TO THE WORK AREA, AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," TRAFFIC FLOW AND ACCESS FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUFICIENTLY BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION AND TRAFFIC CONTROL. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL VIOLATIONS OF ANY APPLICABLE LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 19.8 PORTLAND CEMENT CONCRETE PAVEMENT AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS 19.8 PORTLAND CEMENT CONCRETE PAVEMENT FOR PUBLIC AGENCIES CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BUCKLING WILL BE MECHANICALLY TIEDED IN LIFTS TO A DENSITY OF 90% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF MATERIAL TO BE PLACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED DENSITY. SOAK AND CURING SHALL BE USED FOR BACKFILL.



PREPARED BY: DFW TELECOM, INC



CA30 PID 3725665

Underground on CR 131 & CR 127

Legend
Pedestal
Underground Cable



Google Earth

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Spectrum



CA30 PID 3725665

Underground on CR 131 & CR 127

Google Earth

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Page 4 of 4

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 175 & 177 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 11,562' 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 10th day of
December, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #175 & #177**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#175 & #177**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

Spectrum

CA48 PID 3644712

Underground on CR 175 & CR 177

Legend
Pedestal
Underground Cable



Google Earth

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Spectrum



CA48 PID 3644712
Underground on CR 175 & CR 177

Google Earth

© 2025 Airbus

3 of 4

Spectrum



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 178, 179 & 180 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 11,071' 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 10th day of
December, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #178, #179 & #180**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#178, #179, & #180**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



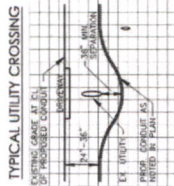
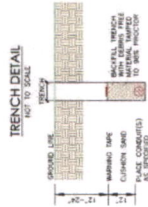
Project consist of approximately:

Underground: 11,071'

GENERAL CONSTRUCTION NOTES

- ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY WHICH HAVE BEEN ISSUED TO BE PERFORMED.
- EXTENSIVE UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE FOR EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO COMMENCING CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWING ON THE DRAWINGS OR NOT.
- THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
- CALL BEFORE YOU DIG
811
- IT'S THE LAW
- IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO PROTECT EXISTING UTILITIES AND PUBLIC PROPERTY. BY RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION DAMAGE, OR BETTER CONDITION.

5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, TRAFFIC FLOW AND ACCESS TO AND FROM THE PROJECT. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION OF TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SURFACED AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION CONTRACTORS AND SHALL BE RESPONSIBLE FOR THE DESIGN OF THE TRAFFIC CONTROL SYSTEMS THAT COMPLY WITH ALL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 3.8 "PORTLAND CEMENT CONCRETE FAVORABLE" AND 7.4.5 "QUALITY OF CONCRETE CONSTRUCTION" - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAIL CHAINS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 98% REQUIRED. THE REQUIRED DENSITY WILL BE OBTAINED BY TAMPING, RAMMERS OR ROLLING. EXCAVATION LIFTS MAY VARY ACCORDING TO THE EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE FILL MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



Spectrum

CA48 PID 3644712

Underground on CR 178, CR 179 & CR 180



Google Earth

Aug 6, 2013

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**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 196 & 176 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 13,686' 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 10th day of
December, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas

75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #196 & #176**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#196 & #176**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodger S. McFane

COUNTY JUDGE

COMMISSIONERS:

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

Panola County Road Overall

Project consist of approximately:

Underground: 13,686'

GENERAL CONSTRUCTION NOTES

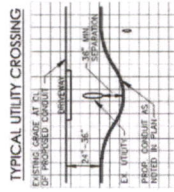
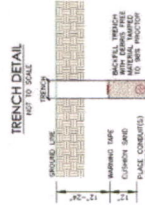
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CALL BEFORE YOU DIG

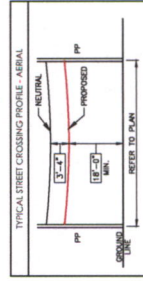
IT'S THE LAW

4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY. B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TODAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," TRAFFIC FLOW AND ACCESS TO THE WORK AREA, AND THE "TODAS MANUAL ON TRAFFIC CONTROL DEVICES," TRAFFIC FLOW AND ACCESS TO THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SURROUND BY AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION AND TRAFFIC CONTROL. THE CONSTRUCTION CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS FOR 8" PORTLAND CEMENT CONCRETE AND 7.5 "QUALITY OF CONCRETE" CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LOTS TO A DENSITY OF 90% REQUIRED. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MEDIAL SHALL BE USED FOR ALL MEDIALS.



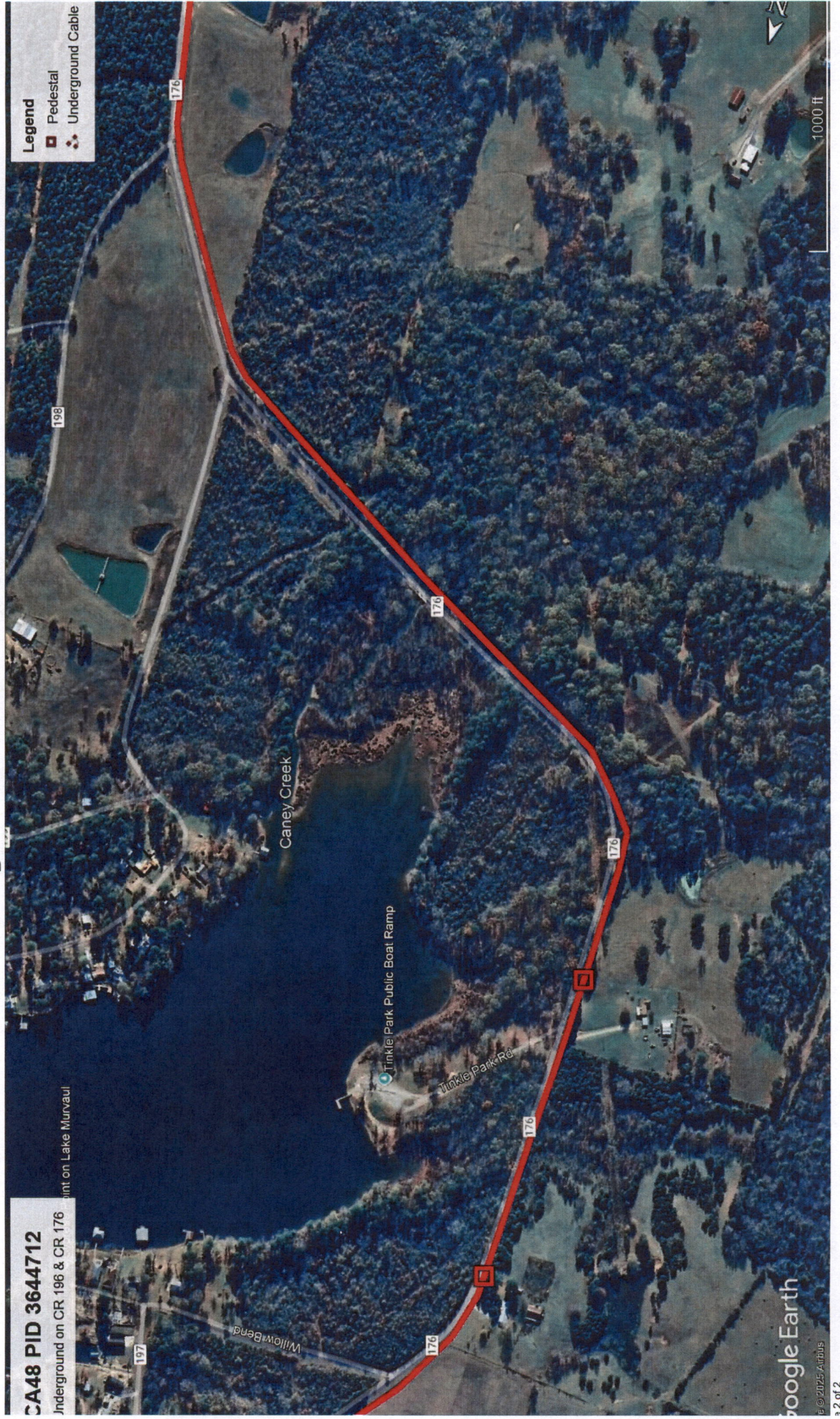
UNDERGROUD CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC



Spectrum



Spectrum

CA48 PID 3644712

Underground on CR 196 & CR 176



Google Earth

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OPTIONAL FORM NO. 707 (1-78)

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 106, 110 & 108 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 11,577' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #106, #110 & #108**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#106, #110 & #108**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

Spectrum

CA24 PID3644619

Underground on CR 106, CR 110 & CR 108



Spectrum

CA24 PID3644619

Underground on CR 106, CR 110 & CR 108

Legend
○ Flower Pot
□ Pedestal
⋯ Underground Cable



Google Earth

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3 of 4

Spectrum

CA24 PID3644619

Underground on CR 106, CR 110 & CR 108

Legend

Flower Pot

Pedestal

Underground Cable



Google Earth

© 2025 Airbus

3 of 4

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 106, 1061 & 103 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 10,595' 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 29th day of
September, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas

75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #106, #1061 & #103**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#106, #1061 & #103**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodger S. McLane

COUNTY JUDGE

COMMISSIONERS:

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

Spectrum

CA47 PID 3646096

Underground on CR 106, CR 1062, CR 1061 & CR 103

Legend

- Flower Pot
- Pedestal
- Underground Cable



Spectrum



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 108 & 114 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 21,657' 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 29th day of
September, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas
75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #108 & #114**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#108 & #114**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

Spectrum



Spectrum



Spectrum

CA47 PID 3646096

Underground on CR 108 & CR 114



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 228, 226, 227, 229 & 225 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 17,515' 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 29th day of
September, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas
75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #228, #226, #227, #229 & #225**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#228, #226, #227, #229 & #225**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

Project consist of approximately:

Panola County Road Overall

Underground: 17,515'



GENERAL CONSTRUCTION NOTES

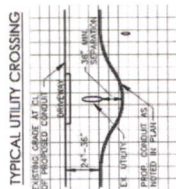
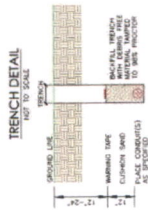
1. CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SHOWN IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES. THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES TO OBTAIN ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CALL BEFORE YOU DIG

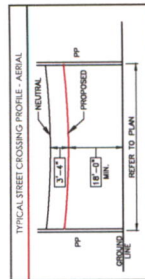
811

IT'S THE LAW

5. BARRECHING AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION SITE SHALL BE SUITABLY UT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL APPLICABLE LAWS. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 3.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE". ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 95% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF MATERIAL AND EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DESIRS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

Google Earth

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3 of 2

Spectrum



CA21 PID 3712363
Underground on CR 228, CR 226, CR
227, CR 229 & CR 225

There is a crossing here

Ebenezer Methodist Church

Strong Service

Google Earth

© 2025 Airbus

2 of 2

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 110, 1101, 1102, 1103 & 1105 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 14,949' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #110, #1101, #1102, #1103 & #1105**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#110, #1101, #1102, #1103 & #1105**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

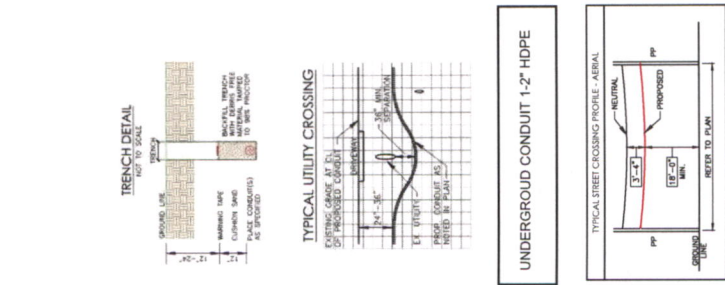
COMMISSIONERS:

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



Project consist of approximately:

Panola County Road Overall



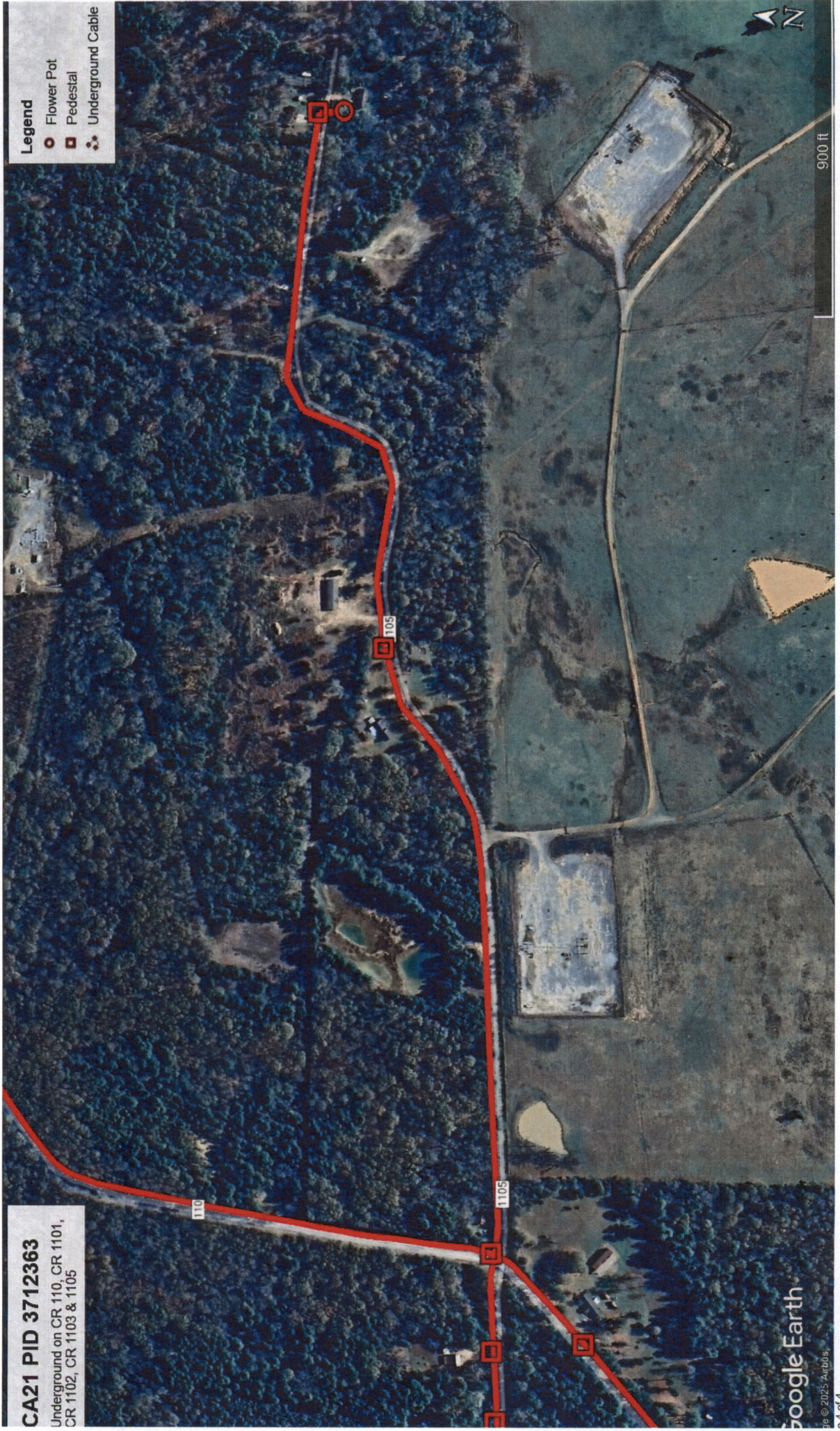
Spectrum



Spectrum



Spectrum



ORIGINAL COUNTY

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 113 & 112 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 10,364' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #113 & #112**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#113 & #112**.

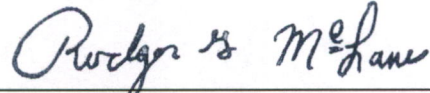
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____



COUNTY JUDGE

COMMISSIONERS:

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



NOTE
CONTRACTOR IS RESPONSIBLE FOR
AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES FOR STREETS AND HIGHWAYS

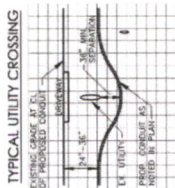
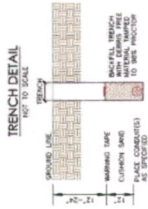
Panola County Road Overall

Project consist of approximately:

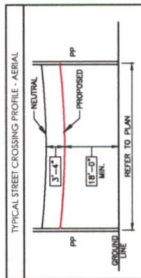
Underground: 10,364'

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SHOWN IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND DEPTH OF THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES. WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES TO BE LOCATED PRIOR TO THE COMMENCEMENT OF WORK. CALL BEFORE YOU DIG 811 IT'S THE LAW
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
5. BARRICADES AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. TRAFFIC LANE AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE TRAFFIC CONTROL DEVICES THROUGHOUT THE PROJECT. THE WORK SITE SHALL BE SURFACED AND BARICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" AND SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS "CONCRETE".
8. ALL REINFORCING STEEL AND CONCRETE BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAY CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL SHOULDERING WILL BE MECHANICALLY TAMPED IN LOTS TO A DENSITY OF 98% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPORS, RAMMERS OR ROLLING EQUIPMENT. LOTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



Google Earth

© 2012 Aerial

1 of 2

PREPARED BY: DFW TELECOM, INC



CA24 PID3644619

Underground on CR 113 & CR 112



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 314, 3141 & 3150 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 2,116' 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 15th day of
October, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas
75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #314, #3141 & #3150**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE lines** within the right-of-way of Panola County Roads **#314, #3141 & #3150**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodger S. McLane

COUNTY JUDGE

COMMISSIONERS:

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



CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

Project consist of approximately:

Underground: 2,116'

Panola County Road Overall

CA12 PID 3733093

Underground on CR 314, CR 3141 & CR 3150



GENERAL CONSTRUCTION NOTES

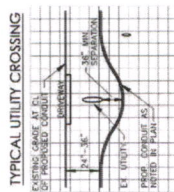
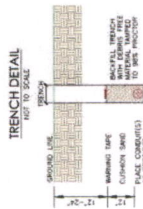
1. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. EXISTING UTILITY LOCATIONS ARE GENERALLY SHOWN IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY UTILITIES DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE UTILITY IS SHOWN ON THE DRAWINGS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES TO OBTAIN ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CALL BEFORE YOU DIG

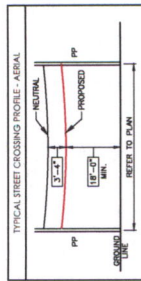
811

IT'S THE LAW

5. BARRICADES AND TRAFFIC CONTROLS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" TRAFFIC FLOW AND ACCESS AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT". ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND CONCRETE SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 98% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

Spectrum

CA12 PID 3733093

Underground on CR 314, CR 3141 & CR 3150

Legend

- Pedestal
- Underground Cable



Google Earth

© 2025 Airbus

e 2 of 2

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 3152 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 308' 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 15th day of
October, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas

75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #3152**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE line** within the right-of-way of Panola County Road **#3152**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



NOTE
CONTRACTOR IS RESPONSIBLE FOR
AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES FOR STREETS AND HIGHWAYS

Panola County Road Overall

Project consist of approximately:

Underground: 308'

CA12 PID 3733093

Underground on CR 315B



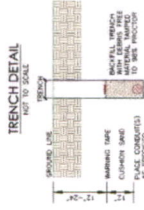
GENERAL CONSTRUCTION NOTES

1. THE CONSTRUCTION WORKMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE BASED ON AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SHOWN IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF WORK.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES TO OBTAIN ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY; B) RESTORE ALL AREAS AFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

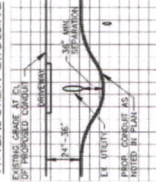
CALL BEFORE YOU DIG

IT'S THE LAW

5. SURVEYING AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PHASES OF CONSTRUCTION.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 3.8 "PORTLAND CEMENT CONCRETE" AND 7.5.3 "QUALITY OF CONCRETE". THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF WORK.
8. ALL REINFORCING STEEL AND PAVEMENT BASE IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BARR CHAINS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 4" OF COVER UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILL MUST BE OBTAINED FROM A SOURCE THAT IS APPROVED BY THE MUNICIPALITY. THE BACKFILL MUST BE OBTAINED FROM A SOURCE THAT IS APPROVED BY THE MUNICIPALITY. THE BACKFILL MUST BE OBTAINED FROM A SOURCE THAT IS APPROVED BY THE MUNICIPALITY.



TYPICAL UTILITY CROSSING



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 316 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 559' 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 15th day of
October, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #316**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE line** within the right-of-way of Panola County Road **#316**.

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:

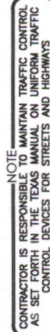
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

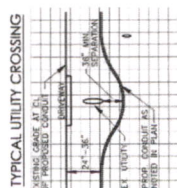
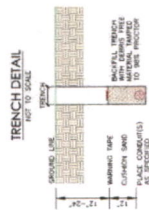
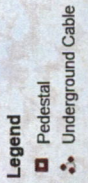
Precinct #1	Billy Alexander
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone



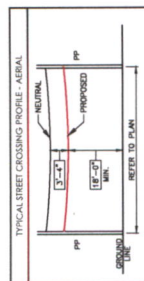
Underground: 559'

Panola County Road Overall

underground on CR 316



UNDERGROUND CONDUIT 1-2" HDPE



Google Earth

PREPARED BY: DFW TELECOM, INC

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 317 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 2,026' 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 15th day of
October, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #317**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 2' HDPE line** within the right-of-way of Panola County Road **#317**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodgers McFane

COUNTY JUDGE

COMMISSIONERS:

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

Spectrum

CA12 PID 3733093

Underground on CR 317

Legend

-  Pedestal
-  Underground Cable



Google Earth

© 2025 Google

e 2 of 2

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 1756 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 2,056' 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 10th day of
December, 2025.

FIRM: DFW Telecom

BY: Kylie Lindsay

TITLE: Project Coordinator

ADDRESS: PO Box 450251, Garland, Texas

75045

PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #1756**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#1756**.

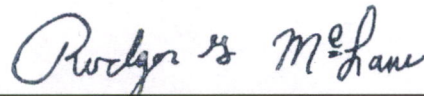
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____



COUNTY JUDGE

COMMISSIONERS:

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

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 111 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 4,752' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #111**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#111**.

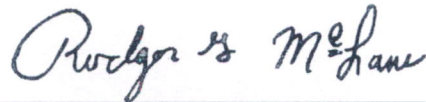
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____



COUNTY JUDGE

COMMISSIONERS:

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

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, AND LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR NOTING ANY CHANGES TO THE UTILITY LOCATIONS AND FOR NOTIFYING THE UTILITY OWNERS PRIOR TO ANY CHANGES. THE CONSTRUCTION CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REMEDYING TO ANY EXISTING FACILITY DAMAGE OR DAMAGE TO ANY EXISTING FACILITY RESULTING FROM THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS OWNED BY THE CITY OF CHICAGO OR ANY OTHER AGENCY OR INDIVIDUAL OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
- CALL BEFORE YOU DIG
- IT'S THE LAW
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREPARE CHANGES TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

NOTE

CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

Panola County Road Overall

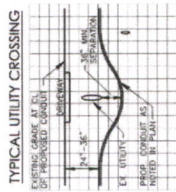
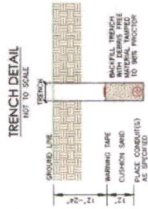
Project consist of approximately:

Underground: 4,752'

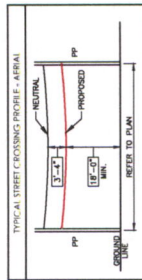


CA21 PID 3712363

Underground on CR 111



UNDERGROUND CONDUIT 1-2" HDPE



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 150 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 2,406' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #150**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#150**.

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:

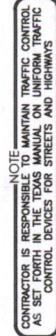
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



Project consist of approximately:

Panola County Road Overall

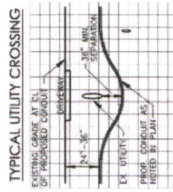
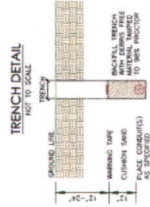
1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND ASSUMING RESPONSIBILITY FOR THE LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL LINE LOCATES IN THE FIELD AND THE PROTECTION OF ALL EXISTING FACILITIES WHETHER SHOWN OR NOT. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS THE RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.

- ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
- EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REMEDY TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWN ON THE RECORDS OR NOT.
- THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS AFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
- IT'S THE LAW
CALL BEFORE YOU DIG
811
5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "TRAFFIC FLOW AND ACCESS TO THE PROJECT SITE." THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL DEVICES AND BARRICADES FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY UT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO OXIDATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE, FARM ROAD AND 7.4.5 QUALITY OF CONCRETE AS SET FORTH BY THE TEXAS DEPARTMENT OF TRANSPORTATION. ALL OTHER CONCRETE FOR VEHICLE AREAS CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOBEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL BOLLARD MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BOLLARDING WILL BE MECHANICALLY TAMPED IN LEFTS TO A DENSITY OF 98% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LEFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.

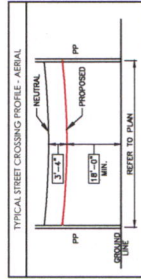
CALL BEFORE YOU DIG
811
IT'S THE LAW

IT'S THE LAW

4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY. B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.



UNDERGROUND CONDUIT 1-2" HDPE



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 219 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 3,635' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #219**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#219**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



NOTE—CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

Project consist of approximately:

Panola County Road Overall

Underground: 3,635'

GENERAL CONSTRUCTION NOTES

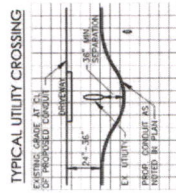
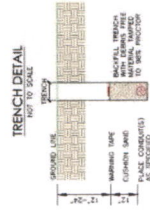
- ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. THE LOCATION OF EACH UTILITY LOCATED SHALL REMAIN RESPONSIBLE FOR THE CONTRACTOR. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED OR DESTROYED AS A DIRECT OR INDIRECT RESULT OF THE CONSTRUCTION ACTIVITIES. THE FACILITY IS SHOWN ON THE DRAWINGS FOR INFORMATION ONLY.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
- CALL BEFORE YOU DIG
811
IT'S THE LAW
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS TO EXCAVATE AND TO PROTECT AND MAINTAIN ALL UTILITIES AND AREAS OF THE MUNICIPALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO EXCAVATE AND TO PROTECT AND MAINTAIN ALL UTILITIES AND AREAS OF THE MUNICIPALITY.

CALL BEFORE YOU DIG

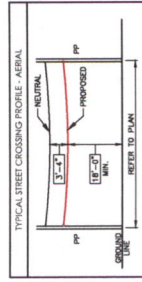
IT'S THE LAW

4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

5. BARRICADE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. TRAFFIC CONTROL MEASURES SHALL BE SUITABLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION ACTIVITIES. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL VIOLATIONS OF ANY LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 3.8 "PORTLAND CEMENT CONCRETE" AND 7.4.5 "QUALITY OF CONCRETE" OF THE TEXAS STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOBEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BRICKWORK MUST BE MECHANICALLY JAMMED IN LETS TO A DENSITY OF 90% REQUIRED. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE RAMMED SURFACE. SAND AND DEBRIS FREE MATERIAL WILL BE REQUIRED TO BE PLACED OVER THE FINISHED SURFACE.



UNDERGROUND CONDUIT 1-2" HDPE



**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 107 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 4,740' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #107**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#107**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodgers McFane

COUNTY JUDGE

COMMISSIONERS:

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



CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL AS SPECIFIED IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

Project consist of approximately:

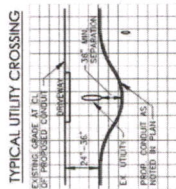
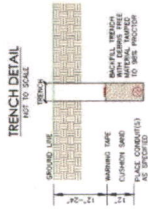
Underground: 4,740'

Panola County Road Overall

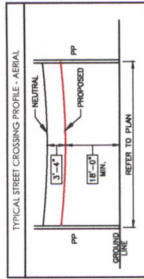


GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES. WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST SEVEN DAYS PRIOR TO THE COMMENCEMENT OF WORK.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY; B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
5. BARRICADES AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. BARRICADES SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL THROUGHOUT THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIGHTED AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EROSION.
7. ALL CONCRETE USED IN ANY PAVEMENT SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 3.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND CONCRETE SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BARS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL MANHOLELIDS WILL BE MECHANICALLY TAMPED IN LOTS TO A DENSITY OF 95% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

Google Earth

© 2022 Airbus

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**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 1081 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 6,906' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #1081**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#1081**.

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:

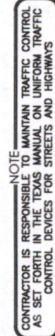
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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



Project consist of approximately:

CA47 PID 3646096

Underground on CR 1081

[illegible]

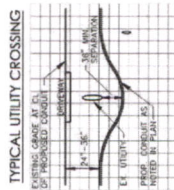
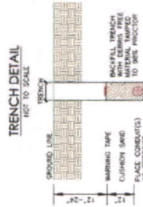
1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY. THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO THE LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES WHETHER THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
4. BEFORE YOU DIG
511
IT'S THE LAW
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY, B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CALL BEFORE YOU DIG

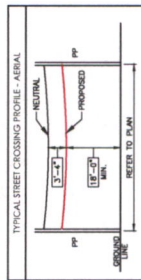
IT'S THE LAW

4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY. B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

5. BARREADING AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*, TRAFFIC FLOW AND ACCESS TO AND FROM THE WORK AREA, AND THE TEXAS MANUAL ON TRAFFIC CONTROL DEVICES*, AND THE TEXAS MANUAL ON PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIT AND BARREADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING CONSTRUCTION, AND THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE WORK SITE WITH RESPECT TO ALL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE PAVEMENT* AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE PAVEMENT* FOR THE TEXAS MANUAL ON CONSTRUCTION - 2004. ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAINS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF SIX PERCENT. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF BACKFILL. THE EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY, SAND AND DEBERS FIVE PERCENT TO THE USED FIVE PERCENT.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC

ORIGINAL COUNTY

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 157 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 384' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Road #157**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE line** within the right-of-way of Panola County Road **#157**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

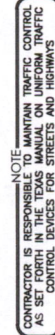
Approved: _____

Rodger S. McLane

COUNTY JUDGE

COMMISSIONERS:

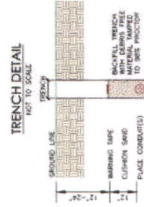
Precinct #1	Billy Alexander
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone



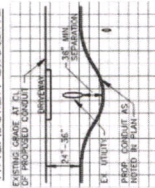
Project consist of approximately:

Underground: 384'

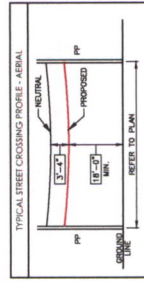
Underground on CR 157



TYPICAL UTILITY CROSSING



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC.

**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:

Spectrum Gulf Coast, LLC proposes to place a
(COMPANY NAME)

Underground Conduit 1-2' HDPE line within the Right-of-Way
(PIPE SIZE)

of County Road: 444 & 445 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 10,033' 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 29th day of
September, 2025.

FIRM: DFW Telecom
BY: Kylie Lindsay
TITLE: Project Coordinator
ADDRESS: PO Box 450251, Garland, Texas
75045
PHONE: (405) 201-7089

APPROVAL

September 9, 2025

TO: Spectrum Gulf Coast, LLC
Attn: Kylie Lindsay - DFW Telecom
P.O. Box 450251
Garland, Tx. 75045

RE: **County Roads #444 & #445**

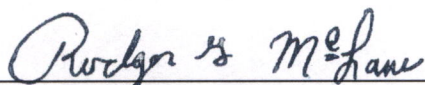
The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **Underground Conduit 1-2' HDPE lines** within the right-of-way of Panola County Roads **#444 & #445**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

NOTE:
CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL
AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES FOR STREETS AND HIGHWAYS

Panola County Road Overall

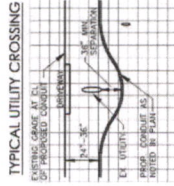
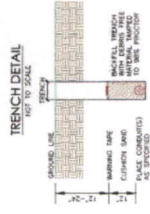
Project consist of approximately:

Underground: 10,033'

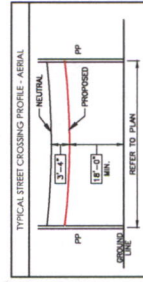
GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE ALL INCLUSIVE. UTILITY LOCATIONS ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND DEPTH OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES LOCATED IN THE FIELD AND THE PROTECTION OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING ALL DEPARTMENT OF TRANSPORTATION (DOT) AND UTILITY LOCATIONS AT LEAST TWO (2) WEEKS PRIOR TO THE COMMENCEMENT OF WORK. CALL BEFORE YOU DIG 811 IT'S THE LAW
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO: A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY; B) RESTORE ALL AREAS EFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

5. BARRICADES AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DEVICES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLY LIT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL APPLICABLE LAWS. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.5 "QUALITY OF CONCRETE" IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT". ALL CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND CONCRETE BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAT CHAINS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LOTS TO A DENSITY OF 90% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY: DFW TELECOM, INC.

Spectrum



Spectrum



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:

Deadwood Water Supply Corporation proposes to place a
(COMPANY NAME)

2" Casing with 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 446 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 30' 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 20 day of
August, 2025.

FRIM: Deadwood Water Supply Corporation

BY: Debbie Allums

TITLE: Office Manger/Bookkeeper

ADDRESS: 220 County Road 212 Beckville, Texas 75631

PHONE: 903-678-9073

APPROVAL

September 9, 2025

TO: Deadwood Water Supply Corporation
Attn: Debbie Allums
220 County Road 212
Beckville, Tx. 75631

RE: **County Road #446**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" Casing with 3/4" service line** within the right-of-way of Panola County Roads **#446**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

FM 2517

4760 ft

Bore with 2" Casing and 3/4" service

CR 446

Deadwood W.C.S

220 County Road 212
Beckville, Texas 75631

Date:

Drafted by:

Checked by:

Panola County

CR 446

NOTICE OF PROPOSED INSTALLATION PIPLINE 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:

Deadwood Water Supply Corporation proposes to place a
(COMPANY NAME)

2" Casing with 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 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 a total length of 30' 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 3 day of
September, 2025.

FRIM: Deadwood Water Supply Corporation

BY: Debbie Allums

TITLE: Office Manger/Bookkeeper

ADDRESS: 220 County Road 212 Beckville, Texas 75631

PHONE: 903-678-9073

APPROVAL

September 9, 2025

TO: Deadwood Water Supply Corporation
Attn: Debbie Allums
220 County Road 212
Beckville, Tx. 75631

RE: **County Road #326**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" Casing with 3/4" service line** within the right-of-way of Panola County Roads **#326**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

FM 123

150 ft

CR 326

Bore with 2" Casing and 3/4" service

Deadwood W.C.S

220 County Road 212
Beckville, Texas 75631

Date:

Panola County

Drafted by:

CR 326

Checked by:

NOTICE OF PROPOSED INSTALLATION PIPLINE 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:

Fair Play Water Supply Corporation proposes to place a
(COMPANY NAME)

2" Casing with 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 245 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 30' 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 7 day of
July, 2025.

FRIM: Fair Play Water Supply Corporation

BY: Debbie Allums

TITLE: Office Manger/Bookkeeper

ADDRESS: 220 County Road 212 Beckville, Texas 75631

PHONE: 903-678-9073

APPROVAL

September 9, 2025

TO: FairPlay Water Supply Corporation
Attn: Debbie Allums
220 County Road 212
Beckville, Tx. 75631

RE: **County Road #245**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" Casing with 3/4" service line** within the right-of-way of Panola County Roads **#245**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: 
COUNTY JUDGE

COMMISSIONERS:

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

CR 248

CR 245

0.5 miles

Bore with 2" Casing and 3/4" service

Fair Play W.C.S

220 County Road 212
Beckville, Texas 75631

Date:

Panola County

Drafted by:

CR 245

Checked by:

NOTICE OF PROPOSED INSTALLATION PIPLINE 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:

Rock Hill Water Supply Corporation proposes to place a
(COMPANY NAME)

2" Casing with 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 216 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 30' 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 18 day of
June, 2025.

FRIM: Rock Hill Water Supply Corporation

BY: Debbie Allums

TITLE: Office Manger/Bookkeeper

ADDRESS: 220 County Road 212 Beckville, Texas 75631

PHONE: 903-678-9073

FM 124

Cr 216

3400 ft

ROCKHILL W.S.C

220 County Road 212
Beckville, Texas 75631

Date:

Drafted by:

Checked by:

**Panola
County
CR 216**



Bore with 2" Casing and 3/4" service

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:

Rock Hill Water Supply Corporation proposes to place a
(COMPANY NAME)

2" Casing with 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 216 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 30' 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 3 day of
September, 2025.

FRIM: Rock Hill Water Supply Corporation

BY: Debbie Allums

TITLE: Office Manger/Bookkeeper

ADDRESS: 220 County Road 212 Beckville, Texas 75631

PHONE: 903-678-9073

FM 124

1600 ft

CR 216

Bore with 2" Casing and 3/4" service

ROCKHILL W.C.S

220 County Road 212
Beckville, Texas 75631

Date:

Panola County

Drafted by:

CR 216

Checked by:

APPROVAL

September 9, 2025

TO: RockHill Water Supply Corporation
Attn: Debbie Allums
220 County Road 212
Beckville, Tx. 75631

RE: **County Road #216 - 2 Applications**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" Casing with 3/4" service line** within the right-of-way of Panola County Roads **#216 - 2 Applications**.

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.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____

Rodger B. McFane

COUNTY JUDGE

COMMISSIONERS:

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



FW: Confirmation of Cybersecurity Training Certification STV-23962

From Barry Tate <itadmin@co.panola.tx.us>

Date Mon 8/25/2025 10:12 AM

To Rodger McLane <rodger.mclane@co.panola.tx.us>; Vicki Heinkel <vicki.heinkel@co.panola.tx.us>

This email confirms our completion of the Cyber Security Training for 2025.

Thanks,

Barry

-----Original Message-----

From: Security Training Verification Site Guest User <txtrainingcert@dir.texas.gov>

Sent: Monday, August 25, 2025 10:11 AM

To: Barry Tate <itadmin@co.panola.tx.us>; TXTrainingCert@dir.texas.gov

Subject: Confirmation of Cybersecurity Training Certification STV-23962

This email serves as a written certification of Panola County's compliance with cybersecurity training, required under Texas Government Code Sections 2054.5191 and 2054.5192. Please save this confirmation for your entity's records as it is required to be included as part of the grant application under Texas Government Code Section 772.012, or the state agency's strategic plan under Texas Government Code Section 2056.002, as applicable.

This email confirms that you have successfully submitted the required annual Cybersecurity Training Certification for Fiscal Year 2025 for Panola County.

ReportID: STV-23962

Email: itadmin@co.panola.tx.us

Name: Barry Tate

Title: IT Administrator

Organization Name: Panola County

Organization Type: Local Government

Phone Number: (903) 261-7864

Fiscal Reporting Year: 2025

Percentage Training Completion: 100%

(For School Districts, if provided) Were school district employees trained (in addition to the Cybersecurity Coordinator and elected/appointed officials who have access to local government systems and use a computer to perform 25% of their duties)?

Certification Statement

- If a local government, my organization is in compliance with the employee security awareness training requirements of Section 2054.5191, Texas Government Code;
- If a school district, my district is also in compliance with Section 11.175(g), Education Code;
- If a state agency, my agency is in compliance with the employee security awareness training requirements of Section 2054.519, Texas Government Code and the contractor security awareness training requirements of Section 2054.5192, Texas Government Code.

AND

- My organization is in compliance with the internal review requirements of Section 2054.5191, Texas Government Code; and
- I am authorized by my organization to submit this certification.

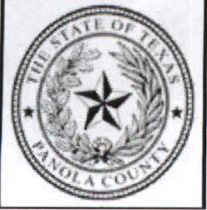
I certify that the information I have submitted is true and complete. I understand that knowingly submitting information that is not true and complete may result in civil or criminal penalties. I acknowledge that submitting this form satisfies the reporting requirements specified under Sec. 2054.5191 and Sec. 2054.5192, Texas Government Code (if applicable).

Date Submitted: August 25, 2025

Thank you.

Texas Department of Information Resources

TXTrainingCert@dir.texas.gov



FISCAL YEAR 2026
VEHICLE INVENTORY TAX INTEREST FUND

Fund: 190 - V.I.T. INTEREST

REVENUES

<u>190-360-41001</u>	INTEREST EARNINGS	<u>933</u>
		933

EXPENDITURES

<u>190-499-51040</u>	DEPUTIES	710
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	56
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	80
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	5
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	<u>72</u>

Fund 190 Total: 933


APPROVED BY HOLLY GIBBS, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

9-2-25
DATE

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

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216
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:

9:00 A.M., TUESDAY, OCTOBER 7, 2025

MARK ENVELOPES

"BID, AVIATION GASOLINE 100LL"

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.

Any questions concerning this Invitation to Bid and specifications should be directed to Robert Duncan, Airport Manager, at (903) 693-7856.

Signature of Bidder

INSTRUCTIONS/TERMS OF CONTRACT

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

"AVIATION GASOLINE 100LL"

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all bids to 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 216
CARTHAGE, TEXAS 75633**

Not later than **9:00 a.m., Tuesday, October 7, 2025**

Mark Envelopes:

"BID, AVIATION GASOLINE 100LL"

**BIDS RECEIVED AFTER OPENING DATE
AND TIME WILL NOT BE CONSIDERED**

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 Fiscal Year 2026.

LATE BIDS: Bids received 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 Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

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

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 Panola 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.

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 cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

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

Signature of Bidder

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 exception(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 ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. 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 any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

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.

Signature of Bidder

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

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, 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.

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

Signature of Bidder

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.

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 the 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 or 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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices 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 ADMINISTRATION: 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) 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 State of Texas Prompt Payment Act, Gov't Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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.

Signature of Bidder

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 SPECIFICATIONS: 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.

ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

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 Airport Manager Robert Duncan.

Signature of Bidder

FUEL SPECIFICATIONS

AVIATION GASOLINE - 100LL Minimum knock value lean (octane number) 100 minimum. Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be **refused at no cost** to Panola County.

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Airport-Sharpe Field.

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 10/03/25. BIDS THAT DO NO INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

Invoices submitted for payment must include refinery rack price verification by one of the following methods:

- 1) Documentation from the refinery stating the rack price on the delivery date;
- 2) Vendor may provide Panola County with a phone number for the refinery rack prices.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance with the foregoing specifications. Commodities not meeting the specifications shall be removed by the supplier and will not be paid for.

The estimated quantity to be purchased in **2026** is **30,000** gallons of aviation gasoline. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = REFINERY RACK PRICE + FEES + TAXES + BIDDER'S MARK UP

ESTIMATED ANNUAL COST = BID PRICE (AVIATION GASOLINE) *30,000

THE BID FOR GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST ESTIMATED ANNUAL COST.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to Robert Duncan, Airport Manager at 903-693-7856.

BID FORM AND CONTRACT
AVIATION GASOLINE 100LL

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE PANOLA COUNTY AIRPORT - SHARPE FIELD, 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 to Panola County, Texas for Fiscal Year 2026, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at _____ cents per gallon over refinery rack price.
Refinery rack price on 10-03-25 _____ cents/gallon.
- b) Additional Freight Charges for Bobtail Load _____ cents per gallon.

Exceptions To Specifications: _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

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__.

TEXAS COLLEGE OF PROBATE JUDGES

This is to certify that

RODGER MCLANE

COUNTY JUDGE

PANOLA COUNTY, TEXAS

has successfully completed the

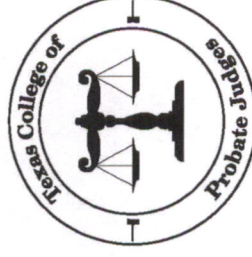
Continuing Judicial Education program at

THE MENGER HOTEL | SAN ANTONIO, TEXAS

August 27-29th, 2025



Hon. Guy Herman, TCPJ President



Rodger G. McLane
County Judge

Rodgers & Mc Lane

 ONLINE ✓ **IN PERSON**

Required course for jailer license,

APPROVED 09-09-2025

Rodger G. McLane
County Judge

Rodger G. McLane

PANOLA COUNTY OFFICIAL / EMPLOYEE REQUEST FOR CONFERENCE

 ONLINE

☒ IN PERSON

NAME:

Isaiah Daniels

POSITION:

Detention Corporal

DEPARTMENT:

Panola Co. Sheriff's Office

DATE:

September 2, 2025

CONFERENCE:

Basic Peace Officer Course

LOCATION:

Tyler Junior College

DATES:

June 23, 2025 TO Nov. 4, 2025

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

5 months

Does this 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?

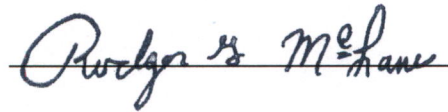
Yes

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 for Peace Officer License

APPROVED 09-09-2025

Rodger G. McLane
County Judge



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

NAME: Lee Dudley

POSITION: County Extension Agent

DEPARTMENT: AgriLife Extension

DATE: 9/3/2025

CONFERENCE: D5 TCAAA District Meeting/Training

LOCATION: The Fredonia Hotel, Nacogdoches, TX

DATES: 9/17/2025 through 9/18/2025

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 2

Does the conference meet your education 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 of necessary)