

**Award Documentation for  
Bid 2018-801  
Elevator Services for Gregg County, 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 30, 2017**

**ThyssenKrupp Elevator Services**

**100 East Ferguson, St. 1103**

**Tyler, Texas 75702**

**[Jeremy.caruthers@thyssenkrupp.com](mailto:Jeremy.caruthers@thyssenkrupp.com)**

**903-533-8844**

Mr. Caruthers

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of Elevator Services for Gregg County Bid 2018-801 on the October 30, 2017 Agenda. Please review the attached contract and sign and return to Gregg County within fourteen (14) business days of receipt.

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 contract period; please feel free to contact my office.

Regards,

**Kelli Davis, CPPB**

**Gregg County Purchasing Agent**

**Longview, Texas**

# COMMISSIONERS' COURT AGENDA REGULAR MEETING

Monday, October 30, 2017 @ 10:00 a.m.  
Commissioners' Courtroom – 3<sup>rd</sup> Floor – Courthouse  
101 East Methvin Street – Longview, Texas

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## PRESENTATION OF EMPLOYEE SERVICE AWARDS – September and October

1. Approve payroll and transfer of funds.
2. Approve bills payable, budget amendments, and budget transfer amendments.
3. Request approval of health plan claims payment.
4. PUBLIC COMMENTS
5. WOMEN'S CENTER OF EAST TEXAS
  - a. Presentation of 2017 Domestic Violence Awareness Month Proclamation.
6. DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
  - a. Presentation of 2017 National Adoption Day Proclamation.
7. AUDITOR
  - a. Approval of Non-Road and Bridge Expenditures for 4<sup>th</sup> Quarter for FY17.
  - b. Discussion and any necessary action for the approval of the 2018 Resolution Authorizing the Intergovernmental Transfers (IGT) from the Local Provider Participation Fund (LPPF) authorized for the Texas Healthcare Program 1115 Waiver included in the Affiliation Agreements with Christus Good Shepherd Medical Center and Longview Regional Hospital, including the Medicaid Managed Care Rate Enhancement Program and the County's FY18 assistance up to the amount approved by Texas Health and Human Services Commission (HHSC).
8. COMMISSIONERS
  - a. Precinct 1 - Request approval to install culvert at new driveway location on Sam Page Road. Precinct 1 will provide labor, equipment, and any necessary recycled asphalt product (RAP). Culvert will be furnished by landowner. Project Planning Report is included.
  - b. Precinct 1 – Request approval to install culvert at new driveway location on Cox Lane. Precinct 1 will provide labor, equipment, and any necessary RAP. Culvert will be furnished by landowner. Project Planning Report is included.
  - c. Precinct 3 – Request approval to transfer Capital Road and Bridge funds in the amount of \$194,574.00 from 420-160920-75600 Old Highway 135 Project to 420-160907-75600 West Goforth Road Project.

- d. Precinct 4 – Request approval to assist the City of Lakeport with repairs to Ben Mitchell. The City will furnish all materials and Precinct 4 will provide labor and equipment. Project Planning Report is included.
- e. Precinct 4 – Request approval to install culvert at new driveway at Dodd Street and Borders Road in Longview. Precinct 4 will provide labor, equipment, and any necessary recycled asphalt product for fill-in and the landowner will furnish the culvert. Project Planning Report is included.

**9. COUNTY CLERK**

- a. Request approval of Commissioners' Court minutes for the September 2017 term.

**10. COUNTY JUDGE**

- a. Request approval to renew FY18 funding agreement between Kilgore Public Library and Gregg County.
- b. Request approval to renew FY18 funding agreement between White Oak School Community Library and Gregg County.
- c. Request approval to renew FY18 funding agreement between the Greater Longview United Way, Inc. and Gregg County.
- d. Request approval to renew FY18 funding agreement between SeeSaw Children's Place and Gregg County.
- e. Request approval to renew FY18 funding agreement between ARC of Gregg County, Inc. and Gregg County.
- f. Request approval to renew FY18 funding agreement between Longview Public Library and Gregg County.
- g. Request approval to renew FY18 funding agreement between Gregg County Historical Foundation and Gregg County.
- h. Request approval to renew FY18 funding agreement between Clarksville City-Warren City Volunteer Fire Department and Gregg County.
- i. Request approval of resolution declaring that Gregg County's 606 votes are cast in favor of Jim Cerrato (121), Keith Honey (122), A. P. Merritt (121), Mark Pruitt (121), and Julie Woods (121) as candidates for the Gregg Appraisal District Board of Directors.

**11. FIRE MARSHALL**

- a. Discussion and possible action on whether to continue Order Banning Open Fires initiated on October 16 or execute Order Terminating Ban on Open Fires.

**12. INFORMATION TECHNOLOGY**

- a. Request approval for STS Recycling to dispose of items listed on Gregg County Inventory Transfer Request Form # 1128, in accordance with State and Federal regulations.

**13. LINEBARGER, GOGGAN, BLAIR AND SAMPSON, LLP**

- a. Request approval of resolution authorizing the tax resale to Victoria Janis of property described as:

*All that certain tract of land situated in the A. R. Johnson Survey, Gregg County, Texas, as described as 100.00 feet by 150.00 feet, containing 0.3444 acre, more or less, in deed dated February 10, 1944, from Hazel C. Broughton to Mary E. Smith, in Volume 280, Page 125, Deed Records of Gregg County, Texas; SAVE & EXCEPT however, the West ½ as described in Volume 500, Page 419, Deed Records of Gregg County, Texas, leaving herein a residue of 0.1722 acre, more or less, being the East 50 feet of Lot 12, NCB 648, City of Longview, Gregg County, Texas (Acct No. 34917).*

Additionally, request is made to authorize County Judge to execute all necessary deeds.

**14. PURCHASING**

- a. Consider approval of copy machine lease agreement for the Tax Office, State Contract #DIR-TSO-3101.
- b. Consider approval to award culvert contracts for Gregg County, Bid 2018-802.
- c. Consider approval to authorize Purchasing Agent to advertise and request sealed proposals for ¾ ton pick-up truck for Gregg County Maintenance Department, RFP 2018-805.
- d. Consider approval of System Monitoring Agreement with Trane.
- e. Consider approval of contract for elevator services for Gregg County, Bid 2018-801.

**15. SHERIFF**

- a. Request approval for Gregg County Historical Museum, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure.
- b. Request approval for The Martin House Children's Advocacy Center, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure.

**16. TAX ASSESSOR-COLLECTOR**

- a. Request approval of 2017 certified tax roll.

**17. TEXAS CONFERENCE OF URBAN COUNTIES**

- a. Discussion and any necessary action regarding payment of 2018 dues in the amount of \$5,722.00.

**18. ADJOURN**

**BID 2018-801**  
**ELEVATOR MAINTENANCE SERVICES**

**STATE OF TEXAS}**  
**COUNTY OF GREGG}**

**WHEREAS**, The ENTIRE bid package **BID # 2018-801** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s), AND Best and Final Offers** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.030; and

**WHEREAS**, The Gregg County Commissioners Court as the governing body of Gregg County, Texas did on October 30, 2017 award a contract to Thyssenkrupp Elevator Corporation for Elevator Preventative Services, Maintenance and Repairs Gregg County, Texas in quantities, services and at prices as set forth herein; and in bid packet return for Bid 2018-801.

**THEREFORE**, know all men by these present that this contract is entered into by Gregg County, Texas hereinafter called "COUNTY" and by Thyssenkrupp Elevator Corporation, hereinafter called "VENDOR".

**THAT IN ACCORDANCE** with the Statement of Work/Specifications for Gregg County, Texas as specified in Gregg County Bid, **2018-801** incorporated herein including the Gregg County Standard Terms and Conditions, 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 contingent that the respective equipment, materials and supplies/services/work (1) conform to the attached specifications, (2) the supplies/services are delivered in good condition, (3) the services/work are performed and completed to the satisfaction of Gregg County.

**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 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.

**Termination Provisions**

This contract is effective for one year beginning October 31, 2017; except that in a case of default by the VENDOR by failure to meet conditions set forth in this contract, the COUNTY shall have the right to cancel this contract for any reason by giving thirty (30) days written notice to the VENDOR. The COUNTY agrees to give the VENDOR written notice within ten (10) days of any noncompliance and allow reasonable time for correction of the discrepancies. In the event of cancellation or termination then

Gregg County shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract. Gregg County shall pay all costs due up to the effective date of the cancellation or termination of the contract. Notwithstanding any other provision, this contract may be cancelled by either party upon thirty (30) days written notice to other party.

**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.

**Payment Terms**

The COUNTY shall pay to the VENDOR a fee for providing the services at Gregg County, Texas as set out below. The COUNTY will pay the entire balance due for services rendered upon Gregg County’s satisfaction with of job performance; the COUNTY will make payment to VENDOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

<b>Elevator</b>	<b>Monthly Service Fee</b>
Courthouse (hydraulic)	\$ 120.00
Courthouse (hydraulic)	\$ 120.00
Courthouse (friction)	\$ 320.00
Courthouse (friction)	\$ 320.00
Courthouse Jail (friction)	\$ 320.00
Courthouse Jail (friction)	\$ 320.00
North Jail (hydraulic)	\$ 120.00
North Jail (hydraulic)	\$ 120.00
Airport terminal (hydraulic)	\$ 120.00
Airport Firehouse Chair Lift	\$ 50.00
<b>Total Monthly PM Services</b>	<b>\$1,930.00</b>
<b>Hourly bill rates on service repairs</b>	
Hourly Service Rate (business hours)	\$ 200.00
Hourly Service Rate (after hours/weekends)	\$ 320.00
Vendor will be on site	2 hours or less
Service call time to site	30 minutes to 1 hour response time

**Work**

The VENDOR 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 VENDOR 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 and Materials**

The VENDOR 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 VENDOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

**Character of Workmen**

The VENDOR agrees to employ only orderly and competent men, 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 VENDOR in writing that any man or men on the work are, in COUNTY'S opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

**Protection against Accidents**

The VENDOR 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 VENDOR 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 VENDOR, acting at COUNTY'S discretion as an independent contractor.

**Protection of Property**

The said VENDOR shall take proper means to protect COUNTY property and adjacent properties which might be damaged or seriously affected by any process of construction undertaken under this contract. The VENDOR shall be liable for any and all claims for such damage. The VENDOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages arising or growing out of the performance of this contract.

**Protection Against Claims**

The VENDOR agrees that VENDOR will indemnify and hold 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 VENDOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the VENDOR fails so to do, then the COUNTY may at the option of the VENDOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the VENDOR'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 VENDOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this contract be construed to impose any obligation upon the COUNTY by either the VENDOR or VENDOR'S Surety.

### **Final Payment**

The COUNTY, who shall pay to the VENDOR on or before the 30th day, and before the 35th day, after the date of services, the balance due the VENDOR under the terms of this Agreement, provided VENDOR has fully performed his contractual obligations under the terms of this contract.

### **Payments Withheld**

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 VENDOR 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 a Change Order to be prepared by the COUNTY after formal approval of the Gregg County Commissioners Court. 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.

### **Site Clean Up**

Upon completion of repairs or services the VENDOR 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 VENDOR shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The VENDOR shall thoroughly clean all equipment and materials installed by VENDOR and shall deliver over such materials and equipment in an undamaged, clean condition.

### **Safety**

In accordance with generally accepted construction practices, the VENDOR 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.

### **Existing Utilities**

The VENDOR shall be responsible for the protection of all existing utilities, service lines or information technology lines crossed or exposed by VENDOR'S construction operations. Where existing utilities or service lines are cut, broken or damaged, the VENDOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at VENDOR'S own cost and expense.

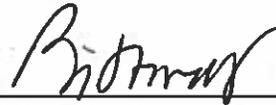
**IN TESTIMONY WHEREOF:** Witness our hands at Longview, Texas, effective as of the date awarded and stated above.

**Date signed:** 10/25/2017

***VENDOR***

***GREGG COUNTY***

By:   
Authorized Agent

By:   
Bill Stoudt, County Judge  
Gregg County, Texas

This Contract is executed by and between Thyssenkrupp Elevator Corporation and Gregg County, Texas,