

**ID**

**8945**

**Department:**  
Purchasing for Streets

**Vendor Name:**  
Nortex Concrete Lift & Stabilization

**Project Name:**  
16137 R2 Pavement Leveling Services - Nortex - Amendment 3

**Work Order Number(s):**

**Account Number:**  
0

**Contract Amount:**  
\$632,730.00

**Implementation Date:**  
11/1/2018

**Termination Date:**  
10/31/2019

**City Council Appr. Date:**  
11/15/2016

**Insurer A Name:**  
Admiral Ins

**Insurer A Expiration:**  
11/2/2018

**Insurer B Name:**  
American Home Assurance

**Insurer B Expiration:**  
12/9/2018

**Insurer C Name:**

**Insurer C Expiration:**

**Insurer D Name:**

**Insurer D Expiration:**

**Insurer E Name:**

**Insurer E Expiration:**

**Return Executed Copy To:**  
purchasing Angi Mize Dept. Glenda Peterson

<sup>FOR</sup>  
**Department Manager Signature:**

**Date:**  
8-16-18

**City Attorney Signature:**

**Date:**  
8/22/18

**City Manager/Deputy City Manager Signature:**

**Date:**  
8.22.18

**City Secretary Signature:**

**Date:**  
8-23-2018

AMENDMENT TO PRICE AGREEMENT  
CITY OF GRAND PRAIRIE

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS      §

**THIS AMENDMENT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **NORTEX CONCRETE LIFT & STABILIZATION, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement leveling services per bid award resulting from vendor's response to RFB #16137, submitted by Gary Franklin on August 8, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to \$3,163,650.00 if all extensions were exercised. This Contract was effective as of November 16, 2016, and was to terminate at midnight on October 31, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 31, 2017 and extended the term of the contract through October 31, 2018; and

WHEREAS, change order #1 was executed on November 30, 2017 adding grinding services; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on October 31, 2019 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain and not exceed the sum of \$632,730.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 9<sup>th</sup> day of August, 2018 <sup>mtf</sup>

**CITY OF GRAND PRAIRIE, TEXAS**

**NORTEX CONCRETE LIFT &  
STABILIZATION, INC.**

By:   
Anna Doll, Deputy City Manager

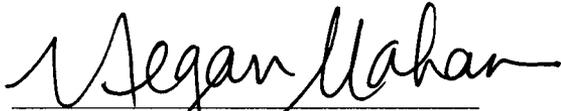
By:   
Printed  
Name: WILLIAM I. FRANKLIN

ATTEST:

Title: OWNER

  
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

  
Megan Mahan, City Attorney





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/09/2018

**PRODUCER**  
HALEY CARTER STATE FARM  
328 W MAIN ST., STE 1  
AZLE, TX 76020

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**



**INSURED**  
NORTEX CONCRETE LIFT & STABILIZATION, INC.  
201 NW 26<sup>TH</sup> ST  
FORT WORTH, TX 76164

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/POP AGG	\$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	96 0737-A01-43	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

City of Grand Prairie is listed as additional insured with waiver of subrogation

Project #161374

**CERTIFICATE HOLDER**

City of Grand Prairie Purchasing Department  
PO Box 534045  
Grand Prairie, TX 75053-4045

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
JUDY BUTLER, SSA

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.