# EXHIBIT <br> "A" <br> CITY OF ROUND ROCK <br> AGREEMENT FOR THE PURCHASE OF TIRES <br> WITH <br> GOODYEAR TIRE AND RUBBER COMPANY 

## THE STATE OF TEXAS <br> CITY OF ROUND ROCK <br> COUNTY OF WILLIAMSON COUNTY OF TRAVIS

## KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the purchase of tires and related services needed to maintain City of Round Rock owned vehicles (referred to herein as the "Agreement"), is made and entered into on this the $\qquad$ day of the month of $\qquad$ , 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and GOODYEAR TIRE AND RUBBER COMPANY, whose offices are located at 200 Innovation Way, Akron, Ohio 44316 (referred to herein as the "Vendor").

## RECITALS:

WHEREAS, City desires to purchase tires and related services needed for the maintenance of City owned vehicles; and

WHEREAS, City is a member of BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 553-18 to receive pricing and services as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:
That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

### 1.01 DEFINITIONS

A. Agreement means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes any exhibits, addenda, and/or amendments thereto.
B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
D. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
E. Goods and services mean the specified services, supplies, materials, commodities, or equipment.

### 2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.
B. The term of this Agreement shall be from the effective date of the Agreement until February 28, 2021. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

### 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

### 4.01 ITEMS AWARDED; SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

### 5.01 COSTS

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."
B. The City shall is authorized to pay the Services Provider an amount not-toexceed One Hundred Ninety Thousand and No/100 Dollars ( $\mathbf{\$ 1 9 0 , 0 0 0 . 0 0}$ ) per year for a total not-to-exceed amount of Five Hundred Seventy Thousand and No/100 Dollars ( $\mathbf{\$ 5 7 0 , 0 0 0 . 0 0 )}$ for the term of this Agreement.

### 6.01 INVOICES

All invoices shall include, at a minimum, the following information:
A. Name and address of Vendor;
B. Purchase Order Number;
C. Description and quantity of items received or services provided; and
A. Delivery or performance dates.

### 7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

### 8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:
A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
B. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

### 9.01 GRATUITIES AND BRIBES

City may, by written notice to Service Provider, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

### 10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Service Provider's charges.

### 11.01 ORDERS PLACED WITH ALTERNATE SERVICE PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

### 12.01 INSURANCE

Vendor shall meet all requirements required by the City as set forth in Exhibit "B," attached hereto and incorporated herein for all purposes.

### 13.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chad McDowell
Director of General Services
220 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

### 14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### 15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:
A. Fails to make any payment in full when due;
B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

### 16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.
B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.
C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.
D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor
shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

### 17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Service Provider, or Service Provider's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

### 18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.
C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

### 19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

### 20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:
The Goodyear Tire and Rubber Company 200 Innovation Way
Akron, Ohio 44316

## Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephen L. Sheets, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

### 21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

### 22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

### 23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

### 24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### 25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Service Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

## City of Round Rock, Texas

By:
Printed Name:
Title:
Date Signed: $\qquad$
Attest:
By:
Sara White, City Clerk

## For City, Approved as to Form:

By:
Stephan L. Sheets, City Attorney

```Stephan L. Sheets, City Atlorn
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Goodyear Tire and Rubber Company


Printed Name: Gerald F. Payne
Director Sales and Operations
Title: Goodyear commercial Tire \& Service Centers
Date Signed: $\qquad$

## Exhibit "A"

# GOODSYEAR. <br> COMMERCIAL TRE \& SERVICE CENTERS 

October 2, 2018

Yvonne Hopkins, CTPM
Purchaser, Finance Department
City of Round Rock
221 East Main Street
Round Rock, TX 78664

Subject: Purchase Agreement for Tire Purchases based upon BuyBoard Contract 553-18
Dear Ms. Hopkins:
Goodyear CT\&SC and its location in Round Rock, TX are pleased to respond to your request to make a purchase agreement based upon Goodyear's Contract 553-18 with The Local Government Purchasing Cooperative ("BuyBoard "). This contract is a three-year agreement, expiring on February 28, 2021.

The products we listed on the price proposal spreadsheet you had sent to us are

- Goodyear manufactured products for Lines \#1 to \#15;
- Goodyear manufactured equivalent products for Lines \#17 to \#21 and Lines \#41 to \#44;
- Goodyear manufactured precure retreads for Line \#48, made with Goodyear manufactured materials, utilizing Goodyear proprietary deigns in retread plants approved under the Federal Government's Cooperative Plant Quality Certification process; and,
- All other lines are tires we offer to our customers, which are not manufactured by Goodyear but are sourced through a third-party tire broker.

Please note that the Goodyear CT\&SC sales location in Round Rock, TX, beyond selling tires, does engage in performing the related labor services to mount, dismount or repair of such tires, tire wheel refurbishment and 24/7 emergency tire road service. These services may be on-site for City of Round Rock or, at our facility in Round Rock, TX.

Please attached the following documents:

- The Price List
- BuyBoard "Vendor Contract Information", Contract 553-18


## Exhibit "A"

Goodyear appreciates the City of Round Rock's offer and please contact me or Mr. Jason Stine of this office (330-796-9489) with your questions.

Sincerely,


Richard J. Bevington
Fleet Solutions Manager
Goodyear Commercial Tire \& Service Centers
On behalf of

Brent B. Strandberg
General Manager Operations
Goodyear Commercial Tire \& Service Centers
Attachment:

- Cover letter for Price Agreement for Tire Purchases based upon BuyBoard Contract 553-18
- BuyBoard "Vendor Contract Information", Contract 553-18

CC: Risk Management
Legal
Goodyear CT\&SC - Round Rock, TX
PEG
City of Round Rock
Price Sheet
The Goodyear Tire \& Rubb
The City of Round Rock would like to enter into an agreement with The Goodyear Tire \& Rubber Company per the terms of Buy Board cooperative Contract No. 553-19. The Cily intends to $\$ 570.000$. Once executed, the agreement expiralion date will be 02/28/2021.
Special Instructions: The City reserves the right to order more or less then the quantities listed below. Please sign and relum with a copy of a current price list or catalog.

| Line: | Part Number | Description |  | Estimated Annual Quantity | Unit Price | \% off of catalog |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Goodyear Tires | Goodyour Product Codos |  |  |  |
| 1 | 1491961 | TIRE: 11 R22.5 GY R268 RSA 16PL | 138179674 | 10 | \$315.00 | Per Contract 553-19 |
| 2 | 1500461 | TIRE:P225/60R16 GY Eaple RSA 97V | 732354500 | 6 | \$90.00 | Per Contract 553-19 |
| 3 | 1500506 | TIRE:LT225/5R16 GY WRL HT LOAD RANGEE | 744830900 | 2 | \$111.00 | Per Contract 553-19 |
| 4 | 1501246 | TIRE:P235/5SR17 GY Eagle RSA 98W | 732002500 | 132 | \$105.00 | Per Contract 553-19 |
| 5 | 1501444 | TIRE:P225/0R15 GY WRANGLER SR-A OWL | 183482418 | 2 | \$90.75 | Per Contract 553-19 |
| 6 | 1501921 | TIRE;ST225/75R15 GY MARATHON TRAIL TTC06 | 7621472406 | 2 | 56778 | Per Contract 553-19 |
| 7 | 1502336 | TIRE:P235/65R17 GY ASSUR FUELMAX 103HTL | 738317571 | 2 | 592.13 | Per Contract 553-19 |
| 8 | 1502497 | TIRE:235/55R18 GY ASUR CS FM 100 V | 755339383 | 12 | \$125.50 | Per Contract 553-19 |
| 9 | 1502621 | TIRE:245/55R18 GY EAG RSA 103V | 732026500 | 112 | \$134.09 | Per Contract 553-19 |
| 10 | 1502817 | TIRE:235/5R17 GY WRL AT ADV 109T | 758089572 | 7 | \$132.24 | Per Contract 553-19 |
| 11 | 1503099 | TIRE;ST205/75R14 GY ENDURANCE ST 08 | 724864519 | 2 | 59625 | Per Contract 553-19 |
| 12 | 1503101 | TIRE:ST205/75R15 GY ENDURANCE(2160 LB) | 724861519 | 54 | 597.90 | Per Contract 553-19 |
| 13 | 1503103 | TIRE:235/80R16 GY ENDURANCE ST 10 | 724858519 | 6 | \$132.55 | Par Contract 553-19 |
| 14 | 1503907 | TIRE:P265/60R17 GY Eaple RSA | 732523500 | 108 | \$116.00 | Per Contract 553-19 |
| 15 | 1491348 | TIRE:225/70R19.5 GY G647 RSS | 139172053 | 46 | 5240.79 | Per Contract 553-19 |
|  |  | Description - Other Tire Brands (currently used by the Clity) | Description - Goodyear Tire Equtvalent (quote if avallable) | Esthnated Annual Quantity | Unit Price | \% off of catalog |
| 16 | 1150727 | TIRE:20x $10.00-10$ TURF SAVER 04 | Avallable from 3rd party suppliar - Pnces quoled are NET | 7 | \$78.00 | NeO |
| 17 | 000179 | TIRE:LT235/95R16/E FS TRANSFORCE A/T2 BW | WRLAT Adventuri 748745572 | 12 | \$167.23 | 45 |
| 18 | 0302-1016 | TIRE;BS.T30-EVO 170/60ZR17(PD MOCY) | Motorcyde Tro | 5 | No Bid |  |
| 19 | 097759 | TIRE:P23570R16XL FS DEST LE2 | SL Assurance All Season 107866374 | 22 | 582.39 | 47 |
| 20 | 097776 | TIRE; P235/70R17 FS DEST LE | WRL Fortitude HT 157078622 | 12 | \$173.15 | 45 |

City of Round Rock
Price Sheet
The Goodyear Tire \& Rubber Company Buy Board Contract \# 553-19
The City of Round Rock would like to enter into an agreement with The Goodyear Tire \& Rubber Company per the terms of Buy Board cooperative Contract No. 553-19. The City intends to $\$ 570,000$. Once executed, the agreement expiration date will be 02/28/2021.
Special Instructions: The City resenves the right to order more or less then the quantities listed below. Please sign and return with a copy of a current price list or catalog.

| Linew | Par Number | Doscription |  | Estimated Annual Quantity | Unle Price | \% off of catalog |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Goodyear Tires | Goobyear Product Codge | . |  |  |
| 21 | 097844 | TIRE:P255/70R16 FS DEST LE2 | Goodyear 111 TT ASSURANCE CS FUEL MAX SL 755276383 | 2 | \$106.21 | 45 |
| 22 | 102-8412 | TIRE;BS.T30.GT 12070XR18(PD MOCY) | Motergyde Tre | 3 | No Old |  |
| 23 | 1150746 | TIRE:16x6.50-8(CARLISLE) FOR TORO 30626 | Available from 3rd party suppliar - Prices quoled aro NET | 18 | \$19.00 | Not |
|  |  | Description - Other Tire Erands (currently used by the Clity) | Description - Goodyear Tire Equivalent (quote if avallable) | Estimated Annual Quantily | Unit Price | \% off of catalog |
| 24 | 1150750 | TIRE:18x8.50-8 CARLISLE TURF MASTER APLY | Avaliable from 3nd party supplier - Prices quoled aro NET | 6 | \$29.00 | Not |
| 25 | 1150757 | TIRE:24×12.00-12 CL TURF MASTER 04 | Available from 3rd party suppliar - Prices quoted are NET | 2 | 597.00 | Not |
| 26 | 1150803 | TIRE; $23 \times 8.50-12$ CARLISLE TURF MASTER 4PL | Avalable from 3rd party suppliter - Prices quoted aro NET | 14 | 590.00 | Nat |
| 27 | 1150805 |  | Available from 3rd party supplier - Prices quoted are NET | 2 | \$43.00 | Not |
| 28 | 1150811 | TIRE:20x10-8 CL TURF MASTER TL O4 | Avaliable from 3rd party suppliar - Prices quoted are NET | 2 | \$39,00 | Net |
| 29 | 1150817 | TIRE:22x11-8 KNOBEY(CARLISLE) | Available from 3rd party supplier - Prices quoted are NET | 5 | S41.00 | Not |
| 30 | 1150837 | TIRE:22.5x10-8 FIELD TRAX 3 | Avililable from 3red party supplier - Prices quoted are NET | 2 | 578.00 | Not |
| 31 | 1150853 | TIRE:20.5x8.0-10 CL(USA TRAILER TL 10) | Avallable from 3rd party supplior - Prices quoted aro NET | 8 | \$73.00 | Not |
| 32 | 1150857 | TIRE: $22 \times 9.50-10$ TURF TRAC 04 | Avaidabla from 3rd party supplier - Prices quoled ara NET | 4 | \$44.00 | Net |
| 33 | 1150877 | TIRE:18x0.50-10 J.D. | Available from 3rd party supplier - Prices quoted are NET | 2 | \$37.00 | Net |
| 34 | 1150885 | TIRE:25x11.00-12 CARLSLE ALL TRAIL II | Aveilable from 3rd party suppler - Prices quoted ara NET | 2 | \$66.00 | Not |
| 35 | 1150890 | TIRE: $24 \times 12.00-10$ CARLISLE TURF TRAC | Avaliable from 3rd party supplier - Pricas quotad ara NET | 2 | \$50,00 | Nol |
| 36 | 1150972 | TIRE; $24 \times 10.50-10$ GATOR | Available from 3rd party supplier - Prices quoted aro NET | 2 | \$76.00 | NeI |
| 37 | 1151038 | TIRE:ST205/90015 SPORT TRAIL 08(2600 L8) | Available from 3rd party supplier - Prices quotod ano NET | 12 | 5107.00 | Nel |
| 38 | 1151053 | TIRE:25x9.00-12 CL ALL TRAIL 1104 | Avallable from 3rd party supplier - Prices quoted aro NET | 5 | \$125.00 | Nol |
| 39 | 1701263 | TIRE;4.804.00-8(DEESTONEJIN 06 | Aviilablo from 3rd party supplter - Prices quotod are NET | 2 | \$18.00 | Nat |
| 40 | 1704747 | TIRE:ST225/90D16 SAMSON RB233 TRL 10 | Avallable from 3rd party supplier - Prices quotod are NET | 63 | \$130.00 | Not |

Clity of Round Rock
The Goodyear Tire \& Rubber Company
Buy Board Contract \# 553-19
The City of Round Rock would like to enter into an agreement with The Goodyear Tire \& Rubber Company per the terms of Buy Board cooperative Contract No. 553-19. The City intends to
purchase from this agreement Tires and Tire Related Services as needed to maintain the City vehicies in an amount not to exceed $\$ 190,000$ per year for a lotal not to exceed amount of $\$ 570,000$. Once executed, the agreement expiration date will be $02 / 28 / 2021$.
Special Instructions: The City reserves the right to order more or less then the quanlities listed below. Please sign and return with a copy of a current price list or catalog.

| LIne: | Part Number | Description |  | Estimated Annual Quantly | Unit Price | \% off of catalog |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Goodyear Tires | Goodyoar Product Codes |  |  |  |
| 41 | 189769 | TIRE;LT245/75R16 FS TRANSFORCE HT | WRL Fortitude HT 157059620 | 2 | 5114.85 | 45 |
| 42 | 191316 | TIRE:LT245ת70R17 FS TRNSFORCE HT | WRL Fortitude HT 157172620 | 30 | \$127.80 | 45 |
| 43 | 200156 | TIRE:LT265/70R17 FS TRANSFORCE HT | WRL Forttude HT 157042622 | 2 | 5116.36 | 45 |
| 44 | 207483 | TIRE:LT245/75R17 FS TRANSFORCE HT OWL | WRL Fortitude HT OWL.TL 157060620 | 43 | \$127.80 | 45 |
| 45 | 310931 | TIRE;BS, 120/702R17,ROADSMART MKBMWPD |  | 2 | No Bid |  |
| 46 | 310943 | TIRE:BS, 180/552R17.ROADSMART HKBMWPPD |  | 4 | No 8ld |  |
| 47 | 68-211 | TIRE:24×12.00-12(OLDER SCAG) |  | 2 | No Bid |  |
| 48 | RECAP11R22.5 | TIRE:11R22.5 RECAP | Goodyear Precure G167 22, 254086702 | 53 | \$190.00 | 64 |
| 49 | 117-2901 | TIRE:23x10, 50-12(TORO 31201,31253N) | 1150803 | 6 | 592.00 | Nat |







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Special instructions: The City reserves the right to order more or less then the quantities listed below. Please sign and return with a copy of a current price list or catalog.
 The City of Round Rock would like to enter into an agreement with The Goodyear Tire \& Rubber Company per the terms of Buy Board cooperative Contract No. 553-19. The City intends to


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## Exhibit "B"

## CITY OF ROUND ROCK

## INSURANCE REQUIREMENTS

1. INSURANCE: The Vendor shall self insure or procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

INITIAL
1.2. The following standard insurance policies shall be required:
1.2.1. General Liability Policy
1.2.2. Automobile Liability Policy
1.2.3. Worker's Compensation Policy
1.3. The following general requirements are applicable to all policies:
1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
1.3.4. In the event of a claim being filed, the City may review the relevant insurance policies at Goodyear's corporate office during regular business hours.
1.3.5. Policies shall include, but not be limited to, the following minimum limits:
1.3.5.1. Minimum Bodily Injury Limits of $\$ 300,000.00$ per occurrence.
1.3.5.2. Property Damage Insurance with minimum limits of $\$ 50,000.00$ for each occurrence.
1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and $\$ 300,000.00$ for each occurrence, and Property Damage Minimum limits of $\$ 50,000.00$ for each occurrence.
1.3.5.4. Statutory Worker's Compensation Insurance and minimum $\$ 100,000.00$ Employers Liability Insurance.
1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.
1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.


## Exhibit "B"

1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificates) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) on the automobile policy only.
1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
1.5.4. Remove all language on the certificate of insurance indicating:
1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of liability coverage sufficient to include such obligations within applicable policies.
1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.

## care together with the indemnification provision, shall be underwritten by contractual

1.5.10. All notices shall be mailed to the City at the following addresses:
Assistant City Manager
City of Round Rock
221 East Main
Round Rock, TX 78664-5299

City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664

## 2. WORKERS COMPENSATION INSURANCE

2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
2.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-

## Exhibit "B"

operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

## Exhibit "B"

2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs ( 2.1 thru 2.7 ), with the certificates of coverage to be provided to the person for whom they are providing services.
2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.

