

AGREEMENT/CONTRACT

THIS AGREEMENT entered into effective the 7th day of October, 2015, by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the "Authority"), and The GBS Group, a Corporation, whose principal place of business is 397 Little Neck Rd., Bldg. 3300 South, Suite 204, Virginia Beach, Virginia 23452 (the "Contractor"), collectively referred to as "Parties."

RECITALS

WHEREAS, on July 7, 2015, the Authority received competitive proposals for a contractor to provide a Front Runner Wi-Fi System and all associated hardware, software, tools, training and documentation, (the "Goods and Services",) according to conditions and specifications prepared by the Authority in RFP 15-1268TH (the "RFP"); and

WHEREAS, the Authority wishes to procure the Goods and Services according to the specifications, terms, and conditions listed in the RFP; and

WHEREAS, the proposal submitted by the Contractor in response to the RFP was deemed to be the most advantageous to the Authority; and

WHEREAS, Contractor is willing to furnish the Goods and Services as set forth in the RFP and per all terms and conditions as listed herein; and

WHEREAS, on September 24, 2015 the Authority issued to Contractor an Award Notification for the Goods and Services;

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 here from, 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 Authority 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 RFP 15-1268TH and Contractor's Proposal dated July 7, 2015 discussion questions issued to Contractor by the Authority dated August 21, 2015, Contractor's response dated August 31, 2015 to the Authority's discussion questions and the Best and Final Offer dated September 18, 2015.

2. TERM

Subject to the provisions for termination as hereinafter provided, this Agreement shall be effective from the effective date of this Agreement and continue until the parties have fulfilled their respective obligation hereunder. The contract term is for 5 years or until **September 23, 2020**.

3. COMPENSATION AND FEES

1. The Authority agrees to pay Contractor **\$1,999,726.50** for the Part I which amount includes all hardware, software, equipment, materials, labor, shipping costs necessary to supply, install and provide goods, and to complete the Services in a satisfactory manner in compliance with the specifications listed in RFP 15-1268TH, Contractor's Proposal dated BAFO September 18, 2015, discussion questions issued to Contractor by the Authority dated August 21, 2015, Contractor's response dated August 31, 2015 to the Authority's discussion questions and this Agreement. See Exhibit A for pricing and payment schedule. Part II Maintenance and Operation of the System for the Second through Fourth Year will be exercised by a 30 day notice to the contractor if UTA determines to extend the services. The total price of the contract is \$3,341,315.10.

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 this Agreement by reference and made a part hereof which comprise the contract:

1. The Authority's RFP 15-1268TH including all terms, conditions, certifications, and specifications;
2. Contractor's Price Proposal dated July 7, 2015 and BAFO dated September 18, 2015; and
3. Discussion questions issued to Contractor by the Authority dated August 21, 2015
4. Contractor's response dated August 31, 2015 to the Authority's discussion questions
5. Contractor's Quality Proposal dated July 7, 2015 and BAFO dated September 18, 2015; and
6. This Agreement.

b. This Agreement and the documents listed above constitute the complete contract between the parties and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the documents listed above, the provisions of this Agreement shall govern.

5. DELIVERY, PAYMENT SCHEDULE, AND TITLE

Contractor hereby agrees to furnish, deliver, install, and test a Wi-Fi system that will meet the requirements of the RFP.

a. Contractor shall submit to the Authority's Contract Administrator for approval, invoices for which Contractor seeks payment from the Authority under this Agreement. Within thirty (30) days after receipt of an invoice, the Authority shall approve and pay the same; within ten (10) days after receipt, the Authority shall notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

b. The Authority 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.

c. Contractor warrants that title to all equipment delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Authority no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Authority 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 Authority 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.

d. Title to any equipment sold hereunder not fully paid for at time of delivery to the Authority shall be retained by and remain in Contractor until such purchase price is fully paid.

6. COVENANTS AND WARRANTY

a. Contractor hereby agrees that the Services, related equipment, parts and services to be furnished herein will meet the specifications as described in the incorporated documents hereto referenced in Section 4 and confirms the warranty provisions as stated here.

Warranty and RMAs - Contractor will warrant all solution components comprising of hardware and software for a one-year period. Warranty will cover all parts, labor, shipping and other costs related to preparing and installing replacement parts. Any and all additional manufacturer's warranties will be provided. Additional length warranties will be required for some items, such as structures or roofing. Due to cost implications associated with equipment replacement, it is critical that Contractor keep accurate and timely updated records in the asset management system as the warranty management process relies heavily on that system. Two critical attributes associated with the Configuration Item ('CI') records are 'Warranty Start Date'

and 'Warranty End Date.' These dates are based on final acceptance of the equipment and will be accurately captured and logged. This information will then influence the manner in which Contractor responds to a CI failure that requires replacement. A CI under warranty will enter into the Returned Materials Authorization (RMA) process. Unrepairable components are handled differently based on warranty status; warranted CIs will be replaced at Contractors' cost, while UTA will determine whether to replace individual non-warranted CIs at UTA's cost. Contractor will report monthly on all Warranty Management activities.

b. Contractor represents and warrants that this Agreement, and anything made, used, sold, otherwise disposed of, delivered or licensed in or as a result of this Agreement, does not and shall not infringe, violate or be otherwise inconsistent any copyright, trademark, patent or other Intellectual Property right of another.

c. Contractor hereby agrees that as of the date of delivery, the Services, related equipment and parts to be furnished herein will not fail, through faulty design, workmanship or materials, or fail to meet the requirements as described in RFP 15-1268TH and to accept as full compensation for delivery of the Services, related equipment and parts as defined under the above documents, the sum as described in Section 3 of this Agreement except where otherwise specified in this Agreement.

d. All loss or damage arising directly and solely from any act or omission on the part of Contractor or any agent or person employed by Contractor, not authorized by these specifications shall be sustained by Contractor.

e. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by Contractor without additional cost to the Authority unless it is found that the damage was caused by UTA or contractors employed UTA . Notification must be received by Contractor in writing no later than fifteen (15) business days after receipt of the nonconforming item by the Authority.

f. The equipment sold hereunder is subject to the following additional explicit warranties:

- (i) The warranty period shall:
 - 1. start once the product is fully installed and functioning,
 - 2. last for 12 months (1) years, and
 - 3. After the warranty period Operation and Maintenance begins;
- (ii) Contractor agrees to repair or replace at its discretion within a reasonable time period, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Contractor at its factory (or designated location).

7. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, 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, his agents, representatives, employees or subcontractors.

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 (CGL)– 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
 - 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)

\$2,000,00

0

 - 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
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. Railroad Protective Liability Insurance (RRPLI): During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA and Union Pacific Railroad Company only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

- a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.

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 Consultant. Insurance limits indicated in this agreement are minimum

limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.

2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Utah Transit Authority.
4. The CGL insurance certificate must state that the policy has been endorsed to name UTA and Union Pacific Railroad Company as an additional insureds. From time to time, additional insureds may be required to be added to the CGL insurance.
5. Note that standard CGL policies contain an exclusion pertaining to construction and demolition within 50 feet of a railroad. Contractor shall obtain an endorsement removing such exclusion.

C. **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.

D. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) 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 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 sent directly to **(Grants & Contracts Administrator, 669 West 200 South, SLC, UT 84101)**. 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.**

- E. **SUBCONTRACTORS:** Contractor shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- F. **APPROVAL:** Any modification or variation from the insurance requirements in this 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.

8. **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and, not excluding the Utah Transit Authority's right to participate, defend the Utah Transit Authority, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 or personal 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 negligent or willful 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 the 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. Indemnatee agrees to notify Contractor of any claim promptly in writing. Indemnatee agrees to cooperate fully with Contractor throughout the defense of any indemnified claim. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Utah Transit Authority, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Utah Transit Authority. The foregoing indemnity shall not apply to the extent that any loss, claim, damage, liability or expense resulted from Indemnatee's bad faith, intentional misconduct, gross negligence or the breach of this Agreement.

9. **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 the Authority. 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 the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority 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.

10. USE OF SUBCONTRACTORS

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

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

11. 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 due to Contractor's negligence, while working on this project. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles.

12. ASSIGNMENT OF CONTRACT

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Agreement to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Agreement, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Agreement, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

13. TERMINATION

The Authority shall have the right to terminate this Agreement, with cause, at any time by giving thirty (30) days written notice to Contractor. If this Agreement is terminated for any reason, Contractor shall be entitled to all sums actually due and owing for the work performed and equipment and licenses purchased up to the day written notice of termination is given, plus, any contract close-out costs.

Either party may terminate this Agreement if the other party breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within thirty (30) calendar days after written notice thereof by the other party.

14. CHANGES

Oral change orders are not permitted. No change in this Agreement shall be made unless the Authority gives prior written approval therefore. As soon as reasonably possible but not later than thirty (30) calendar days after receipt of the written change order to modify the Agreement, Contractor shall submit to the Authority a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between Contractor and the Authority. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.

15. FAILURE TO COMPLETE CONTRACT

In case of failure on the part of Contractor to complete the contract within the specified time or within authorized extensions thereof, the Agreement may be terminated and the Authority may proceed to complete such Agreement either by re-letting or otherwise and Contractor shall be liable to the Authority for all loss or damage which it may suffer on account of Contractor's failure to complete this contract within such time.

16. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 DOLLARS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. CONTRACTOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR DELAY IS CAUSED IN WHOLE OR IN PART BY THE

AUTHORITY NOT FULLY COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

19. AUDIT

The Authority and its authorized agents or representatives may, once per year, during the term of this Agreement 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 Authority's account and the products and services provided or performed under this Agreement.

20. PROJECT MANAGER

The Authority's Project Manager for this Agreement is Rick Hanzlik, or designee. All questions and correspondence relating to the technical aspects of this Agreement should be directed to Mr. Hanzlik, at Utah Transit Authority, office located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1937.

21. CONTRACT ADMINISTRATOR

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

22. PROHIBITED INTEREST

No member, officer, or employee of the Authority during their tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

23. FORCE MAJEURE

Except for the payment of fees due hereunder, neither party shall be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities, or any other cause beyond its reasonable control.

24. 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 the Authority:

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

If to Contractor:

The GBS Group
397 Little Neck Rd
Bldg 3300, Suite 204
Virginia Beach, VA 23452

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.

25. GOVERNING LAW

The validity, interpretation and performance of this Agreement 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 Agreement 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.

26. SEVERABILITY

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

27. AMENDMENTS

This Agreement sets forth the entire understanding between the parties. Any amendments must be in writing, signed by the party against whom enforcement of the amendment is sought.

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

THE GBS GROUP

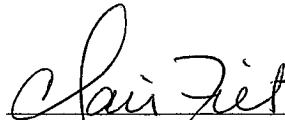


Printed Name: Connie Linden
Title: V.P., Contracts & Finance

UTAH TRANSIT AUTHORITY



Jerry R. Benson
Interim President/CEO



Clair Fiet
Chief Technology Officer

Approved As To Form:

UTA Legal Counsel

EXHIBIT A
CONTRACT PRICE AND PAYMENT SCHEDULE

Part 1 – Proposer’s estimated Lump Sum price to complete the installation of the System including testing and certification/acceptance, and first year maintenance.

Description	Estimated Price
1) Materials	\$
2) Equipment	\$1,088,361.27
3) Labor (including all markups and fees)	\$ 588,217.21
4) First Year Operation and Maintenance (Materials, Equipment, Labor)	\$ 323,148.02
Estimated Lump Sum Price for System Installation, Testing, Certification/Acceptance, and Maintenance (sum of 1 through 4 above)	\$1,999,726.50

Part 2 – the Proposer’s estimated lump sum price to complete the maintenance and operations of the System for the **Second (2) through Fourth (4) Year**.

Description – Second Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 99,465.61
3) Labor (including all markups and fees)	\$351,600.41
Estimated Lump Sum Price For the Maintenance and Operations of the System for the Second Year (sum of 1 through 3 above)	\$451,066.02
Description – Third Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 87,856.15
3) Labor (including all markups and Fees)	\$351,600.41
Estimated Lump Sum Price for the Operation and Maintenance of the System for the Third Year (sum of through 3 above)	\$439,456.56

Description – Fourth Year	Estimated Price
1) Materials	\$
2) Equipment	\$ 99,465.61
3) Labor (including all markups and Fees)	\$351,600.41
Estimated Lump Sum Price for the Operation and Maintenance of the System for the Fourth Year (sum of 1 through 3 above)	\$451,066.02
TOTAL PRICE	\$3,341,315.10

**EXHIBIT B
PAYMENT SCHEDULE**

Estimated Scheduled
Bill Date based on
Start Date of
10/10/15 for bi-
weekly period
ending 10/23/15

		Labor	Equipment	Total
Plan, Architect & Design (Bi-weekly Progress Payments)				
	10/28/2015	\$43,087.59	\$0.00	\$43,087.59
	11/11/2015	\$43,087.59	\$0.00	\$43,087.59
	11/25/2015	\$19,741.56	\$0.00	\$19,741.56
	12/9/2015	\$19,741.56	\$0.00	\$19,741.56
	12/23/2015	\$25,268.14	\$0.00	\$25,268.14
Final Design Approval of TCN, OBN, OSS	1/6/2016	\$25,268.14	\$246,185.43	\$271,453.57
Total for Plan, Architect & Design		\$176,194.57	\$246,185.43	\$422,380.00
Proof of Concept				
	1/20/2016	\$34,124.71	\$0.00	\$34,124.71
	2/3/2016	\$34,124.71	\$0.00	\$34,124.71
	2/17/2016	\$34,124.71	\$0.00	\$34,124.71
Proof of Concept Completion	3/2/2016	\$34,124.71	\$842,175.84	\$876,300.56
Total for Proof of Concept		\$136,498.85	\$842,175.84	\$978,674.70
Installation				
	3/16/2016	\$17,220.24	\$0.00	\$17,220.24
	3/30/2016	\$17,220.24	\$0.00	\$17,220.24
	4/13/2016	\$34,440.47	\$0.00	\$34,440.47
	4/27/2016	\$68,880.95	\$0.00	\$68,880.95
	5/11/2016	\$68,880.95	\$0.00	\$68,880.95
Completion of Installation and Commissioning	5/25/2016	\$68,880.95	\$0.00	\$68,880.95
Total for Installation		\$275,523.79	\$0.00	\$275,523.79
O&M				
Initial Bi-weekly invoice for 1st year O&M (Labor & Equipment)		\$9,701.86	\$70,899.76	\$80,601.62
Subsequent Bi-weekly invoices for 1st year O&M		\$9,701.86		\$9,701.86
Total for O&M		\$252,248.26	\$70,899.76	\$323,148.02
Total				\$1,999,726.50

Assumption: Payment will be made by UTA within 30 Days of Invoice Submission

EXHIBIT B
GBS PROPOSAL UPDATED THROUGH
QUESTIONS AND ANSWERS AND BAFO