



SUPPLY AGREEMENT NO. 1714

Tires for Fleet Maintenance

THIS **Tires for Fleet Maintenance Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Goodyear Commercial Tire & Rubber Co. ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide tires for Fleet Maintenance in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope.** Supplier will provide Tires for Fleet Maintenance in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for 12 months. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$96,709.65, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Benjamin Sanchez
Fleet Maintenance
361.826.1959
BenjaminS@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Supplier must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. The City must be named as an additional insured on automobile policies. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If prompt correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional reasonable costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.
8. **Warranty.**
 - (A) The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, and will receive the full benefit of the manufacturer's applicable standard warranty for such products. The Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. **Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from

ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Supplier covenants to pay applicable payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Benjamin Sanchez
Assistant Parts Foreman
5352 Ayers, Building 3B, Corpus Christi, Texas 78415
361.826.1959
Fax: 361.826.4394

IF TO SUPPLIER:

Goodyear Commercial Tire and Rubber Co.
Attn: Ronnie Villarreal
Commercial Tire Consultant
1134 S. Navigation Blvd., Corpus Christi, Texas 78405
361.289.8251
Fax: 361.289.7774

- 17. SUPPLIER SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES, TO THE EXTENT THAT THEY ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT BY SUPPLIER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE SUPPLIER OR ITS EMPLOYEES OR AGENTS. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL REASONABLE CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

18. Termination.

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, either party may terminate this Agreement for convenience upon 30 days advance written notice to the other party. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Supplier, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

21. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Supplier's bid response (Exhibit 2).

22. Certificate of Interested Parties. Supplier agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

23. Verification Regarding Israel. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the

company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Supplier verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

24. **Governing Law.** This Agreement is subject to all applicable federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

SUPPLIER The Goodyear Tire & Rubber Company

Signature: Brent B. Strandberg

Printed Name: Brent B. Strandberg

Title: General Manager Operations, Goodyear Commercial Tire & Service Centers

Date: 6/6/18



CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB No. N/A
- Exhibit 2: Supplier's Bid Response

Attachment A: Scope of Work

New tires will be ordered on an as needed basis

1. Contractor will deliver new Goodyear tires - P235/55R17, P245/55R18, P205/60R16, 225/70R15, 225/50R17, 225/70R19.5
2. Contractor shall maintain stock in sufficient amount and sizes of tires to supply the reasonable demands of the City
3. Contractor shall have five hours to deliver the tires if the order is placed before 11am
4. Contractor shall have 24 hours to deliver the tires if the order is placed after 11am
5. Contractor shall deliver tires between the hours of 8am – 5pm
6. Tires will be delivered to the City Garage, City Service Center, at 5352 Ayers St., Corpus Christi, Texas 78415
7. Contractor shall provide an invoice when tires are delivered

Attachment B: Bid/Pricing Schedule

The Goodyear Tire & Rubber Company



THE GOODYEAR TIRE & RUBBER CO.
1134 S NAVIGATION BLVD
CORPUS CHRISTI, TX 78405
361-289-8251 Fax 361-289-7774

QUOTE NO.
~~~039-1160232~~~

\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*  
\*\*\* PRICE ESTIMATE \*\*\* QUOTE \*\*\* DO NOT PAY! \*\*\*

330250-0001  
CITY OF CORPUS CHRISTI  
PO BOX 9277  
FLEET MAINT  
CORPUS CHRISTI, TX 78469-9277  
361-826-3160

PAGE 01  
QUOTE DATE: 04/26/2018  
PICKED UP AT SHOP  
LOCATION/SREP: 039/HSE  
APPROVAL NUM : G0005722  
2018-04-30 14.05.51 RV  
CLERK: \*\*\* TECH: \*\*\*

| QUANTITY                                                                  | PRODUCT NO. | DESCRIPTION                     | FET   | UNIT PRICE | T<br>A<br>X | AMOUNT   | LINE # |
|---------------------------------------------------------------------------|-------------|---------------------------------|-------|------------|-------------|----------|--------|
| *** NOT A SALES/DELIVERY DOCUMENT, ESTIMATE FOR PRICING ONLY ***          |             |                                 |       |            |             |          | 001    |
| *** PRICE EXPIRATION DATE: 2018-05-26 ***                                 |             |                                 |       |            |             |          | 002    |
| QUOTE FOR THE CITY OF CORPUS                                              |             |                                 |       |            |             |          | 003    |
| COOP # 3199                                                               |             |                                 |       |            |             |          | 004    |
| BUYBOARD CONTRACT# 553-18                                                 |             |                                 |       |            |             |          | 005    |
| 137                                                                       | 1501246     | GY 235/55R17 EAG RSA VSB 98W S2 | 0.00* | 105.00     |             | 14385.00 | 006    |
| BUYBOARD CONTRACT# 553-18                                                 |             |                                 |       |            |             |          | 007    |
| 379                                                                       | 1502621     | GY 245/55R18 EAG RSA VSB 103V   | 0.00* | 134.09     |             | 50820.11 | 008    |
| BUYBOARD CONTRACT# 553-25                                                 |             |                                 |       |            |             |          | 009    |
| 13                                                                        | 1502870     | GY 205/60R16 EAG SPORT AS 92V   | 0.00* | 78.32      |             | 1018.16  | 010    |
| BUYBOARD CONTRACT# 553-148                                                |             |                                 |       |            |             |          | 011    |
| 32                                                                        | 1501444     | GY 225/70R15 WRL SRA 100S OWL   | 0.00* | 90.75      |             | 2904.00  | 012    |
| BUYBOARD CONTRACT# 553-984                                                |             |                                 |       |            |             |          | 013    |
| 58                                                                        | 1502774     | GY 225/50R17 EAG SPORT AS 94W   | 0.00* | 95.96      |             | 5565.68  | 014    |
| BUYBOARD CONTRACT# 553-116                                                |             |                                 |       |            |             |          | 015    |
| 90                                                                        | 1491942     | GY 225/70R19.5 G622 RSD TL 14   | 0.00* | 244.63     |             | 22016.70 | 016    |
| BUYBOARD CONTRACT# 553-1506                                               |             |                                 |       |            |             |          | 017    |
| THANK YOU!!                                                               |             |                                 |       |            |             |          | 018    |
|                                                                           |             |                                 |       |            |             |          | 019    |
| The Tire Industry Association (TIA) recommends re-torque at 50-100 miles. |             |                                 |       |            |             |          | 020    |
|                                                                           |             |                                 |       |            |             |          | 021    |
| Disposal fees may apply in some areas.                                    |             |                                 |       |            |             |          | 022    |
|                                                                           |             |                                 |       |            |             |          | 023    |
| Shop supply fees cover miscellaneous materials used in servicing your     |             |                                 |       |            |             |          | 024    |
| vehicle that do not appear elsewhere on this invoice and for profit.      |             |                                 |       |            |             |          | 025    |
|                                                                           |             |                                 |       |            |             |          | 026    |
| Texas Scrap Tire Transporter Number: 130035                               |             |                                 |       |            |             |          | 027    |
|                                                                           |             |                                 |       |            |             |          | 028    |
|                                                                           |             |                                 |       |            |             |          | 029    |
|                                                                           |             |                                 |       |            |             |          | 030    |

**TERMS:**

SUB-TOTAL 96,709.65  
SALES TAX (0.00)  
TOTAL AMT 96,709.65

PAYABLE IN U.S. FUNDS

No further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid for in full, and that upon default in payment, seller shall be entitled to take possession thereof without notice to the purchaser.

If the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month. The

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

Seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation to Buyer for nonconforming tires shall be prorated a refund of the tire's purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or waive the limitations herein, whether orally or in writing. All claims and returned goods must be accompanied by this bill.

## Attachment C: Insurance and Bond Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the Auto Liability policies. Project name and/or number must be listed in Description Box of Certificate of Insurance.

| TYPE OF INSURANCE                                                                                                                                                                                     | MINIMUM INSURANCE COVERAGE                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|                                                                                                                                                                                                       | <b>Bodily Injury and Property Damage</b><br>Per occurrence - aggregate |
| COMMERCIAL GENERAL LIABILITY including insurance or self-insurance coverage:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/ Completed Operations<br>4. Contractual Liability | \$1,000,000 Per Occurrence<br>\$1,000,000 Aggregate                    |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased                                                                                                                  | \$1,000,000 Combined Single Limit                                      |
| WORKERS'S COMPENSATION<br>(All States Endorsement if Company is not domiciled in Texas)                                                                                                               | Statutory and complies with Part II of this Exhibit.                   |
| Employer's Liability                                                                                                                                                                                  | \$500,000/\$500,000/\$500,000                                          |

3. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions prior to the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

4. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
  - List the City and its officers, officials, employees, and volunteers, as additional insureds with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements  
Purchasing  
Delivery of New Tires for Fleet  
05/09/2018 sw Risk Management  
Valid Through 12/31/2018

**Bond is not required for this service.**

## **Attachment D: Warranty Requirements**

Any new Goodyear highway radial auto or radial light truck tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing (Without proof of purchase the date of manufacture will be used to determine eligibility).