

**Award Documentation for
BID 2019-903
East Texas Regional Airport
South GA Apron Connector
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

April 30, 2019

Mr. Casey Slone
Casey Slone Construction, LLC
P.O. Box 1614
Marshall, TX 75671
casev@caseysloneconstruction.com
903-503-3733

Mr. Slone,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the East Texas Regional Airport South GA Apron Connector for Gregg County BID # 2019-903 on the April 29, 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

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 29th day of April, A.D. 2019, 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 Casey Stone Construction, LLC of the City of Marshall, County of Harrison, 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. 2019-903
East Texas Regional Airport South GA Apron Connector**

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, Conflict of Interest Form, Statement of Qualifications, Certification of Eligibility, CONTRACTOR's Bid Proposal, Bid Signature Form, Bid Bond, Certificate of Interested Parties (Form 1295), Construction Performance Bond, Construction Payment Bond, Maintenance Bond, Certificate of Insurance, Separation of Materials Form, Certificate of Final Completion, Gregg County, Texas Standard Terms and Conditions, Wage Rate Determination, General Conditions, Special Conditions, and Technical Specifications. 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)

Casey Slone Construction, LLC
Party of the Second Part (CONTRACTOR)

By: *[Signature]*
Casey Slone, President

ATTEST:
Linda Boat
(Seal)



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

Monday, April 29, 2019 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

PRESENTATION OF EMPLOYEE SERVICE AWARDS

1. Approve payroll and transfer of funds.
2. Approve bills payable, budget amendments, special bills, and budget transfer requests.
3. Approve health plan claims payments.
4. PUBLIC COMMENTS
5. AUDITOR
 - a. Approval of Non-Road and Bridge Expenditures for 2nd Quarter for FY19.
 - b. Presentation and discussion of the FY18 audit report.
6. COMMISSIONERS
 - a. Precinct 4 – request approval to assist the City of Lakeport in ditch work on Jones Road. Lakeport will furnish all necessary materials and Precinct 4 will provide labor and equipment. Project Planning Reports are provided.
7. COUNTY JUDGE
 - a. Consideration for approval of Amendment #1 for Grant Administration Services related to Gregg County's (West Gregg Special Utility District) Water Improvement Project - Texas Community Development Block Grant Contract No. 7218180, wherein the cost of an archaeological survey will be assumed by West Gregg SUD and will be subcontracted to a third party service provider.
8. EAST TEXAS REGIONAL AIRPORT
 - a. Discussion and any necessary action to approve the Gregg County Composite Squadron Civil Air Patrol surface lease renewal for the 5-year extension period per the terms of the Lease Agreement signed on May 19, 2014. The rent for this final term will be \$1.00 annually.

9. INVESTMENTS

- a. Request ratification of \$500,000.00 in collateral pledged and \$8,000,000.00 released.
- b. Request approval of Quarterly Investment Report for the period ending March 31, 2019.

10. MAINTENANCE

- a. Discuss and consider for approval West Gregg Special Utility District's request to bore beneath Samples Road to install a 1" customer water service line within a 2" encasement. This project is located in Precinct 3.

11. PURCHASING

- a. Consider approval of contract for East Texas Regional Airport South GA Apron Connector: Bid 2019 – 903.
- b. Consider approval of contract with Thomson Reuters for Law Library.
- c. Consider approval to award RFP 2019-911 for Precinct 4 pick-up truck purchase and the trade-in of County Inventory Tags # 22408 and #21754.

12. SHERIFF

- a. Request approval of purchase of a 2019 Police Package Chevy Tahoe to replace storm damaged vehicle; and subsequent approval of receipt of insurance proceeds for said vehicle. Breakdown of funds is included in backup.
- b. Request approval for Rotary Club of Longview, a 501(c)(3) non-profit organization, to use inmate labor, in accordance with the Texas Code of Criminal Procedure Art. 43.10(4) Manual Labor.

13. ADJOURN