



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

April 10, 1978

VOL. 18 PG. 238

Commissioners Court met in regular session with all members present.

Judge Dean read the minutes of the April 3, 1978 meeting. Motion was made by J. W. Meadows, seconded by Bernice Nobles for the minutes to be approved as read. Motion carried. Then minutes were read of an Emergency meeting, April 6, 1978. Floyd Drennan made a motion, seconded by J. W. Meadows for these minutes to stand as read. Motion carried.

Mr. Roy Snow and Mr. Putrell Jones, who are on the Upshur County Child Welfare Board, met with the Court explaining the expences and income for 1977. Mr. Snow presented a proposed budget for Upshur County Child Welfare for 1978. Judge Dean said this would be considered when time came for the new budget.

Bernice Nobles made a motion, seconded by J. W. Meadows, that the Court approve the purchase of a high band 2-way radio for Constable of Precinct 2, Buddy Willeford, for the price of \$350.00. Motion carried.

Charles Still made a motion, seconded by Floyd Drennan, to approve a permit application for a driveway culvert on ROW of Evergreen Trails for Virgil Davis. Motion carried. (copy attached)

Permit application for use of ROW on Verbena Road for placing of a water line from Bi-County Water Supply Corp. was approved after a motion by J. W. Meadows and seconded by Charles Still. (copy attached)

Motion was made by J. W. Meadows, seconded by Bernice Nobles to approve an application to place a road culvert on ROW on Daffodil Road from Leon Noel. Motion carried. (copy attached)

A group of Upshur County citizens met with the Court in concern of rural fire protection. Judge Dean read a copy of the resolution mailed to the City of Gilmer last week which Judge Dean told the group at this time he had not heard from the City. After this, Charles Morris, Elton Wilburn, Lowell Holt and Wayne Toliver made talks on the needs for the rural area. No action was taken by the Court.

Judge Dean opened bids for road oil, metal road culverts and tank cars. The oil bids were from Quitman Construction Co., Quitman, Texas, American Petrofina Co., Mt. Pleasant, Texas and Wilson Riley, Tyler, Texas. The metal road culverts bid was from Texas Steel Culvert Co., Arlington, Texas. The Railroad Tank Cars bid was from Southwest Railroad Car Parts, Longview, Texas. Motion was made by J. W. Meadows, seconded by Floyd Drennan to accept all bids on road oil, metal road culverts and tank cars. (All copys attached.)

Motion was made by J. W. Meadows, seconded by Bernice Nobles to approve refund be made by tax assessor-collector, Bill Jones of State Ad Valorem Property Tax to C. O. Martin, Jr., & Longview Savings and Loan Assoc. on lots 26 & 29, Beverly Hills and to Gilmer Savings & Loan Assoc. on L. B. Brown Survey. Motion carried.

Motion was made by J. W. Meadows, seconded by Bernice Nobles to approve the unpaid bills. Motion carried.

Motion was made by Floyd Drennan, seconded by J. W. Meadows to adjourn. Motion carried.

Ernest Dean

J. W. Meadows

Bernice Nobles

Charles Still

Floyd Drennan

UPSHUR COUNTY CHILD WELFARE BOARD
FINANCE COMMITTEE RECOMMENDATIONS
1978 FY

VOL. 18 PG. 339

Based on program growth, it is anticipated that an additional 12 children will be placed in temporary care in 1978. It is also anticipated that 10 children will remain in long-term care.

Therefore, recommendations are as follows:

- I. The following guidelines shall be used in purchasing clothing for initial placement:

Infants - \$30.00	06-12 years - \$100.00
01-03 years \$50.00	12-18 years - \$125.00
03-06 years - \$75.00	

- II. Because of the number of children remaining in long-term foster care or in institutional care, the following guidelines shall be used in purchasing clothing to replenish the wardrobes of the growing children:

Infants - 06 years - \$50.00
06-12 years - \$100.00
12-18 years - \$150.00

- III. Miscellaneous funds for birth certificates, all other medical services not provided by Medicaid, special clothing and other needs for graduating seniors, assistance with driver's education fees when needed, etc.

- IV. The Upshur County Child Welfare Board will delegate authority to the Finance Committee to invest social security funds over needs of foster children in interest bearing certificates of deposits or other securities with assistance from proper legal council gratis. (Currently no children receive sufficient income to cover all needs and then invest the balance.)

- V. That County funds in the same amount be provided for children who do not qualify for AFDC or Social Security, but for whom foster care is necessary.

Based on the above, we recommend the following budget:

1978 PROPOSED BUDGET FOR UPSHUR COUNTY CHILD WELFARE

Projected Clothing Needs - Initial Placement	\$ 900.00
Projected Clothing Needs - To Replenish	800.00
Miscellaneous Funds (Incl. Med.)	300.00
Projected Non-AFDC Foster Care	<u>1,500.00</u>
TOTAL	\$3,500.00

SOURCES OF INCOME

Upshur County	\$1,500.00
United Way	1,500.00
Donations	<u>500.00</u>
TOTAL	\$3,500.00

VOL. 18 PG. 340

The Committee anticipates that this amount will cover necessities. Every effort is made to insure careful use of funds made available to care for Upshur County children.

March 28, 1978

Roy Snow, Chairman
Futrell Jones, Treasurer

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date April 3, 1978

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Virgil Davis
whose principal address is 1604 W. Lake Drive, Gladewater
does propose to place a driveway culvert
within the ROW of County Road Evergreen Trails
as follows:

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____, 19__.

FIRM: Virgil P. Davis

TITLE: _____

ADDRESS: _____

845-5041

Virgil P. Davis
4-19-78

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

PERMIT APPLICATION FOR 1978 APR 10 PM 2:31
USE OF UPSHUR COUNTY RIGHT OF WAY

Date April 5, 1978

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Bi-County Water Supply Corp.
whose principal address is P. O. Box 86, Pittsburg, Texas 75686
does propose to place a 1" Water Line within a 1 1/2" E Inch Encasement
within the ROW of County Road Verbena Road
about 1900ft North of Highway 155
as follows:

We propose to use a 6" ditcher to ditch across road and to lay the water line 30" to 36" below the top surface of the road and ditch line. In replacing or refilling the ditch we will tamp the dirt good from the bottom of ditch line to the top of surface. When we are ready to start this job we will be glad to notify the Commissioner, Mr. J. W. Meadows.

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after 5 th. day of April, 1978.

FIRM: Bi-County Water Supply Corp.

TITLE: *James Phillip* Manager

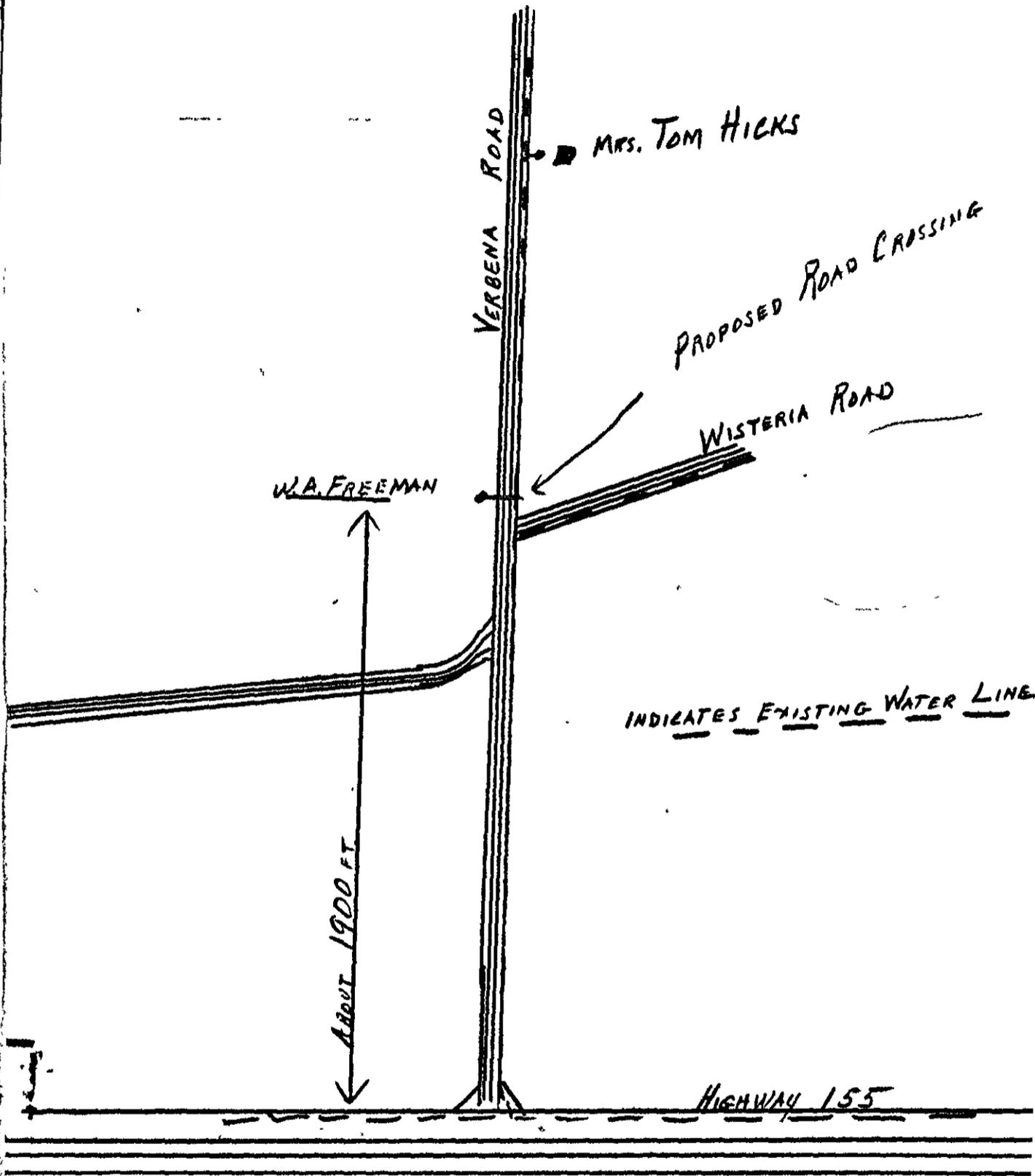
ADDRESS: Rt. 1, Box 146 or P. O. Box 86,
Pittsburg, Texas 75686

AP Phillip
4-10-78

BI-COUNTY WATER SUPPLY CORPORATION

ROUTE 1, BOX 148 - - OR P. O. BOX 66

PITTSBURG, TEXAS 75686



FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

1978 APR 10 PM 2:31

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 4-10-78

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that LEON NOEL
whose principal address is ROUTE 4, GILMER
does propose to place a CULVERT
within the ROW of County Road DAFFODIL ROAD
as follows: 18' OF 15" CULVERT TILE

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after 24 day of APRIL, 1978.

FIRM: MORSE ASSOCIATES

TITLE: CHIEF ENGINEER

ADDRESS: CENTRAL BLDG
GILMER TEXAS 75442

Approved
4-20-78

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be

- (1) *Crude oil*
 (2) *Texas Road oil or Refining oil*

in an amount up to 50,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the 31st day of December, 1978.

C. Oil will be delivered

- (1) in bulk at facilities owned by the bidder at
 (1) *\$8.15 per bbl. Eight and Seventy Five 100/100 dollars per bbl.
 "Crude oil"*

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

- (1) *\$12.00 Ten and 10/100 dollars per bbl. "Crude oil"*
 (2) *14.30 Fourteen and 30/100 dollars per bbl. "Refy. oil"*

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be

- (1) *\$10.00 Ten and 00/100 dollars per bbl. "Crude oil"*
 (2) *14.30 Fourteen and 30/100 dollars per bbl. "Refy. oil"*

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation),

*IN PART
NOT to Exceed \$40,000*

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

IN PART

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 4-10-78

Quitman Construction Company

Bidder: *By HRCastlebury*

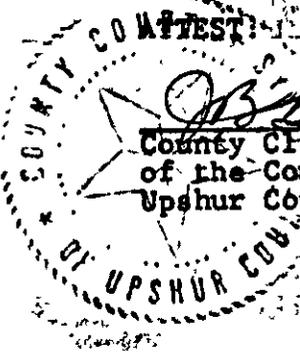
Address: *P.O. Box 939
Quitman, Texas*

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 10th day of April, 1978

UPSHUR COUNTY

By *[Signature]*
County Judge



[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

Quitman Construction Company

P. O. BOX 939

QUITMAN, TEXAS 75783

VOL. 18 PG. 347

April 5, 1978

Commissioners Court of
Upshur County, Texas
Keith Barber, County Auditor
P.O. Box 1084
Gilmer, TX 75644

Gentlemen:

Thank you for giving us the opportunity to quote you our price on road oil.

Since we own our facilities & crude oil for which we have quoted price, we do not feel it necessary to furnish you a bid bond or check.

Our operation, being small as it is, we do not solicit the countys' business in entirety.

However, we will agree to furnish you oil at the prices stated as we have done in the past.

We feel that we can save the county many, many dollars through the use of our crude oil, but we cannot furnish any more than we have.

I trust we can work out an agreement to suit a part of your needs.

Sincerely,

H.D. Castleberry
H.D. Castleberry
President of Quitman
Constr. Co., Inc.

mlc

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be

Crude oil - Lot 1
OR *REFINED oil - Lot 2*

in an amount up to 50,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the 30 day of NOVEMBER, 1978.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be *\$14.15 PER bbl*

Fourteen Dollars and Fifteen Cents Per bbl.

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

~~(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation),~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 4-10-78

Zionel Riley, Pres.
Bidder: WILSON-RILEY, INC.
Address: P.O. Box 4010
TYLER, TEXAS 75712

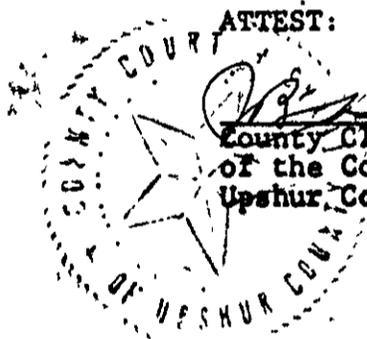
ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 10th day of April, 1978

UPSHUR COUNTY

By *Lawrence D. Dean*
County Judge

ATTEST:



[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be
Refined Oil (Texas Road Oil meeting State Department of Highways and Public Transportation Specifications)

in an amount up to 50,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the _____ day of _____, 1978. Prices are not firm. Vendor or Purchaser reserves the right to cancel in case of price increase.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

\$13.00 (Thirteen Dollars) per barrel F.O.B. Mount Pleasant, TX. Refinery

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

\$14.00 (Fourteen Dollars) per barrel delivered to any destination in Upshur County via Fina trucks with approximate capacity 6500 gallons.

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

~~(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation),~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,
American Petrofina Company of Texas

Date of Proposal: 4-10-78.

Bidder: W. A. Edwards, Jr.
Address:

W. A. Edwards, Jr.
P. O. Box 2159
Dallas, TX 75221

ACCEPTANCE

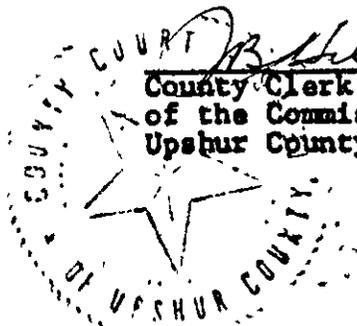
The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 10th day of April, 1978

UPSHUR COUNTY

By: [Signature]
County Judge

ATTEST:

[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas



SEABOARD SURETY COMPANY

VOL. 18 PG. 352 HOME OFFICE: NEW YORK, N. Y.

PROPOSAL BOND

Know all Men by these Presents:

THAT WE, AMERICAN PETROFINA COMPANY OF TEXAS

as principal, and SEABOARD SURETY COMPANY, a corporation under the laws of the State of New York, having its principal place of business in the City of New York, New York, as surety, are held and firmly bound unto UPSHUR COUNTY GILMER, TEXAS

as obligee, in the sum of FIVE PERCENT OF TOTAL AMOUNT BID ----- (5%) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 21 day of March 1978.

WHEREAS, the said principal is herewith submitting its proposal for SUPPLYING 50,000 BARRELS OF REFINED TEXAS ROAD OIL.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the surety's liability exceed the penal sum hereof.

American Petrofina Company of Texas
Principal

By [Signature] H.
Vice President

SEABOARD SURETY COMPANY

By [Signature]
Sandra Schiernbeck, Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Sandra Schiernbeck -----

of Dallas, Texas its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, and are still in full force and effect:

ARTICLE VIII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

- (a) by the Chairman of the Board, the President, a Vice President or a Resident Vice President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary, or
(b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice President to make such signature; or
(c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 16th day of October, 1975...

Attest:

SEABOARD SURETY COMPANY,

(Seal) Richard H. Lewis Assistant Secretary

By George T. Holbrook, Jr. Vice-President

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

On this 16th day of October, 1975, before me personally appeared George T. Holbrook, Jr. a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

State of New York
No. 41-9010912 Qualified in Queens County
Certificate filed in New York County

(Seal) Commission Expires March 30, 1978

Samuel C. Simmons Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VIII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VIII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Article VIII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 21 day of March, 1978



Juan Lynch Assistant Secretary
Form 937 (Rev 674)



**Texas Steel
Culvert Co. Inc.**
Texas Steel Warehouse, A Division
P. O. Box 727 Arlington, Texas 76010 817-285-2255

April 7, 1978

BID FORM

I, we TEXAS STEEL CULVERT COMPANY, INC. hereby agree to deliver to Upshur County, Texas all in accordance with specifications conforming to THD 460 specifications as to gauge for diameters listed below to Upshur County sites to be designated by the court during the period from April 10, 1978 to April 9, 1979:

QUANTITY	DIA.	16 Ga.		PRICE PER FOOT SCRIPT
		2.66	3 x 1	
88 ft.	12	\$ 3.27		Three dollars and 27/100
194 ft.	18	4.73		Four dollars and 73/100
60 ft.	24	6.35		Six dollars and 35/100
60 ft.	36	9.73		Nine dollars and 73/100
56 ft.	60	----	\$20.85	Twenty dollars and 85/100
22 ft	72	----	24.36	Twenty four and 36/100 dollars
14 Ga.				
2.66 3 x 1				
92 ft.	48	15.22		Fifteen dollars and 22/100
350 ft	84	----	36.59	Thirty-six dollars and 59/100
65 ft	96	----	38.81	Thirty-eight dollars and 81/100
12 Ga.				
2.66 3 x 1				
56 ft	60	28.16		Twenty-eight dollars and 16/100
10 Ga.				
2.66 3 x 1				
22 ft	72	40.52		Forty dollars and 52/100

Signed: *LaDon Thompson*

PROPOSAL AND CONTRACT FOR FURNISHING
CORRUGATED PIPE TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide the corrugated pipe called for upon the terms and conditions hereinafter specified.

B. The corrugated pipe to be delivered to the County shall meet Texas Highway specifications for strength. Corrugated pipe to be delivered under this contract shall be up to such number of feet as may be available to the bidder, but in no event shall the bidder be obligated to deliver any pipe hereunder after the 9th day of APRIL, 1979.

C. Corrugated pipe to be bid upon are of the following:

Diameter (in inches)	Price/foot
12	SEE ATTACHED BID LIST
18	
24	
36	
48	
60	
72	
84	
96	

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

~~(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation).~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 4-10-78.

Bidder: TEXAS STEEL CULVERT CO., INC.
Address: P. O. BOX 727, ARLINGTON, TEX.
76010

ACCEPTANCE

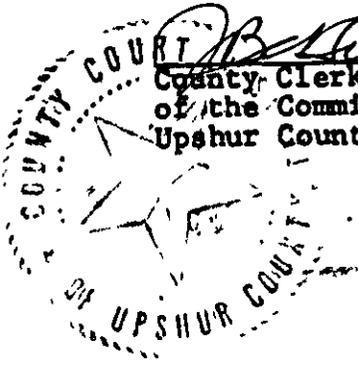
The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 10th day of April, 1978

UPSHUR COUNTY

By: [Signature]
County Judge

ATTEST:

[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas



PROPOSAL AND CONTRACT FOR FURNISHING
RAILROAD TANK CARS TO UPSHUR
COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide the tank cars called for upon the terms and conditions hereinafter specified.

B. The railroad tank cars shall be prepared for use as culverts with the hole patched, in an amount up to 11. Railroad tank cars to be delivered under this contract shall be up to such number of tank cars as may be available to the bidder, but in no event shall the bidder be obligated to deliver any tank cars hereunder after the 10 day of June.

C. Tank cars will be at least 32 feet in length

- (1) 9 being approximately 6 feet in diameter
- (2) 2 being approximately 8 feet in diameter

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

9- 7' 3" - \$)325.00 ea.

2- 6' 6" - \$)200.00 ea.

~~(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation).~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 4-10-78.

Bidder: Southwest Railroad Car Parts
Address: P.O. Box 594]
Longview, Texas 7560]

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 10th day of April 1978.

UPSHUR COUNTY

By: [Signature]
County Judge

[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

COUNTY CLERK
UPSHUR COUNTY