

ADDENDUM NO.2



**LUZERNE COUNTY TRANSPORTATION AUTHORITY
315 NORTHAMPTON ST
KINGSTON PA 18704**

ADDENDUM NO.2 “TIRE LEASE INVITATION FOR BID NO. 17-18-005”

Invitation for Bid: Clarifications and Changes:

1. Page 11. Section III. A Scope of Work: **Please insert** "applicable" between "any and all" and "FTA" in the fifth line of the third paragraph.
2. Page 13. Paragraph #6. **Confirming** if an exemption certificate is not available for New Tire Fee, if applicable, LCTA will pay the fee.
3. Page 13 of 55 Paragraph # 10: **Please delete the second paragraph** of this section in its entirety and **replace with the following standard mutual language for indemnity:**
"The successful Bidder shall also indemnify, keep and save harmless the Authority, 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 Bidder in the performance of this Agreement by the Bidder; provided that the Authority shall give the Bidder 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 Bidder the right to defend, settle, or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel. The Authority shall indemnify, keep and save harmless the Bidder, 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 Authority, its agents or employees."

LCTA Specifications for Lease of Transit Tires

4. Page 17. Paragraph #5. Previous Tire Run-Out. **Please change language** to read: **"LCTA has not executed a tire run-out option** with its present lessor. LCTA will continue to use tires in its possession on March 1, 2018 until such time those tires are rendered unfit for further service."
5. Page 19. Section 12. Possession and Cancellation – Section 12 (Specifications for Lease of Transit Tires): **Please insert** "close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock," between "tires," and "and/or" in the ninth line of the first paragraph.
6. Page 20. Section 14. Record Keeping. **Please remove** "or unique and individual tire brand" from the paragraph.

REASON: Individual Branding is typically required for "posted accounts" where individual tire mile tracking is required. The end of the paragraph clearly states, "LCTA will not be responsible for tracking tires and will not be required to provide information in individual tires(mileage, position on the vehicle or any other data)."

7. Page 20. Section 17. Service. First Paragraph, Third line. **Please add** "valve stems, valve cores, valve caps....etc." between "inflate tires.....and.....repair materials needed."

8. Page 21. Section 17. Service. Unnumbered paragraph 4. As prior paragraphs in this section use the word "Authority", **please change** "Lessee" to "Authority".
9. Page 22. Section 20. Termination – (Specifications for Lease of Transit Tires): **Please add following language** at the end of this section: "*and Supplier shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock*".
10. **Blank... disregard**
11. Page 22. Section 21. Standard Rider for Mileage. **LCTA confirms** the Bidder can use their standard lease agreement in place of Attachment 1.
12. Page 23. Section 22. Insurance. **LCTA confirms** that it is the sole responsibility of the Authority to supply GL, WC, and Auto Insurance. It states that Luzerne will secure the policy and the Supplier will be included as additional insured.
13. Page 27. Access to Records (Appendix A - Required Forms and Certifications). **LCTA is adding the following language** at the end of the first section of this certification: "*Any access to the Contractor's records and reports pursuant to this section shall be upon reasonable advanced notice, during normal business hours and at the sole cost and expense of the accessing party.*"
14. Page 29. Section 6. Commonwealth of Pennsylvania Non-Discrimination Clause (Appendix A - Required Forms and Certifications): **Please insert** "*the applicable provisions of*" between "with" and "the Contract" in the first line of this section.
15. Page 36. Civil Rights (Appendix A - Required Forms and Certifications). Section 2(c) Disabilities: **Please insert** "*applicable*" between "the" and "requirements" in the second line of this section.
16. Page 36. Civil Rights (Appendix A - Required Forms and Certifications). Section 2(a) Race, Color, Creed, National Origin, Sex: **Please insert** "*applicable*" between "any" and "implementing" in the last line of this section.
17. Page 36. Civil Rights (Appendix A - Required Forms and Certifications). Section 2(b) Age: **Please insert** "*applicable*" between "any" and "implementing" in the second last line of this section.
18. Page 36. Civil Rights (Appendix A - Required Forms and Certifications). Section 2(c) Disabilities: **Please insert** "*applicable*" between "any" and "implementing" in the second last line of this section.