



# CITY OF GAINESVILLE

*Finance Department*

February 13, 2004

Mr. Jules Gerding  
Town Tire, Inc.  
5105 SW 41<sup>st</sup> Blvd.  
Gainesville, FL 32608

RE: Agreement for Tire Service

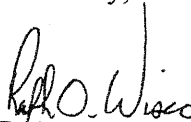
Dear Mr. Gerding:

Please find enclosed the signed original of the subject Agreement for your records. The City appreciates your working with us during this transition period.

In checking, I do not have a copy of your current insurance certificate indicating coverages as required in the bid on page 5. Please have your insurance agent send a certificate to my attention. Note it should indicate the City is an additional insured on liability.

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

Sincerely,

  
Ralph O. Wisco  
Senior Buyer

Enclosures

cc: Nancy Liston, Fleet Management  
Paul Starling, Regional Transit System  
G. E. Turbyfill, Town Tire

*Purchasing Division*

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

## CITY OF GAINESVILLE AGREEMENT FOR TIRE SERVICE

This AGREEMENT ("Agreement") made and entered into this 12<sup>th</sup> day of February, 2004 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:

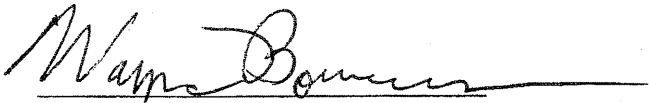
CITY	CONTRACTOR
Ms. Nancy Liston Fleet Management Department P.O. Box 490 Gainesville, FL 32602 352-334-2848	Mr. Jules Gerding or G. E. Turbyfill Town Tire, Inc. 5105 SW 41 <sup>st</sup> Blvd. Gainesville, FL 32608 352-371-6209 or 352-395-6480

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



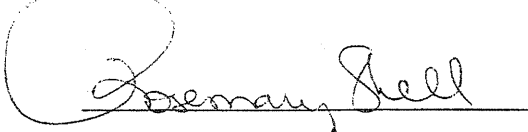
Wayne Bowers  
City Manager

TOWN TIRE, INC.

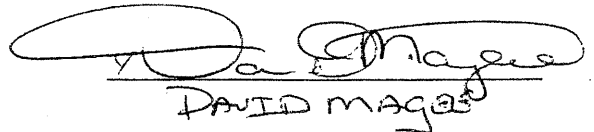


Printed name: Jules Gerding  
Title: Vice President

WITNESS:

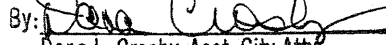


WITNESS:



DAVID MAGAS

APPROVED AS TO FORM AND LEGALITY

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

**PROPOSAL**

TO: City of Gainesville, Florida  
P.O. Box 490  
Gainesville, FL 32602

PROJECT: Alignment, Wheel Balancing and Tire Repair

BID #: 040041-FMDX-RW

CITY'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Name: Ralph Wisco, Senior Buyer Telephone: 352-334-5021  
Fax: 352-334-3163  
Email: wiscoro@ci.gainesville.fl.us

BIDDER: TOWN TIRE INC. DBA TOWN TIRE COMMERCIAL INC  
BIDDER'S ADDRESS: 605 NW 8TH AVE. 5105 SW 41ST BLVD  
GAINESVILLE FLA 32601 GAINESVILLE FLA 32609  
DATE: 9/23/03

BIDDER'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Name: Jules GERDING Telephone: 352-371-6209  
Fax: 352-378-9826  
Email: Jules.GERDING@TOWN TIRE  
COM

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

**TAXES**

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes on certain purchases made by the City and will provide a tax exempt certificate upon request.

**BID PRICES**

**FRONT END ALIGNMENT, WHEEL BALANCING, TIRE REPAIR/SERVICE**

Note: Prices stated below shall be flat rates

**ALIGNMENT:**

- For Sedans, Vans, Pickups
- 2-wheel drive vehicles
- 4-wheel drive vehicles
- Medium class truck
- Heavy class truck
- Removal of knock-outs, if needed, per side \$ 68.00

	2 wheel alignment	4 wheel alignment
\$	<u>29.00</u>	<u>44.95</u>
\$	<u>29.00</u>	<u>44.95</u>
\$	<u>59.99</u>	<u>59.99</u>
\$	<u>85.00</u>	<u>85.00</u>
\$	<u>125.00</u>	<u>125.00</u>

**WHEEL BALANCING (Price per wheel)**

- For Sedans, Vans, Pickups
- Computer Balance
- On vehicle spin balance
- For medium and heavy trucks (state type Computer)
- Charge for weights if applicable

\$	<u>8.99</u>
\$	<u>20.00</u>
\$	<u>25.00</u>
\$	<u>-0-</u>

**TIRE SERVICE**

- Service Call
- Weekday
- Weekend/Holiday
- Mileage out-of-town (per mile)

**IN-CITY DISPATCH TIME**

	TO FLEET FACILITY	TO ROAD CALL SITE	
	<u>10-20 min</u>	<u>10-20 min</u>	<u>\$ 25.00</u>
	<u>20-30 min</u>	<u>20-30 min</u>	<u>\$ 50.00</u>
			<u>\$ .75</u>

Mount and dismount  
 Passenger car  
 Light truck  
 Medium/Heavy Truck  
 Grader/Loader

\$ 5.00  
 \$ 7.50  
 \$ 18.99  
 \$ 45.00

Tire Repair (labor and patches unless exception noted)  
 Passenger car  
 Light truck  
 Medium/Heavy Truck  
 Grader/Loader

\$ 10.00  
 \$ 12.50  
 \$ 26.00  
 \$ 55.00

**24 HOUR EMERGENCY CONTACT PERSON(S)**

NAME	PHONE
On Call Personnel	321-6209
Darryl Burney	486-6891
<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>

Cell  
 538-9805  
 494-0630

ERNE TURBYFILL

745-1853

**REFERENCES**

BUSINESS NAME	CONTACT PERSON	PHONE #
Alachua Co. School	Joe Lovell	352-955-7602
Anderson Columbia	Tim Stevens	386-752-8183
Princeton Technical	Randy Hernandez	386-496-2686

EXT 221

(See Attachment #1)

Does your firm have field service trucks? If yes, how many? Yes - 6

Location of facilities that will support City needs (See Attachment #2)

**NOTE:** THE PRICES 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       Hispanic American       American Woman  
 Asian American       Native American       Small Business

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

# DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

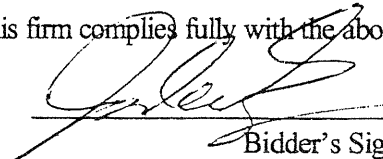
Town Tire Commercial Inc

(Name of Business)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

5-23-03  
Date



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.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER: Town Tire Commercial  
Name of Company

Claytona M. Ashley  
Signature  
By Claytona M. Ashley  
Title: Office Manager

Jules Gerome  
Signature  
By Jules Gerome  
Title Vice President

# REFERENCES

Anderson Columbia  
Andrews Paving  
W.G. Buck Johnson  
Davis Express  
White Construction  
Modlin Trucking  
Florida Rock  
Loncala  
E.T. Usher  
Pritchett Trucking  
Mid State Concrete  
John L. Shadd Trucking  
V.E. Whitehurst  
Mid Fla Hauling  
Terry Dicks Trucking  
O'Steen Brothers  
Bell Concrete  
John C. Hipp Construction  
Williston Timber  
Live Oak Truck Parts  
T.W. Byrd  
Alachua County School Board  
City of Archer  
Dept. of Transportation, Gainesville  
Dept. of Transportation, Lake City  
City of Gainesville Regional Transit System  
City of Gainesville Fleet Dept. 39th Ave. & 5th Ave.

Union County Road Dept.  
Union County School Board  
Gilchrist County School Board  
City of Archer  
City of Hawthorne  
City of Lake City  
Columbia County School Board  
Columbia County Road Dept.  
Columbia County Corrections  
FL Prison System (various locations)  
Bradford County Road Dept.  
Division of Surplus  
Bradford County SolidWaste  
Sumter District School Board  
Citrus County School Board  
FL Game & Fresh Water Commissioner  
FL Highway Patrol (various locations)  
Levy County Sheriffs Office  
Alachua County Sheriffs Office  
University of FL Central Stores  
University of FL Motor Pool  
Division of Forestry  
City of Crystal River  
Levy County Road Dept.

Many more references upon request.



Jules Gerding  
Vice President Commercial Centers 5105 SW 41st I  
Gainesville, Florida 32  
Phone 352.371-6209 / 877.861-TIRE • Fax: 352.378-

Attachment #2  
Ref City of Gainesville bid # 040041-fmdx-rw

## LOCATION OF FACILITIES

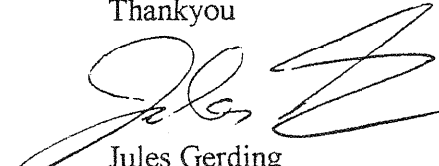
We have constructed a **state of the art commercial facility that offers All the services requested on the bid for all types of vehicles.** This facility located at 5105 sw 41 st blvd ( Fred Bear Drive). We do have other retail facilities that can be utilized for auto and light truck needs if absolutely necessary in the event of an emergency however, they only offer part of needed services requested on the bid. All of our other Government and Commercial acts now utilize the Commercial center listed above. We would prefer to utilize this location if awarded the bid as this facility is geared for the Fleet and Commercial Customers needs with respect to vehicle down time, parking and access, emergency roadservice, delivery of products to fleet locations and staff that is knowledgable for all the City needs as evidenced by attached letter from Fleet .( Please see attached).

### All Available Facilities

- 1 TOWN TIRE COMMERCIAL INC.  
5105 sw 41 st blvd ( Fred Bear Dr.) exit 382 I-75
2. Town Tire  
605 nw 8 th ave

please don't hesitate to call with any questions or concerns.

Thankyou



Jules Gerding

October 1, 2003

City of Gainesville

VIA - Facsimile 352-334-2293

Re: Clarification of Attachment #2 / Bid #040041FMDXRW

To: Nancy Liston

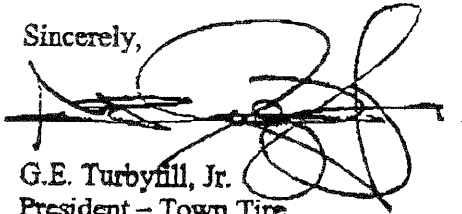
Please accept this notification that our bid response was intended to provide the services requested by the City of Gainesville at either of our locations based on convenience for the City of Gainesville.

Location of Available Facilities: (Previously Stated)

Town Tire Commercial Service Center  
5105 SW 41<sup>st</sup> Blvd  
Gainesville, FL 32608  
352-371-6209

Town Tire Auto Service Center  
605 NW 8<sup>th</sup> Avenue  
Gainesville, FL 32601  
352-378-2333

Sincerely,



G.E. Turbyfill, Jr.  
President - Town Tire  
352-395-6480



# CITY OF GAINESVILLE

*Fleet Management Department*

February 17, 2003

Jules Gerding  
Town Tire Commercial, Inc.  
5105 S. W. 41<sup>st</sup> Blvd.  
Gainesville, FL 32608



Frank and Wayne at the 5<sup>th</sup> Ave. shop

Dear Jules,

We want to say thanks to you and your great staff for the terrific customer service we have received. Our service calls are handled promptly and professionally.

There have been many times you have gone above and beyond to help us in a pinch. Recently a GPD officer experienced tire failure while in Georgia. You immediately made several calls, located a shop in the area, set up a billing account and provided the officer with directions. In another instance, GRU had sent a crew, accompanied by one of our mechanics, to assist North Georgia during a major power outage caused by a winter storm. You set up an account with a nearby vendor to expedite service for our vehicles and equipment.

Your Business Manager, Mark Walters, has worked closely with us to streamline the work order and billing process, saving us all time and money.

Thanks again,  
Fleet Support Staff

Bobby Chesser

Wayne Whiddon

Albert Gronbach

Frank Seltzer

Nancy Liston



Albert and Bobby at the 39<sup>th</sup> Ave. shop

Today's Date: 08/03/05

SCS #: \_\_\_\_\_

Contract Requisition No.: FDN0501

Budget Amount: \$ 32,500.00

Anticipated Project Start Date: 10/01/05

Subcontractor Opportunities: Yes No

Account No.: 502 840 8420 5900 4205

Contract Amount: \$ \_\_\_\_\_

Contract Manager: NANCY LISTON

Multi-year Amount: \$ \_\_\_\_\_  
Extension: # 1 and Amount : \$ 32,500.00

Contractor: TOWN TIRE

Contract Description: TIRE REPAIR & ALIGNMENT

**CONTRACT APPROVED FOR SUBMISSION**

Nancy Liston / 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 the **Department** (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**

Reviewing Office	As Drafted	Subject To	Signature	Date
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