

Dept: * Purchasing

Contract ID: 6758 R2

For: Public Works

Bid Number: 16137

Contact Name: Angi Mize

Contact Phone: * 8262

Contact Email: * amize@gptx.org

Vendor Name: Nortex Concrete Lift & Stabilization

Vendor Email: casey@frankinfoam.com

Project Name: Pavement Leveling Services

Summary final renewal

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 632,730.00

Total Contract Amount over all terms

\$ 3,163,650.00

Account #

Work Order #

Implementation Date

11/1/2020

Termination Date

10/31/2021

Council Approval Date

11/15/2016

Contract Approvals

Department Manager:

Kathleen Mercer

Date 8/31/2020

City Attorney Signature

Megan Mahan

Date 8/31/2020

City Manager Signature

SC Dye

Date 9/2/2020

City Secretary Signature

HL Galicia

Date 9/2/2020



**CITY OF GRAND PRAIRIE
AMENDMENT TO PRICE AGREEMENT**

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 (the "Agreement"); 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 \$3,163,650.00 if all extensions were exercised. The Agreement was effective as of November 16, 2016, and is to terminate at midnight on October 31, 2017, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in provided in paragraph XVI of the original Agreement; 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 change order #1 was executed on November 30, 2017 adding grinding services; and the second of four available renewal options was executed on August 23, 2018 and extended the term of the contract through October 31, 2019; and the third of four available renewal options was executed on October 3, 2019 and extended the term of the contract through October 31, 2020; and

WHEREAS, the above referenced agreement provides that CITY may request changes in the scope and focus of activities under this agreement; and

WHEREAS, the CITY has determined that we may require the services provided under this agreement of soil densification with high density polyurethane which were not specifically priced in the original bid response; and

WHEREAS, the VENDOR has agreed to perform said additional services as stated in Exhibit A; 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 add provisions for soil densification; and The CITY agrees that the price quoted is acceptable and in the best interest of the CITY; and
2. The parties mutually agree to extend the term of the contract and execute the final of the four available renewal options and extend the contract expiration to midnight on October 31, 2021 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

3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$632,730.00, to reflect the contract renewal; and
4. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages, and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and
5. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

6. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Dane Stovall Manager | Streets
1821 S SH161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8526 | Email dstovall@gptx.org

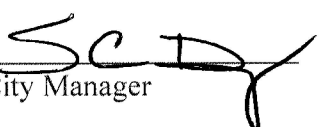
VENDOR:

Nortex Concrete Lift & Stabilization, Inc.
ATTN: Gary Franklin, Title
201 NW 26th, Fort Worth, TX, 76164
Phone 817-831-1240 | Email casey@frankinfoam.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

EXECUTED this the _____ day of 9/2/2020, 20__.

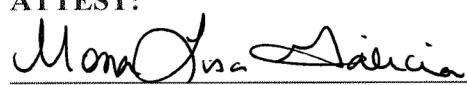
CITY OF GRAND PRAIRIE, TEXAS

By: 
Deputy City Manager

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

By: 
Printed
Name: DAVID S. SIMSON
Title: GM/SEC

ATTEST:


☐ For Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney

**Addendum proposal for RFB 16137 for Pavement Leveling Services,
considering soil densification with high density polyurethane**

Description: Injection of high density polyurethane foam material to densify and stabilize the weak/loose soils in the sub-base of the roadway.

Preparation: If necessary, Dynamic Cone Penetrometer testing will be performed at the site to determine the injection depth or depths below the roadway. If not required, the injection depth or depths will be agreed upon before injections by both the municipality and contractor.

Drilling: Use drilling operations that do not damage the surrounding concrete. Drill injection holes with diameters ½ - 5/8 inch through the concrete as proposed or as directed. Injection depths will be no less than 4 ft and no greater than 15 ft. Insert tubing to specified depths into drilled holes.

Injection: Inject high-density polyurethane formulation into the placed tubes at the depths specified by the engineer or determined by the Dynamic Cone Penetrometer testing. Cease injection once when directed, no improvement is observed, or material extrudes from locations other than slab penetrations. Take precautions to prevent the intrusion of injected material into any drainage facility and other structures. Remove any excessive polyurethane material after the nozzle is removed from the hole. Seal the hole with an approved method and material.

Grade Control: Laser levels, and dial gauge indicators will be used to properly monitor the surface at injection points. Once a lifting movement begins to take place shown on the monitoring equipment, the contractor will know that injection hole area has been properly densified. The Engineer may check the treated area to confirm that the pavement has been properly densified. Contractor shall be responsible for any pavement blowouts as well as excessive or uneven pavement moving. Contractor shall fix or replace damaged area to the satisfactory of the engineer.

Measurement: The polyurethane material shall be paid for by the pound calculated on the certified flow meters already required within RFP 16137 Pavement Leveling Services..

Payment: The quantity of material actually used based on the contract unit price shown below. Only those item/s on the pricing form shall be paid for directly. All other labor, tools, and equipment shall be considered incidental to the contract item/s.

Pricing Items:

Measurement	Unit	Price per Unit
Injection Depth 4 – 12 FT	LB	\$5.45

Terms:

All existing terms, material requirements, contract procedures and clauses are required under this addendum.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Bondtex Agency 147 West Main Azle, TX 76020	CONTACT NAME: Faith Lane PHONE (A/C, No, Ext): (817)747-2663 FAX (A/C, No): 1(888)789-6244 E-MAIL ADDRESS: faith@bondtexagency.com INSURER(S) AFFORDING COVERAGE INSURER A: All Risks/Admiral Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: Admiral Insurance company INSURER D: INSURER E: INSURER F:
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INSURED

Nortex Concrete Lift & Stabilization, Inc.
David Simpson
201 NW 26th St.
Fort Worth, TX 76164

COVERAGES
CERTIFICATE NUMBER: 00003890-1576163
REVISION NUMBER: 146

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CA000017139-08	11/09/2019	11/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			GX000000186-04	11/09/2019	11/09/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0002041319	12/09/2019	12/09/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	UMBRELLA			MKLV4EUE100269	12/12/2019	11/09/2020	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The coverage shown above is primary and not additional to or contributing with any other insurance carried by or for the benefit of the Additional Insureds.

CERTIFICATE HOLDER
CANCELLATION

City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Faith Lane</i> (FZL)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2020

PRODUCER

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

**INSURED**

NORTEX CONCRETE LIFT & STABILIZATION, INC.
201 NW 26TH ST
FORT WORTH, TX 76164

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.

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	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
A	X	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	96 0737-A01-43	07/01/20	07/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	\$
		OTHER					

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

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

RFB #16137 Payment Leveling Services

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