

UTA CONTRACT NO. 21-03475

GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT

MP36PH-3 Locomotive Truck Frame Overhaul

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and WABTEC TRANSPORTATION SYSTEMS, LLC (the “Contractor”).

RECITALS

WHEREAS, on August 16, 2021, UTA received competitive proposals to provide labor and materials necessary to overhaul the truck frames on UTA’s MP36PH-3 locomotives (“Truck Frames”) 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 21-03475 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services to overhaul the Truck Frames according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Contractor submitted a proposal on August 16, 2021 in response to the RFP (“Contractor’s Proposal”) and was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services, and UTA is willing to purchase the Goods and Services, according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **GOODS AND SERVICES TO BE PROVIDED BY CONTRACTOR**

UTA shall provide to Contractor thirty-two (32) Truck Frames to receive the Goods and Services set forth in this Contract. Contractor hereby agrees to furnish and deliver the Goods and Services as described in Exhibit A (“Scope of Work”) for the thirty-two (32) Truck Frames for UTA MP36PH-3 locomotives.

2. **TERM**

This Contract shall commence as of the Effective Date and shall remain in full force and effect until the Goods and Services have been completed in accordance with the Contract, provided such date shall not be later than December 31, 2025 (“Term”). The Term may be extended if Contractor and UTA mutually agree to an extension evidenced by a executed Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor the Price for the Goods and Services in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods and Services have been performed and delivered. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. This Contract (including any exhibits and attachments hereto).
2. Contractor's Proposal dated August 16, 2021 including, without limitation, all federal certifications (as applicable);
3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The order of precedence for this Contract is as follows:

1. This Contract including all attachments
2. Contractor’s Proposal including proposed terms or conditions
3. UTA's RFP

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Both parties and any and all Goods and Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection, and trade control laws and regulations. Both parties shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY, REDELIVERY AND TRANSFER OF TITLE**

- a) UTA shall deliver the Truck Frames, DDP (Incoterms 2020) UTA's Warm Springs Maintenance Facility at 900 North 500 West, Salt Lake City, Utah. Truck Frames to be delivered to the Wabtec facility located at 2074 653rd Ave. Albia, IA 52531. Delivery will be based on the agreed upon schedule approved as part of the Project Management Plan. ("Delivery"). Risk of loss to the Truck Frames shall transfer from UTA to Wabtec upon delivery to freight shipper.
- b) 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 Contractor will apply its normal quality control procedures in manufacturing goods. Contractor will accommodate requests by UTA to witness, at UTA's sole cost and expense, Contractor's factory tests of goods during normal business hours and with no less than 3 business days advanced written notice. If the Scope of Work include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment. If the inspection is not completed within ten (10) business days prior to shipment, UTA shall be deemed to inspect the Goods and Services, however, a "deemed" inspection shall not constitute a waiver or otherwise prevent UTA from rejecting the goods or demanding warranty repairs.
- c) Upon completion of the Goods and Services Wabtec shall redeliver to UTA overhauled Truck Frames ("Overhauled Truck Frames"). Unless otherwise specifically set forth in the Price Section: (i) Contractor shall redeliver the Overhauled Truck Frames FCA (Incoterms 2020) UTA's Warm Springs Maintenance Facility at 900 North 500 West, Salt Lake City, Utah ("Redelivery") and all costs related thereto are included in the Price; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Truck Frames and shall retain risk of loss and title to any goods added to the Overhauled Truck Frames until the Redelivery of the Overhauled Truck Frames.
- d) Truck Frames must be TRUCK ARRANGEMENT, UTA MP36PH-3C Part number – 2029135 fully assembled and complete minus combos, with no missing parts. If a Truck Frame is received with missing or damaged components, such missing or damaged components will be documented by Contractor, and UTA will be invoiced for the replacement parts.
- e) After consultation with UTA, Wabtec may reject and return a Truck Frame that is incapable of being overhauled due to severe structural damage. Wabtec will be reimbursed for the shipping cost of such returned frames. In the event of a Truck Frame which are incomplete and in need of out of scope parts or work, Wabtec will provide a revised Scope of Work and pricing adjustment, and if mutually agreed in

writing, the parties will execute a change order for such work based on such terms of the agreement. Prior to Redelivery the Overhauled Truck Frames shall be subject to inspection, and acceptance by UTA, at UTA's expense. UTA shall be given notice at least 10 business days prior to shipment in order to allow for UTA inspection. UTA shall have the right to reject any Overhauled Truck Frames that are defective or do not conform to the Scope of Work. In the event Overhauled Truck Frames are rejected Wabtec shall at its sole discretion, be repair or re-perform the Goods and Services so as to conform to the Scope of Work. If Contractor is unable or refuses to correct such Overhauled Truck Frames within a time deemed reasonable by both parties, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

- f) Contractor warrants that title to all materials installed on the Overhauled Truck Frames covered by an invoice for payment will pass to UTA upon Redelivery of the Overhauled Truck Frames. Contractor further warrants that upon submittal of an invoice for payment, all Goods and Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. 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.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that the Goods and Services shall conform to the specifications standards, Scope of Work. Contractor further warrants that all Goods and Services shall be of the quality specified in the Scope of Work and, unless otherwise provided in the Contract, will be new, and free from defects in materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date of Redelivery ("Warranty Period") Contractor warrants that the Goods and Services shall comply with the Section 9(a) and 9(b) ("Warranty").

- d. If UTA believes any Goods and Service does not meet the above Warranty within the Warranty Period, UTA shall promptly notify Contractor in writing within thirty (30) days from the date of such occurrence and, if applicable, make the Overhauled Truck Frames available to Contractor for inspection. In the event Contractor and UTA determine that the Goods and Services failed to meet the Warranty set forth in this Section 9 (except as to title) within the Warranty Period, UTA's sole remedy, and Contractor's sole obligation, shall be limited to: (i) upon mutual agreement, the repair or replacement of the defective Goods and Services; or (ii) If in Contractor's reasonable judgment the Goods and Services cannot be repaired, replaced or be re-performed by Contractor, Contractor shall, in Contractor's sole discretion, either refund or credit monies paid by UTA for that portion of Goods and Services that do not meet the above warranties or reimburse UTA at the mutually agreed upon rate in the event Contractor agreed for UTA to replace or reperform the Goods and Services. Any agreed upon replacement or re-performed of Goods and Services provided by UTA shall be invoiced to Contractor within 30 days. Goods and Services failed, shall have the warranty period extended by the time it took for the replacement to be delivered to UTA. The expense of freight and transportation of the Goods and Services to and from Contractor's facility, or other facility designated by Contractor for purposes of a warranty claim, shall be the responsibility of UTA. UTA shall be responsible for removal and installation costs associated with the repair or replacement of the Goods and Services. If any Product or part thereof fails to meet the foregoing warranty as to title, Contractor shall remedy any defects in title promptly.
- e. Contractor's obligations under this Section i shall not apply to normal wear and tear, or to any Goods and Services or part thereof, that: (a) is normally consumed in operation; (b) has a normal life inherently shorter than the warranty period specified in Section 9. e; (c) is not properly stored, installed, used, maintained or repaired, or is modified other than pursuant to Contractor's instructions or approval; or (d) has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure; (e) has been repaired or altered in such a way as to impair its safety of operation or efficiency; or (f) has been subjected to any other defect or cause (whether sole or contributory) not within the control of Contractor. In the event UTA uses non-Contractor parts or non-Contractor approved repairs, then any damage to, failure of, or performance degradation of the Goods and Services indirectly or directly resulting from the use of such parts or repairs, shall not be warranted by Contractor. Further, if such parts or repairs cause personal injury, death or property damage to third parties, UTA shall indemnify and hold Contractor harmless from all claims and liabilities connected therewith. This indemnification shall survive the termination or expiration of this Contract.
- f. This Section 9 provides the exclusive remedies for all claims based on failure of or defect in Goods and Services, whether the failure or defect arises before or during the applicable Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 9 are exclusive and

are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

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

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11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnitees”) from and against all, 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, 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 and defense obligations of Contractor shall not apply to the extent that claims arise out of the acts or omissions of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its 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	\$4,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

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.

- 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. Different limits may be mutually agreed upon by the parties in writing if requested by Contractor, after the Contractor’s assessment of the exposure for the Contract.
 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.
- g. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.

13. **OTHER INDEMNITIES AND LIMITATION OF LIABILITY**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third-party intellectual property infringement claims of any kind or nature whatsoever relating to Contractor's performance of its obligations under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any such suit or proceeding against UTA so far as based on third party claimed intellectual property infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any of the Goods and Services 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. EXCLUDING: (I) CONTRACTOR'S OBLIGATION TO INDEMNIFY UTA WITH RESPECT TO THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND INTELLECTUAL PROPERTY INFRINGEMENT UNDER THE CONTRACT; AND (II) CONTRACTOR'S WARRANTY OBLIGATIONS UNDER SECTION 9 THE FOLLOWING LIMITATIONS ON LIABILITY SHALL APPLY:
 - 1. (i) IN NO EVENT SHALL CONTRACTOR OR UTA BE LIABLE TO EACH OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE; AND
 - (ii) THE TOTAL LIABILITY OF CONTRACTOR ON ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE

MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY OVERHAULED TRUCK FRAMES, OR THE FURNISHING OF ANY GOODS AND SERVICE, SHALL NOT EXCEED CONTRACT VALUE, HOWEVER, SUCH LIMIT(S) ON LIABILITY SHALL NOT APPLY TO ANY INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES TO THE EXTENT THEY RESULT DIRECTLY FROM (i) CONTRACTOR'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform the Goods and Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

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 pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. UTA shall provide a copy of such UTA EMS and Safety Management principles to the Contractor. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor will review applicable content in *Contractor Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents within a reasonable period of time. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **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.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents within a reasonable period of time. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract; provided that in no event shall the suspension cause the completion of the Scope of Work to extend beyond the Term of the Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- 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 in addition to any compensation for termination for convenience of UTA.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, the parties shall mutually agree on an equitable adjustment to compensate Contractor for the additional costs and/or time, and modify this Contract by Change Order.

21. **TERMINATION**

a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing ninety (90) days written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: the contract price for the Goods and Services on any Overhauled Truck Frames Redelivered as of the date of the termination, Wabtec's costs and a reasonable profit on the Goods and Services performed up to the effective date of the termination notice, plus direct, demonstrable costs reasonably and necessarily incurred by Contractor to effect such termination. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, UTA shall arrange for the return or disposal of such property.

b. **FOR DEFAULT:**

1. 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 thirty (30) days written notice to cure such default:

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

2 Contractor may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if UTA: (i) becomes insolvent or bankrupt; or (ii) materially breaches the Contract, including, but not limited to, failure or delay in UTA providing payment security, making any payment when due, or fulfilling any payment conditions.

3. In the event Contractor terminates the Contract as provided in Section 21.b.2: (i) Contractor shall be entitled to retain any down payment, advance payments, progress payments and/or milestone payments made by UTA; (ii) UTA shall pay to Contractor the applicable contract price apportioned for any completed or substantially completed Goods and Services performed before the effective date of termination, plus expenses reasonably incurred by Contractor in connection with the termination. UTA will negotiate termination cost proposal at the time based on reasonable costs.

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 any data, drawings and other deliverables, whether completed or in process required to be provided by Contractor to UTA as part of the Scope of Work, and (iii) if Contractor has any property in its possession belonging to UTA, UTA shall arrange for the return or disposal of such property. Contractor shall also remit a final invoice for all Goods and Services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. The parties shall calculate termination damages, if any, payable under the Contract, UTA shall offset such damages, if any, against Contractor's final invoice, UTA shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice), or UTA shall pay the Fees that are due and payable to Contractor. All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Work;
2. In the method or manner of performance of the Goods and Services; or
3. In the schedule or completion dates applicable to the Goods and Services.

To the extent that any change in Work directed by UTA causes a change in the price, the parties shall negotiate an equitable adjustment to the contract price and schedule. the price.

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

- c. Contractor may, as it deems necessary and/or from time to time, make engineering or specification changes with respect to the Goods and Services. If the engineering or specification change does not constitute a material change in form, fit or function, Contractor is authorized to deliver the Goods and Services, as changed or modified, with notice to UTA. If the engineering or specification change constitutes a material change in form, fit or function, Contractor must first notify UTA and, if applicable, the parties shall negotiate an equitable adjustment in the price and delivery of the Goods and Services. Contractor shall have the right to suspend performance pending completion of such negotiation.
- d. Other than as set forth elsewhere in this Section 22, Contractor shall also be entitled to a mutually agreed upon equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Contractor must give UTA’s Project Manager or designee written notice stating:

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

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

- e. In the event of any engineering or specification change required due to a change in applicable laws, rules and/or regulation that results in increased cost, expense, liability or risk to Contractor, Contractor shall be entitled to reasonable adjustments in price and delivery timing of the Goods and Services to compensate and accommodate Contractor for such increased obligations. In the event the parties fail to mutually agree to such reasonable adjustments, either party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.
- f. Changes in applicable laws, rules and regulations resulting in increased cost, expense, liability or risk to Contractor shall only be implemented subject to the Parties negotiating an adjustment in price and delivery of the Products and Services to compensate Contractor for such increased obligations. Contractor’s performance obligations with respect to the Products and Services affected by such changes shall be suspended for a period of time equal to the time necessary for the Parties to mutually agree to such price and delivery adjustment. In the event the Parties fail to agree to such equitable adjustment, either Party may pursue resolution pursuant to the dispute resolution process set forth in Section 30.

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

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support the prices under Exhibit B (or any other provision of the Contract). Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration, provided cost and margin information shall not be provided for audit or inspection. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by either party under this Contract are considered confidential and shall not be made available to any person, organization, or entity by either party without consent in writing from the disclosing party ("Disclosing Party").
- b. It is hereby agreed that the following information is not considered to be confidential:

Information that (a) is or becomes generally available to the public other than from disclosure by the receiving party ("Receiving Party"), its representatives or its Affiliates; (b) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with respect to such information; (c) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (d) is required to be disclosed by law, a valid legal process or a government agency; or (e) is approved for disclosure in writing by an authorized representative of the Disclosing Party. c. Receiving Party may disclose confidential information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides disclosing party with written notice of the discovery request such that the disclosing party is able to seek a protective order or other appropriate remedy and cooperates with the disclosing party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the receiving party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential

Information

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Stockley, 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) 287-3048

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jolene Higgins, 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)287-1925.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority

ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101
jhiggins@rideuta.com

If to Contractor:

Wabtec Transportation Systems, LLC
ATTN: Mark Bachman
One RELCO drive
Albia, IA 52531
mark.bachman@Wabtec.com

With Copy to:

Wabtec Corp
ATTN: General Counsel
30 Isabella Street
Pittsburgh, PA 15212
FAX: 412-825-1019

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley /Contractor's Project Manager – Bobby Ayers	Five calendar days
UTA's Director of Asset Management David Hancock /Contractor's [Mark Bachman]	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto /Contractor's [Vic Russo]	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

- a) If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

31. GOVERNING LAW

- a) The Contract and any dispute, controversy, or proceeding arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice of law rules that would cause the application of laws of any jurisdiction other than those of the State of Utah (the “Governing Law”).
- b) Any dispute, controversy or claim arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be resolved in accordance with this Section 31. If the dispute is not resolved at the senior management level, the parties shall, within thirty (30) days of the management meeting, or such later date as may be mutually agreed, mediate the dispute in Utah. If the dispute is not resolved at the mediation, either party may commence arbitration or court proceedings as set forth below:
 - (i) Legal action will exclusively be brought and resolved in the United States District Court for the District of Utah (where federal jurisdiction exists) or the Courts of the State of Utah (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts. UTA agrees that jurisdiction and venue in these Utah courts is appropriate, and irrevocably submits with respect to any action or proceeding brought pursuant to this Section 31 for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts of Utah, and irrevocably waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for any proceeding brought pursuant to this Section 31.
- c) **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.**
- d) Notwithstanding the foregoing, each party shall have the right at any time to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 24 and/or the nuclear use restrictions set forth in Section 41, and/or for Contractor to protect or enforce any patent, trademark, copyright or other intellectual property right, Confidential Information or trade secrets, or to seek interim or conservatory measures.
- e) With respect to the dispute resolution process described in this Section 31, or otherwise pursuant to the terms of the Contract, the parties agree that Contractor will not be required to disclose the basis (including but not limited to costs and margins) for its determination of list prices for Goods

and Services set forth in its general catalogs or such other prices for Goods and Services as may have been agreed to with UTA or proposed by Contractor. UTA agrees not to seek that information in discovery whether the proceeding takes place in court or in arbitration.

- f) To the extent that either party seeks confidential information in the course of any court or arbitration proceeding, the parties agree to enter into an appropriate protective order to ensure the confidential treatment of such information, and that, for highly confidential Information (excluding cost and margin information, which will not be produced under any circumstances), the protective order will allow for the production of such information on an “attorneys’ eyes only” basis, or for review only by the arbitrator or arbitrators or the court

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

Neither party shall be liable or considered in breach of its obligations under this Contract to the extent that performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control including, but not limited, to acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of UTA or UTA’s sellers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. If an excusable event occurs, the schedule for Contractor’s performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the UTA or its affiliates, or their agents or other contractors or suppliers cause the delay, Contractor shall also be entitled to an equitable price adjustment.

36. **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.

37. **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.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **NUCLEAR USE**

Goods and Services sold by Contractor are not intended for use in connection with any nuclear facility or activity, and UTA warrants that it shall not use or permit others to use the Goods and Services for such purposes, without the advance written consent of Contractor.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 6, 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, 40, 41 and 42.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

WABTEC TRANSPORTATION SYSTEMS, LLC:

By _____
Mary DeLoretto

Interim Executive Director
Date: _____

By _____
David Hancock
Director of Asser Management
Date: _____

Approved as to Content and Form
DocuSigned by: _____ 11/15/2021
Michael Bell
Mike Bell
361F16F838704A9...
Assistant Attorney General

UTA Counsel

Reviewed & Recommended

DocuSigned by: _____ 11/15/2021
Kyle Stockley
Kyle Stockley
4965F23937224E...
Rail Infrastructure Project Manager

UTA Project Code: SGR040

DocuSigned by:
By *Vic Russo* _____
Vic Russo
5427D680E7C9420...
Group Vice President of Services
Date: 11/15/2021

By _____
Date: _____

Exhibit A

Scope of Work

The following Scope of Work will be provided to overhaul the Truck Frames provided by UTA:

1. Truck frames shall be sand blasted, inspected and non-destructive inspection shall be made in areas suspected of fatigue, creep or fracture.
 - a. Breaks or cracks must be repaired by qualified welders using AWS E-7016 electrode.
 - b. Broken cast sections may be duplicated with like shapes from MS-4361 steel.
 - c. All welds shall be non-destructive inspected after welds have cooled.
 - d. Bent sections shall be corrected as specified in EMD MI 1501, latest edition.
 - e. All threaded bolt holes shall be inspected and re-tapped or welded and re-tapped as required.
2. The truck frame should be checked for worn spots in areas other than those subject to normal wear such as, but not limited to:
 - a. Swing hanger support bosses.
 - b. Upper and lower swing hanger bearing blocks.
 - c. Brake hanger clevis slots.
3. Truck pedestals:
 - a. Truck pedestals shall be trammed to assure that they are in correct alignment and determine if the distances are equal or within acceptable limits per EMD MI 1501 latest edition.
 - b. Wheel spacing shall be qualified and repairs made as required.
 - c. Horizontal pedestal alignment shall be qualified and repaired as required.
 - d. Location of journal box coil spring seat shall be qualified and repaired as required.
 - e. Pedestal tie bars shall be inspected and reconditioned as required.
4. Truck pedestal jaws shall be renewed to OEM standards by welding and milling or by shimming. Please note in the bid response how the pedestal jaws will be renewed.
5. Pedestal jaw liners shall be new Nylatron.
6. All elongated or oversized drilled holes due to loose bolts, pins, sleeves or bushings shall be brought back to OEM standards per EMD MI 1501, latest edition.
7. All pins and bushings shall be new.
8. Traction motor nose support:
 - a. Traction motor nose support lugs shall be repaired as required.
 - b. New split bushing shall be applied to traction motor support lug.
 - c. New traction motor suspension pack shall be installed.
9. The bolster shall be cleaned, inspected for wear and damage and repaired as required per EMD MI 1501, latest addition.
 - a. All wear plates, including but not limited to, frame, bolster wear plates and rings, center bearing and side bearing wear plates shall be renewed.
 - b. A new center bowl dust guard shall be installed.
 - c. Bolster stops are required/
10. Elliptical springs and swing hanger:
 - a. Elliptical springs shall be cleaned and qualified and repaired as required for reuse.
 - b. Swing hangers shall be sand blasted, magnetic particle inspected and qualified and repaired as required for reuse.
 - c. Swing hanger pins and bushings shall be new.

- d. Inspect, qualify and repair spring plank safety straps as required for reuse.
- 11. All coil springs shall be new and correct for a 4-axle locomotive weighing 280,000+ lbs. fully loaded.
- 12. Brake rigging shall be new manufacture (bidder to indicate manufacturer in bid response).
 - a. Brake rigging must accommodate traction motor combos with 40" wheels.
 - b. Slack adjusters shall be new pin type.
- 13. Brake shoes installed shall be new composition type.
- 14. Brake cylinders shall be rebuilt utilizing new parts including, but not limited to, new cups, gaskets, packing and "O" rings.
- 15. All air brake piping can be qualified piping.
 - a. Provisions shall be made for brake cut out connection.
 - b. Air piping shall be leak tested.
- 16. Trucks shall have outboard sanding equipment installed including brackets, piping, and sand nozzle.
- 17. Trucks shall be painted with locomotive black enamel.
 - a. Trucks to be thoroughly cleaned and all scale, rust or loose material removed prior to painting.
- 18. Trucks must have a metal tag riveted to each rebuilt truck showing:
 - a. Rebuilder
 - b. Date rebuilt (Month/Year)
 - c. Serial number of truck
- 19. Trucks must be tarped during shipment.
- 20. Documentation to include Truck Frame build-up measurements made.
- 21. Contract Deliverable Requirements List (CDRL)
 - a. CDRL 1 – Program Management Plan
 - b. CDRL 2 – Monthly Progress Report
 - c. Quality Assurance Plan
 - d. First Article Inspection

Exhibit B

Price

UTA shall pay to Wabtec the not-to-exceed prices set forth below for the Goods and Services (“NTE’s”):

Quantity	Unit of Measure	Description of Goods and Services	Price	Extended Not to Exceed Total Price
32	Each	Overhaul of Blomberg style 2 axle Truck Frames	\$42,930.73	\$1,373,783.36

Contractor shall invoice UTA after each set of overhauled truck frames is complete and has been received by UTA. The invoice shall be paid by UTA within thirty (30) days from the date of the invoice.