

ID**8210****Department:**

Purchasing for Streets

Vendor Name:

Viking Construction, Inc.

Project Name:

17041 Micro Surfacing & Slurry Seal Treatment Srv - Viking Construction - Amendment 1

Work Order Number(s):**Account Number:**

232010-01713503-63030

Contract Amount:

\$500,000.00

Implementation Date:

3/1/2018

Termination Date:

2/28/2019

City Council Appr. Date:

2/21/2017

Insurer A Name:

Zurich American Ins Co

Insurer A Expiration:

3/1/2018

Insurer B Name:

Travelers Property Cas Co of

Insurer B Expiration:

3/1/2018

Insurer C Name:

American Zurich Ins Co

Insurer C Expiration:

3/1/2018

Insurer D Name:**Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

Bryce Davis, Purchasing Manager

**Department Manager Signature:****Date:****City Attorney Signature:****Date:****City Manager/Deputy City Manager Signature:****Date:****City Secretary Signature:****Date:**

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 **VIKING CONSTRUCTION, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide micro-surfacing & slurry seal treatment services per bid award resulting from vendor's response to RFB #17041, submitted by Dan Welsh on January 30, 2017; and

WHEREAS, the above referenced contract was written for the not to exceed amount of \$500,000.00 at the unit prices quoted. This Contract was effective as of February 22, 2017, and was to terminate at midnight on February 28, 2018, 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 above referenced contract provides that VENDOR may request a price redetermination under this agreement so long as the request is substantiated in writing (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 extend the term of the contract and execute the first of the four available renewal options and extend the contract expiration to midnight on February 28, 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 CITY agrees that the price redetermination (Exhibit A) is acceptable and in the best interest of the CITY and results from an industry price increase of concrete; and
3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$500,000.00; The total estimated amount to be paid to VENDOR if all allowable contract renewals are executed shall not exceed \$2,500,000.00; and
4. This shall constitute an Authorization for extension of contract 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 26th day of January, 2018

CITY OF GRAND PRAIRIE, TEXAS

By: 
Anna Doll, Deputy City Manager

VIKING CONSTRUCTION, INC

By: 
Printed
Name: BRAD J. PEARCE
Title: VICE PRESIDENT

ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

Micro-Surfacing & Slurry Seal Surfacing Services

Price Redetermination RFB #17041

All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees

Vendor:	Viking Construction
Contact:	Dan Welsh
Email:	dan@vciss.com
Phone:	512-969106
City/State:	

ITEM	DESCRIPTION	QTY	UOM	UNIT	
				ORIGINAL BID PRICE	REDETERMINATION
1	Slurry Seal <49,999	1	SY	2.43	\$ 2.58
2	Slurry Seal >49,999	1	SY	2.3	\$ 2.44
3	Micro Seal <49,999	1	SF	2.89	\$ 3.06
4	Micro Seal >49,999	1	SY	2.74	\$ 2.90

Client#: 148025

VIKINCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2018

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 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 USI Southwest Austin 7600-B N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555		CONTACT NAME: Stefanie Wornell PHONE (A/C, No, Ext): 512 451-7555 FAX (A/C, No): 512 467-0113 E-MAIL ADDRESS: stefanie.wornell@usi.com													
INSURED Viking Construction, Inc. 2592 Shell Road Georgetown, TX 78628		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : Zurich American Insurance Compa</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of</td> <td>25674</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Compa</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Zurich American Insurance Compa	NAIC #	INSURER B : Travelers Property Cas. Co. of	25674	INSURER C : American Zurich Insurance Compa	40142	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0437877407	03/01/2017	03/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP437877307	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP11S4912217NF	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC437877507	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Grand Prairie
 326 W. Main Street
 Grand Prairie, TX 75050

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

J. W. Wagner

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DESCRIPTIONS (Continued from Page 1)

required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.