

GOODS SUPPLY AGREEMENT

17-2221PP

ADA ACCESSIBLE TRANSITS (UPFITTED)

THIS GOODS SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the 23rd day of August, 2017 (the "Effective Date") by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("UTA"), and **LEWIS BUS GROUP**, a Corporation (the "Contractor").

RECITALS

WHEREAS, on June 30, 2017, UTA received competitive proposals for a contractor to provide Eleven (11) ADA Accessible Transits (Upfitted) (the "Vehicles"), including option quantities, 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 17-22217PP (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 ADA Accessible Transits (Upfitted) Proposal dated June 19, 2017 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 herefrom, 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

The Agency hereby retains Contractor to furnish the Goods and Services and Contractor will to the best of its ability and in a professional manner, provide the labor, equipment and materials necessary to furnish, deliver, and test the Goods and Services subject to the terms and conditions of: (i) RFP 17-2221PP; and (ii) Contractor's proposal dated June 19, 2017 (the "Proposal"). This Contract includes an initial order quantity of six (6) ADA Accessible Transits (Upfitted) Vehicles, in the Base Order and Second Order with the features and options described in an initial notices to proceed issued concurrently with this Contract.

2. TERM

Subject to the provisions for termination as hereinafter provided, this Contract shall be effective with respect to the purchase of any Goods and Services (up to the aggregate number of base and option Vehicle quantities set forth in the RFP) ordered prior to August 27, 2022 (the "Term"). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Contract.

3. COMPENSATION AND FEES

For the initial order, the Agency agrees to pay Contractor a sum of \$327,750.00, determined in accordance with Attachment 1. This sum includes all hardware, software, equipment, materials, labor, shipping costs, and other items necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with this Contract.

The Agency (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to thirty-six (36) additional Vehicles (in any combination of Vehicle powertrain configurations, and option packages) during the Term of this Contract. The price for option Vehicles shall be based on the prices indicated in Attachment B (hereinafter the "Base Order Prices"). The Base Order Prices shall remain firm for any option Vehicles ordered within one hundred eighty (180) days of following the Effective Date. The price of any Vehicles ordered more than one hundred eighty (180) days following the Effective Date shall be the Base Order Price, subject to adjustment as provided in the following paragraph.

Adjustments to the Base Order Prices will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies". In no event will the price (s) for any order placed exceed by more than five percent (5%) the price(s) that would have been in effect twelve (12) months prior to the date of the release. The Base Order Price will be multiplied by the positive or negative percentage change in this index (subject to the five (5) percent cap on annual price increases to determine pricing for option Vehicles,

FORMULA:

<u>Index Point Change</u>	<u>Example</u>
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	<u>137.6</u>
Index Point Change	3.5
Index Percent Change	3.5
Index Point Change	<u>137.6</u>
Divided by PPI Index: Base Award Month	.0254
Results Multiplied by 100 = Percent Change	2.54%

Base Order Price	\$50,000.00
Plus Percent Change (2.54% x \$50,000)	<u>1,270.00</u>
Revised Price for Future Order	\$51,270.00

There is no guarantee that options with respect to any Vehicles will be exercised.

4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over prior documents where relevant, are hereby incorporated into the Contract by reference and made a part hereof which comprise the Contract:

1. This form of Contract.
2. Section 5 (Deviations) of Contractor's June 19, 2017 Proposal.
3. "Section 4: Special Provisions" of the RFP.
4. "Section 3: General Conditions," and "Section 5: Federal Requirements" of the RFP.
5. "Section 6: Technical Specifications," and "Section 8: Quality Assurance" of the RFP.
6. Except as otherwise provided in item 2 above, Contractor's Proposal.

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. 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 or associated certificates as required, 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 Contract, delivery of the Goods shall be DDP (as defined by INCOTERMS 2010) to the UTA delivery point specified in the Contract (or otherwise designated by UTA), with the risk, liability and responsibility passing to Company in accordance with such delivery term.

c. Contractor hereby agrees to furnish, deliver, install, and test the Vehicles with associated spare parts and manuals within one hundred (100) days after notice to proceed is issued by the Agency. Contractor shall, no later than ten (10) days after the execution of this Contract, provide the Agency with a proposed delivery schedule that satisfies the requirements of Special Provision 2.2 (Delivery Schedule). Once approved by the Agency's Project Manager, such delivery schedule (including agreed modifications thereto) shall constitute the "Delivery Schedule" against which Contractor's performance shall be monitored

d. 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). 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.

e. 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.

6. INVOICING PROCEDURES AND RECORDS

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B – Pricing. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services). 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.

7. WARRANTY OF GOODS AND SERVICES

a. Contractor warrants that all Goods and Services shall conform to the specifications, drawings, 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. 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.

c. 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.

d. 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.

8. 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 the 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.

9. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, officials, 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") for 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 or recovered under a workers' compensation law or arising out of the failure of such Contractor to conform to any law, statute, ordinance, rule, regulation or court decree governing workers' compensation matters. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. As a condition to the above-described rights, Indemnitees must: (i) notify Contractor of any claim promptly in writing; and (ii) cooperate fully with Contractor throughout the defense of any indemnified claim. In consideration of the award of the Contract, the Contractor agrees to waive all rights of subrogation against UTA, its officers, officials, agents and employees for losses arising from the

work performed by the Contractor for UTA. The foregoing obligations and waiver shall not apply to claims that arise from the sole negligence of UTA or any Indemnitee.

10. INSURANCE REQUIREMENTS

a. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA 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 the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. 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	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "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 the Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language: "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
Employers' Liability	
Each Accident	\$100,000

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

Policy shall contain a waiver of subrogation against UTA. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, **AND** when such contractor or subcontractor executes the appropriate waiver form.

d. The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its 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.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its 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.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. Any modification or variation from the insurance requirements in the Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

11. 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.

12. 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.

13. USE OF SUBCONTRACTORS

a. Contractor shall not subcontract any services to be performed by it under the Contract other than those listed and identified in Contractor's proposal without prior approval of UTA.

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to

any subcontractors retained by Contractor.

14. 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 while working on this project. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles.

15. 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.

16. TERMINATION

a. 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. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:

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.

c. 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.

d. 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.

17. CHANGES

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

19. AUDIT

Contractor shall maintain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B Pricing Sheet (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 purchase orders, receipts or other documentation supporting non-labor costs. Records supporting any cost-based billings 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 cost 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 cost records shall be furnished to UTA or designated audit parties upon request. Contractor shall maintain (and upon request furnish all other records (other than the above-described cost records) related to the performance of the Contract for a period not less than three (3) years. 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.

20. FINDINGS CONFIDENTIAL

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

b. 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 Consultant by a third party who is not under a confidentiality obligation;
3. Information developed by or in the custody of Consultant before entering into this Contract;
4. Information developed by Consultant 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.

21. PROJECT MANAGER

UTA's Project Manager for the Contract is Jesse Rogers, 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) 287-4674.

22. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, Grants & Contracts Administrator, 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) 287-3060.

23. PROHIBITED INTEREST

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.

24. FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under the Contract due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, labor shortage or dispute, governmental act, or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

25. 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 will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

If to Contractor:

Utah Transit Authority
ATTN: Grants & Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101

Lewis Bus Group
Attn: President
1009 Recreation Way
Salt Lake City, UT 84054

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.

20. 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.

21. 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.

22. AMENDMENTS

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

23. NO THIRD PARTY BENEFICIARIES

The parties enter in to 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.

24. 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.

25. COUNTERPARTS

Contract 17-2221PP
ADA Accessible Transits (Upfitted)

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 facsimile transmission of a signed original of the Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by officers duly authorized to execute the same as of the day and year first above written.

LEWIS BUS GROUP

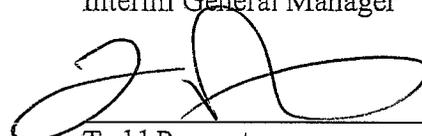


Printed Name: T. John Morhal
Title: President

UTAH TRANSIT AUTHORITY



Jerry R. Benson
Interim General Manager



Todd Provost
VP of Opns, Capital and Assets

Approved As To Form:



UTA Legal Counsel

Contract 17-2221PP
ADA Accessible Transits (Upfitted)

EXHIBIT A
LEWIS BUS PROPOSAL

(See hard copy file)

EXHIBIT B

PRICING

Revised Pricing Schedule

Utah Transit Authority
 RFP 17-2221PP ADA Accessible Transits (Upfitted)

The Agency plans to purchase six (6) ADA Accessible Transits (Upfitted) for the base order.

CLIN	DESCRIPTION	UNIT	QUANTITY	U/PRICE
0001	ADA Accessible Transits (Upfitted)	EA	1	\$51,300.00
0002	ADA Accessible Transits (Upfitted) SWB 130" Wagon	EA	1	\$39,500.00 8550 GVWR Spec was 9000 GVWR minimum
0003	ADA Accessible Transits (Upfitted) LWB Extended Body 148" Wagon	EA	1	\$56,350.00
0004	ADA Accessible Transits (Upfitted) 150 Medium Roof Wagon 130" Wagon	EA	1	\$39,500.00 8550 GVWR Spec was 9000 GVWR minimum
0005	ADA Accessible Transits (Upfitted) 350 Medium Roof 148" Wagon	EA	1	\$51,300.00
0006	ADA Accessible Transits (Upfitted) 350 Extended High Roof 148" Wagon	EA	1	\$56,350.00
0007	ADA Accessible For Transits (Upfitted) with an Optional Minimum Turbo v6 Alternative Engine	EA	1	\$52,900.00
0008	Training Costs IAW 4.43 Provide	1	LOT	N/A

Contract 17-2221PP
 ADA Accessible Transits (Upfitted)

	detailed costs separately			
0009	Six (6) Sets of Van Chassis OEM Manuals IAW 4.44.2	1	LOT	N/A
0010	One Time Purchase of tools (if applicable)	1	SET	N/A
0011	Extended Warranty			\$3,325.00
0012	Custom Parts Books and Wiring Diagram			Not-Separately Priced
0013	Six (6) Complete Sets of Specific Custom Manuals			Not-Separately Priced
0014	One (1) Standard Repair Time Manual			Not-Separately Priced
0015	Option Quantities – Of any of the line items 0016-0022	EA	NTE 36	Chassis year change fee=\$1,200 Not until July 2018
0016	ADA Accessible Transits (Upfitted)			\$51,300.00
0017	ADA Accessible Transits (Upfitted) SWB Cargo	EA		N/A due to FMVSS 226 standard
0018	ADA Accessible Transits (Upfitted) LWB Extended Body Cargo	EA		N/A due to FMVSS 226 standard
0019	ADA Accessible Transits (Upfitted) 150 Medium Roof Cargo	EA		N/A due to FMVSS 226 standard
0020	ADA Accessible Transits (Upfitted) 350 Medium Roof	EA		N/A due to FMVSS 226 standard

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ADA Accessible Transits (Upfitted)

0021	ADA Accessible Transits (Upfitted) 350 Extended High Roof Cargo	EA		N/A due to FMVSS 226 standard
0022	ADA Accessible For Transits (Upfitted) with an Optional Minimum Turbo v6 Alternative Engine	EA		\$57,850.00

All prices are to be in United States dollars