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DOCKET COMMENTS

DEPT. OF TRANSPORTATION
DOCKET SECTION

Friday, April 16, 1999

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RE: 49 CFR parts 390 and 396 [FHWA Docket No. 98-3656] -- 30
General Requirements Inspection, Repair, and Maintenance; Intermodal Container
Chassis and Trailers.

Dear FH WA:

I have a wide knowledge on intermodal chassis because our company is immersed in this traffic, We are a 250 power unit motor carrier with terminals in W. Memphis, AR, Dallas, TX, San Antonio, TX, Beaumont, TX, and Pasadena, TX. We operate in rail ramps, pier facilities, and outside depots. My experience is as a driver for six years, in law enforcement for seven years, and as a trucking operations staff member for the past ten years.

1. The OOS rate for intermodal container chassis or trailers is higher than that of carrier owned equipment. We most often move intermodal container chassis or trailers a distance of 15 miles or less one way, and very often are inspected within fifteen minutes of leaving a terminal. Intermodal container chassis or trailers are identified as "easy targets" by local law enforcement because their "pass the buck" maintenance leaves them in a lower level of fitness than typical carrier owned equipment.

2. 3-5 violations per inspection is common.

3. UIIA disavows all responsibility of the fitness of equipment because the agreements are written by and for the ship lines/equipment owners. Truckers have very little influence on the content of these agreements and no leverage to force changes. A trucker who refuses to be party to the agreement penalizes himself because he is then not allowed to pull the equipment needed to service the customer/shipper. Witness the "new" Equipment Interchange Agreement (EIA) from Crowley Maritime last summer/fall. I corresponded many times with them to dispute such clauses as those that state that once the motor carrier signs for the equipment that motor carrier is completely liable for all fines and repairs relating to that equipment. I asked what would happen if the kingpin pulled off right after we left the terminal gate. The answer was that it was our equipment once we signed for it. Their agreement is as unbalanced as I have seen. In Pasadena last fall an intermodal chassis under lease to TMM (likely XTRA owned) broken in half and almost struck at Pasadena Police Motorcycle Officer (as the officer was in the process of pulling the truck over for a DOT inspection.) I wonder how the fault/liability for repairs rested in that case?

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4. No comment.
5. Violations on an intermodal container chassis or trailer are very often able to be clearly determined "when" they happened. If the equipment has been in trucker possession for less than an hour, for example, loose wheel lugs would not be something that the trucker "caused," nor would out-of-adjustment brakes. Chaffed hoses can be inspected to see if it is recent damage or preexisting damage. Rusted frames would not be the fault of the motor carrier unless possession had been long enough for rust to take effect. In short, the same judgment that allows officers to write citations allows them to determine the cause of the citation.
6. Time of possession should be a factor in determining liability. See above paragraph (#5).
7. Obstacles facing drivers from inspection include time, tools and facilities (creeper, auxiliary personnel to check lights/brake movement), and an area to do inspection before taking possession (would be on-site of equipment provider). Drivers do have the general ability to perform the required inspection. Drivers do have a duty to give a general inspection but should not be forced to perform in-depth inspections, particularly to take possession for a trip that may be two miles, but even for 500 miles.
8. Currently equipment providers state that they are properly maintaining equipment and many repairs are made (but typically equipment is maintained at a level below the required levels). The shops and personnel are adequate in facilities that we frequent to keep equipment in shape. After a one-time charge to pull chassis up to grade, no additional money beyond current levels of expenditures would be needed.
9. It is very common for equipment to be offered for use without a current inspection. Sometimes the inspection is several years out of date.
10. Defects are still found when inspections are performed within the previous three months. Intermodal can be a high-wear application and many units are over twenty years old. The lights are unreliable and air systems worn. 10x20 bias tube type tires are capped and capped with little regard for the condition of the tire carcass.
11. See no. 10.
12. See no. 10.
13. This would not accomplish the purpose of this legislation because the fact that the inspection was allegedly performed and documentation exists does not change the fact that lights did not work due to overall faulty condition, that wires were currently

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loose and dangling, that hoses are chaffed, that wheel seals are leaking. The citation must go to the owner/responsible party for the cycle to stop.

14. Private sector cannot unify enough to resolve this less obscure problem. Equipment availability is a very high profile issue that gets much more attention than equipment condition. The lowest link in the chain is the individual driver, who often compensates by stopping to check his lights before entering a high-enforcement area. The driver deals with slow-to-release brakes and the delays and expense of road-side tire repairs. Because the driver has a smaller voice than the other parties involved, the maintenance issue is not at the front of the drive. Additionally, the imbalance of power from ship line/equipment provider to motor carrier will not be overcome soon. The ship line/equipment provider has no reason to work on this issue as they already have things working to their benefit. (Chassis pools do not address maintenance).

I can provide many more details, examples, tours, and other Industry members to support and explain these answers. The local law enforcement agencies have begun enforcing DOT regs very rigorously over the past few years (EVERY and ANY violation nets a \$200 fine) so we are acutely aware of the condition of intermodal chassis. We own, lease, and otherwise operate our own fleet of intermodal chassis so have experience there also.

There are some bright spots in the equipment issue: XTRA Intermodal in Houston has some relatively new, well maintained chassis, as does Mediterranean Shipping Company. (We did have an air leak develop with an XTRA chassis less than two minutes after leaving their facility; XTRA tried to deny responsibility). On the downside, ship lines such as Zim lines has notoriously poorly maintained chassis in Houston, with poor lights, poor tires, etc.

Recently we were placed out of service because the twist lock on an intermodal chassis did not have a positive catch to secure in the locked position. The chassis was an Oshkosh brand and is of a design common in the industry. However, a Texas Department of Public Safety Trooper issued an OOS order; we were forced to have a chain welded near each twist lock to secure the lever in the locked position. By doing this, we modified the manufacturer's (widespread and accepted) design.

Problems with intermodal chassis include broken leaf springs, inoperable twist locks, air leaks, dragging and ill-adjusted brakes, leaking wheel seals, loose lugs, worn wheel bearings that result in complete failure, worn landing gear, missing and damaged ICC bumpers, expired annual inspection stickers, rusted/severed cross members, loose light plugs, out of alignment axles, weathercracked and cut tires, etc.

To add insult to injury, many of these defective items are NOT written up when trucker takes possession, then ARE written up as defective when trucker returns to ship

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line/equipment owner, whereby trucker is charged for the damages and for repairs that are never performed.

I appreciate the opportunity to comment in this matter and look forward to regulations to aid us in this one-sided relationship.

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