

Service Contract / Agreement

STATE OF TEXAS
CITY OF KILLEEN
BELL COUNTY

THIS AGREEMENT is made and entered into this 12th day of April, 2019, 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 D.I.J. Construction, Inc., of the City of Killeen, Counties of Bell, 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:

Bid # 19-17, Pavement Marking 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 the following:

Line items per outlined attached bid tabulation based upon estimated quantities

Per Bid Terms, Pricing & Term Renewals, Page 6

Contract term shall be for a two year (2) period and may be extended for an additional four (4), six (6) month period(s) if so agreed to by both parties. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing shall remain firm during the first twelve (12) month term of the contract with the option of price increase for the latter twelve (12) months, per pricing & term renewals guidelines. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a cost increase in manufacturing.

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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.

OWNER

By: _____
City of Killeen

Date

CITY MANAGER
Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: 
D.I.J. Construction, Inc.

3/19/19
Date

Tim D Jarman
Printed Name of Signatory

VP / ESTIMATOR
Title of Signatory, Authorized Representative

ATTEST (as applicable)
Bob Smith