

GOODS AND SERVICES SUPPLY AGREEMENT

UTA CONTRACT #23-03719

Tire Lease Program

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and The Goodyear Tire & Rubber Company, a Corporation located at 200 Innovation Way D710 Akron, OH 44316-001 (the “Contractor”).

RECITALS

WHEREAS, on July 20, 2023, UTA received competitive proposals to provide Tire Lease program, and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFP 23-03719AB (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, The proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a Three (3) year period expiring 3 years after last official signature about, November 30, 2026. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon

providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibits A and B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless

otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to ap@rideuta.com for processing and payment. To timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services (see Exhibit A). Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to ap@rideuta.com. Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

9. **WARRANTY OF GOODS AND SERVICES:**

UTA acknowledges that title to all tires leased to UTA shall remain at all times with Contractor. No accession of property shall result because of any attachment to the property of UTA.

Contractor warrants that the Goods and Services performed under this Agreement conform to the requirements of this Agreement and are free of any defect of equipment, material or workmanship, including that performed by or supplied by Contractor or any of its subcontractors or suppliers. Contractor shall remedy at its own expense any such defects.

All parts and materials shall initially be new, and in no case will any used, reconditioned or obsolete parts be accepted, with the exception of retread casings.

It is understood and agreed that UTA does not waive any warranty either expressed or implied or any liability of the manufacturer standard warranty and extended warranty.

Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

In no case shall tires of different ownership be mixed on the same bus, provided, however, that tires being "run out" tires may be mixed between axles so long as tires of the same manufacturer and type are used opposite one another, front and rear. This warranty shall extend to and cover the expected service life of the tires supplied hereunder

Any tires or retreads converted from lease to purchase under this contract will be purchased "as-is" and without warranty as to the merchantability, condition, or fitness for a particular purpose.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any copies of deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any copies of documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or relating directly to contractors performance of this agreement, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to substantially conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set

forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**
Standard Insurance Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (or self-insured retentions/self-insurance)**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor". In lieu of policy endorsement, this information may be conveyed on the certificate of insurance.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor". In lieu of policy endorsement, this information may be conveyed on the certificate of insurance.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
- 1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: The required coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project or a replacement policy must be issued. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

*All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. UTA is an additional insured on those policies, and should a claim be made and a dispute over coverage arise UTA will **be given** access to the insurance policy **or policies as well as all endorsements** in question. **DO NOT SEND***

CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, with mutual agreement of the Contractor, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third-party claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such reasonable expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all reasonable costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents.

Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT**: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit

of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS** : Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes

in Work, Consultant must give UTA's Project Manager or designee written notice stating:

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.
- e. If Price increases for Tires are requested, UTA will use PPI for tire lease rates PCU32621132621103 comparing the monthly average year over year,
- f. If Price of Services is requested, UTA will use the CPI for mountain area tire services, comparing the monthly average, year over year. CUUR0480SA0,CUUS0480SA0

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such relevant records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Contractor before entering into this Contract.
 - D. Information developed by Contractor through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Nathan Hess, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3615 nhess@rideuta.com.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3320 aburton@rideuta.com.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

- a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:

The Goodyear Tire & Rubber Company
ATTN: Walt Welker or Ed Bowman
200 Innovation Way D710
Akron, OH 44316-0001
Ed_Bowman@goodyear.com
walt_welker@goodyear.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Nathan Hess/Contractor's Ed Bowman	Five calendar days
UTA's Bryan Sawyer/Contractor's Walt Welker	Five calendar days
UTA's Cherry Beveridge/Contractor's Michele Root GM	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

33. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

34. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by strikes or labor disruptions, fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

35. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

37. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

39. **NEW VS USED MATERIAL**

With the exception of retread casings, the materials or supplies must initially be new and unused.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

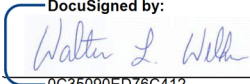
By _____

By _____

By  _____
70E33A415BA44F6...

UTA Legal Counsel

CONTRACTOR:

By  _____
0C35090ED76C412...

Name walt welker

Title Manager Business Operations; Mileage Sale

10/19/2023

EXHIBIT A

LIQUIDATED DAMAGES PAYMENT ADJUSTMENTS

LIQUIDATED DAMAGES

The Contractor hereby agrees that pursuant to the Bus Tire Lease Contract, the Contractor will keep detailed and complete records of the below-specified indicators of service performance. The Contractor shall organize such records in a manner such that the records are readily available for the Authority's inspection, and the Contractor shall provide such records and any supporting documentation to the Authority upon request.

The following procedure will be used by the Authority's staff in noticing and assessing liquidated damages for non-compliance with this Contract:

Assessment Procedure

The Authority will submit notification of the liquidated damage assessment to the Contractor, wherein the Contractor has five (5) business days from receipt of Liquidated Damage Assessment to respond back to the Authority with a corrective action and/or mitigation plan.

The Authority may assess liquidated damages for inadequate performance, such as failure to meet the service requirements listed herein and failure to address in-service failures adequately. This exhibit identifies several performance failures that the Authority anticipates would give rise to the assessment of liquidated damages including the anticipated amounts of liquidated damages for each violation.

The Authority may, at its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The Authority will provide the Contractor with prior notice of the liquidated damages to be assessed and will consider documented information from the contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor.

The Contractor will not be held responsible for Liquidated damages caused by fire, riot, acts of god, and/or war or other events, which are beyond that parties reasonable control.

(1) Service – Tire Standards

The Authority may assess \$1,000 per occurrence for each vehicle found to be in non-compliance with any technical tire requirement in this Contract affecting the operability, performance, and safety of the vehicle, when made available to correct non-compliance by pull out (2:30AM MT). For example, proper tread depth, proper balancing, correct tire type, and failure of affected vehicle being available for service before pull the next day after the defect or service need is identified.

(2) Inspections

The Authority may assess \$500 per occurrence for each vehicle found to be in non-compliance of the weekly and monthly inspection requirements described in this Contract.

(3) Winter Change Over

The Authority may assess \$250 per bus per day that does not meet the Winter Change Over requirement described in this Contract, including required completion dates. Assessments of liquidated damages for this item can begin January 1, 2024.

(4) Record Keeping / Reporting

The Authority may assess \$200 per occurrence for each vehicle found not to have complete, accurate and timely records and/or reporting as described in this Contract this does not include submission of winter change over plan or completion of that service. Inaccurate data that is determined by the Authority as intentional will be subject to Termination of Contract as described in this Contract.

(5) Winter Change Over Plan

The Authority may assess \$2,500 per occurrence per day for failure to meet the Winter Change Over Service Plan requirements as described in this Contract in a timely manner.

After the conclusion of each month, the Authority will calculate and notify the Contractor in writing of any liquidated damages to be imposed for that month.

1. If the Contractor disagrees with the liquidated damages imposed, it will respond to the Authority in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation. Unless rescinded based on information from the contractor, all amounts of liquidated damages imposed will be deducted by the Authority from the payment for services otherwise due to the Contractor,
2. Should the amount due to the Contractor for services rendered be less than the liquidate damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to the Contractor.

*In the event UTA elects to impose a total of \$250,000 in liquidated damages on an accumulated basis the contract will be cancelled.

Exhibit A

Statement of Work

This contract will be for both Tires and Services. All specifications are per RFP 23-03719AB, Goodyear Proposal and negotiations.

The following Goodyear tires will be provided for this Contract:

THE

ALL POSITION TIRES:

305/85R22.5 Metro Miler G652 RTB

305/70R22.5 Metro Miler G652 RTB

275/70R22.5 Metro Miler G652 RTB

315/80R22.5 Metro Miler G652 RTB

LT225/75R16 Wrangler Workhorse HT

MUD & SNOW / 3PMSF / TRACTION TIRES:

305/70R22.5 Endurance TSD

315/80R22.5 Endurance TSD

305/85R22.5 Precure Retread G182

305/70R22.5 Precure Retread G182

275/70R22.5 Precure Retread G182

Goodyear assures delivery within 30 days after receipt of order by Goodyear's Order Desk (1-800-MILEAGE).

Goodyear to furnishes all valve hardware and repair materials, including use of high-temperature Dill 632 or equivalent metal valve caps and Dill 402AH or equivalent valve cores. Goodyear's Tire Technology tests and certifies all tire repair materials provided during the contract term. Though Goodyear publishes no printed warranty policy for mileage tires, under a Goodyear lease Goodyear replaces (at no additional charge to the Operator) any tires found to be defective due to material defect or workmanship.

STAFFING

Work force will consist of one (1) corporate contract administrator, one (1) corporate HR associate, one (1) region manager, one (1) region operations manager, one (1) area supervisor, one (1) full time account tire maintenance technician supervisor, seven (7) full time tire maintenance technicians and four (4) part time tire maintenance technician or full time equivalent. All associates will be required to meet or exceed qualifications noted in this plan. Summary of authorized representative contact info, including assignments as follows:

Goodyear Authorized Representative	Contact Numbers	Contact Address / Email	Assignment
Welker, Walter (Walt)	O: (330) 796-6792 F: (330) 796-5708	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 walt_welker@goodyear.com	Contract Manager / Acting Administrator
Phillip, Diana (Diana)	O: (330) 796-7033 F: (330) 796-5708	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH	HR / Employee Relations Specialist

		44316-0001 diana_phillip@goodyear.com	
Bowman, Edward L. (Ed)	C: (951) 258-5163	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316 ed_bowman@goodyear.com	Region Mgr (Field Mgt) HO:Ogden,UT
Teti, Robert (Bob)	C: (954) 818-4242	The Goodyear Tire & Rubber Co 200 Innovation Way D/710 Akron, OH 44316-0001 bob_teti@goodyear.com	Region Ops Mgr (Field Mgt) HO:Colorado
Duran, Gabriel (Gabe)	C: (626) 216-5237 F: (626) 279-6195	The Goodyear Tire & Rubber Co 13351 12 th Street Chino, CA 91710 gabe_duran@goodyear.com	Project Manager (Area Supervisor)
Tire Maintenance Tech Supervisor (TBD)	TBD	TBD	Tire Service Supervisor (Account Mgt)

MANAGEMENT

Monitoring the quality of service and assuring compliance is the responsibility of the Goodyear’s Region Manager and Area Supervisor. This will be accomplished using the following checklists and visits:

- An ‘Inflation Checklist’ will be maintained for UTA’s bus maintenance facility. Tire Maintenance Technician is required to identify which vehicles they air check by recording the date of inspection and their initials. Minimum standards on a number-of-vehicles-per-day basis will be established to assure one hundred percent (100%) of UTA’s vehicles are checked as required.
- ‘Tire Service Checklist’ is required. During management visits at a minimum of once a month for the first six months and once every sixty days thereafter, a checklist will be completed by Goodyear’s Area Supervisor’s and or Region Manager. The Region Manager’s visits will be “unannounced”. A copy of the completed Tire Service Checklists will be provided to the UTA’S Maintenance and/or Project Manager.
- The Area Supervisor will meet with UTA’S staff at least once a month for the first six months and once every sixty days thereafter to assist in educating each other on sources, references, and problems to improve overall efficiency. Goodyear’s Management team will meet with designated UTA’S personnel, at UTA’s designated facilities, twice a year to report contractual performance, issues and solutions.

SUPERVISION

The Area Supervisor will work unilaterally with UTA reviewing and monitoring service requirements and the tire service associate. Meeting UTA’S service needs will include, but will not necessarily be limited to the following:

- Provide off-site tire support in the event the regularly scheduled tire technician is unavailable.
- Supervisory staff will be certified to install and perform tire maintenance services. They will comply with occupational safety and health administration requirements.

- Adjust service hours as required to meet the needs of

UTA.

- Provide a minimum of three (3) contact phone numbers in the event emergency scheduled shift coverage is required.
- Enforce and monitor tire maintenance technician CDL and Forklift requirements.
- Require and enforce Standard Work Rules for all service personnel assigned to this contract. Enforcement handled in a firm but fair manner to assure a satisfactory level of service to UTA.
- Monitor service and repair of previous Contractor's tires until such tires are deemed unfit for service.
- On a monthly basis, check air gauges for proper calibration and note this information on "Tire Service Checklist".
- On a monthly basis, confirm each tire in the fleet is pressure-checked every thirty (30) days and report this information to the UTA's Maintenance and/or Project Manager.
- Monitor UTA's "Tire Application Program" i.e., confirm legible and accurate work performed is recorded.
- On a monthly basis, confirm UTA has provided tire movement information for any and all tire changes, including brake jobs and road calls, performed by UTA'S personnel in order to assure accurate and detailed monthly reports.
- Monitor buses requiring wheel alignment or related defects by reviewing Goodyear's "Abnormal Tire Reports" (B76).
- Confirm torque wrench calibration are checked on all consigned torque wrenches by UTA's "Torque Wrench Tester", witnessed by UTA, a minimum of every three (3) months. Certify that all torque wrenches are calibrated annually by obtaining a record of certification.
- Monitor proper spare stock tire storage and security of spare stock.
- Monitor used and waste tire manifest requirements.
- Monitor bus wheel maintenance program.

TRAINING

A structured, on-the-job "continuum" training program will be required to assure UTA is always provided an efficient comprehensive tire service program. Goodyear staff will review different key service elements from our "Mileage Tire and Retread Service Manual" in detail with our Tire Maintenance Technician, requiring the associate to demonstrate proficiency.

SAFETY

Compliance with the FTA Alcohol and Drug Testing Guidelines established by 49 CFR Parts 655 and 49 CFR Parts 40 as applicable, including pre-employment, reasonable cause, post-accident, return to duty and random testing and all UTA's, Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), and/or OSHA safety requirements shall comply and will be stressed throughout the term. A Safety and Health Inspection will be required at start-up and at least monthly by Goodyear's account tire maintenance technician supervisor, field area supervisory and/or management associates.

TIRE SERVICE REQUIREMENTS (Part 1 – Project Specific Information)

Under Goodyear's will meet or exceed UTA's expectations, and such standards will include:

- Supply and maintain numerically (with customer prefix) branded transit bus tire levels at UTA's five (5) bus maintenance facilities with a minimum of one-half (½) spare transit bus tire, per vehicle, per tire size that meet all regulatory requirements to assure uninterrupted service.
 - Monitor tread depths and schedule for service according to DOT specifications i.e., front wheel (steer) minimum tread depth of 4/32 and other than front wheels (rear, center or tag) minimum of 2/32 at any point in the tread configuration.
 - Transport tires mounted on rims in Goodyear's company owned service truck, as necessary, between the Meadowbrook facility, the Central facility, the Ogden facility, the Timpanogos facility, and any other future facilities - maintaining an inventory at each of the said facilities.
 - Furnish all necessary labor, tools, and equipment.
 - Provide seasonal products and services based on RFP# 23-03719, Part 1 – Project Specific Information, Seasonal Information.
 - Maintain and repair all tires according to industry standards.
 - Provide Siping equipment and perform Siping of at least half (½) depth of the tread on all new original and new recapped center tire ribs - outside tire ribs optional.
 - Balance dynamically all bus tires on steer (front) positions with up to 24oz, less for smaller (LT/PASS) tires, wheel changes, rotations, repairing, maintain and correct air pressure, mounting/demounting all consigned tire types, torque wheel lug nuts in accordance with the vehicle manufactures specifications and apply UTA provided torque seal on all next day re-torques when applicable and assure all valve stems are accessible with dual applications 180 degrees apart.
 - Deliver / load / unload all new, retreaded and scrap lease tire shipments, as required.
 - Maintain outward wheel position appearance by placing clean shiny wheel surface to all outside wheel positions.
 - Apply properly matched tires of the same make, model, and size, by position and/or axle, so long as tires of the same manufacturer are used opposite one another.
 - Pressure check with tire inflation gauge, visually inspect tread, sidewalls, and entire integrity of tires. Assure that each vehicle in the fleet is pressure checked at least every thirty (30) days. Report all vehicle tire or non-tire related mechanical defects to operating garage Maintenance Supervisor or Bus Mechanic Lead Worker in writing, utilizing Goodyear's "Abnormal Tire Wear Report" (B-76).
 - Record legible and accurate work performed in UTA's "Tire Application Program" on a monthly and/or historically basis including, but not limited to; date of service, bus or vehicle number, brand number, reason for removal, inventory (consignment) of tires, comments, vehicles air pressure checked and adjusted, tires removed from service by type, size, wheel position, next day re-torques etc.
 - Make available to UTA, upon request, technical services for the purpose of assisting and/or resolving any problems that may arise in connection with the use of any Goodyear tires called for under RFP# 23-03719.
 - Be fully responsible for the maintenance and care of all tire service equipment.
 - Working area to be clean and free of any safety hazards during working hours and thoroughly cleaned and free of all tools, equipment, and supplies prior to completing and ending scheduled tire service.
 - Maintain proper records of removal and remediation of

disposed used and waste bus tires following applicable Utah law regarding the disposal and recycling of all tires.

TIRE FITMENT ACTION PLAN

Goodyear shall maintain all competitor tires, including regrooving and repair of flat tires to keep them in proper operating conditions. Goodyear will continuously use competitor tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) month period.

BUS WHEEL MAINTENANCE PROGRAM

Under Goodyear's bus wheel maintenance program, the following standards will meet or exceed UTA's expectations, and such standards will include:

- Tire Service Technicians will sort wheels for reuse, reconditioning or disposal,
- Corrosion will be removed from wheels and hub, flange, and coin holes by use of a scrapper, wire brush, grinder or buffing device,
- Commercially refurbish steel wheel on an "as-needed" basis by picking up steel wheels from UTA Meadowbrook facility, bead blast wheels to remove heavy rust and paint layers, visually inspect wheels for cracks, oblong bolt hole patterns, and other defects that would render the wheels unsafe, powder-coating in a "Metal Mate" Gloss Black (2M6151) or Approved Equal refinish and return refinished wheels with reconditioned valve stem or unfinished defective wheels to UTA's Meadowbrook facility,
- When mounting or dismounting tires with aluminum wheels, tire maintenance technician shall exercise care to prevent damage or scratching. The tire maintenance technician shall place a scrap of carpet or a pad under the wheel to prevent damage when mounting or dismounting tires,
- Aluminum wheels shall be cleaned on both sides on an "as needed" (not polished) basis with UTA provided soap, water, and all necessary equipment, supplies and workspace. No dust or road grime shall be visible on any wheel mounted for service. Aluminum wheels shall be dressed for rim flange wear in accordance with the Alcoa Wheel Service Manual. The Tire Maintenance Technician will notify UTA'S Materials, Maintenance or Project Manager when wheels are no longer suitable for service as determined by use of a rim gauge. All rims confirmed to be non-useable shall be returned to UTA.

TIRE FURNISHED

Tires furnished by Goodyear shall be of sizes and types specified in RFP# 23-03719, Table 1 (pages 19-21), or UTA approved equivalent. All tires shall be of high quality as to the relevant sizes and types of tires, as defined by Goodyear specifications and shall initially be new original all-season tires, new original mud & snow tires, or retread mud & snow tires. Front tires shall be original new tread to comply with all Federal Standards.

TIRE SERVICE EQUIPMENT, TOOLS AND SUPPLIES

(Narrative, Reliability/Availability/Maintainability)

Goodyear's equipment, hand tools and tire supply requirements shall address all elements including support and training for all equipment to successfully comply with RFP# 23-03719 "SCOPE OF WORK / SPECIFICATIONS", Section 2, and any applicable requirements and standards specified by the Williams-Steiger Occupational Safety and Health Act of 1970

(Public Law 91-596), as well as with other applicable Federal, state, and local codes. They shall be derived from partnered industry manufacturers, suppliers and distributors, and support, the user's readiness objectives. Reliability requirements are addressed through R&D and long-term practical application; addressing reliability to assure UTA does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Availability requirements are addressed by pre-planning and partnered industry manufacturers, suppliers, and distributors, allowing for priority demand and supply; addressing availability to assure UTA does not experience any disruption in bus service or cause adverse impacts on providing bus transportation. Maintainability requirements shall be addressed by Goodyear's Tire Maintenance Technicians, Account Tire Maintenance Supervisor, Area Supervisor, Region Manager, UTA Management and respective equipment manufacture and be fully responsible for the care, servicing, preventive, and corrective maintenance of the following minimum listed equipment to service:

- Tire Spreader (Ascot/Myers T54)
- Tire Siper (ST Saf-Tee Siper w/ ramp and adapters or equivalent)
- Fleet Service Box Truck or equivalent
- Inflation Stations
- Bus and Vehicle Lifts (UTA Supplied – All Facilities)
- Tire Mounting/Dismounting Equipment (UTA Supplied - Meadowbrook Facility)
- Tire Mounting/Dismounting Equipment (UTA Supplied – Riverside Facility)
- Tire Inflation Cage (3 Bar Minimum Safety Cages)
- Dynamic Balancing Machine (UTA Supplied - Meadowbrook Facility)
- Dynamic Balancing Machine (UTA Supplied - Riverside Facility)
- Impact Wrench and Sockets (CP797-6 & CP731-2 ½ Sq. Dr., misc. socket)
- Cheetah Bead Seater or equivalent
- Torque Wrench (TM600-1 Breakaway or Bluetooth Enabled)
- Tire Management Software and Hardware

WORKFORCE SCHEDULE BY FACILITY

Goodyear will work with each shop to come up with a schedule that works for their needs. Actual hours of coverage may change due to changing bus needs. Shift start times and end times are to be flexible to accommodate bus availability and to ensure repairs are made in a timely manner.

Position Weekly hours

1 Supervisor 40 (1x40)

7 TMT's Full Time (F/T) 280 (7x40)

4 TMT's Part Time or F/T Equivalent 94.5 (4x23.63) Approximately

Meadowbrook Start time / End time	Start Time / Days	End Time / Days
	8:00 a.m. Monday-Friday	4:30 p.m. Monday-Friday
Position		
Supervisor		
TMT Full time	4:00 p.m. Tuesday-Saturday	12:30 a.m. Wednesday-Sunday
TMT Full time	4:00 p.m. Monday-Friday	12:30 a.m. Tues-Saturday
TMT Full time	7:00 a.m. Monday-Friday	3:30 p.m. Monday-Friday
TMT Full time	4:00 p.m. Sunday-Thursdays	12:30 a.m. Monday-Friday
TMT Full time	4:00 p.m. Monday-Friday	12:30 a.m. Tues-Saturday

TMT Part time	10:30 a.m. Monday-Friday	3:00 p.m. Monday-Friday
TMT Part time	4:00 a.m. Tuesday-Friday	6:00 a.m. Tuesday-Friday

Exhibit B Price and Compensation

TIRE COSTING ESTIMATE									
GROUP #	TIRE SIZE	ESTIMATED ANNUAL BUS MILES	NUMBER OF WHEELS	TIRE RATE PER MILE PROPOSAL	ESTIMATED ANNUAL LEASE YEAR 1	ESTIMATED ANNUAL LEASE YEAR 2	ESTIMATED ANNUAL LEASE YEAR 3	ESTIMATED ANNUAL LEASE OPTION YEAR 4	ESTIMATED ANNUAL LEASE OPTION YEAR 5
1	275/70R22.5	756,000	6	\$0.010000	\$45,360.00	\$45,360.00	\$45,360.00	\$45,360.00	\$45,360.00
2	305/85R x 22.5	12,474,000	6	\$0.010000	\$748,440.00	\$748,440.00	\$748,440.00	\$748,440.00	\$748,440.00
3	305/85R x 22.5 or 12R x 22.5	2,016,000	6	\$0.010000	\$120,960.00	\$120,960.00	\$120,960.00	\$120,960.00	\$120,960.00
4	305/70R22.5	1,218,000	6	\$0.010000	\$73,080.00	\$73,080.00	\$73,080.00	\$73,080.00	\$73,080.00
5	305/70R x 22.5	714,000	6	\$0.010000	\$42,840.00	\$42,840.00	\$42,840.00	\$42,840.00	\$42,840.00
6	315/80R x 22.5	2,646,000	8	\$0.010000	\$211,680.00	\$211,680.00	\$211,680.00	\$211,680.00	\$211,680.00
7	225/75R x 16.0	3,510,000	6	\$0.003200	\$67,392.00	\$67,392.00	\$67,392.00	\$67,392.00	\$67,392.00
8	315/80R x 22.5		2	\$0.016726	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	305/85R x 22.5		4	\$0.016726	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ESTIMATED YEAR #1 LEASE TOTAL					\$1,309,752.00	\$1,309,752.00	\$1,309,752.00	\$1,309,752.00	\$1,309,752.00
ESTIMATED YEAR #1 SERVICE TOTAL					\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04
ESTIMATED YEAR #1 FULL SERVICE TOTAL					\$2,350,175.04	\$2,350,175.04	\$2,350,175.04	\$2,350,175.04	\$2,350,175.04
Estimated total for Contract					\$11,750,875.20				

SERVICE COSTING ESTIMATE			Estimated Total Miles Per year				23,334,000
Types of Service	Estimated Quantity per year	Service Rate Per Mile	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
General service based on scope of work	N/A	\$0.044560	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04	\$1,039,763.04
		Rate Per Item					
Comercial Wheel Maintenance	12	\$55.00	\$660.00	\$660.00	\$660.00	\$660.00	\$660.00
Aluminum Wheel Polishing	150	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Total			\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04	\$1,040,423.04

COST PER 1/32ND OF USABLE TREAD FOR RUN OUT, BUY OUT OR DAMAGE INCLUDING CASING CHARGES		
TIRE SIZE	COST PER 1/32	Casing cost
275/70R22.5	\$19.58	\$0.00
305/85R 22.5	\$26.08	\$0.00
305/85R 22.5 or 12R x 22.5	\$26.08	\$0.00
305/85R 22.5	\$26.08	\$0.00
305/70R 22.5	\$28.26	\$0.00
315/80R 22.5	\$31.58	\$0.00
225/75R 16.0	\$16.00	\$0.00
315/80R 22.5	\$44.60	\$0.00
305/85R 22.5	\$26.08	\$0.00