

## **GOODS AND SERVICES SUPPLY AGREEMENT**

**UTA CONTRACT # 24-03880**

### **Jordan River Rail Service Center Truck Shop Wheel Press**

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 MAE-EITEL, INC., a (the “Contractor”).

#### **RECITALS**

WHEREAS, on October 30<sup>th</sup>, 2024, UTA received competitive proposals to design, build and commission a new wheel press for the JRRSC truck shop. 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 RFP 24-03900 (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 Jordan River Rail Service Center Truck Shop December 6<sup>th</sup> 2024 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 until all Goods have been delivered and all Services have been performed in accordance with the Contract (as

reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than March 31<sup>st</sup>, 2026. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. 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 Exhibit 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. General

The Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor, equipment and material required, supplies, training, technical support, Special tools, spare parts, overhead, duties, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

The Contractor shall submit invoices to the Agency according to the milestone payment schedule set forth in Section 3 Compensation and Fees. The Contractor shall not submit more than one invoice in any 30-calendar day period and each invoice may include any number and combination of milestone payments that are payable that period.

Invoices need not be based on sequential milestones.

b. Invoice Format

In order to process the submitted invoices in timely manner, each invoice shall be in a format approved by the Agency, and shall include the following information:

- i. Contractor Name
- ii. Contract number
- iii. Invoice Number
- iv. Invoice Date
- v. Milestone(s) invoiced
- vi. Total invoice amount
- vii. The Contractor shall certify on each invoice that the total costs invoiced do not exceed the total milestone payment allowed.

c. Invoicing and Payment Procedures

The Agency will make payments to the Contractor for Work satisfactorily completed as set forth in the Contract Documents. To be considered for payment, an invoice must be in a form approved by the Agency's PM. Each invoice must set forth a specific description of the Work performed, deliverable(s) provided or other event(s) triggering entitlement to payment pursuant to the Payments Schedule. Each invoice must provide supporting documentation demonstrating the Contractor's entitlement to payment as described above.

All invoices must be approved by the Agency's PM.

Invoices meeting the requirements set forth in this Section shall then be submitted to Accounts Payable at ap@rideuta.com for processing and payment.

The determination of whether the invoice is accurate and correct will be made solely by the Agency. The Agency shall have the right to disapprove specific elements of each invoice provided that the Agency will not withhold its approval unreasonably. The Agency shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which the Agency has against Contractor under the Contract. The Agency will provide the Contractor's Project Manager with notice of the reasons for which payment for any portions of the invoice was withheld.

No payment will constitute an acceptance of any Work that fails to comply with the Contract Documents.

9. **SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. 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.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

Any 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 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. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA’s contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

**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 alleged to be caused, 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 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**

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
- Personal and Advertising Injury \$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".

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".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$100,000
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Disease – Each Employee	\$100,000
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Disease – Policy Limit	\$500,000
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- 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. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and 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](mailto: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. 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](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. 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, 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 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 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 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. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy 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. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor'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. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

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 and 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 environmental and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://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. **ENVIRONMENTAL RESPONSIBILITY**

Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain environmental obligations. A partial list of activities, products or Services deemed as have a potential environmental effect is available at the UTA website [www.rideuta.com](http://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.

19. **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.

20. **SUSPENSION OF WORK**

UTA may, at any time, by written order to contractor, require Contractor 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, Contractor 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.

- a. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- b. 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.
- c. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor 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:
1. In the Scope of Services.
  2. In the method or manner of performance of the Work; or
  3. 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) Contractor'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 Contractor 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 Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor 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 Contractor based on the information included in (or referenced by) this Contract. In order to be

eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor 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 Contractor’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.

**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 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 or designated audit parties 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 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:
  1. Information already in the public domain.
  2. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
  3. Information developed by or in the custody of Contractor before entering into this Contract.
  4. Information developed by Contractor through its work with other clients; and
  5. 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 Sharanjit Saini 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) 287-1955 [ssaini@rideuta.com](mailto:ssaini@rideuta.com)

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jackie Marra, 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) 287-3059 [jackie.marra@rideuta.com](mailto:jackie.marra@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: Jackie Marra  
669 West 200 South  
Salt Lake City, UT 84101  
[Jackie.Marra@rideuta.com](mailto:Jackie.Marra@rideuta.com)

**If to Contractor:**

MAE-EITEL Inc.  
ATTN: Mitch Tikhman  
97 Pinedale Industrial Rd.  
Orwigsburg, PA 17961 USA  
[Mitch.Tikhman@mae-group.com](mailto:Mitch.Tikhman@mae-group.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:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager and the Contractor’s Project Manager	Five calendar days
UTA’s Agency’s Capital Vehicle Manager and the Contractor’s Equivalent	Five calendar days
UTA’s Chief Officer and the Contractors; Equivalent	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. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal.

33. **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.

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by 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.

**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 origin

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. **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.

40. **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.

41. **SURVIVAL**

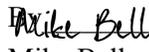
Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

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 \_\_\_\_\_  
Jay Fox  
Executive Director

By \_\_\_\_\_  
David Hancock  
Chief Capital Services Officer

DocuSigned by: \_\_\_\_\_ 1/23/2025  
  
Mike Bell  
UTA Legal Counsel

**MAE-EITEL:**

Signed by: \_\_\_\_\_ 1/23/2025  
  
Mitch Tikhman  
CEO

## **EXHIBIT A**

### **SCOPE OF WORK**

- A The Contractor shall design, manufacture, test, deliver, install and commission a state-of-the-art RADS 2-250 wheelset assembly press machine capable of performing all pressing activities required to maintain, repair, and overhaul UTA's current and future rail vehicles.
- B The wheelset press includes a base frame, cylinders, centering device, measuring and safety devices, hydraulic unit, electrical control cabinet, transport device, and is operated with the latest Racos X software. For additional technical details, please refer to MAE-Eitel's Quotation 121931-1.
- C All adapters required to perform work as outlined in Section 1.02.01 shall be provided as part of this Contract.
- D The Contractor shall provide all necessary tooling required to perform work as outlined in Section 1.02.01, that is not commercially available, as part of this Contract.
- E The design, documentation, and mounting and dismounting operations shall be compliant with Association of American Railroads (AAR), Federal Railroad Administration (FRA), American Public Transportation Association (APTA), and manufacturer's recommendations applicable to the equipment being serviced. The Contractor shall be responsible for demonstrating conformance to relevant standards for each machine operation.
- F The Contractor shall provide training to UTA employees on the operation and maintenance of the wheelset press machine.
- G The Contractor shall provide documentation for maintaining and operating the wheel press machine. 

#### **A. Wheel Press Machine Operations**

The wheel press machine shall, at minimum, be capable of performing all mounting and dismounting operations as outlined in this section.

- A S70 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck axle journal bearings
- B SD-160 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck axle journal bearings
  - iv Mounting and dismounting of the center truck wheel centers
  - v Mounting and dismounting of the center truck brake disc hub
  - vi Mounting and dismounting of the center truck axle journal bearings
- C SD-100 Light Rail Vehicle Mounting and Dismounting Operations:
  - i Mounting and dismounting of the power truck drive coupling
  - ii Mounting and dismounting of the power truck wheel centers
  - iii Mounting and dismounting of the power truck brake disc hub
  - iv Mounting and dismounting of the power truck axle journal bearings
  - v Mounting and dismounting of the center truck wheel centers
  - vi Mounting and dismounting of the center truck brake disc hub
  - vii Mounting and dismounting of the center truck axle journal bearings
- D Future UTA Light Rail Vehicles
  - i All necessary pressing operations to service, repair, maintain, and overhaul the Light Rail Vehicle over its service life shall be supported by the wheel press machine.
  - ii The Contractor shall inform UTA of any incompatibilities with existing Light Rail Vehicle designs.
  - iii To accommodate this requirement, the wheel press machine may be designed with optional adapters and features to accommodate other vehicle designs. The Contractor shall provide UTA a list of all tooling and adapters that are required to accommodate other types of rail vehicles with estimated pricing.
- E MP36PH-3C Locomotives
  - i Mounting and dismounting of the wheels
  - ii Mounting and dismounting of the axle gears
  - iii Mounting and dismounting of the axle journal bearings
- F Bombardier Bi-Level Coaches and Cabs
  - i Mounting and dismounting of the wheels
  - ii Mounting and dismounting of the axle journal bearings
- G Future FrontRunner Vehicles

- i All necessary pressing operations to service, repair, maintain, and overhaul the vehicles over the service life shall be supported by the wheel press machine.
- ii The Contractor shall inform UTA of any incompatibilities with existing North American makes/models of Diesel Multiple Units (DMU) and push/pull trainset designs.
- iii To accommodate this requirement, the wheel press machine may be designed with optional adapters and features to accommodate other vehicle designs. The Contractor shall provide UTA a list of all tooling and adapters that are required to accommodate other types of rail vehicles with estimated pricing.

**H Opposing Force Test**

The wheel press machine shall be capable of performing an opposing force test for all applicable press applications.

**B. System Design**

- A The Contractor shall be responsible for the successful installation, integration, and commissioning of the wheel press machine at UTA's facility to provide UTA with a fully operational wheel press machine capable of performing all operations outlined in section A.
- B UTA shall be responsible for the removal of the old wheel press machine and bridge crane (if applicable).
- C The wheel press shall be designed for a minimum of a 30-year service life.
- D Hydraulic connections shall be made using corrosion resistant rigid piping, except in locations where relative motion between components occurs. Flexible hoses may be used to prevent the transmission of vibration between components.
- E Oils, greases, additives, and other consumables required to service and maintain the wheel press machine shall be readily available for purchase in the United States.
- F Electrical systems shall be designed in conformance with NFPA 70.
- G All wiring and cabling shall be placed inside of suitable hard conduit for cable runs external to the equipment.
- H The control system shall be equipped and programmed to detect system faults. The system faults shall be displayed to the operator, providing a description of the fault and necessary corrective action. The Contractor shall provide a functional description of the fault detection system and a list of all faults for UTA review and approval (CDRL 01).
- I All components shall be treated to prevent corrosion. The use of dissimilar metals in contact is prohibited. Moving components shall be painted in OSHA safety yellow. The base color shall be RAL 5005, Signal Blue.

- J The wheel press machine shall be designed to limit the gearbox tilt to 5 degrees past the normally mounted (horizontal) truck position throughout the entire service operation.
- K The contractor shall design and provide protective sleeves to protect axle journals during pressing operations.
- L The wheel press machine shall be equipped device to support the gearbox torque arm to prevent unwanted rotation during machine operations. The support device shall translate simultaneously with the gearbox.
- M The wheel press machine shall be equipped to automatically measure and record radial and axial runout. It shall include a rotation device to allow for the measurement of radial runout of the tread circle, and axial runout of the wheels and tires (resilient wheel designs) measured at the inboard face. Alternative designs to accomplish the runout measurements may be submitted for UTA review and approval.
- N The contractor shall provide a design package demonstrating the wheel press design for each press operation as outlined in section A for UTA review and approval. The design package shall include at a minimum:
  - i Fully dimensioned drawings for the complete wheel press.
  - ii Fully dimensioned drawings for all adapters required to interface with each piece of equipment.
  - iii Electrical and hydraulic schematics.
  - iv Fully dimensioned drawings detailing the pressing interfaces for each operation outlined in section 1.02.01.
  - v A stress analysis demonstrating no permanent deformation of the machine, adapters, or work piece will occur during any wheel press machine operation.
  - vi An overload analysis demonstrating no permanent deformation, buckling, or overload of any machine element when operated at maximum capacity.
  - vii The design package shall provide analysis demonstrating that all reaction forces are transmitted through the machine frame, and not the building foundation.
  - viii Detailed functional descriptions of each operation outlined in section A.
  - ix The design package shall be reviewed according to the following review phases: Preliminary Design Review (PDR) (CDRL 03), and Final Design Review (FDR) (CDRL 04).
    - a The preliminary design review (PDR) shall confirm the design concept. The PDR shall contain the preliminary design package, and a requirements traceability matrix clearly demonstrating how all technical specifications will be met.
    - b The final design review (FDR) shall confirm the design is conformant with all specifications and ready for manufacturing. The FDR shall

- demonstrate the completion of the requirements traceability matrix, and finalize the design package.
    - c Manufacturing shall not commence until the Contractor receives written approval of the FDR from UTA, and all comments from previous design review phases have been addressed. Approval must be provided within five (5) business days of submission. Should there be any delay in approval, the delivery date will be adjusted accordingly.
    - d If the Contractor decides to proceed with material procurement and/or manufacturing prior to FDR approval, any non-conformance shall be corrected at the Contractor's expense.
- O The Contractor shall develop a wheel press machine facility integration plan (CDRL 05). At a minimum this plan shall contain the following:
  - i Engineering drawings demonstrating the machine placement and interfaces with the JRRSC truck shop. The drawings shall consider all aspects of wheel press operation including overhead crane access for placement of equipment onto the wheel press machine.
  - ii All facility requirements such as electrical requirements, network requirements, etc, shall be defined in the plan.
  - iii The Contractor shall determine whether the wheel press machine is compatible with the existing 4 Ton bridge crane currently located above the existing wheel press.
  - iv The wheel press machine shall be located in approximately the same position as the existing wheel press machine, subject to UTA review and approval.
  - v The integration plan shall clearly define any necessary facility modifications that must be conducted prior to the wheel press machine installation, if applicable. The Contractor shall clearly identify all necessary facility modifications in their proposal for UTA review and approval. Facility modifications that have not received prior approval by UTA shall be at the Contractor's expense.
- P The Contractor shall be responsible for verifying the accuracy of any drawings, dimensions, or other information provided by UTA.

### C. System Measurement and Documentation Requirements, and User Interface

- A The wheel press design shall take into consideration the human factors engineering of the U.S. adult population anthropomorphic data and be based on human factors engineering, with the range of people from the fifth percentile female to the 95th percentile male as defined by “The Measure of Man and Woman,” revised edition, at a minimum. The design shall accommodate the widest range of people where feasible.
- B Design ergonomics, and other system design requirements of this sections shall be demonstrated in the PDR, and FDR package.
- C The wheel press machine shall be equipped with a high-resolution color operator display. The display shall dynamically plot the force-distance diagram in real time during all mounting and dismounting operations.
- D The display shall be of an industrial design protected against damage. The display screen size shall be a minimum of 15”.
- E The user interface shall allow the operator to input the journal dimensions and bore dimensions for each pressing operation. The dimensions shall be populated and displayed on the press report generated following the operation. The user interface shall provide the tolerances for each measurement for comparison next to each user-entered value.
- F The user interface shall allow the operator to enter the operator badge number, axle type, and serial number for each serialized component for each pressing operation. The information shall be displayed on the press report generated following the operation.
- G A press report shall generate following the press operation. The report shall contain the following information:
  - i Date and time of the operation
  - ii The serial number for each component
  - iii Maximum force
  - iv Force vs displacement plots
  - v Bore and journal measurement
  - vi Back to back measurements
  - vii Radial and axial runout for wheel press operations.
  - viii Axial runout for brake disc pressing operations.
  - ix Each measurement shall have the tolerances for the respective measurement located next to each measurement on the form.
  - x In the event a measurement is out of tolerance, it shall be clearly stated on the report.
- H The press reports shall save the files locally to the machine and shall also have the capability of automatically saving the files to a network storage location.

- I The reports shall have the ability to be sent to a local and network connected printer by the user for printing.
- J The machine shall save the raw data to a .CSV file, JSON, and XML. Each pressing operation shall add a row of data to the same file. The files shall be saved locally to the machine and have the option of storing the file to a network location automatically.
- K Reports and data files saved locally shall be able to be downloaded using a USB drive, as well as be sent to a network file location.
- L The Contractor shall provide a sample report demonstrating the documentation generated by each wheel press machine operation, as well as a sample .csv file to demonstrate the tabular data storage (CDRL 06).

#### **D. Design Verification and Validation Requirements**

- A The Contractor shall submit a Requirements Traceability Matrix (RTM) that proposes a process for the verification and validation of all requirements. The RTM shall be submitted in the PDR, and the finalized and completed RTM shall be submitted in the FDR.
- B At a minimum, the Requirements Traceability Matrix shall include the following information:
  - i Subsystem;
  - ii Test type (component or system level);
  - iii Subject;
  - iv Verification method (e.g., analysis, test, etc.);
  - v Test or process number. The test number shall be coordinated with and referenced to the project schedule;
  - vi Date performed;
  - vii Status (e.g., passed, failed); and
  - viii Technical specification section reference
- C The Contractor shall track and report progress on requirements verification to UTA and submit a revised RTM at an interval of no greater than every 60 days (CDRL 07).

#### **E. System Documentation Requirements**

- A The Contractor shall provide an operation and maintenance manual (CDRL 08).
  - i The manual shall contain detailed instructions for the general operation of the wheel press.
  - ii The manual shall contain a periodic maintenance index defining the required maintenance tasks for the wheel press.
  - iii The manual shall contain work instructions for the maintenance, troubleshooting, and repair of all wheel press system components.

- Replacement and adjustment/calibration instructions shall be included for all major components.
- iv The manual shall contain detailed instructions for each wheel press machine operation listed under section A.
  - v The manual shall contain hydraulic system diagrams, electrical wiring diagrams.
  - vi Specific safety cautions, special procedures, warnings, or other information needed to maintain safe conditions shall be included in the manual.
  - vii The Contractor shall provide 5 hard copies of the operation and maintenance manual.
- B The Contractor shall provide an illustrated parts catalog (CDRL 09).
- i The Illustrated Parts Catalog (IPC) shall identify and describe every component with its related parts, including:
    - a The OEM name and part number
    - b The Contractor's part number; and
    - c Quantities per assembly.
  - ii Diagrams, cutaways and exploded drawings shall be used to identify and index every removable or replaceable part, including breakdowns of each sub-component of each LRU.
  - iii Each illustration shall be accompanied by a corresponding page listing every item in the associated diagram and providing complete ordering data for every item.
  - iv Materials purchased commercially from Subcontractors / sub-suppliers shall be listed by the sub-supplier part number with the supplier's name included. For example, if a component was purchased from McMaster-Carr, the McMaster-Carr part number and supplier name will be provided. To simplify tables, a supplier code may be used and referenced in a later appendix contained in the same document. Equivalent parts available from other manufacturers/ supplies shall be identified where feasible.
  - v Assigned part numbers shall not exceed 19 alphanumeric characters.
  - vi Space shall be provided for UTA to insert its own 26-digit code.
  - vii The shelf life of certain parts shall be listed in the catalog as appropriate and as specified during the design review process. The parts shall include but not be limited to consumables, elastomeric and rubber parts, gaskets, adhesives, paints, oils, greases, additives.
  - viii The Contractor shall provide 5 hard copies of the Illustrated Parts Catalog.
- C The Contractor shall provide the Agency with a complete list of as-built general assembly drawings to be supplied by the Contractor (CDRL 10).
- i As a minimum, the list of drawings is to include drawings down to the subassembly level.
  - ii Drawings for all special Tooling and adapters shall be included.

- iii Drawings shall contain all material specifications, dimensions, tolerances, relevant standards the components are manufactured to, and inspection drawings.
  - iv CAD models shall be provided for components which are unable to be fully defined using 2D drawings, such as organic shapes, as applicable. File format shall be discussed and agreed upon between the contractor and UTA.
- D The Contractor shall provide the Agency a complete set of all drawings identified in the as-built general assembly drawing list (CDRL 11).
- i Drawings shall be supplied in electronic .DWG format, and pdf or alternate file formats as approved by the Agency.
  - ii The media for drawing submittal shall be agreed upon by the Contractor and the Agency.
  - iii Two complete sets of as-built general assembly drawings shall be provided in hard copy.
- E Documents shall be developed using editable publishing software that is commercially available for the narrative text and vector format software for illustrations.
- F Raster illustrations and artwork will not be acceptable.
- G Photographs will be permitted in lieu of illustrations when applicable and appropriate. The Agency shall have the final decision in accepting photographs.
- H In addition to the hard copies, all documentation shall be delivered in both a searchable PDF file as well as an editable version in the source file format.
- I All printed material shall be clearly reproducible, without loss of resolution when copied using common high-contrast copying machines.
- J The Agency shall have all rights to these drawings for, but not limited to rail vehicle and wheel press equipment maintenance, refurbishment, repairs and replacement of parts. The Agency shall have the right to reproduce all manuals, drawings and other submittal documents.
- K The Contractor shall provide calibration certificates for all measurement instruments integrated into the wheel press as well as instruments used to construct or calibrate the wheel press or supporting equipment.
- L The Contractor shall provide the software and firmware files, source code, and all necessary applications needed to modify the source code to allow UTA to re-configure the system for future needs. General instructions for how to write new programs for new applications of the wheel press shall be provided by the Contractor. Elevated user access with password protection shall be required to modify wheel press configurations and programs.
- M All documents shall be supplied in English. If the source document is not in English, a translated version shall be submitted, subject to UTA review and approval of the quality of the translation.

## **F. Factory Acceptance Testing**

- A At the completion of manufacturing and assembly of the wheel press machine, testing shall be performed to demonstrate the full functionality of the wheel press machine (CDRL 12). This testing shall be conducted at the Contractor's facility with UTA personnel present.
- B UTA will provide materials to demonstrate pressing activities for all UTA existing rail vehicles for wheel press applications at the Contractor's facility.
- C The Contractor shall demonstrate fully functional equipment prior to shipment to UTA's facility. A factory acceptance testing plan shall be developed together with UTA's personnel and approval prior to conducting the factory acceptance testing.
- D The contractor shall conduct factory acceptance testing with UTA personnel present.

## **G. Installation, Testing, and Final Acceptance**

- A The Contractor shall be responsible for the installation, testing, and commissioning of the wheel press at UTA's JRRSC facility.
- B The Contractor shall ensure the wheel press is installed, configured, calibrated, and operating with full functionality prior to conducting commissioning.
- C The Contractor shall repeat the testing conducted during Factory Acceptance Testing following the installation at the JRRSC truck shop to validate proper system functionality prior to UTA acceptance of the wheel press machine (CDRL 13).
- D The site acceptance testing plan shall be developed with UTA's personnel and approved prior to conducting the testing.
- E The Contractor shall provide UTA with a completed commissioning report, including test results with a clear pass/fail criteria, and a final calibration certificate.

## **1.03 Materials and Workmanship**

- A The Contractor shall perform all work at their facilities in accordance with all Federal, State and Local regulatory requirements.
- B The Contractor shall ensure that the wheel press machine is functioning and operating properly, was inspected, measured, and painted according to the procedures and specifications mutually agreed upon with UTA.
- C The Contractor shall submit tool and equipment calibration certificates for the equipment used to perform acceptance test, as well as the instrumentation the machine is equipped with (CDRL 14).

## **1.04 Shipment**

- A The wheel press shall be prepared for shipping and securely packaged to prevent damage and rust/corrosion during shipping.

- B The Contractor shall deliver the wheel press machine and all necessary installation hardware, tooling, and adapters to UTA's Jordan River Rail Service Center at 2264 South 900 West, Salt Lake City, 84119, unless otherwise advised by UTA.
- C Any damage incurred in shipping to UTA is the sole responsibility of the Contractor.
- D Shipping costs of all materials, equipment, or other shipments during the course of the project to and from UTA's facility shall be the responsibility of the Contractor.

**1.05 Training**

- A The Contractor shall provide UTA with training on the operation and maintenance of the wheel press (CDRL 15). The training shall include both classroom and hands-on training.
- B The training shall include, but not limited to, the following:
  - i The classroom training shall cover all press applications listed under section 1.02.01.
- C The hands-on training shall cover all application for UTA's current fleet as the base Contract and the Future fleet as an Option listed under section 1.02.01.
  - i The training shall include a course covering the required maintenance task for the wheel press machine.
  - ii Training shall include a section covering operator safety and the safety features of the wheel press.
  - iii The training shall cover the interpretation of the press reports generated by the machine, including how to troubleshoot and correct a failed press operation.
- D The training shall assume that the maintenance personnel have no knowledge of the new wheel press but do have the skills required of their employment classification.
- E Conduct of the training course shall be supported by the direct use of the manuals developed for the project. See 1.02.05.
- F A primary objective of the program shall be to develop within UTA the capability to perform similar training under its own training program subsequent to the Contractor's involvement.
  - i All training materials, including but not limited to training aids, lesson plans, models, mock-ups, video recordings, drawings, procedures, or other documents shall become the property of UTA at the completion of the training program. UTA shall have unrestricted rights to reproduce, distribute and modify all materials.

- ii UTA shall have the right to video record any classroom training sessions. UTA will retain the ownership of the recordings and will have the right to use them for future training sessions.
- G The formal classroom instruction will be conducted in a suitable classroom furnished by UTA in its facilities. The location and class times shall be mutually agreed between UTA and MAE-Eitel.
- H The Contractor shall submit a training program plan and course training materials for UTA review and approval a minimum of 30 days prior to the scheduled training date. All UTA comments shall be resolved and the training materials updated prior to conducting the training.

### **1.06 Project Documentation Requirements**

- A Prior to the commencement of work the Contractor shall submit the following documentation in a UTA approved format:
  - i Project Schedule – NTP + 30 days
  - ii Quality Assurance Plan – NTP + 30 days
  - iii Receiving Inspection and Test Procedures – NTP + 60 days
  - iv Pre-shipment Inspection and Test Procedures – NTP + 60 days
  - v Shipping preparation and securement procedures – NTP + 60 days
  - vi Inspection and Test Reports – 10 days prior to Shipment to UTA

### **1.07 Project Schedule**

- A Once the new Wheel Press has been received at UTA’s facility, the Contractor shall verify that all equipment is present and correct prior to the removal of UTA’s existing Wheel Press. Once confirmed, the Contractor shall install the new Wheel Press within 30 days from the existing Wheel Press being removed.

### **1.08 Quality Requirements**

- B UTA shall have the right to inspect the Contractor’s facility and processes at any time. UTA shall also have the right to witness any step of the manufacturing, adjustment, testing, commissioning, or any other project processes.
- C The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval (CDRL 16).

### **1.09 Spare Parts**

- A The Contractor shall provide a list of recommended spare parts. The list shall include sensors, transducers, solenoids, valves, encoders, switches, and other long lead time items with a long shelf life (CDRL 17).

## **1.10 Warranty**

- A Warranty information is covered under the standard contract terms.
- B The Contractor shall warrant that all labor and materials supplied under the Contract shall:
  - i. Conform to the Specifications and all other requirements of the Contract.
  - ii. Fulfill their design function and be fit for both their ordinary and intended purposes.
  - iii. Be free of all patent and latent defects in design, materials, and workmanship.
  - iv. Perform satisfactorily.
  - v. Be of the quality specified, or of the best grade if no quality specified.
- C Unless a longer warranty period is identified in the Contract, The Contractor warrants all Materials furnished and Work performed by the Contractor to be free of defects and faults for a period of two (2) years from UTA's approval of the commissioning and acceptance test following installation at UTA's facility.
- D The Contractor's warranty shall apply regardless of any lesser period of warranty provided by the manufacturer of Materials furnished by Contractor.
- E UTA shall not be required to perform unusual or extraordinary maintenance or overhauls to keep warranties in effect.
- F The Contractor shall provide a clear process, including names and contact information, for UTA to submit warranty claims. This process shall be delivered to UTA prior to equipment delivery (CDRL 18).

## **1.11 Wheel Press Preventive Maintenance Service**

- A The Contractor shall provide UTA with pricing for an optional service agreement to support the preventive maintenance requirements of the wheel press machine. The duration of the agreement shall be 2 years with the option of two 1 year extensions.
- B The Contractor shall propose an onsite service visit interval in accordance with the needs of the machine maintenance and calibration requirements. The determined interval shall be justified by a clear description of system and component service and calibration needs.
- C The visit shall include completion of any and all necessary checks, calibration adjustments, and minor repairs.
- D The final visit at the end of the service agreement shall be used for any necessary major repairs.

- E Any parts or consumable materials required shall be used from UTA's customer shelf stock or invoiced separately. If not provided by UTA, any and all parts must either be OEM certified OR an acceptable equivalent approved in advance by UTA's Project Manager.
- F UTA may provide a minimum of one Facilities mechanic to assist with any and all preventive maintenance work required during each visit.
- G Upon completion of each visit, the Contractor shall provide a complete, concise summary of all work, checks, adjustments, repairs, and recommendations, including suggestions for parts and materials that will be required for the next maintenance interval.
- H If the service call identifies a serious problem, and the parts needed are not available on site, then either of these two solutions would be determined by both the supplier and jointly with the UTA Project Manager, to occur as soon as possible after the required parts become available on site.
  - i A one-time visit would need to be scheduled, and repairs made as soon as possible.
  - ii Determine IF the repair could wait until the next scheduled onsite service/inspection.
  - iii If a one-time visit is needed, then budgetary approval and appropriate authorization must be obtained prior to any follow-on costs of parts, labor or transportation.

## 1.12 List

CDRL#	Title	Reference
01	Functional Description of Fault Detection System	1.02B.G
02	Preliminary Design Review (PDR)	1.02B.M
03	Final Design Review (FDR)	1.02B.M
04	Facility Integration Plan	1.02B.N
05	Wheel Press Report	1.02C.L
06	Requirements Traceability Progress Reports	1.02D.C
08	Operation and Maintenance Manual	1.02E.A
08	Illustrated Parts Catalog	1.02E.B
09	As-Built General Assembly Drawing List	1.02E.C
10	As-Built General Assembly Drawings	1.02E.D
11	Factory Acceptance Testing	1.02F
12	Site Acceptance Testing	1.02G
13	Tool and Equipment Calibration Certificates	1.03C
14	Wheel Press Operation and Maintenance Training	1.05
15	Quality Assurance Plan	1.08
16	Spare Parts Delivery	1.09
17	Warranty Process	1.10

### 1.13 JRRSC Shop Information



Figure 2 - Existing JRRSC Wheel Press

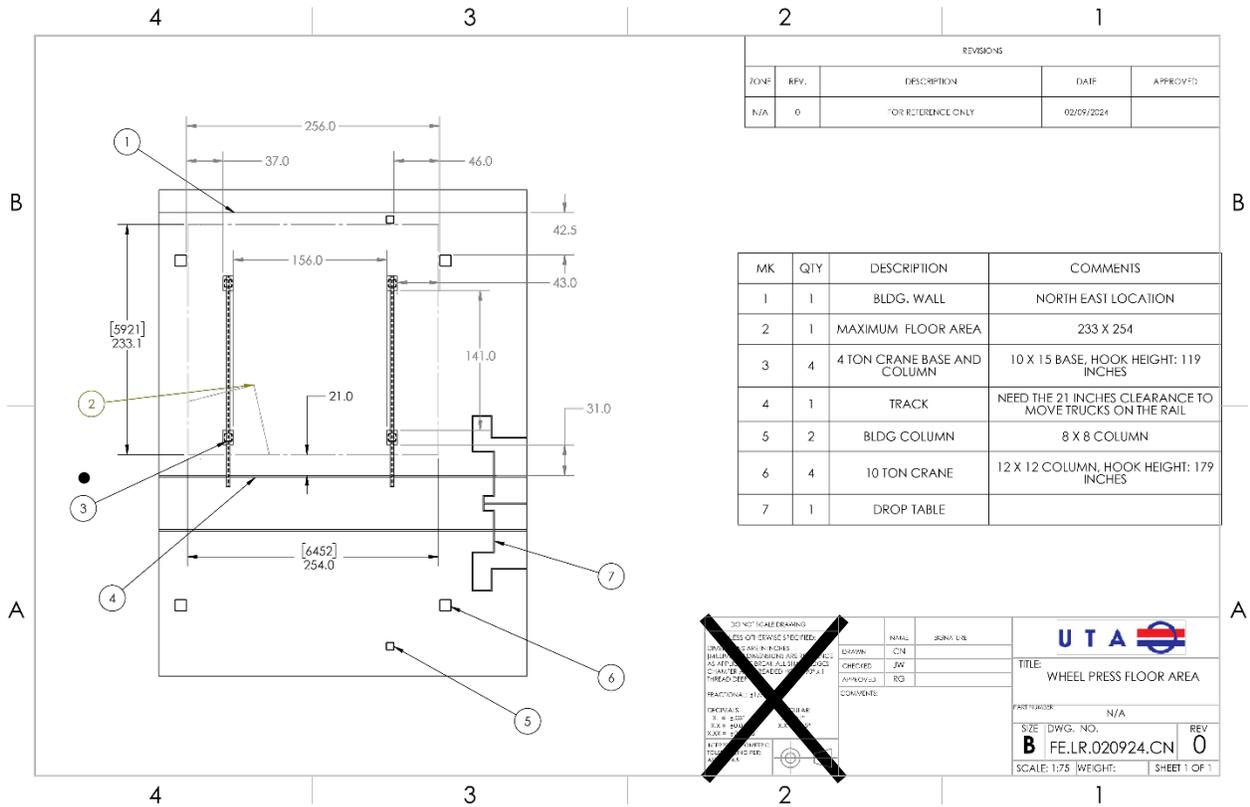


Figure 1 - JRRSC Truck Shop Dimensions - \*Existing Wheel Press not Shown

**EXHIBIT B  
PRICE FORM**

Contract#	24-03880
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Ref	Scope	Price
1	Unit Cost of Wheel Press Machine including all requirements of this RFP	\$853,891.48
2	Cost of Commercially available Tools as required by Section 1.02 D	\$6,770.00
3a	Equipment Service Contract (initial 2-years) as required by Section 1.11	\$22,000.00
4	Future rail vehicle training as required by Section 1.05	\$10,000.00
5	Additional tooling to eliminate tool swaps during pressing operations: Tooling for 7 sets (Section 3)	\$32,900.00
6	Additional tooling to eliminate tool swaps during pressing operations: Tooling for future light rail (Section 4.2)	\$4,700.00
7	Calibration master wheelset	\$16,500.00

Total Contract Price	\$946,761.48
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**All shipping costs are included in the price above.**

**This is a “Not To Exceed” Price.**

### Milestone Payments

<b>Contract Price:</b>	<b>\$946,761.48</b>
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<b>No</b>	<b>Milestone</b>	<b>Percentage(%)</b>	<b>Amount (\$)</b>
<b>1</b>	<b>Project Documentation Approval (Schedule, QA Plan, Test Procedures, Shipping Procedures), PDR Approval</b>	<b>15%</b>	<b>\$142,014.22</b>
<b>2</b>	<b>FDR Approval, Manuals Approval (Operation, Maintenance, IPC)</b>	<b>15%</b>	<b>\$142,014.22</b>
<b>3</b>	<b>Factory Acceptance Testing Approval</b>	<b>20%</b>	<b>\$189,352.30</b>
<b>4</b>	<b>Installation, Testing, Spare Parts and Final Acceptance</b>	<b>45%</b>	<b>\$426,042.67</b>
<b>5</b>	<b>Training</b>	<b>5%</b>	<b>\$47,338.07</b>

