

STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this 1st day of November, 2022, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and Colliver Tire Service, of the City of Hexvitt, TX, County of McLennan, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein, CONTRACTOR hereby agrees to deliver:

Services and supplies specified in **Bid # 23-03 Tire Services** and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for costs of services and supplies charged per the unit costs shown below:

Bid 23-03 Tire Services	
Colliver Tire Service	Bid Unit Price
Services	Unit Cost
12.1 Service Call	
Normal Hours 0700-1700	\$ 85.00
After Hours: 1700-0700	\$ 85.00
Holidays: Those observed by the City of Killeen	\$ 85.00
Outside of Killeen City limits	\$ 85.00
12.2 Fleet Tire Evaluation (per 3.3 & 3.4)	
Weekly Fleet Evaluation	\$ 85.00
Monthly Fleet Evaluation	\$ 85.00
12.3 Tire Installation/Replacement Service	
15"-19.5"	\$ 25.00
22.5"-24.5"	\$ 32.50
Ag/Off-Road: Price per cross section	\$ 3.50
24/25 O Ring	\$ 18.50
12.4 Tire Repair Service	
15"-19.5"	\$ 25.00
22.5"-24.5"	\$ 35.00
Ag/Off-Road: Price per cross section	\$ 4.00
Valve Stems - Ag/Truck/Bus	\$ 8.00
Valve Stems - Off Road	\$ 27.50
12.5 Wheel Reconditioning	
	\$ 50.00
12.6 Scrap Tire Evaluation and Consultation	
	\$ -

12.7 Tire Retread Services	
26/32" Drive tire (WHR):	
11R22.5	\$ 195.00
12R22.5	\$ 210.00
295/75R22.5	\$ 195.00
315/80R22.5	\$ 255.00
22/32" Drive tire (167):	
11R22.5	\$ 169.00
12R22.5	\$ 175.00
295/75R22.5	\$ 169.00
315/80R22.5	\$ 215.00
Section Repair	\$ 25.00
12.8 Tire Casings When Required	
11R22.5	\$ 72.50
12R22.5	\$ 72.50
295/75R22.5	\$ 85.00
315/80R22.5	\$ 75.00
12.9 Solid Rubber Tire Filling Service:	
Price Per Pound	\$ 2.35
12.10 Tire Disposal Service	
11R22.5	\$ 12.50
12R22.5	\$ 12.50
295/75R22.5	\$ 12.50
315/80R22.5	\$ 12.50
385/65R22.5	\$ 12.50
425/65R22.5	\$ 12.50
445/65R22.5	\$ 12.50
AG/Off Road: Price per Cross Section	\$ 5.50

CONTRACTOR hereby agrees to deliver services and supplies as noted in the specifications section of Bid 23-03 after the date contained in the notice of award given to CONTRACTOR.

Contract term shall be for a six (6) month period and may be extended for an additional five (5), six (6) month period(s) if so agreed to by both parties.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- o Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- o Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy companies is defined in Government Code Chapter 809.*
- o Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole partnership is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

OWNER

CONTRACTOR

By: _____

By: _____

Judith Tangalin
City of Killeen

Date

Interim Executive Director of Finance
Title of Signatory

Printed Name of Signatory

Date

Title of Signatory, Authorized Representative

By: _____

Holli C. Clements
City Attorney

Date

ATTEST (as applicable)
