



Dated: May 28, 2020

**ADDENDUM NO. 1**

**2020-BT-001 LEASE OF BUS TIRES**

To All Prospective Proposers:

The Golden Gate Bridge, Highway and Transportation District (District) herewith issues Addendum No. 1 to the above-referenced solicitation. This Addendum is hereby incorporated and made part of the solicitation documents. Except as specifically modified by this document, all other terms and conditions remain in full force and effect.

**MODIFICATIONS TO LANGUAGE CONTAINED IN SOLICITATION DOCUMENTS**

The following changes have been made to the solicitation documents, as described below and shown in *bold face and italic type*:

1. **RFP, PAGE RFP4, SECTION 6 SCOPE OF SERVICES, SUBSECTION B TIRES**

Revised as set forth on page RFP 4 and RFP 5 (revised).

2. **RFP, PAGE RFP12, SECTION 6, SCOPE OF SERVICES, SUBSECTION J TEN PERCENT CLAUSE**

Revised as set forth on page RFP 12 and RFP 13 (revised).

3. **RFP, PAGE RFP13, SECTION 6, SCOPE OF SERVICES, SUBSECTION K TOOLS AND EQUIPMENT**

Revised as set forth on page RFP 13 (revised).

4. **RFP, PAGE RFP4, SECTION 6, SCOPE OF SERVICES, SUBSECTION B TIRES**

Revised as set forth on page RFP 5 (revised).

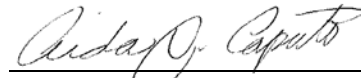
5. **RFP, PAGE RFP6, SECTION 6, SCOPE OF SERVICES, SUBSECTION D  
SERVICE PERSONNEL – NUMBER AND DUTIES**

Revised as set forth on page RFP 6 and RFP 7 (revised).

**RESPONSES TO QUESTIONS FROM POTENTIAL PROPOSERS**

The attached Questions and Answers document is in response to written inquiries submitted by potential Proposers to the District.

**Proposers shall acknowledge the receipt of this Addendum and include the Addendum Number in its signed cover letter. Failure to do so may cause the District to deem the proposal as being unresponsive.**



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Aida Caputo  
Contracts Officer

Attachments: RFP page RFP 4 (Revised)  
RFP page RFP 5 (Revised)  
RFP page RFP 12 (Revised)  
RFP page RFP 13 (Revised)  
RFP page RFP 6 (Revised)  
RFP page RFP 7 (Revised)  
Questions and Answers

**2020-BT-001, Lease of Bus Tires**

<b>NO.</b>	<b>QUESTION</b>	<b>ANSWER</b>
<b>1</b>	<b>Tires – Section 6(B) (RFP). Page RFP 4</b> -Two questions and/or Requests – (a) Please add “applicable” between “all” and “regulatory” on line 3 of the fourth paragraph. (b)Please add “applicable” between “conform to” and “requirements” on line 1 of the last paragraph.	(a) Change accepted. (b) Change accepted. See Addendum No. 1, Item 1.
<b>2</b>	<b>Ten Percent Clause – Section 6(J) (RFP). Page RFP 12</b> - Please add the following as the last sentence: “The Contractor makes no representations or warranties and assumes no liability related to such test tires.”	This has been removed from the RFP. See Addendum No. 1, Item 2.
<b>3</b>	<b>Tools and Equipment – Section 6(k) (RFP), Page RFP 13</b> - It appears that this section repeats the last two sentences of the previous clause (Section 6(J)) and the actual language of this clause is missing. Please provide the appropriate language so we can review and comment.	RFP Section 6-K has been revised. See Addendum No. 1. Item 3.

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NO.	QUESTION	ANSWER
4	<b>Liquidated Damages – Section 4 (Attachment B). Page 2 -</b> Please delete this Section in its entirety.	Please refer to RFP Section 11-B Page RFP 22. The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment B. <b>If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Modifications shall be indicated by utilizing the redline feature in track changes.</b> Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification. Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement.

**2020-BT-001, Lease of Bus Tires**

<b>NO.</b>	<b>QUESTION</b>	<b>ANSWER</b>
<p align="center"><b>5</b></p>	<p><b>Responsibility; Indemnification – Section 12 (Attachment B). Page 5 -</b> Please replace the language under this Section with the following: “The Contractor shall indemnify, keep and save harmless the District, its directors, members, agents, officers, and employees for losses, liability, damages, costs, and expenses (including reasonable costs of litigation and reasonable attorneys' fees) (collectively, the "Losses") arising from third-party claims for bodily injury, death, or tangible property damage, to the extent that such Losses are caused by the negligence or willful misconduct of the Contractor in the performance of this Agreement by the Contractor; provided that the District shall give the Contractor prompt written notice of any such third-party claim or lawsuit for which indemnification is sought hereunder, cooperate in the defense thereof, and grant the Contractor the right to defend, settle, or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel. The District shall indemnify, keep and save harmless the Contractor, its directors, members, agents, officers, and employees, for all losses arising from or in connection with third-party claims of injury, death, or tangible property damage, to the extent that such losses are caused by the negligence or willful misconduct of the District, its agents or employees. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Agreement or the provision of tires and/or services, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.”</p>	<p>See answer to Question 4.</p>
<p align="center"><b>6</b></p>	<p><b>Assignment – Section 16 (Attachment B). Page 10 -</b> Please replace the language under this Section with the following: “Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party.”</p>	<p>See answer to Question 4.</p>

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NO.	QUESTION	ANSWER
7	<p><b>Termination – Section 21 (Attachment B). Page 12</b> - Two Requests- (a) Please revise the first sentence of the first paragraph as follows: “The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving thirty (30) days’ written notice to the Contractor.” (b)Please add the following paragraphs to the end of this Section: “The Contractor shall have the right to terminate this Agreement at any time for convenience by giving thirty (30) days’ written notice to the District. If the District fails to make any payment due or to perform any obligation under this Agreement, the Contractor may, at its option and without waiving or limiting any of its other rights or remedies under this Agreement or at law, declare all of the District’s indebtedness and obligations to the Contractor to be immediately due and payable and may immediately terminate this Agreement by giving written notice to the District to that effect. Upon termination of this Agreement for convenience or default by either party, the Contractor shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock.”</p>	See answer to Question 4.
8	<p><b>Maintenance, Audit and Inspection of Records – Section 22 (Attachment B). Page 12</b> - Please add the following to the end of the first paragraph: “Any access to the Contractor’s or its subcontractors’ records and reports pursuant to this section shall be upon thirty (30) days’ prior written notice, during normal business hours and at the sole cost and expense of the accessing party.”</p>	See answer to Question 4.

**2020-BT-001, Lease of Bus Tires**

NO.	QUESTION	ANSWER
9	<b>Worker's Compensation and Employers' Liability – Section 13 A(3) (Attachment B). Page 7</b> - At the end of the second paragraph; after "jointly, or severally....." please add "only as respects to the Contractor's negligence."	See answer to Question 4.
10	<b>Evidence of Insurance and Endorsements – Section 13 C(2) (Attachment B). Page 9</b> - Please remove; "providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution"	See answer to Question 4.
11	<b>Evidence of Insurance and Endorsements – Section 13 C(3) (Attachment B). Page 9</b> - Please revise paragraph to read; "3) Such insurance in A. 1), A. 2), and A. 4) shall include as additional insureds on a blanket basis, the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.	See answer to Question 4.
12	<b>Evidence of Insurance and Endorsements – Section 13 C(4) (Attachment B). Page 9</b> - Please revise the first sentence of the paragraph to read; " The General Liability policy must also contain either a Cross Liability endorsement or Severability of Interests Clause....."	See answer to Question 4.
13	<b>Cost Proposal – Section 8 (H) (Formal RFP). Page RFP 19</b> - Please confirm State Sales Tax and State New Tire Fee are not to be included in Bid Prices. California does not have sales tax exemption and there should be a record.	Confirmed.

**2020-BT-001, Lease of Bus Tires**

NO.	QUESTION	ANSWER
14	<p><b>TIRES – Section 6 (B) (Formal RFP). Page RFP 4</b> - Please approve as equal the Firestone CT 315/80R22.5 load range L 75MPH inter-city tire as equal for the 315/80R22.5 18-ply rating. and the Firestone CT 305/70R22.5 load range L 75 MPH. Spec sheets have been emailed to <a href="mailto:contractsoffice@goldengate.org">contractsoffice@goldengate.org</a></p>	<p>Both tires are approved as equals. See Addendum No. 1, Item 4.</p>
15	<p><b>SERVICE PERSONNEL – Section 6 (D) (Formal RFP). Page RFP 6</b> - Pleases confirm: A. Spin balance of tire/wheel assembly on steer positions only. B. District will provide Contractor approved wheel cleaning products and proper environmental area for physically cleaning the wheels. C. Perform tire tread depth and safety inspections on available buses and tires to assure legal and safe operation once during the month at the tire maintenance shop.”</p>	<p>A. Spin balance on all axles.            B. Yes.            C. Performed at all locations - San Rafael, Novato and Santa Rosa.</p>
16	<p>1-Can you please provide current mileage rate for each sizes?            2-Can you please provide current service rate?            3-How many scrape tires does Gate Bridge Highway &amp; Transport District average per year?            4-Are the current tires Branded or RFID?            5-Does Golden Gate Bridge Highway &amp; Transport District require specific safety stock for each locations?            6-what is your current cost per 32nd of each sizes?            7-Are there any other requirements for a subcontractor to be approved other than one stated in the RFP?            8- Will Golden Gate Bridge Highway &amp; Transport District communicate the unique ID to the contractor to initiate the brand</p>	<p>1 - 315/80R 22.5 Rate \$ 0.007206, 305/70R 22.5 Rate \$ 0.010974            2 - \$ 12,622.00            3 - Scrap Tires per year is approximately 168.            4 - RFP Section 6-N Page RFP 14, Branded.            5 - All stock at "Main Shop" and the District will move tires to outside shops as needed.            6 - 315/80R 22.5 Unused/Damaged Rate \$ 34.56, 305/70R 22.5 Unused/Damaged Rate \$ 23.14            7 - See RFP Section 7-B Page RFP 17.            8 - To be determined.</p>
17	<p><b>Annual Performance Bond</b> - Would the transit be willing to consider Michelin's preferred Performance Bond Form?</p>	<p>The District will consider your preferred Performance Bond Form.</p>



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NO.	QUESTION	ANSWER
18	<b>Commercial General Liability Insurance -Sec. 4 - Attachment B; Pg. 2</b> - Please remove section in it's entirety as Michelin does not agree to liquidated damages.	See answer to Question 4.
19	<b>Liquidated Damages - Sec. 4 - Attachment B; Pg. 2</b> - Please remove section in it's entirety as Michelin does not agree to liquidated damages.	See answer to Question 4.
20	<b>Ownership of Work - Sec. 9 - Attachment B; Pg. 4</b> - Would the transit consider making this section mutual?	See answer to Question 4.
21	<b>Confidentiality - Sec. 9 - Attachment B; Pg. 4</b> - Would the transit consider making this section mutual?	See answer to Question 4.
22	<b>Responsibility; Indemnification - Sec. 12 - Attachment B - Pg. 5</b> - Please consider the following change to the language: To the fullest extent allowed by law, the Contractor further agrees to defend any and all such actions, suits or claims, with counsel chosen by Contractor , and pay reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive three years after termination or expiration of the Agreement.	See answer to Question 4.
23	<b>Assignment - Sec. 16 - Attachment B - Pg. 10</b> - Would the transit consider making this section mutual?	See answer to Question 4.
24	<b>Termination - Sec. 21 - Attachment B - Pg. 12</b> - Would the transit consider making this section mutual?	See answer to Question 4.
25	<b>Maintenance, Audit, and Inspection of Records - Sec. 22 - Attachment B - Pg. 12</b> - Please change language to take a confidentiality agreement into consideration.	See answer to Question 4.

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NO.	QUESTION	ANSWER
26	<b>Regrooving</b> - Does the current vendor regroove tires and will regrooving be allowed under this contract?	Yes. See RFP Section 6-B RFP Page 5 - Tires re-grooved to the District, State, and Federal standards may be used on rear wheels of buses only, provided no problems are experienced. Re-grooved tires shall not be used on front wheels and shall have minimum of 4/32" tread.
27	<b>Mileage Reporting</b> - Will the monthly mileage and vehicle usage report be provided in Excel format? Would the transit also consider reporting the mileage by the 10th of each month?	Yes the monthly mileage and vehicle usage report is provided in Excel format and it can be provided by the 10th of each month.
28	<b>Rates</b> - What are your current mileage and service rates?	See answer to Question 16.
29	<b>Union</b> - Are the service personnel part of a collective bargaining group?	No.
30	<b>Competitor Disposal</b> - If the successful bidder is someone other than the incumbent would they be responsible for removal and disposal of competitors tires?	See Attachment B - Sample Professional Services Agreement - Section 20 - A and B Pages 11 and 12.
31	<b>Start Date</b> - Please confirm the awarded Contractor will be given at least 30 days from award to start date.	Yes.
32	<b>Standard Contract</b> - Would the transit be willing to consider Michelin's standard tire leasing contract?	No.
33	<b>Required Equipment</b> - Please confirm equipment needed if new contract is awarded. (balancer/compressor/etc...)	See Section 6-D - RFP Pages RFP 7 through RFP 9. No compressor needed. The District will supply air as stated.
34	<b>California Uniform Waste and Used Tire Manifest</b> - Please confirm this is referencing Golden Gate Transit's own TPID number.	Confirmed.
35	<b>Personnel</b> - Please confirm two service personnel is currently working all 3 yards	See Page RFP 11 Section 6-G. Personnel work at "Main Shop" and travel to outside shops in Novato and Santa Rosa once per week to take tread depth readings.

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NO.	QUESTION	ANSWER
36	<p><b>Service Personnel - Number and Duties Sec. D - RFP - Pg. 6</b> - Please confirm transit will amend contract to raise or lower service prices in the event of a significant increase or decrease in annual bus mileage.</p>	<p>RFP Section 6-D Page RFP 7 - The Contractor shall not unilaterally increase the number of service personnel assigned to this Contract without the prior written approval of the District's Director of Maintenance. <b>Adjustment to the monthly service charge for addition or deletion of personnel or for service location will be determined on a mutually agreeable basis.</b> The Contractor's service personnel shall also notify Chief Mechanic whenever absent. Any changes will be formalized by an Amendment to the Contract.</p>
37	<p><b>Service Personnel - Number and Duties Sec. D - RFP - Pg. 6 - Item 21</b> - If a vendor besides the incumbent is awarded, please confirm if monthly inventory will be required for new contractor's tires only.</p>	<p>See Attachment B - Sample Professional Services Agreement - Section 20 - A and B Pages 11 and 12.</p>
38	<p><b>4. Submittal of Proposals. B. Proposal Due Date. Second Paragraph</b> - After "Please reserve the week of", there appears to be a date or dates missing. Please confirm what week that applies here.</p>	<p>Section 4-B Page RFP 2 - Paragraph 2 now reads; District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve the week of <b>June 15, 2020</b> as the tentative week planned for finalist interviews, should interviews be conducted. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.</p>
39	<p><b>Insurance. Commercial General Liability</b> - Please confirm that CGL coverage can continue to be provided through self-insured retentions. REASON: The major global companies participating in this procurement utilize self-insured retentions as a part of their insurance program.</p>	<p>Confirmed.</p>

**2020-BT-001, Lease of Bus Tires**

NO.	QUESTION	ANSWER
40	<p><b>Insurance. Self-Insurance. Evidence of financial capacity</b> As a publicly traded company, please confirm that publicly available information such as annual reports, SEC filings, etc would be satisfactory in confirming financial capacity.</p>	Documents listed are acceptable.
41	<p><b>Insurance Endorsements</b> - In lieu of endorsements, please confirm contract specific items may be conveyed on the Certificate(s) of Insurance. REASON: Major global companies contract with thousands of entities and do not provide specific contract endorsements.</p>	Confirmed.
42	<p><b>6. Scope of Services. D. Service Personnel - Number and Duties</b> - Please eliminate the one half-time service personnel and go to three full-time service personnel for 10,000,001 and above annual bus miles.</p>	See Addendum No. 1 - Item 5.
43	<p><b>General</b> - Please provide the current prevailing wage for GGBHT Bus Servicer, Provisional.</p>	Bus Servicer, Provisional wage is \$ 29.03 + benefits.

in Marin, Sonoma, Contra Costa, and San Francisco counties. The District receives funds primarily from Bridge tolls, transit fares and federal, state and local grants.

**6. SCOPE OF SERVICES**

**A. General**

It is the intent of the District to enter into a Contract for the lease and service of bus tires on a tire mileage basis. The District operates three yards, one in Santa Rosa, one in Novato, and the Main Yard and Shop located in San Rafael, California. Currently, a layover parking lot is located at 101 Perry Street in San Francisco, California. The District may operate up to 220 transit and suburban type buses in services between San Francisco and points in and between Marin, Napa, Sonoma, and West Contra Costa Counties, California. All present coaches are 35-, 40-, 45-foot long and 102" wide, 6, or 8 wheel, 4 or 6 cylinders, and air-conditioned.

Future coaches may be of other types such as double-deck, mini-buses, tractor-trailer, etc. Should any of these different types be incorporated in the District's fleet, the tire rate applicable to such types of buses shall be established by mutual agreement between the District and the Contractor.

The District provides two types of transit service:

- (1) Commuter service from Santa Rosa in Sonoma County to San Francisco, a distance of approximately 65 miles, and service to BART. This is the longest route with the highest speeds. During commute periods, the traffic flows from 65 plus miles per hour on portions of the freeway for up to 10 miles, with an average speed over the entire run of about 31 miles per hour. The District also operates over the same route at other than commute periods in which the speeds on the freeway may be in excess of 65 miles per hour for up to 35 miles, which are usually, but not always, "dead head" runs.
- (2) Local and feeder service.

**B. Tires**

Tires to be provided under this specification and any future tires provided under this Contract shall be subject to District approval for conformity under this specification. To allow complete flexibility in the use of equipment, it is intended to allow the use of Inter-City high speed type tires, as defined in the California Administrative Code, Title 13, Motor Vehicle Section 1085(M) on all buses, provided all tires meet the manufactures' speed and weight limits of District buses and general transit or commuter operating conditions. To maintain speedometer accuracy, the standard size tire for all buses shall be equal to 315/80Rx22.5,

except for 9 buses consisting of two (2) BYD electric 35-foot buses and seven (7) New Flyer hybrid 35-foot buses which shall be 305/70Rx22.5, low profile, with a minimum 18-ply rating radial or approved equal.

Bridgestone R249 315/80R22.5, Load Range L, 75 mph intercity tire is approved as an equal.

***Firestone CT 315/80R22.5 load range L, 75MPH inter-city tire 18-ply rating and Firestone CT 305/70R22.5 load range L 75 MPH inter-city tire 18-ply rating are approved as equals.***

The quantity of tires furnished shall be sufficient to keep all buses fully equipped and provide an adequate reserve supply. The quantity shall be in accordance with accepted practices in the industry for metropolitan transit operation. The Contractor shall ensure tire deliveries are coordinated with the Contractor's tire personnel and shall notify the District's Bus Division Chief Storekeeper at (415) 257-4412 at least 24 hours prior to delivery, Monday through Friday between 7:00 a.m. and 3:00 p.m. One tire shall be furnished for each wheel. Wheels are and will remain District property.

All tires shall be of the steel belted radial type or approved equal. Tires shall be maintained by the Contractor in such condition of tread and body so as to comply with all ***applicable*** regulatory agency requirements. Tires re-grooved to the District, State, and Federal standards may be used on rear wheels of buses only, provided no problems are experienced. Re-grooved tires shall not be used on front wheels and shall have minimum of 4/32" tread.

All tires supplied shall be minimum five-ply on tread and one-ply on side wall with an 18-ply rating, unless otherwise approved by the District. Should mileage or other results indicate desirability of other than radial ply tires, the Contractor or the District may suggest substitution of a type of tire other than radial ply. The determination of substitution shall be at the sole discretion of the District.

The District is not precluded during the life of the Contract from considering the use of tires with other components in the event the industry develops new or improved tires containing such other materials and substituting them.

Tires furnished shall at all times and in all respects conform to ***applicable*** requirements of California Vehicle Code, California Administrative Code (Title 13), U.S. Department of Transportation, and all other regulatory bodies with jurisdiction over the District's fleet.

**C. Scope of Services**

The Contractor shall supply all new tires required, plus weights for balancing tires on wheels. The Contractor shall also furnish all supplies necessary to make any and all repairs, re-grooving in accordance with best industry standards. The

Manufacturer	Model	<u>Year</u>	<u>Length</u>	<u>Width</u>	<u># Tires</u>	<u># Passenger Seats</u>	<u># Active</u>	<u># Contingency</u>
<b>BYD</b>	Electric	2018	35 foot	102"	8	30	2	0
<b>Gillig</b>	Low Floor	2020	40 foot	102"	8	38	11	0
<b>Gillig</b>	Low Floor	2019	40 foot	102"	8	39	67	0
<b>Gillig</b>	Low Floor	2017	40-foot	102"	8	38	10	0
<b>MCI</b>	D4500	2010	45-foot	102"	8	57	23	0
<b>MCI</b>	D4500	2012	45-foot	102"	8	57	32	0
<b>MCI</b>	D4500	2015	45-foot	102"	8	57	25	0
<b>Orion</b>	V	2003	40-foot	102"	6	41	0	10
<b>New Flyer</b>	DE35LF	2010	35-foot	102"	6	29	7	0
Total							177	10

Note: All buses are on tubeless tires.  
All buses are air-conditioned.

During the term of this Contract, the District reserves the right to change the number of buses operated and to have the same tire size and/or construction as the type of tires for which Bid quotations are sought to receive tire service at no additional cost per service mile. Should the District introduce buses with a different size and/or construction of tire, the parties may negotiate an appropriate adjustment in the basic mileage rate and value to be applicable to such type of tire.

**I. New Vehicles Equipped with Contractor’s Tires**

Upon a thirty (30)-day prior written request by the District, the Contractor shall deliver tires for any new buses to any continental North American bus manufacturer’s location or to point of *final assembly in the United States*. Any tire lost, stolen, or damaged while in the possession of the bus manufacturer or while bus is being delivered to the District shall be paid by the District. When new buses equipped with tires furnished by the Contractor shall be delivered overland, mileage accumulated during this delivery (driveaway miles) shall be paid by the District. (Responsibility for collection of these charges will be that of the District.) The District will supply the Contractor with the mileage figure at the time of delivery.

**J. Ten Percent Clause**

~~*The Contractor agrees that the District may equip up to ten percent (10%) of its fleet of buses with tires obtained from other manufacturers or supplied by the Contractor for testing purposes. All such tires shall be serviced by the Contractor in the manner set forth in Section 6-D above. The then current service rate shall*~~

~~apply for the Contractor's servicing of said tires. The Contractor shall be fully responsible for the disposal of said tires.~~

**K. Tools and Equipment**

All such ~~tires tools~~ shall be serviced by the Contractor in the manner set forth in Section 6-D above. ~~The then current service rate shall apply for the Contractor's servicing of said tires.~~

**L. Damage/Loss of Tires**

- (1) **Negligent Damage to Tires by District.** The District shall be liable for any of the Contractor's tires that are rendered unfit for service due to negligence or improper use on the part of District employees. Such damaged tires that can be made serviceable by repair shall be repaired by the Contractor and the actual cost of such repair shall be charged separately, as necessary. Tires damaged beyond repair by negligence or improper use on the part of the District's employees shall be paid by the District as of the date of damage at the then current cost per 32nd of legal tread depth remaining as defined in Sample Professional Services Agreement - Section 20-A "Buy-Out" Option.

For purposes of calculating the cost of usable 32nds remaining on damaged and unusable tires, the cost per tread at the then current cost as set forth on the Bid Form will be used. The Projected 5-Year Total Cost for Unused/Damaged tires shall be added to the Projected Grand Total Bid for tires and service as set forth on the Bid Form.

The District shall not be liable for normal wear and tear, including road hazards, to which all vehicular traffic is subject and improper servicing of tires through the negligence or intentional acts of the Contractor or the Contractor's failure to adhere to the service requirements of these specifications. Determination of liability shall be based on negotiation between representatives of the Contractor and the District, with the District's Director of Maintenance approval.

- (2) **Theft, Vandalism, Fire Damage to Spare Tires.** The District agrees to provide a safe and suitable area within the fenced bus yard for spare tires and to pay the Contractor the amount of any damage or loss resulting from accident, fire, loss, theft, or vandalism of said tires, provided that the District shall not make such payment to the Contractor in cases where the damage or loss is the result of the negligence and/or intentional acts of the Contractor or its employees. The value of tires for the purpose of determining the amount of any damage or loss under this provision shall be determined in accordance with Section L-1 above. The District shall limit



Contractor shall keep an adequate stock of mounted, properly inflated and balanced tires plus adequate reserve for emergency or weekend use, or, during the hours when the Contractor is off the job. The Contractor shall pick up and deliver all tires to the District garage. The Contractor shall repair or re-groove only those tires or casings known to be in good, serviceable condition. The District's high-speed operation does not allow the use of retreads because of cap adhesion failures.

The Contractor shall install, balance, and remove mounted tires on all bus wheels. The District will keep coach axle/suspensions in alignment and brakes properly adjusted. The Contractor shall maintain adequate tools for the performance of all required services. The District will furnish sufficient space on-site for the storage, repair, and care of tires without charge to the Contractor. The District will provide all road service including tire/wheel changes. The Contractor shall dispose of leased damaged or scrapped tires and any Contractor-owned tools and equipment at its expense. The Contractor shall also dispose of District-owned tires at the District's expense.

**D. Service Personnel – Number and Duties**

The Golden Gate Transit Maintenance Shop operates 24/7 and as such has three work shifts, Day, Swing, and Grave. The Contractor shall provide one trained service personnel ("**Service Personnel**") during the Dayshift and one trained Service Personnel on either the swing or grave shifts, or both if annual mileage dictates additional trained Service Personnel. The Contractor shall provide shift assignments for review and approval to the Director of Maintenance bi-annually, coordinated with the Bus Maintenance Department bi-annual shift changes in March and September. Requests for changes to the approved shift assignments must be in writing to the Director of Maintenance for review and approval. Exceptions to the approved shift assignment(s) for vacation, sick, FMLA, jury duty, etc. of no more than two continuous weeks in duration do not require approval. Contractor's Tire Service Personnel may not also be employees of the District during the term of this Contract.

The Contractor shall provide trained tire Service Personnel with at least one year's experience working on fleets with equipment of 200 or more based on the following formula:

- (1) Up to 10,000,000 annual bus miles, the Contractor shall provide the District with two full-time service personnel.
- (2) For 10,000,001 ~~to 12,000,000~~ and above annual bus miles, the Contractor shall provide the District with ~~two~~ three full-time ~~and one half-time~~ service personnel.
- ~~(3) For 12,000,001 and above annual bus miles, the Contractor shall provide the District with three full-time service personnel.~~

For the purpose of determining yearly mileage, the following monthly mileage figures will trigger the addition (or deletion) of service personnel.

- (1) Up to 833,333 bus miles per month for three consecutive months, two service personnel shall be provided to the District.
- (2) For 833,334 bus miles *to 1,000,000 miles and above* per month for three consecutive months, *two three and one-half* service personnel shall be provided to the District.
- ~~(3) For 1,000,001 bus miles and above per month for three consecutive months, three service personnel shall be provided to the District.~~

The Contractor shall not unilaterally increase the number of service personnel assigned to this Contract without the prior written approval of the District's Director of Maintenance. Adjustment to the monthly service charge for addition or deletion of personnel or for service location will be determined on a mutually agreeable basis. The Contractor's service personnel shall also notify Chief Mechanic whenever absent.

Trained tire service personnel provided by the Contractor shall perform all ("**Tire Services**") made available by the District, including but not limited to:

- (1) Unload and stack new tires
- (2) Change wheels at service location
- (3) Maintain correct tire inflation
- (4) Spin balance tires. Tires shall be balanced using heavy-duty wheel balancer, John Bean model 9800, *COATS Models 6450 or 6401*, or approved equal.
- (5) Mount and dismount tires
- (6) Rotate tires
- (7) Re-groove tires
- (8) Clean wheels
- (9) Visually inspect front-end alignment, and notify Fleet & Facilities Superintendent of buses out of alignment.
- (10) Visually inspect for loose or missing lug nuts, damaged studs, and condition of wheels, including damage, cracking and wear. Replace wheels as needed.