FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT NUMBER F000936 WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DBA GCR TIRES

This First Amendment to Agreement number F000936, dated May 12, 2015 ("Agreement") is made as of this <u>4th</u> day of <u>April</u>, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Bridgestone Americas Tire Operations, LLC, dba GCR Tires, a Delaware Limited Liability Company, ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide recap tires and services.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the contract for two years and adding compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

SCOPE OF SERVICES

Exhibit A to the Agreement is replaced by Exhibit A-1 to this Amendment.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional two years.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$124,772.06 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$249,264.12. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 001710-1304."

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All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:	CITY OF SANTA ROSA a Municipal Corporation
Name of Firm: Bridgestone Americas Tire Operations, LLC, dba GCR Tires	
TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership Corporation X Limited Liability Company Other (please specify:) Signatures of Authorized Persons:	Print Name: Title: APPROVED AS TO FORM:
Print Name: BRIAN CUNNIGHAM	Office of the City Attorney
Title: VI SALSS By:	ATTEST: City Clerk
Print Name: ROWICA STOICA	City Clerk
Title: FIHAHCE MIRECTOR	
City of Santa Rosa Business Tax Cert. No.	
45874	
Attachment:	
Exhibit A-1	

ATTACHMENT A-1

All tire related services, portal-to-portal/per hr (including mounting) 3,698,33 3,698,33		ATTACHMENT A-1	<u> </u>		
1.				Unit Price	<u>Total</u>
1. Eclipse mud and snow Delivery:		Pricing to reflect customer supplied casings.	() () () () () () () () () ()		
2. RECAP - 275/70R22.5 BDV HIGHWAY TREAD Delivery:	1.	Eclipse mud and snow	10	\$ <i>168.01</i>	\$ <u>1,680.10</u>
2a. Mounting Charge	1a.	Mounting Charge		\$ NC	n/a
3. RECAP -11R22.5 HIGHWAY TREAD, 4310 Delivery:	2.		80	\$ <u>166.51</u>	\$ <u>13</u> ,320.80
3a. Mounting Charge 4. RECAP – 12R22.5 BDV HIGHWAY TREAD Delivery: Salendar Days ARO 4a. Mounting Charge Per Tire Sulc n/a RECAP – 305/70R22.5 BDV Delivery: Salendar Days ARO 70 S/91.96 S/3437.20 5a. Mounting Charge Per Tire Sulc n/a RECAP – 12R22.5 HIGHWAY TREAD 4310 Delivery: Salendar Days ARP 6a. Mounting Charge Per Tire Sulc n/a 753, 297.76 All tire related services, portal-to-portal/per hr (including mounting) 70 S/4=1/hr S/5390-2	2a.	Mounting Charge	1	\$ MC	n/a
### RECAP – 12R22.5 BDV HIGHWAY TREAD Delivery:	3.	_	10	\$ <u>/68</u> .13	\$ <u>1681.30</u>
4a. Mounting Charge Per Tire \$\(\times \) \(\times \) \	3a.	Mounting Charge		\$ N/C	n/a
Tire	. 4.	_	80	\$170.42	\$ <i>13,633.</i> 40
5. Delivery: 5 Calendar Days ARO 5a. Mounting Charge RECAP - 12R22.5 HIGHWAY TREAD 4310 Delivery: 5 Calendar Days ARP 6a. Mounting Charge Per Tire \$\frac{173.54}{573.54} \\$9.544.70 Per Tire \$\frac{173.54}{53,297.70} \\$7.297.70 All tire related services, portal-to-portal/per hr (including mounting) 70 \$\frac{174.96}{5/11.96} \\$1.3437.20 \$\frac{134.37.20}{5} \\$1.3437.20 \$\frac{1}{5} \\$1.347.20 \$\frac{1}{5} \\$1.347.20 \$\fr	4a.	Mounting Charge		\$ N/C	n/a
Tire \$\frac{\sqrt{73.54}}{\sqrt{13.54}} = \frac{\sqrt{173.54}}{\sqrt{13.54}} = \frac{\sqrt{173.54}}{\sqrt{173.54}} = \frac{\sqrt{173.54}}{17	5.		70	\$191.96	\$ <u>/3,437.2.</u> 0
6. Delivery:S Calendar Days ARP 6a. Mounting Charge Per	5a.	Mounting Charge		\$ ~/c	n/a
Tire Tire 53, 297, 70 Sub Total 53, 297, 70 Tax 6.939% All tire related services, portal-to-portal/per hr (including mounting) 70 \$27=/hr \$5390=62,386,0	6.	_	55	\$ <i>173.54</i>	\$ <u>9,544.70</u>
All tire related services, portal-to-portal/per hr (including mounting) 3,698,33 All tire related services, portal-to-portal/per hr (including mounting) 3,698,33 62,386,0	6a.	Mounting Charge		\$ ~/C	n/a
62,386.0		Sub Total			53,297,78
*Estimated Quantities for Purpose of Pld End vision 2000		All tire related services, portal-to-portal/per hr		\$ <u>7</u> 3 <u> </u>	3,698,33 \$ <u>5</u> 390 <u></u> 2
	*C-	timpted Overtities for Democratic			62,386.0

*Estimated Quantities for Purpose of Bld Evaluation ONLY.

servic	es, as described in the "Services" Special Provision on Page 5. The lered in determining the low bidder.	ded below the cost for ese amounts will <u>not</u> be
1.	Service for fixing and repair of all flats	NC \$ Billed in Hound
2.	24/7 service availability	\$12100
3.	24-hour turnaround time on retreads, if deemed necessary (City requests this service to be at no additional charge)	\$ MC
4.	2-hour response time for on-site work	s M/C

COST OF REPLACEMENT CASINGS

<u>NOTE</u>: These amounts will <u>not</u> be considered in determining the low bidder. Manufacturer to be agreed upon by both parties.

Bid Item #	Manufacturer/Tread	Cost
1.	Manufacturer: 35/FS/ GENE/COST/MICH Tread: 12/22.5	\$ 45 °C
2.	Manufacturer: 3/5 F/5 GENE, CONT, MICH Tread: 275/70222.5	\$ 60°
3.	Manufacturer: <u>Bls Fls Gere</u> , cont, mich Tread: <u>/1/2-22.5</u>	\$ 9000
4.	Manufacturer: Bls, Fls, Gene, Cont, Mich Tread: 305/70222.5	\$ 75 00
5.	Manufacturer:	\$

Emergency Response Time: Contractor is required to indicate in the space provided below the response time during normal business hours (Mon – Sat, 8:00 am to 5:00 pm) for emergency delivery of tires or recaps at no additional cost to the City. Time indicated should be guaranteed delivery times from time of notification by the City of an emergency until the product ordered is actually delivered to the City.

A. F	riority Delivery/Emergency Response	Time: /	/	Hours
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