

**CITY OF GAINESVILLE  
AGREEMENT FOR TIRE SERVICE**

This AGREEMENT ("Agreement") made and entered into this 12<sup>th</sup> day of February, 2003 between the CITY OF GAINESVILLE, ("CITY"), and TOWN TIRE, INC ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide alignment, wheel balancing and tire repair services for City equipment; and

WHEREAS, CONTRACTOR is willing and capable to perform such services.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide alignment, wheel balancing and tire repair services for City equipment as provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

- ⇒ City of Gainesville Invitation to Bid 040041-FMDX-RW dated September 10, 2003
- ⇒ Proposal of Town Tire, Inc. dated September 23, 2003
- ⇒ Town Tire letter of clarification dated October 1, 2003

**II. TERM**

The term of this AGREEMENT shall be effective October 1, 2003 and expire September 30, 2005 subject to budgeting in subsequent budget years. However, upon satisfactory and faithful performance of this contract by the CONTRACTOR, the CITY reserves the right, through negotiation with the CONTRACTOR, to extend the term of this contract for another 12 months with a maximum of two such extensions.

**III. COMPENSATION/PAYMENT**

CONTRACTOR shall be paid in accordance with their price proposal as submitted in their bid for the various services

**IV. DEFAULT**

Failure to perform any responsibility under this AGREEMENT shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

## V TERMINATION

If the CONTRACTOR fails to observe or perform or is guilty of a violation of the Contract Documents, then the CITY, after serving at least ten (10) days written notice to the CONTRACTOR of its intent to terminate and after such fault shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies it may have under this AGREEMENT.

## VI INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

## VII INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

## VIII SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes

## IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

## X VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:


CITY	CONTRACTOR
Ms. Nancy Liston Fleet Management Department P.O. Box 490 Gainesville, FL 32602 352-334-2848	Mr. Jules Gerding or G. E. Turbyfill Town Tire, Inc. 5105 SW 41 <sup>st</sup> Blvd. Gainesville, FL 32608 352-371-6209 or 352-395-6480

XII. ENTIRE AGREEMENT

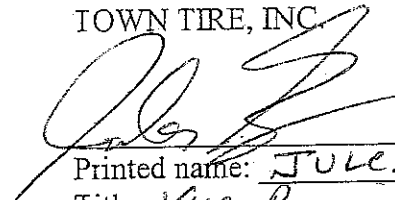
This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

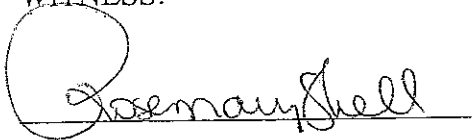
CITY OF GAINESVILLE

  
Wayne Bowers  
City Manager


TOWN TIRE, INC.

  
Printed name: JULES GERDING  
Title: VICE PRESIDENT


WITNESS:



WITNESS:

  
DAVID MAGEE

APPROVED AS TO FORM AND LEGALITY

By:   
Dana L. Crosby, Asst. City Atty.  
City of Gainesville, Florida