

**Dept:\*** Water/Wastewater Utilities

**Contract ID:** 20786 R2

**Contact Name:** Kimberley Ruiz

**Contact Phone:\*** 8089

**Contact Email:\*** kg Ruiz@gptx.org

**Vendor Name:** Innovative Roadway Solutions, LLC

**Vendor Email:** kking@missouripetroleum.com

**Project Name:** Surface Preservation Treatment Services

**Summary** R2 of 4

**Permanent Retention\***

Yes

No

**Contract Amount**

\$ 249,000.00

**Total Contract Amount over all terms**

\$

**Account #**

**Work Order #**

**Implementation Date**

5/1/2023

**Termination Date**

4/30/2024

**Council Approval Date**

5/4/2021

## Contract Approvals

**Department Manager:**

*NoREEN Housewright*

**Date** 2/22/2023

**City Attorney Signature**

*Akeem Ajinde*

**Date** 2/28/2023

**City Manager Signature**

*WILLIAM A. HILLS*

**Date** 2/28/2023

**City Secretary Signature**

*Gloria Colvin*

**Date** 3/1/2023

**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 **INNOVATIVE ROADWAY SOLUTIONS, LLC** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide surface preservation treatment services, per bid award resulting from vendor's response to RFB #21063, submitted by Kevin King on April 12, 2021; 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 \$1,000,000.00 if all extensions were exercised. The Agreement was effective as of May 5, 2021, and was to terminate at midnight on April 30, 2022, 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 paragraph XVI of the original Agreement; and

WHEREAS, VENDOR requested a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry and the first of four available renewal options were executed on May 5, 2022 and extended the term of the contract through April 30, 2023; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; 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 CITY agrees that the price redetermination is acceptable and in the best interest of the CITY and such price increase, which is attached hereto and incorporated herein as Exhibit A; and
2. The parties mutually agree to execute the second of the four available renewal options and extend the contract expiration to midnight on April 30, 2024 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 \$249,000.00, 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: Kimberley Ruiz, Senior Buyer | Purchasing Division  
300 W. Main Street, Grand Prairie, TX 75050  
PO Box 534045, Grand Prairie, TX 75053-4045  
Phone 972-237-8089 | Email [kg Ruiz@gptx.org](mailto:kg Ruiz@gptx.org)  
Accounts Payable Contact: [accountspayable@gptx.org](mailto:accountspayable@gptx.org)

City of Grand Prairie  
ATTN: Leland Miller, Streets Division  
1821 S. SH 161, Grand Prairie, TX 75052  
PO Box 534045, Grand Prairie, TX 75053-4045  
Phone 972-237-8529 | Email [lmiller@gptx.org@gptx.org](mailto:lmiller@gptx.org@gptx.org)

##### VENDOR:

Innovative Roadway Solutions, LLC  
ATTN: Kevin King, President  
493 Dr. M. Roper Pkwy. N., Bullard, TX, 75757  
Phone 903-894-4520 | Email [kking@missouripetroleum.com](mailto:kking@missouripetroleum.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 received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

- 7. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ 3/1/2023 . 20\_\_.

**CITY OF GRAND PRAIRIE, TEXAS**

By: *Whitlow C. Hill*  
Deputy City Manager

**INNOVATIVE ROADWAY SOLUTIONS, LLC**

By: *Kevin L. King*  
Printed  
Name: KEVIN L. KING  
Title: PRESIDENT

**ATTEST:**

for *Mona Lisa Galicia*  
Mona Lisa Galicia, City Secretary

**APPROVED AS TO FORM:**

*Akeem Ayinde*  


By Akeem Ayinde, Assistant City Attorney

**Surface Preservation Treatment**

**BID SHEET ~ RFB #21063**

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

**Vendor:**

IRS, LLC

**Contact:**

KEVIN KING

**Email:**

missouripetroleum.com

**Phone:**

9035215104

**City/State:**

Bullard, TX

CONTRACT QUANTITIES CONVENTION UNITS				
1	Surface Seal 5,000 to 10,000 sy	1	SY	\$ 5.05
2	Surface Seal 10,001 to 20,000 sy	1	SY	\$ 4.75
3	Surface Seal 20,001 to 300,000 sy	1	SY	\$ 3.85
4	Surface Seal 30,001 to 100,000 sy	1	SY	\$ 2.91
5	Surface Seal >100,000 sy	1	SY	\$ 2.75
6	Remove reflective markers	1	EA	\$ 2.00
7	Temporary tabs	1	EA	\$ 1.00
8	Traffic Control per job	1	JOB	\$ 4,000.00
<b>PRIMER SAMPLE QUANTITIES (for evaluation only)</b>				
9	*Road A - Large Job 1700 x 30 (specs below)	1	JOB	
10	*Road B - Small Job 400 x 30 (specs below)	1	JOB	
<b>TOTAL</b>				

\* Quantity bid as one each for each item. See paragraph 11 for typical work included as part of a work order. Actual quantity subject to work order details; Bid quantity will vary based on detailed work order. \*\* Projects for less than < 49,999 will have a scope planned for 3 or less working days.

PRIMER SAMPLE SPECS				
Sample Road	Road Length (Ft)	Road Width (Ft)	Surface Seal (Sq. Yds.)	Primer (SF)
Road A	1700	30	5666.67	200
Road B	400	27	1200.00	100