



CITY OF GAINESVILLE

Finance Department

August 27, 2004

Genuine Parts Co. (NAPA)
Mr. Leonard Smith
600 NE 23rd Avenue
Gainesville, FL 32609

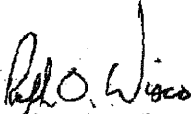
RE: First Extension to Agreement for Supply of Fleet Parts

Dear Mr. Smith:

Please find enclosed the signed original of the subject Agreement for your records. The City is looking forward to working with you and your firm for another year. I understand you will be working to improve your delivery times to the Springhill facility and that is appreciated.

If you have any questions, please do not hesitate to contact me at 352-334-5021.

Sincerely,


Ralph O. Wisco
Senior Buyer

Enclosures

cc: Paul Starling, Regional Transit System
Nancy Liston, Fleet Management

Purchasing Division
Station 32 • P.O. Box 490 • Gainesville, FL 32602-0490
(352) 334-5021 • FAX (352) 334-3163

**FIRST EXTENSION TO THE AGREEMENT FOR
SUPPLY OF FLEET REPAIR PARTS**

THIS AGREEMENT is made and entered into this 26th day of August, 2004 by and between the CITY OF GAINESVILLE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and GENUINE PARTS CO. ("CONTRACTOR").

WHEREAS, the CITY originally entered into an Agreement on December 11, 2003 for CONTRACTOR to provide auto parts utilized in the repair of City vehicles and equipment; and

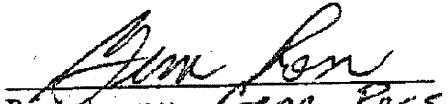
WHEREAS, the Agreement allows for up to three additional one year extensions contingent upon the satisfactory performance of the CONTRACTOR; and

WHEREAS, the CITY and the CONTRACTOR desire to exercise the first extension provision of that Agreement.


NOW, THEREFORE, the parties hereto agree as follows:

1. Unless terminated earlier, as provided for under the Agreement, the Agreement is extended until September 30, 2005 under the same terms and conditions as the original Agreement.
2. This Extension, when executed, together with the original Agreement constitutes the entire agreement between the parties.


ATTEST OR WITNESS:


Printed name: Gene Ross
Title: Assist manager


GENUINE PARTS CO.



Printed name: LEONARDO L SMITH
Title: MANAGER

ATTEST OR WITNESS:


Printed name: Rosemary Shell
Title: Admin Asst

CITY OF GAINESVILLE


Wayne Bowers
City Manager

APPROVED AS TO FORM AND LEGALITY
By: 
Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida

**CITY OF GAINESVILLE
AGREEMENT FOR SUPPLY OF FLEET REPAIR PARTS**

This AGREEMENT ("Agreement") made and entered into this 11th day of December, 2003 between the CITY OF GAINESVILLE, ("CITY"), and GENUINE PARTS CO., ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide auto parts utilized in the repair of City vehicles and 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 auto parts utilized in the repair of City vehicles and 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 040029-FMDX-RW dated August 7, 2003
- ⇒ Addendum # 1 dated August 28, 2003
- ⇒ Proposal of Gainesville Auto Supply, Inc. dated September 2, 2003 and Kevin Rambach letter advising change of ownership effective October 1, 2003

II. TERM

The term of this AGREEMENT shall be effective October 1, 2003 and expire September 30, 2004. 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 three such extensions.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be paid in accordance with their price proposal as submitted in their bid at the various pricing levels for categories of parts.

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. Terry Starling Genuine Parts Co. 600 NE 23 rd Avenue Gainesville, FL 32609 352-336-8010

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

Wayne Bowers
City Manager

GENUINE PARTS CO.

Donny Frankl

Printed Name: *Donny Frankl*
Title: *District Manager*

WITNESS:

Rosemary Shell

APPROVED AS TO FORM AND LEGALITY
By: *[Signature]*
Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida

WITNESS:

Jeffrey Davis

BID FORM

CATEGORY FLEET PARTS

1. FILTERS

Estimated usage all filter numbers = 5,200

A) OIL FILTERS (Wix Numbers used for reference only) Discount Structure JOBBER-52%
Warranty Period: ENTIRE RECOMMENDED SERVICE LIFE

FILTER NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
51036	414	WIX 1036	2.31	956.34
51040	200	" 1040	2.31	462.00
51060	258	" 1060	2.31	595.98
51372	466	" 1372	2.45	1141.70
51515	72	" 1515	2.17	156.24
51522	115	" 1522	2.74	315.10
51791	229	" 1791	3.84	879.36
			TOTAL	7506.72

B) AIR FILTERS (Wix numbers used only for reference) Discount Structure JOBBER-52%
Warranty Period: SAME AS (A)

FILTER NUMBER	EST ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
42098	43	WIX 2098	2.97	127.71
46134	139	" 6134	3.01	418.39
46433	100	" 6433	15.89	1589.00
			TOTAL	2135.10

C) TRANSMISSION FILTERS (Wix numbers used only for reference) Discount Structure JOBBER-10%
Warranty Period: SAME AS (A)

FILTER NUMBER	EST ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
58904	38	ATP 1-7589	10.56	401.28
58955	102	" 1-8098	13.62	1389.24
			TOTAL	1790.52

D) FUEL FILTERS (Wix Numbers used for reference only) Discount Structure JOBBER-52%
Warranty Period: SAME AS (A)

FILTER NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
33097	90	WIX 3097	4.31	387.90
33418	82	" 3418	6.96	570.72
33481	259	" 3481	5.42	1403.78
			TOTAL	2362.40

2. BELTS (Gates #'s used only for reference) Discount Structure JOBBER-20%
Warranty Period: LIFETIME

Estimated annual usage all belt numbers = 314

BELT NUMBER	EST ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
K060956	19	GATES	13.81	262.39
K060960	15	"	16.54	248.10
K070735	13	"	19.99	259.87
			TOTAL	769.36

3. AIR CONDITIONING Discount Structure JOBBER - 10% (4 SEASONS) * BK - 25%
 Warranty Period: LIFETIME AGAINST MANUFACTURE DEFECTS

A/C DESCRIPTION	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
R134-A 30lb cylinder	7			
Price parts for this application:	1998 GMC 1/2 ton PU 4.3 Automatic			319.52
Compressor/clutch:		NEW 4 SEASONS 251283	248.00	191.26
Evaporator		288147		53.37
Accumulator		206540		65.92
Blower Motor		* BK 6552191		
			TOTAL	557.57 630.07

4. LIGHTS/BULBS Discount Structure JOBBER - 25%
 Warranty Period: LIFETIME AGAINST MANUFACTURE DEFECTS
 Estimated annual usage all lighting numbers = 1841

BULB NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
3157	96	WAGNER	73	70.08
1157	150	"	.26	39.00
921	94	"	1.02	95.88
SEALED BEAM 6054	53	" H6054	6.03	319.59
12258 Halogen Bulb	41	"	NA	
			TOTAL	524.55

5. BRAKE PARTS (Bendix #'s used for reference only) Discount Structure JOBBER - 10% PAD - 20% ROTORS
 Warranty Period: LIFETIME AGAINST MFG. DEFECT ***PRICE SEVERE DUTY for POLICE CROWN VICS
 Estimated annual usage all brake category numbers = 892

AE7259BM
 AE7260M
 SD7537M
 SD7618M
 SD7555AM
 86744
 86492

PART NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
MKD-369 (PAD)	16	BRAKE PARTS INC	34.20	547.20
MKD-370 (PAD)	7		29.74	208.18
MKD-659 (PAD)	41		43.53	1866.73
MKD-749 (PAD)	43		45.92	1974.56
MKD-874A (PAD)	34		45.23	1537.82
AR8155 (ROTOR)	20		63.58	1271.60
AR8147 (ROTOR)	32		42.06	1345.92
			TOTAL	8752.01

6. WIPER BLADES Discount Structure JOBBER - 25%
 Warranty Period: LIFETIME AGAINST MFG. DEFECTS
 Estimated Annual Usage all wiper numbers = 887

PART NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
31-18 Blades	161	TRICO 600182	4.54	730.94
31-22 Blades	301	TRICO 600321	5.87	1766.87
			TOTAL	2497.81

7. SPARK PLUGS Discount Structure JOBBER - 15%
 Warranty Period: LIFETIME AGAINST MFG. DEFECT

PART NUMBER	EST. ANNUAL USAGE	MANUFACTURER	PRICE EACH	EXTENDED AMT
25	30	AUTOLITE	.99	29.70
764	144	"	.99	142.56
			TOTAL	172.26

NOTE: THE PRICE DISCOUNT STRUCTURES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

Minority and Small Business Enterprise Status (check one)

Is your business a local minority or local small business enterprise? (Refer to Definitions) yes no

- African American
- Asian American
- Hispanic American
- Native American
- American Woman
- Small Business

Is your business currently certified as a Minority Business Enterprise by the State of Florida? yes no

Is your business certified by any other governmental body in the United States? yes no

If you selected yes, please provide the name of the certifying governmental body: _____

SIGNATURE ACKNOWLEDGES THAT: (Check)

Bid is in full compliance with the Specifications.

Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

ATTEST/WITNESS:

Gordon E Maclean
 Signature
 By GORDON E MACLEAN
 Title: SALES REP

CORPORATE SEAL (If corp.)

BIDDER:

George Meeks
 Signature
 By GEORGE MEEKS
 Title OWNER

PHONE 334-5021 • FAX 334-3163

(For Contracts in the amount of \$50,000 and above or CCNA \$25,000 and above)

Date Sent by Department: 08/03/05

Date Received by Purchasing: _____

Contract Requisition No.: PD000504

Budget Amount: \$ 132,500.00

Anticipated Project Start Date: 10/01/05

Subcontractor Opportunities: Yes No

Account No.: 502 840 8420 5900 4200

Contract Amount: \$ _____

Contract Manager: NANCY LITTON

Multi-year Amount: \$ _____

Extension: # 2 and Amount: \$ 132,500.00

Contractor: NAPA AUTO PARTS

Contract Description: APPROPRIATE & EQUIPMENT PARTS & SUPPLIES

CONTRACT APPROVED FOR SUBMISSION

Nancy Litton / 8/3/05
Contract Manager Date

[Signature] / 8/4/05
Department Head Date

Assistant City Manager/
Administrative Services Director Date

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the contract and comments directly to **Purchasing** (not to other reviewers) by _____.

SIMULTANEOUS CONTRACT REVIEW

The attached contract has been reviewed by me and approved as drafted **OR** subject to modifications as noted on the **RETURNED CONTRACT**.

INDICATE APPROVAL

<u>Reviewing Office</u>	<u>As Drafted</u>	<u>Subject To</u>	<u>Signature</u>	<u>Date</u>
City Attorney (As to form and legality)	_____	_____	_____	_____
Risk Manager (Risk/Insurance Coverage)	_____	_____	_____	_____
Revenue Manager (If a revenue Contract)	_____	_____	_____	_____
Grant Coordinator (If a grant)	_____	_____	_____	_____
Finance (If financial document)	_____	_____	_____	_____
Small Business Dev.	_____	_____	_____	_____

Department shall determine that all items marked "subject to" are cleared before final submission of the contract below.

Contract To Contractor for Signature: _____ Date Sent: _____ Date Received From Contractor: _____

City Commission Approval Required: (\$25,000 and above) Yes No Date: _____

To City Attorney: Date: _____ To City Manager: Date: _____

CONTRACT APPROVED FOR EXECUTION:

City Attorney Date

City Manager or Designee Date