

**Award Documentation for
BID# 2023-13
Asphalt and Related Products
Gregg County, Texas**



Gregg County Purchasing Department

Kelli L. Davis, CPPB, NIGP-CPP, Purchasing Agent

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

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

August 28, 2023

Eddie Updike
Longview Asphalt, Inc.
P.O. Box 3661
Longview, TX 75606

Re: Notice of Award

Mr. Updike,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Asphalt and Related Products. (Contract BID# 2023-13) on August 28, 2023 to your firm/business.

I want to thank you for your Bid; Gregg County looks forward to working with you.

If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,
Kelli Davis, CPPB, NIGP-CPP
Gregg County Purchasing Agent
Longview, Texas



**CONTRACT FOR ASPHALT FOR GREGG COUNTY, TEXAS
BID# 2023-13 Asphalt**

STATE OF TEXAS}
COUNTY OF GREGG}

WHEREAS, The BID/RFP package **BID# 2023-13**, 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 August 28, 2023 award a contract to Longview 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 Gregg County Bid package No. 2023-13 including Gregg County Standard Terms and Conditions 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.

Escalation/De-escalation Clause

In the event of a product cost increase, an escalation request shall be submitted to the Gregg County Purchasing Agent. Please be aware this measure is not intended to allow any increase in profit margin.

Price decreases as well shall apply. If the Contractor's prices are reduced for any reason, Gregg County shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the Contractor.

All requests for price increases must include the following information from the Contractor:

- a. Memo detailing price increase
- b. Justification of the price increase

All requests for price decrease must include the following information from the Contractor:

- a. Memo detailing price decrease


Pursuant to section 271.060 of the Texas Local Government Code all contract Change Orders for price escalation or de-escalation must be approved in writing by the Gregg County Commissioners Court

The term of this contract will be for two (2) years and will become effective on October 14, 2023. 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.

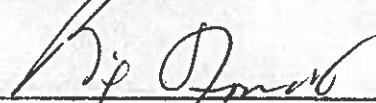
Date signed: August 28, 2023

VENDOR

By: 

Longview Asphalt
Eddie Updike

GREGG COUNTY

By: 

Bill Stoudt, County Judge
Gregg County, Texas