

**Award Documentation for
BID 2019-920
Asphalt
for Gregg County, Texas**



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

October 14, 2019

Mr. Tim Brittain
Bryan and Bryan
P.O. Box 625
Henderson, TX 75653
tbrittain@bryanasphalt.net
903-658-0537

Mr. Brittain,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Asphalt Services for Gregg County BID# 2019-920 on the October 14, 2019 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the purchasing period; please feel free to contact my office.

Regards,

A handwritten signature in black ink that reads "Kelli Davis".

Kelli Davis, CPPB
Gregg County Purchasing Agent
Longview, Texas



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

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October 14, 2019


Mr. Eddie Updike
Longview Asphalt
P. O. Box 3661
Longview, TX 75606
eupdike@longviewasphalt.com
903-758-0065

Mr. Updike,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Asphalt Services for Gregg County BID# 2019-920 on the October 14, 2019 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the purchasing period; please feel free to contact my office.

Regards,


Kelli Davis, CPPB
Gregg County Purchasing Agent
Longview, Texas

CONTRACT
BID# 2019-920 Asphalt Services

STATE OF TEXAS)
COUNTY OF GREGG)

WHEREAS, The BID/RFP package BID# 2019-920, including the Cover Sheet, Instructions, Specifications, Gregg County's Standard Terms and Conditions, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Gregg County Commissioners Court as the governing body of Gregg County did on October 14, 2019 award a contract to Bryan & Bryan Asphalt, for Asphalt Services, for Gregg County, Texas in quantities, services and at prices as set forth in the bid package; and/or as required on as needed basis as the vendor.

THEREFORE, know all men by these present, that this contract is entered into by Gregg County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with BID/RFP package BID# 2019-920 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof, and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said BID/RFP package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims (1) conforming to the attached specifications, (2) the supplies/services being delivered in good condition, and (3) services contracted for the Commissioners Court being satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Gregg County, Texas.

Prior Agreements Superseded

This Contract, with the entire BID/RFP package incorporated herein, including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The term of this contract will be for one (1) year and will become effective upon the beginning date of contract execution and will expire one year from start date. The contract may be renewed upon written agreement and mutual consent of both parties. Any renewals must be approved by the Gregg County Commissioners Court.

IN TESTIMONY WHEREOF: Witness our hands at Longview, Texas, effective as of the date awarded and stated above.

Date signed: October 14, 2019

VENDOR

GREGG COUNTY

By: _____

Authorized Agent

By: _____

Bill Stoudt, County Judge
Gregg County, Texas

This contract is not valid and does not become valid until such time (if any) it is officially awarded and executed by the Gregg County Commissioners Court.

CONTRACT
BID# 2019-920 Asphalt Services

STATE OF TEXAS)
COUNTY OF GREGG)

WHEREAS, The BID/RFP package BID# 2019-920, including the Cover Sheet, Instructions, Specifications, Gregg County's Standard Terms and Conditions, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Gregg County Commissioners Court as the governing body of Gregg County did on October 14, 2019 award a contract to Langview Asphalt Inc. for Asphalt Services, for Gregg County, Texas in quantities, services and at prices as set forth in the bid package; and/or as required on as needed basis as the vendor.

THEREFORE, know all men by these present, that this contract is entered into by Gregg County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with BID/RFP package BID# 2019-920 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof, and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said BID/RFP package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims (1) conforming to the attached specifications, (2) the supplies/services being delivered in good condition, and (3) services contracted for the Commissioners Court being satisfactorily performed.

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IN TESTIMONY WHEREOF: Witness our hands at Longview, Texas, effective as of the date awarded and stated above.

Date signed: October 14, 2019

VENDOR

By: [Signature]
Authorized Agent

GREGG COUNTY

By: [Signature]
Bill Stoudt, County Judge
Gregg County, Texas

This contract is not valid and does not become valid until such time (if any) it is officially awarded and executed by the Gregg County Commissioners Court.

**GREGG COUNTY
COMMISSIONERS' COURT AGENDA
REGULAR MEETING**

Monday, October 14, 2019 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

1. Approve payroll and transfer of payroll funds.
2. Approve bills payable, budget amendments, and budget transfer requests.
3. Approve health plan claims payments.
4. PUBLIC COMMENTS
5. WOMEN'S CENTER OF EAST TEXAS
 - a. Presentation of National Domestic Violence Awareness Month Proclamation.
6. AUDITOR
 - a. Request approval of Cash Receipt Report for September 2019.
7. BUDGET DIRECTOR
 - a. Request approval of correction to the FY20 Position Budget (and relative Budget Transfer Request) for the new Deputy II Position SH0251 in Organization 120742 to \$43,880.
8. COMMISSIONERS
 - a. Precinct 3 – request approval to assist the City of White Oak with repairs to Hawkins Creek Bridge on Old US Highway 80. Precinct 3 will furnish labor and equipment with White Oak providing all necessary materials. Project Planning Report is included.
 - b. Precinct 3 – request approval to assist the City of White Oak with the resurfacing of Archer Street. Precinct 3 will furnish labor and equipment with White Oak providing all necessary materials. Project Planning Report is included.
 - c. Precinct 3 – request approval to assist the City of White Oak with overlaying a portion of Littlejohn Street. Precinct 3 will furnish labor and equipment with White Oak providing all necessary materials. Project Planning Report is included
 - d. Precinct 3 – request approval to purchase 2019 haul trailer and subsequent Budget Transfer Request.
 - e. Precinct 4 – request approval to assist the City of Lakeport in repairs to Anita Street. Precinct 4 will furnish labor and equipment

with Lakeport providing all necessary materials. Project Planning Report is included.

9. COUNTY CLERK

- a. Request approval of Commissioners' Court minutes for the September 2019 term.

10. COUNTY JUDGE

- a. Request approval for the appointment of Thomas Visage to replace Phil Thacker, who resigned September 20, 2019, as a Commissioner of the Gregg County Emergency Service District No. 1.
- b. Request approval of Termination of Easement Agreement between Melfot Partners, Regions Bank, and Gregg County, Texas, and further request that the County Judge be authorized to sign on behalf of Gregg County.
- c. Request approval of Termination of Lease as to Motor Bank between 213 Investments, LLC, Regions Bank, and Gregg County, Texas, and further request that the County Judge be authorized to sign on behalf of Gregg County.
- d. Request approval of FY20 funding agreement between Gregg County and West Harrison Volunteer Fire Department.
- e. Request approval of FY20 funding agreement between Gregg County and East Texas Council on Alcoholism and Drug Abuse.
- f. Request approval of FY20 funding agreement between Gregg County and Family Promise of Longview, Inc.
- g. Request approval of FY20 funding agreement between Gregg County and the Greater Longview United Way, Inc.
- h. Request approval of FY20 funding agreement between Gregg County and SeeSaw Children's Place.
- i. Request approval of FY20 funding agreement between Gregg County and Martin House Children's Advocacy Center, Inc.
- j. Request approval of FY20 funding agreement between Gregg County and the East Texas Literacy Council.
- k. Request approval of FY20 funding agreement between Gregg County and Community HealthCore.
- l. Request approval of FY20 funding agreement between Gregg County and the Kilgore Rescue Unit.

11. EAST TEXAS REGIONAL AIRPORT

- a. Discussion any necessary action to approve the sale of Martin Product Sales, LLC East Hangar to GMax American Aircraft, LLC. The leasehold facility is a 43,090 SF lot with commercial aircraft hangar and the annual rent is \$4,739.90 with annual water utility

payment of \$420.00. The current lease will expire October 31, 2021 with 2 five-year extensions.

12. ELECTIONS

- a. Request approval of the appointment of Millie White as replacement Alternate Judge to serve at Greggton Community Center, as the original Alternate Judge is unable to serve.

13. HEALTH DEPARTMENT

- a. Discussion and necessary action to re-appoint Dr. Lewis Browne as the Local Health Authority for Gregg County, Texas and the Director of the Gregg County Health Department, including approval of two (2) year contract.
- b. Request approval to join the Texas Indigent Health Care Association with an annual membership fee of \$200 per year and A. J. Harris, Health Department Administrator, serving as the Gregg County Representative to TIHCA.

14. PURCHASING

- a. Consider approval to award bid and contract(s) for Asphalt Services for Gregg County: Bid 2019 – 920.
- b. Consider approval to reject all bid return for Courthouse Vestibules Project for Gregg County: Bid 2019 – 918.
- c. Consider approval to authorize the Purchasing Agent to advertise and request sealed bids for Courthouse Vestibules Project for Gregg County: Bid 2020 – 01.
- d. Consider approval to transfer \$1,000.00 from salary log to cover temporary services for the Purchasing Department.
- e. Consider approval to authorize the Purchasing Agent to advertise and request sealed qualification statements for Professional Design Services for the Gregg County Parking Facility Project: RFQ 2020 – 02.
- f. Consider approval of Agreement for a Repair Order to upgrade four (4) Courthouse elevators.

15. SHERIFF

- a. Request approval for the Gregg County Historical Museum, a 501(c) non-profit organization, to use Inmate labor, in accordance with the Texas Code of Criminal Procedure Art. 43.10 (4) Manual Labor.
- b. Request acknowledgement of FY20 Budget for State Asset and Forfeiture Account in accordance with Chapter 59.06 of Criminal Procedure.
- c. Request acknowledgement of proposed FY20 Budget for Gregg County Organized Drug Enforcement Unit (C.O.D.E.)

16. ADJOURN