

Contract 20-03267PP
Electric Buses and Charging Equipment

**ELECTRIC BUSES AND CHARGING EQUIPMENT
CONTRACT
20-03267**

THIS ELECTRIC BUSES AND CHARGING EQUIPMENT CONTRACT (“Contract”) is entered into effective as of the last signature below (the “Effective Date”) by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the “Agency”), and **GILLIG LLC**, a company, with a place of business at 451 Discovery Drive, Livermore, CA 94551 (the “Contractor”).

RECITALS

WHEREAS, on July 20, 2020, the Agency issued a Request for Proposals (RFP No. 20-03267 and hereinafter the “RFP”) for the purchase of Electric Buses and Various Charging Equipment (the “Vehicles and Equipment”), including configuration options, and all associated hardware, software, transportation, tools, training and documentation (together with the Vehicles and Charging Equipment collectively the “Goods and Services”); and

WHEREAS, on October 23, 2020, the Agency received an initial proposal from Contractor; and;

WHEREAS, Contractor is willing to furnish the Goods and Services as set forth in the RFP (as modified by this Contract); and

WHEREAS, on January 22, 2021, the Agency issued to Contractor an award notification for the Goods and Services.

AGREEMENT

NOW, THEREFORE, on the stated premises, 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 therefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. 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) 20-03267; (ii) Contractor's proposal dated October 23, 2020 (the “Proposal”). This Contract includes an initial base order quantity of forty-four (44) electric buses, four (4) overhead chargers, and sixteen (16) depot chargers with a follow-on quantity of twenty-six (26) Vehicles in the Base Order, with the features and options described in an initial notice to proceed issued concurrently with this Contract.

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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 February 20, 2026 (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 \$44,267,668.84, determined in accordance with Attachment A. 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 ninety-five (95) additional Vehicles and fourteen (14) overhead chargers and thirty-two (32) depot chargers (in any combination of Vehicle powertrain configurations, and option packages) during the Term of this Contract, conditioned upon approval from the UTA Board of Trustees. The price for option Vehicles shall be based on the prices indicated in Attachment A (hereinafter the “Base Order Prices”). The Base Order Prices shall remain firm for any option Vehicles ordered within one hundred twenty (120) 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/(14) 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>

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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

This Contract consists of the documents listed below. In case of any conflict among these documents, the order of precedence shall be:

1. This form of Contract.
2. "Section 4: Special Provisions" of the RFP.
3. "Section 3: General Conditions," and "Section 5: Federal Requirements" of the RFP.
4. "Section 6: Technical Specifications," "Section 7: Warranty Requirements," and "Section 8: Quality Assurance" of the RFP.
5. Contractor's Proposal

A modification or change to any document that is part of this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

As used herein, all referenced sections of RFP are deemed to include the modifications made pursuant to addenda issued by the Agency prior to the due date for proposals.

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. DELIVERY

Contractor hereby agrees to furnish, deliver, install, and test the Vehicles with associated spare parts and manuals within seventy-two (72) weeks 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.

7. PAYMENT

Contractor shall submit to the Agency's Project Manager and Procurement & Contract Specialist

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for approval, invoices, after acceptance of the Vehicles, for which Contractor seeks payment from the Agency under this Contract. Within thirty (30) days after receipt of an invoice, the Agency shall: (i) approve and pay the invoice in accordance with Special Provision 5.1 (Payment Terms); or (ii) notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval. The Agency shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto.

8. WARRANTY OF TITLE

Contractor warrants that title to all Vehicles and Charging Equipment delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Agency upon acceptance by the Agency. Contractor further warrants that upon payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Agency 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. Contractor shall indemnify, defend, and hold the Agency harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

9. USE OF SUBCONTRACTORS

Contractor shall not subcontract any services to be performed by it under this Contract other than those listed and identified in the Proposal without prior approval of the Agency. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment the Agency makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. The Agency shall have no obligations to any subcontractors retained by Contractor.

10. CONTRACTOR SAFETY COMPLIANCE

The Agency 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 the GILLIG Quality Control Manual which was requested and approved during the approved equal process 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 the Agency to receive while working on this project. Each employee, contractor and subcontractor must be trained in the Agency's EMS and Safety Management principles.

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11. BUY AMERICA REQUIREMENTS

The phase increases in domestic content was included in the FAST Act, 49 U.S.C. Section 5323(j)/FAST Section 3011). The phase increases apply to this contract and are as follows:

- FY20 & beyond: more than 70% domestic content

12. AUDIT

The Agency and its authorized agents or representatives may, during the term of this Contract and for a period of three (3) years thereafter, upon giving reasonable notice and during usual business hours, audit and inspect all Contractor's files and records pertaining to the handling of the Agency's account and the products and services provided or performed under this Contract including, without limitation, all cost and profit data required to be provided to comply with General Condition 9.9 (Maintenance of Records; Access by Agency; Right to Audit Records).

13. AMENDMENTS TO GENERAL CONDITIONS AND SPECIAL PROVISIONS

This Contract includes the following changes to the General Conditions and Special Provisions:

- a. Special Provision 5.2 (Performance Guarantee (Optional) Alternatives Disputes is hereby deleted in its entirety.
- b. Special Provision 10 (Software Escrow Account) is hereby deleted in its entirety.

14. PROJECT MANAGER

The Agency's Project Manager for this Contract is Hal Johnson, or designee. All questions and correspondence relating to the technical aspects of this Contract should be directed to Mr. Johnson, at Utah Transit Authority, office located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1905.

15. CONTRACT ADMINISTRATOR

The Agency's Contract Administrator for this Contract is Pat Postell, Procurement & Contract Specialist, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to Ms. Postell, or designee, phone (801) 287-3060.

16. NOTICES OR DEMANDS

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:

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If to the Agency:
Utah Transit Authority
ATTN: Procurement & Contract Specialist
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:
Utah Transit Authority
Attn: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:
GILLIG LLC
ATTN: William F. Fay, Jr., Vice President, Sales
451 Discovery Drive
Livermore, CA 94551

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.

17. GOVERNING LAW

The validity, interpretation and performance of this 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 this 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.

18. SEVERABILITY

In the event any one or more of the provisions contained in this Contract are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. 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:

- i. In the Scope of Services;
- ii. In the method or manner of performance of the Work; or
- iii. In the schedule or completion dates applicable to the Work.
- iv. To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order

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shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

20. 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.

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21. INSURANCE

The Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier's employees while on Agency property.
- Commercial General Liability Insurance:
 - Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, \$10,000,000 combined single limits per occurrence, \$10,000,000 aggregate, where applicable.
 - Product liability: \$5,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be affected through one or more excess liability policies).
- Automobile Liability Insurance: Bodily Injury and Property Damage, \$1,000,000 combined single limits per occurrence.

a. 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.

b. 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.

c. 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.

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

Contractor shall deliver to the Agency, within ten (10) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency's Contract Administrator.

22. STANDARD OF CARE.

Contractor shall perform any Services to be provided under the Contract in a good and

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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).

23. SUSPENSION OF WORK

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

24. 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:

- i. 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;

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- ii. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
- iii. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **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.

25. FINDINGS CONFIDENTIAL

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors 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.

b. It is hereby agreed that the following information is not considered to be confidential:

c. Information already in the public domain;

d. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;

e. Information developed by or in the custody of Contractor before entering into this Contract;

f. Information developed by Contractor through its work with other clients; and

g. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

26. 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.

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27. 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.

28. 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.

29. ENTIRE AGREEMENT

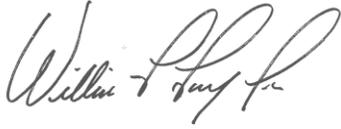
This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

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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.

GILLIG, LLC.

UTAH TRANSIT AUTHORITY



Printed Name: WILLIAM F. FAY, JR.
Title: VICE PRESIDENT - SALES

Carolyn M. Gonot
Executive Director

Eddy D. Cumins
Chief Operating Officer

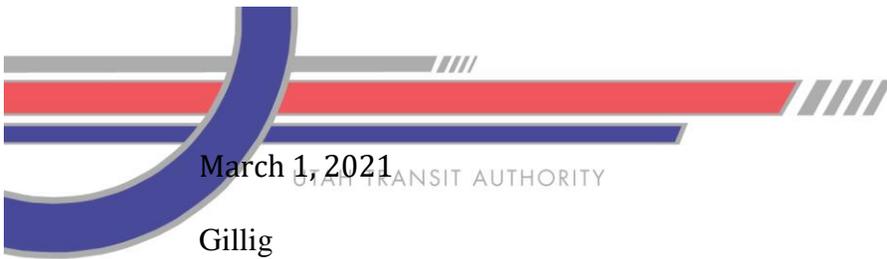
David Hancock
Director of Asset Management

DocuSigned by:



361F167E-4761-48

Michael Bell
Assistant Attorney General
UTA Counsel



March 1, 2021

UTAH TRANSIT AUTHORITY



Gillig
 Attn: William F Fay, Jr.
 451 Discovery Drive
 Livermore, CA 94551

Sent by email only:

Sales@gillig.com

Tim.McCunney@gillig.com

RE: Contract 20-03267, Electric Buses and Charging Equipment

BASE ORDER NOTICE TO PROCEED

For Forty-Four (44) Electric Buses and Four (4) Overhead Chargers and Sixteen (16) Depot Chargers

Dear Mr. Fay, Jr.,

This letter shall serve as the Base Order for Contract Award wherein the Authority places the base order from Gillig, LLC., Contract Effective February 20, 2021.

These various Electric Buses and Charging Equipment shall be manufactured as outlined in the Authority's Updated Red-Lined Technical Requirements, the above referenced contract and Gillig, LLC.'s Exhibit A Pricing Schedule.

The cost of the forty-four (44) Electric Buses, Four (4) Overhead Chargers, and (Sixteen) Depot Chargers are as follows:

Quantity	Description	U/Price	Total Price
10	Thirty-Five (35') Foot Electric Propulsion Transit/Suburban Bus	\$912,446.00	\$9,124,460.00
1	Training	\$45,600.00	\$45,600.00
1	Special Tools	\$7,275.71	\$7,275.71
10	Keys – Quantity Two (2)/Bus	\$0.00	\$0.00
10	Extended Warranty – Operator's Seat – Two (2) Years or 100,000 miles, 100% parts and labor except foam and fabric - INCLUDED IN BASE PRICE	\$0.00	\$0.00

10	Extended Warranty – Exterior Paint and Finish – Two (2) Years unlimited miles, 100% parts and labor - INCLUDED IN BASE PRICE	\$0.00	\$0.00
10	Delivery Costs-Included in Price	\$4,640.00	\$46,400.00
	TOTAL 35' COMPUTER		\$9,223,735.71
20	Forty (40') Foot Electric Propulsion Transit /Suburban Buses	\$916,655.00	\$18,333,100.00
1	Training	\$45,600.00	\$45,600.00
1	Special Tools	\$7,275.71	\$7,275.71
20	Keys – Quantity Two (2)/Bus	\$0.00	\$0.00
20	Extended Warranty – Operator's Seat – Two (2) Years or 100,000 miles, 100% parts and labor except foam and fabric - INCLUDED IN BASE PRICE	\$0.00	\$0.00
20	Extended Warranty – Exterior Paint and Finish – Two (2) Years unlimited miles, 100% parts and labor - INCLUDED IN BASE PRICE	\$0.00	\$0.00
20	Delivery Costs-Included in Price	\$4,640.00	\$92,800.00
	TOTAL 40' TRANSIT		\$18,478,775.71
4	Forty (40') Foot Suburban (1) door bus with Commuter style interior layout	\$951,022.00	\$3,804,088.00
1	Training	\$45,600.00	\$45,600.00
1	Special Tools	\$7,275.71	\$7,275.71
4	Keys – Quantity Two (2)/Bus	\$0.00	\$0.00
4	Extended Warranty – Operator's Seat – Two (2) Years or 100,000 miles, 100% parts and labor except foam and fabric - INCLUDED IN BASE PRICE	\$0.00	\$0.00
4	Extended Warranty – Exterior Paint and Finish – Two (2) Years unlimited miles, 100% parts and labor - INCLUDED IN BASE PRICE	\$0.00	\$0.00
4	Delivery Costs-Included in Price	\$4,640.00	\$18,560.00



	TOTAL 40' COMMUTER		\$3,875,523.71
10	Forty (40') Foot BRT route specific bus.	\$922,211.00	\$9,222,110.00
1	Training	\$45,600.00	\$45,600.00
1	Special Tools	\$7,275.71	\$7,275.71
10	Keys – Quantity Two (2)/Bus	\$0.00	\$0.00
10	Extended Warranty – Operator's Seat – Two (2) Years or 100,000 miles, 100% parts and labor except foam and fabric - INCLUDED IN BASE PRICE	\$0.00	\$0.00
10	Extended Warranty – Exterior Paint and Finish – Two (2) Years unlimited miles, 100% parts and labor - INCLUDED IN BASE PRICE	\$0.00	\$0.00
10	Delivery Costs-Included in Price	\$4,640.00	\$46,400.00
	TOTAL 40' BRT		\$9,321,385.71
	TOTAL VEHICLES COSTS		\$40,899,420.84
	CHARGERS		
4	On-Route Chargers – ABB with Mast / Pantograph, 450kW, with commissioning at one site	\$377,130.00	\$1,508,520.00
16	Depot Chargers, ABB (UL) with two remote dispensers,150 kW, with commissioning at one site	\$116,233.00	\$1,859,728.00
	TOTAL CHARGER COSTS - BASE ORDER		\$3,368,248.00
	GRAND TOTAL BASE ORDER		\$44,267,668.84

The total amount of this Notice to Proceed is \$44,267,668.84. Delivery of the Forty-Four (44) Electric Buses, Four (4) On-Route Chargers, and (16) Depot Chargers is no later than July 11, 2022.



If you are in agreement to the above, please sign on the line indicated below and return a copy to Ms. Pat Postell at ppostell@rideuta.com. A fully executed copy will be provided after all signatures are obtained.

GILLIG, LLC.



Printed Name: William F. Fay, Jr.
Title: Vice President - Sales

UTAH TRANSIT AUTHORITY

Carolyn M. Gonot
Executive Director

D. Eddy Cumins
Chief Operating Officer

David Hancock
Director of Asset Management

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