

**Award Documentation for  
BID 2020-01  
Courthouse Vestibule  
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](mailto:purchasing@co.gregg.tx.us)

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November 12, 2019

**Mr. Jesse Hawkins**  
**Hugman Construction Inc.**  
**1105 Judson Rd.**  
**Longview, TX 75601**  
**[Jesse@HugmanDesignBuild.com](mailto:Jesse@HugmanDesignBuild.com)**  
**903-757-7202**

Mr. Hawkins,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Courthouse Vestibules for Gregg County BID# 2020-01 on the November 12, 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 BETWEEN  
HUGMAN CONSTRUCTION AND GREGG COUNTY, TEXAS**

This Contract is executed by and between Hugman Construction and Gregg County, Texas, hereinafter called CONTRACTOR AND COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for VESTIBULE PROJECT at the Gregg County Courthouse, 101 E. Methvin, Longview, Texas.

The CONTRACTOR shall provide all services at the Gregg County Courthouse, per Exhibit A: BID# 2020-01 Courthouse Vestibules for Gregg County, and the bid response from Hugman Construction dated October 30, 2019 attached herein.

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Gregg County Standard Terms and Conditions attached herein.

**The CONTRACTOR responsibilities shall include the following:**

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

**Insurance**

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Gregg County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

**Termination Provisions**

This contract is effective beginning from the date of the Notice to Proceed issued by Gregg County Officials until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be

required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

#### **Early Termination of Contract and Late Fees**

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

#### **Contract Amendments**

- A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
- B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representative.

#### **Payment Terms**

The COUNTY shall pay to the CONTRACTOR its fee of price not to exceed \$23,500.00 plus 3.5% of total contract amount for applicable bond fee for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

#### **Criminal Background Checks**

CONTRACTOR shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.

CONTRACTOR'S personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. COUNTY will determine what it means by "pass" a criminal background check, and the COUNTY reserves the right to exclude any worker from access to the facility for security purposes, within its sole discretion. That status, within the COUNTY's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract.

The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

#### **Bonds**

Pursuant to 2253.021 of the Texas Government Code the CONTRACTOR shall provide Payment Bond for this project. After COUNTY receives the required bonds a Notice to Proceed will be issued to CONTRACTOR.

#### **Warranty**

The vestibule Project performed by CONTRACTOR includes a one year workmanship warranty and manufacturer warranty is not limited by this contract.

#### **SPECIAL CONDITIONS**

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools,

superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

**RIGHT OF ENTRY.** The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

**EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

**CHARACTER OF WORKERS.** The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform CONTRACTOR in writing that workers are, in its opinion, incompetent, unfaithful or disorderly, such worker shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

**PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

**PROTECTION OF ADJOINING PROPERTY.** The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

**PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.** The CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing

out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the COUNTY by either the CONTRACTOR or his Surety.

**FINAL COMPLETION AND ACCEPTANCE.** Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then COUNTY will process final payment.

**FINAL PAYMENT.** The COUNTY, who shall pay to the CONTRACTOR on or before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

**PAYMENTS WITHELD.** The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for Material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

**CHANGE ORDERS:** Without invalidating this Agreement, the COUNTY may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the COUNTY after formal approval of Gregg County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

**EXAMINATION OF SITE OF PROJECT.** CONTRACTOR shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

**TRADE NAMES AND MATERIALS.**

Where materials or equipment are specified by a trade or brand name, it is not the intention of the COUNTY to discriminate against an equal product of another manufacturer, but rather to set a definite

standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of the COUNTY. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

**BARRICADES, LIGHTS, AND WATCHMEN.** Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

**RESTORATION OF SITE & CLEANUP.** Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

#### **SAFETY.**

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, or on, or near the construction site.

**EXISTING UTILITIES AND SERVICE LINES.** The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

**PROTECTION OF PROPERTY.** The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is CONTRACTOR'S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

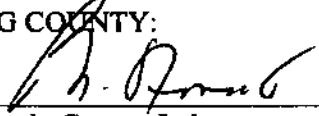
**CONTRACTS IN DEFAULT.** The COUNTY may declare a contract in default for any one or more of the following reasons:

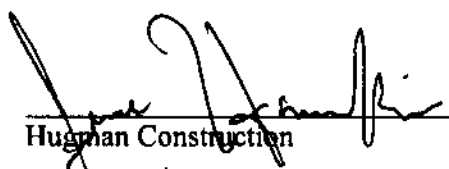
- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the COUNTY.

**INDEMNITY:** CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

**INTERPRETATION OF CONTRACT AND EXHIBIT B:** "Gregg County Standard Terms and Conditions" have traditionally been made part of every Gregg County Contract. To the extent that the "Gregg County Terms and Conditions" are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that the this contract should be interpreted so that that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

**APPROVED AS TO FORM AND CONTENT:  
GREGG COUNTY:**

  
\_\_\_\_\_  
Bill Stoudt, County Judge  
Gregg County, Texas  
11/12/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hugman Construction  
11/5/19  
\_\_\_\_\_  
Date



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

Tuesday, November 12, 2019 @ 10:00 a.m.  
Commissioners' Courtroom – 3<sup>rd</sup> Floor – Courthouse  
101 East Methvin Street – Longview, Texas

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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 approval of Cash Receipt Report for October 2019.
6. COUNTY CLERK
  - a. Request approval of Commissioners' Court Minutes for October 2019 term.
7. COUNTY JUDGE
  - a. Request approval of resolution declaring that Gregg County's 604 votes are cast in favor of Jim Cerrato (120), Keith Honey (121), A. P. Merritt (121), Vance Freeman (121), and Julie Woods (121) as candidates for the Gregg Appraisal District 2020-2021 Board of Directors.
  - b. Request approval of FY20 funding agreement between Gregg County and Longview Teen Court.
  - c. Request approval of FY20 funding agreement between Gregg County and Longview Public Library.
  - d. Request approval of FY20 funding agreement between Gregg County and Judson Metro Volunteer Fire Department.
  - e. Request approval of FY20 funding agreement between Gregg County and the City of Gladewater's Lee Public Library.
  - f. Request approval of FY20 funding agreement between Gregg County and Kilgore Public Library.
  - g. Request approval of FY20 funding agreement between Gregg County and Gregg County Historical Foundation.

**8. EAST TEXAS REGIONAL AIRPORT**

- a. Discussion and any necessary action to approve the sale/assignment of Paul Blalock Hangar #7 to Bill Pope. The T-hangar contains 2,131 SF, includes ½ of 70,152 SF ramp space, with an annual payment of \$707.57, and annual water utility payment of \$35.00. Current lease will expire on December 31, 2022.

**9. HUMAN RESOURCES**

- a. Request approval of contract with the City of Longview for the use of Maude Cobb Convention and Activity Complex for Gregg County Employee Benefits Fair to be held on April 9, 2020.

**10. INVESTMENTS**

- a. Request ratification of pledged and released collateral for the month of September.

**11. PURCHASING**

- a. Consider approval of contract with Curtis-McKinley Roofing for roof repairs at Gregg County Justice of the Peace Precinct 4 Office.
- b. Consider approval to award bid and contract for Gregg County Courthouse Vestibule Project: Bid # 2020 – 01.

**12. SHERIFF**

- a. Consider for approval Interlocal Cooperation Agreement between Gregg County and Nacogdoches County, Texas, for the housing and care of Nacogdoches County inmates.
- b. Request acceptance of State Criminal Alien Assistance Program (SCAAP) payment of \$42,386.00, less 22% (\$9,324.92) for Justice Benefits, Inc., per contracted agreement. Additionally, request approval for the funds to be used for medical services, vehicle purchase for transport of inmates, and mental health services.
- c. Request approval to transfer \$7,300.00 from Account 110-100451-710000-100 Non-Departmental Contingency to Account 233-120449-754000-120 Building Security Non-Capital and for the subsequent purchase of two (2) walk-through metal detectors for building security.

**13. ADJOURN**