



**AMENDMENT NO. 4 TO CONTRACT FOR TIRE SERVICES
(CONTRACT NO. 0413-226) – RENEWAL OF CONTRACT**

WHEREAS, the City of Cedar Rapids, Iowa ("the CITY") and Bauer Built Tire ("BAUER BUILT") are parties to a Contract, whereby BAUER BUILT provides new and retread tires and tire repair services to the CITY; and

WHEREAS, the CITY and BAUER BUILT are desirous of amending the Contract, authorized by Resolution No. 1140-07-13.

NOW, THEREFORE it is agreed by and between the CITY and BAUER BUILT, as follows:

1. Term of Contract Renewal:
 - A. The term for this Contract renewal is August 1, 2017 through July 31, 2018
 - B. This Contract renewal covers year five (5) of the Contract; no renewal options remain so these services will be re-bid in 2018

2. Pricing:
 - A. No price escalation will be allowed during the term of this renewal Contract
 - B. The total annual amount for this renewal period shall not exceed \$200,000
 - C. Pricing is as follows:

	Description	Firm Fixed Price
1	Emergency Flat Tire Services	Price per Tire
	Passenger/light duty trucks	\$10.00
	Heavy duty trucks/buses	\$15.00
	Service call charge	\$50.00/hour; \$75/hour nights, weekends and holidays
2	Tire Mounting Only	Price per Tire
	Passenger/light duty trucks	\$5.00
	Heavy duty trucks/buses	\$14.00
3	Time Mounting & Balancing	Price per Tire
	Passenger/light duty trucks	\$11.00
	Heavy duty trucks/buses	\$24.00
4	Alignment	Price, Each
	Heavy duty trucks/buses steer only	\$85.00
	Heavy duty trucks/buses single axle	\$125.00
	Heavy duty trucks/buses, tandem axle	\$150.00
5	Flat Tire Repair	Price per Tire
	Passenger/light duty trucks	\$10.00
	Heavy duty trucks/buses	\$15.00
	Mowers	\$4.00
6	Sectional Tire Repair	Price, Each
	Heavy duty trucks/buses	\$30-50
	Heavy equipment	\$3.00/cross section
7	Tire Disposal	Price per Tire
	Passenger/light duty trucks	\$4.00
	Heavy duty trucks/buses	\$7.00
	Mowers	\$2.00

3. Scope of Work:

A. New Tires

- 1) Contractor shall provide new Michelin tires at the prices as established in the NASPO Value Point Cooperative Purchasing contract
- 2) Contractor shall provide new Bridgestone/Firestone tires at the prices as established in the NASPO Value Point Cooperative Purchasing contract
- 3) Contractor shall utilize Michelin retreads
- 4) Delivery of tires shall be to each garage at the addresses in Item 3.H. In addition, the City requests that the Contractor keep a supply of the City's most popular tires in its inventory.

B. Retread Tires

- 1) Tires shall be recapped using a full cap Pre-Cure or Mold Cure Michelin Retread Technologies. The City reserves the right to reject recaps which, in the opinion of the Fleet Manager, or designee, do not meet quality standards. The City will mark all casings sent for retreading. Contractor will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Contractor will be required to pick up tires designated for recapping.
- 2) If a tire submitted for recapping can't be recapped, Contractor must provide the City with a written list of the tires and the reason why they can't be recapped.
- 3) Pricing - 34.31% off Bauer Built Retread Price List

C. Emergency Flat Tire Services – On the Road

Contractor is required to provide emergency flat tire repair and tire changing service 24 hours per day, 7 days per week, including holidays. Contractor shall provide a local telephone number where service personnel can be reached for emergency flat repair services. Contractor shall have truck(s) equipped to perform complete tire repair services on the road without having to return to the shop for parts. Flat repair on the road shall consist of dismounting, repairing and remounting flat tire. Spare tires will not be mounted. Contractor shall begin repairs within 30 minutes of notification unless otherwise agreed upon by City personnel. Emergency repairs will generally be required on auto, light truck, medium-heavy duty trucks, heavy equipment and buses, with occasional service for tractors and airport boarding bridges. The City will not pay travel time or mileage. This expense is included in Bauer Built Tire firm fixed service call rates.

D. In-Shop Repair Pricing

Examples of work include tire mounting, tire mounting and balancing, tire dismounting, alignments, flat tire repair and tire disposal. Contractor must be able to perform all these services to industry and manufacturer's standards. Repairs will generally be required on auto, light truck, medium-heavy duty trucks, heavy equipment and buses, with occasional service for tractors, mowers, power sweepers and skid loaders. Walk-in requests for flat repairs shall be treated with priority when City personnel remain on-site while work is being performed.

E. Special Services for City Buses

- 1) Special shop service shall be performed at the bus garage located at 427 8th Street NW. Services include branding new tires with City designated brand numbers, pickup and delivery of tires, fleet inspections and disposal of scrap tires. Contractor shall mount and dismount new and used spare bus tires as needed. City personnel will remove and install tire/wheel assemblies from the buses. Flat tire repair shall consist of mounting, repairing and remounting the tire. Contractor may repair flat tires at the City shop or at its own shop. No additional charges for pickup and delivery are allowed.
- 2) The City will contact Contractor when services are needed. Contractor must respond within 30 minutes. Work can be performed Monday through Friday between 5:00 am and 4:00 pm (regular shop hours). Service is expected to be required 2 to 3 times per month and could consist of up to ten tires each time.
- 3) Contractor will also perform bus fleet tire inspections every six months. Each fleet inspection will cover at least 50% of the fleet, and all buses will be inspected at least once per year.

F. Police Vehicle Tires

The City of Cedar Rapids Police Department uses Goodyear Eagle RSA brand tires only. Tires shall be new, standard production tires expressly designed and certified by Goodyear for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall have certification

that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

G. Tire Requirements

- 1) All tires sold and mounted on City vehicles must be new, unless the Fleet Services Manager or designee approves a vehicle for retread tires. All new tires must have re-treadable casing and have the capability to run the full life of the second tread.
- 2) Tires shall be of tubeless design and have re-treadable casings. Each tire must meet or exceed the listed Uniform Tire Quality Guide ratings. Contractor may be required to submit proof that tires offered meet these standards.
- 3) City personnel shall communicate to the Contractor whether the Contractor or the City will dispose of the tires.

H. Garage Locations

The City maintains three (3) garages at the following locations:

Consolidated Fleet Garage 500 15 th Ave SW Cedar Rapids, Iowa	Bus Garage 427 8 th St NW Cedar Rapids, Iowa	Police Department Garage 505 1 st St SW Cedar Rapids, Iowa
--	---	---

4. History of Contract to Date:

Description	Authorization	Dates
Initial Term of Contract	Resolution No. 1140-07-13	08/01/2013 - 07/31/2014
Amendment No. 1 to renew Contract	Resolution No. 1303-09-14	08/01/2014 - 07/31/2015
Amendment No. 2 to renew Contract	Resolution No. 1057-07-15	08/01/2015 - 07/31/2016
Amendment No. 3 to renew Contract	Resolution No. 1011-07-16	08/01/2016 - 07/31/2017
Amendment No. 4 to renew Contract	Pending	08/01/2017 - 07/31/2018

5. Payment terms for purchases authorized under this Contract that are not charged to the City MasterCard will be Net 45 upon receipt of an original invoice and after all products are delivered, inspected and accepted.

6. Revisions to Scope of Work:

The City reserves the right to make changes to the Work to be provided which is within the project Scope of Work. No assignment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing. Such changes and any added cost or cost reduction to the City must be agreed to by way of a written Amendment to Contract that is signed by the City Manager and BAUER BUILT prior to proceeding with any change.

7. Except for the matters otherwise contained herein, the Contract will remain unaffected by this Amendment No. 4 and will remain in full force and effect.

8. This Amendment is to be effective on the 1st day of August, 2017.

City – Primary Contact:		Contractor – Primary Contact:	
Diane Muench, CPPB		Jim Roth	
Purchasing Services		Bauer Built Tire	
101 1 st St SE		628 58 th Ave Ct SW	
Cedar Rapids, IA 52401		Cedar Rapids, IA 52404	
Phone	(319) 286-5023	Phone	(319) 366-1608
Fax	(888) 815-3659	Fax	(319) 533-1006
E-Mail	d.muench@cedar-rapids.org	E-Mail	Jim.roth@bauerbuilt.com

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

This Contract Amendment may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Contract Amendment may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

CITY OF CEDAR RAPIDS, IOWA

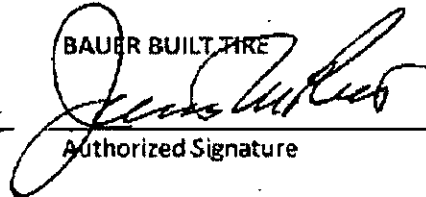
BAUER BUILT TIRE

By: Jeffrey A. Pomeranz, City Manager

7-11-17

Date

Authorized Signature



6/17/17

Date

Attested by: Amy Stevenson, City Clerk

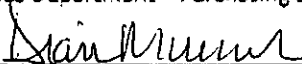
7-11-17

Date

This Contract Amendment has been reviewed by the Finance Department – Purchasing Services Division of the City of Cedar Rapids and is approved for further processing.

FOR INTERNAL USE ONLY

By: Diane Muench, CPPB, Interim Purchasing Manager



07/05/17

Date