

**Award Documentation for
BID 2020-13
Elderville Community Center
Improvements
Gregg County, Texas**

**GREGG COUNTY
COMMISSIONERS COURT AGENDA
REGULAR MEETING**

Monday, November 09, 2020 @ 10:00 a.m.
Commissioners Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

SERVICE AWARDS PRESENTED

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. AUDITOR
 - a. Request to approve and pay Rooker, Downing, and Booth Insurance for the Health Clinic Medical Insurance Policy and Professional Liability for the Jail Medical Staff for FY21.
6. BUDGET DIRECTOR
 - a. Request approval to designate Nancy Manning as the Records Management Officer (RMO) for the non-elected offices of Gregg County, Texas, per Local Government Code 203.25, effective November 9, 2020.
 - b. Request approval of Budget Transfer Request for funds and accrued leave for David Davis, who retired October 31, 2020.
7. COMMISSIONERS
 - a. Precinct 3 - request approval to install culvert at 126 South Point Road in Kilgore. Precinct 3 will provide labor, equipment, clay and recycled asphalt for fill and property owners will furnish culvert. Project Planning Report is included.
8. COUNTY CLERK
 - a. Request approval of Commissioners Court minutes for the October, 2020 term.
 - b. Request approval of Continuation Bond for Barbara Berry, Gregg County Emergency Services District #3 Treasurer, for a period of one (1) year commencing October 13, 2020.
 - c. Request approval of Continuation Bond for John Marcus Moore, Gregg County Fire Marshall, for a period of one (1) year commencing December 7, 2020.

9. COUNTY JUDGE

- a. Request approval of FY21 funding agreement between East Texas Child Advocates, Inc. and Gregg County.
- b. Request approval of FY21 funding agreement between Greater Longview United Way, Inc. and Gregg County.
- c. Request approval to pay annual membership dues to Texas Judicial Academy, associated with the education department of Texas Association of Counties, for one year in the amount of \$200.00.

10. INFORMATION TECHNOLOGY

- a. Request approval of Tyler Technologies End User License Agreement Amendment.

11. INVESTMENT COMMITTEE

- a. Approval of the FY20-21 Gregg County Investment Policy as recommended by the Investment Committee.
- b. Approval of the FY20-21 Authorized List of Brokers.
- c. Approval of a Resolution reappointing Laurle Woloszyn and Lori Pool as Co-Investment Officers of Gregg County, Texas.
- d. Approval of Commissioner Ronnie McKinney to serve on Gregg County Investment Committee effective January 1, 2021 through December 31, 2023.
- e. Approval of the reappointment of Kent Bryson to another term on the Investment Committee to expire December 31, 2023.
- f. Approval of the reappointment of Ed Moore to another term on the Investment Committee to expire December 31, 2023.

12. PURCHASING

- a. Consider approval of contract for Elderville Community Center Renovation Project – Bid 2020-13 (Consultant: Stan Hayes).
- b. Consider approval of contract renewal with Preferred Interpreters for Court-Certified Interpreter Services for Gregg County – RFQ 2017-713.
- c. Consider approval to award contract for tractor and boom ax for Precinct 4 Road and Bridge – Bid 2021-01.
- d. Consider approval to renew contracts with the following attorneys for indigent Defense Services for Gregg County: Molly Larison, Edward Choy, Zachary Austin, Barrett Hunt.

13. SHERIFF

- a. Request acknowledgment of FY21 proposed budget for Gregg County Organized Drug Enforcement Unit (CODE).

- b. Request acknowledgment of FY21 budget for State Asset and Forfeiture Account in accordance with Chapter 59.06, Code of Criminal Procedure.

14. ADJOURN

STANDARD FORM OF AGREEMENT

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS }
COUNTY OF GREGG }

THIS AGREEMENT, made and entered into this 9th day of November, A.D. 2020, by and between the County of Gregg, and State of Texas, acting through its County Judge, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Hugman Construction, Inc. of the City of Longview, County of Gregg, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**Gregg County Bid No. 2020-13
Elderville Community Center Improvements**

and all extra work in connection therewith, under the terms as stated in this Standard Form of Agreement; all of the documents attached to this Standard Form of Agreement; all Plans, Specifications and drawings for the project as prepared by the OWNER's engineer Hayes Engineering, Inc. (herein entitled "ENGINEER"); and all printed or written explanatory materials of said Plans, Specifications and drawings. The CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR shall commence and complete all such construction and work at the CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction and work.

The documents that are attached to and for all purposes made part of this Standard Form of Agreement include Addendum No. 1, the Notice to Bidders, Instructions to Bidders, Statement of Qualifications, CONTRACTOR's Bid Proposal, Bid Bond, Construction Performance Bond, Construction Payment Bond, Maintenance Bond, Certificate of Insurance, Gregg County, Texas Standard Terms and Conditions, Special Conditions, Wage Rates, Technical Specifications and Attachments 1, 2, and 3. This agreement shall also include all Plans, Specifications and drawings for the project, as prepared by the ENGINEER, and all printed or written explanatory materials of said Plans, Specifications and drawings. This Standard Form of Agreement and the documents listed herein shall collectively evidence and constitute the entire contract between the parties hereto regarding the subject matter hereof.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within ninety (90) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

CONTRACTOR's failure to timely commence work or diligently pursue completion of the work within the time limitations set out herein shall constitute a material breach of this contract. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the terms and conditions of this contract, including without limitation the General and Special Conditions of Agreement.

Without regard to and notwithstanding any rules on conflicts of law, this contract shall be subject to and interpreted in conformance with the laws of the State of Texas, unless expressly required otherwise by federal law or regulations.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

GREGG COUNTY, TEXAS
Party of the First Part (OWNER)

By: *Bill Stoudt*
The Hon. Bill Stoudt, County Judge

ATTEST:
[Signature]
(Seal)

HUGMAN CONSTRUCTION, INC.
Party of the Second Part (CONTRACTOR)

By: *[Signature]*

ATTEST:
Brenda Schafu
(Seal)

