

UTA CONTRACT NO. 21-03448

GOODS AND SERVICES SUPPLY AGREEMENT

SD 160 Gearbox Training

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 VOITH US INC. (the “Contractor”).

RECITALS

WHEREAS, on September 7, 2021, UTA received competitive proposals to train maintenance personnel in the troubleshooting, repair, and overhaul of the Voith SZH-495 gearboxes installed on UTA’s SD160 Light Rail Vehicles 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 21-03448 (the “RFP”); and

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

WHEREAS, Voith US Inc. submitted a proposal on September 7, 2021 in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

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

AGREEMENT

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

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

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Scope of Work) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in

accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than April 30, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

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

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

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

6. **LAWS AND REGULATIONS**

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

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

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. 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 including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods have been properly designed and manufactured, and (5) the Goods are free of significant defects or unusual problems about

which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify UTA for any and all third-party claims, suits, judgments and actions to the extent arising out of injury to or death of any third party or damage, loss or destruction of property sustained by any third party (each an "Indemnifiable Event"), but only to the extent such Indemnifiable Event is caused by the intentional misconduct or negligent act or omission of Contractor, its employees or agents, or when such act or omission is the kind for which one is strictly liable. When such Indemnifiable Event is caused by the joint or concurrent negligence or intentional misconduct of Contractor, those for whom Contractor has assumed responsibility, UTA, those for whom UTA is responsible, and a third party, or any combination of the foregoing, Contractor's liability under this section shall be equal to the degree that its negligence or intentional misconduct contributed to the cause of the Indemnifiable Event.

Contractor has the right, with UTA's assistance upon Contractor's request, to conduct settlement negotiations and the defense of any litigation or claim covered by this section. UTA shall provide Contractor with written notice of any such litigation or claim within five (5) days of UTA receiving notice of such litigation or claim. UTA has no right to indemnification if it fails to timely provide notice, such notice requirement being an absolute condition precedent to UTA's right to indemnification. UTA shall not have settlement

negotiations or act counter to Contractor's interests, including, but not limited to, by making admissions or agreeing to a settlement, without Contractor's written consent, such written consent being an absolute precondition to UTA's right to indemnification for any settlement. If Contractor assumes the defense of any litigation or claim covered by this section, UTA may (a) employ counsel separate from the counsel employed by Contractor and (b) participate in the defense (provided such participation is approved in writing by Contractor), but the expense of such counsel employed by UTA shall be borne exclusively by UTA.

For purposes of this section, "third party" means a person or entity wholly unrelated to UTA or any affiliate thereof, and shall not include any affiliate or assignee of UTA or any other person or entity under the control of or acting in concert with UTA, whether directly or indirectly. All limitations of liability set forth in this Agreement apply to Contractor's obligations under this section. This section sets forth UTA's and any related persons' exclusive rights and remedies, and Contractor's exclusive obligations, with respect to indemnification.

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	\$1,000,000
Personal and Advertising Injury	\$1,000,000
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. Larger limits may be indicated after the Contractor’s assessment of the exposure for the Contract; for its own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities

that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary. Required limit can be achieved via a combination of primary and excess insurance policies.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which

apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

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

16. **USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- 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. 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 shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

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

21. TERMINATION

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the

terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. FOR DEFAULT:

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 seven (7) 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.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

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

1. In the Scope of Services;

2. In the method or manner of performance of the Work; or

3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the work; or (ii) the time required for the

Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

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

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

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

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

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

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit

initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain;
 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Contractor before entering into this Contract;
 4. Information developed by Contractor through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is 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:

Voith USA Inc.
Attn: David Castaldi
25 Winship Road
York, PA 17406-8419

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

30. **CLAIMS/DISPUTE RESOLUTION**

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

- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager, Kyle Stockley/Nick Manley Voith US Inc.'s Project Manager	Five calendar days
UTA's Director of Asset Management David Hancock /Contractor's Director Rail Sales North America Garrett Goll	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto/Contractor's President Voith Turbo North America Ralf Dreckmann	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **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.

33. **AMENDMENTS**

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

34. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

35. **NO THIRD PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

36. **ENTIRE AGREEMENT**

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

37. **COUNTERPARTS**

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

38. **NONWAIVER**

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

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

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. **SURVIVAL**

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

42. **LIMITATION OF LIABILITY**

CONTRACTOR'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, DEVELOPMENT, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS ORDER SHALL IN NO CASE EXCEED THE ORDER PRICE ALLOCABLE TO THE GOODS, OR PART THEREOF, OR SERVICE WHICH GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING IN THIS ORDER TO THE CONTRARY, CONTRACTOR WILL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL OF UTA OR ANY THIRD PARTY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO CONTRACTOR IN ADVANCE OR COULD HAVE BEEN REASONABLY FORSEEN BY CONTRACTOR. THESE EXCLUSIONS OF TYPES OF DAMAGES AND LIMITATION ON THE AMOUNT OF DAMAGES SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY BUT SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OBLIGATION UNDER PARAGRAPH 11 ABOVE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THE ORDER. IF UTA TRANSFERS TITLE TO, OR LEASES THE GOODS SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, UTA SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING CONTRACTOR AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

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

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Mary DeLoretto
Chief Service Development Officer

VOITH US INC.:

DocuSigned by:
By *Garrett Goll* _____ 3/16/2022
95CEA3EB844C4AA...
Garrett Goll
Director Rail Sales North America

DocuSigned by:
By *David Castaldi* _____ 3/16/2022
DBADA76BAE2B4C6...
David Castaldi
Commercial Manager

DocuSigned by: s to Content and Form
Mike Bell _____ 3/15/2022
361F16F838704A9...
MIKE BELL
Assistant Attorney General
UTA Counsel

Reviewed & Recommended
DocuSigned by:
[Signature] _____ 3/15/2022
49657239372242E...
Kyle Stockley
Rail Infrastructure Project Manager
UTA Project Code: SGR040

Exhibit A

Scope of Work

1.01 System Overview

1.01.01 General

- A UTA has in operation 17 SD 160 Siemens light rail vehicles. Each vehicle has two (2) motor trucks, one (1) on each end. Each motor truck contains two axle mounted gear units, arranged along the same axis as the truck frame with the traction motor flanged to the axle gear unit parallel to the axle shaft. An output sleeve-shaft is connected to the axle shaft wedge-packet coupling. The output sleeve-shaft also seats the brake disc suspended from the gearbox.
- B The coupling is a non-shifting, torsional rigid component with self-centering toothing that follows the motion of the axle gear unit. The coupling assembly transmits torque from the traction motor via axially connected external toothed gears.
- C The SD160 vehicles have been in regular service since 2003.
- D UTA is in the process of developing in-house capabilities for overhauling, repairing, and rebuilding the two-stage Voith SZH-495 gearboxes installed on their SD160 vehicles.
- E The primary objective of this program is to ensure that UTA has all the necessary parts and materials, equipment, test equipment, tooling, and training for skilled maintenance employees to work on the SZH-495 gearboxes.

1.02 Gearbox Technical Specification

Voith SZH-495 Gearbox Technical Specification	
CHARACTERISTIC	SPECIFICATION
TRANSMISSION RATIO:	1: 5.391
MAXIMUM INPUT SPEED:	4550 rpm
MAXIMUM BREAKAWAY TORQUE:	1050.8 ft-lbs. (1426 Nm)
WEIGHT WITH MOTOR AND COUPLING:	1970.9 lbs. (894 kg)
WEIGHT WITHOUT COUPLING AND OIL:	950.2 lbs. (431 kg)
AXLE GEAR UNIT OIL FILL:	Approx. 6.5 quarts (6.1 liters)
APPROVED OIL:	Mobilube SHC 75W-90

Table 1 -Voith SZH-495 Gearbox Technical Specification

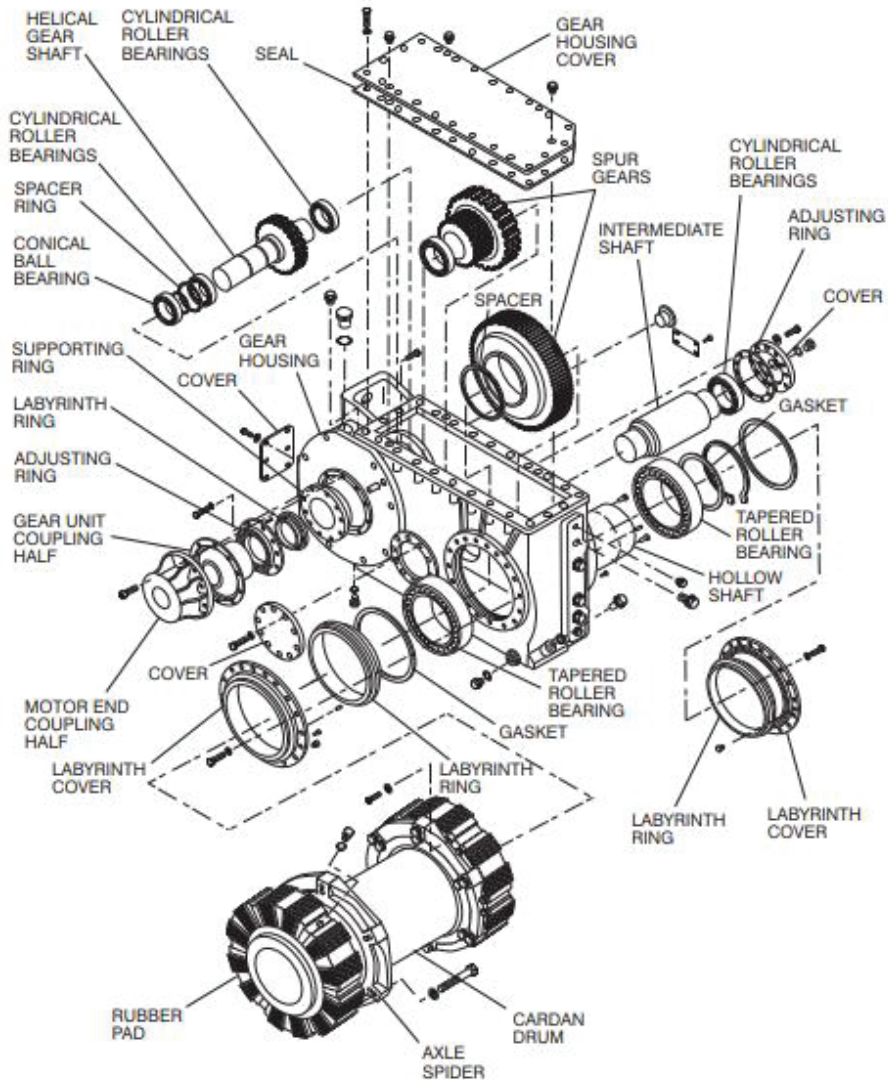


Figure 1 - Axle Gear Unit and Coupling Primary Components

1.03 Overhaul Kits

- A The Contractor shall provide all the necessary parts and materials listed in Table 2 required for the overhaul of ninety (90) gearboxes.
- B The parts shall be listed individually and organized into kits such that all parts necessary for the overhaul of one (1) gearbox is contained in each kit.

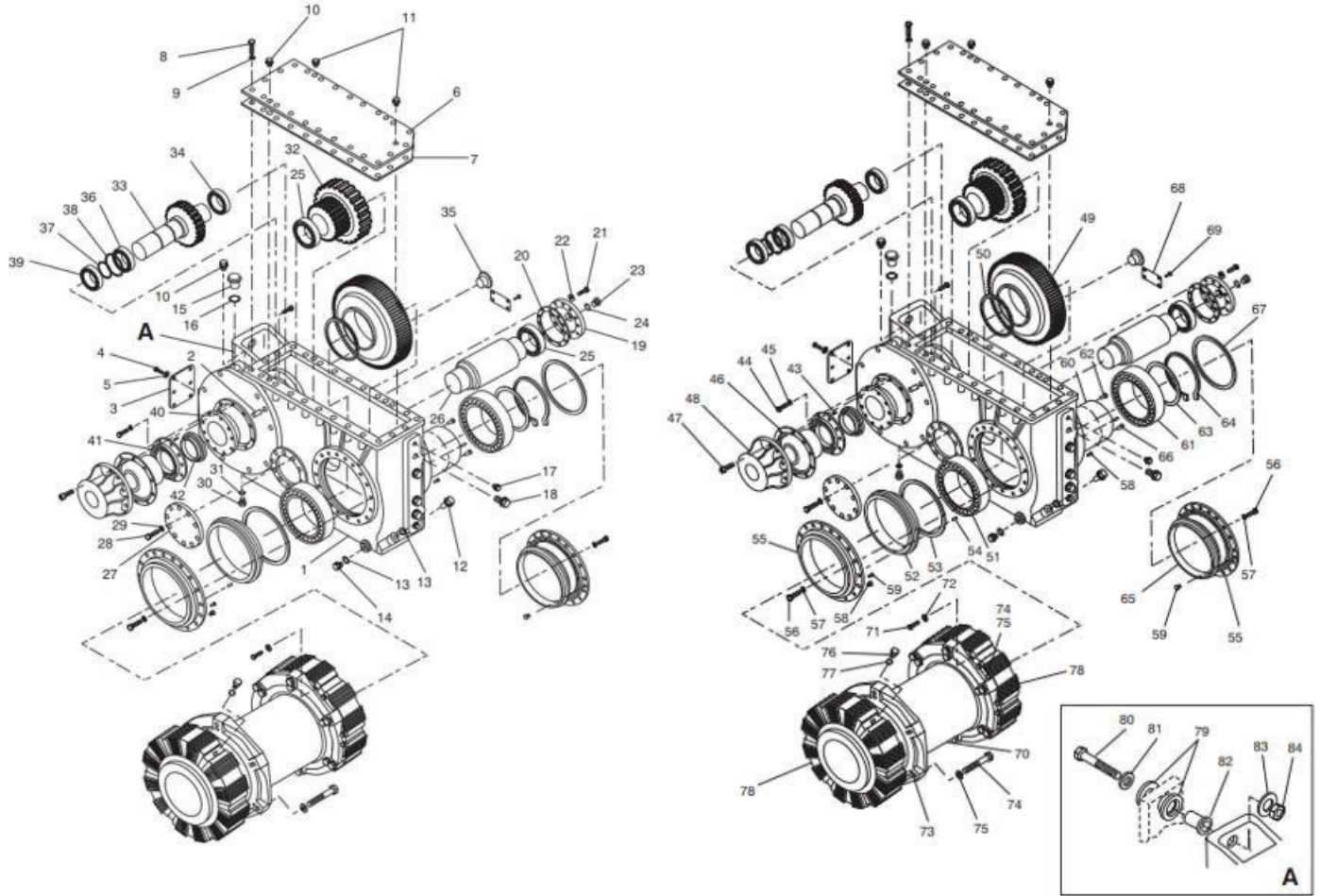


Figure 2 - Axle Gear Unit and Coupling Assembly

Gearbox Parts List Table			
Figure Index Number	Part Number	Description	Quantity Per Unit
2	01.1160.23	PIN, STRAIGHT, A20 X 50, ISO 8734	2
3	32.1953.10	COVER	1
4	01.0000.76	BOLT, HEX HD, M10 X 25, DIN933 ATT PT	6
5	01.0724.15	WASHER, A105, DIN125 ATT PT	6
6	32.1955.10	COVER	1
7	32.1969.10	SEAL, COVER	1
8	01.0065.23	BOLT, HEX HD, M10 X 30, DIN933 ATT PT	24
9	01.0724.15	WASHER, A10.5, DIN125 ATT PT	24
10	91.2051.10	PLUG, GPN700 AM16	2
11	01.0253.13	PLUG, CORE, S10-11	2
12	32.1957.10	DIPSTICK, MAGNETIC	1
13	01.0044.73	RING, SEAL, A36 X 42	2
14	01.0008.04	PLUG, DRAIN, M36 X 1.5, DIN910	1
15	91.2043.10	FILTER, BREATHER	1

16	01.0044.56	RING, SEAL, A20 X 24	1
17	01.0253.18	PLUG, CORE, S10-19.5	2
18	91.2332.10	PLUG, GPN700 AM24	4
19	32.1965.10	COVER, INTERMEDIATE	1
20	32.1967.10	RING, ADJUSTING, 215/161 X 3	1
21	01.0057.55	BOLT, HEX HD, M10 X 40, DIN933 ATT PT	10
22	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
23	01.0310.51	PLUG, M36 X 1.5, DIN908	1
24	01.0044.73	RING, SEAL, A36 X 42, DIN7603	1
25	01.0931.87	BEADING, ROLLER, NJ315EN.MPA.C3 DIN5417	2
26	32.1963.10	SHAFT, INTERMEDIATE	1
27	32.1966.10	COVER, INTERMEDIATE, MOTOR SIDE	1
28	01.0057.55	BOLT, HEX HD, M10 X 40, DIN933 ATT PT	10
29	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
30	01.0694.61	PLUG, M12 X 1.5, DIN910	1
31	01.0044.43	RING, SEAL, A12 X 16, DIN7603	1
32	32.1964.10	GEAR, SPUR, INTERMEDIATE	1
33	32.1958.10	SHAFT, GEAR, PRIMARY	1
34	01.0902.19	BEARING, ROLLER, NJ215EMPAC3, DIN5412	1
35	01.0758.20	PLUG, BM42 X 1.5	1
36	01.0629.90	BEARING, ROLLER, NU215EN	1
37	32.1599.10	RING, SPACER, 87/75 X 5	1
38	32.1600.10	RING, SPACER, 130/115 X 5	1
39	01.0204.64	BEARING, BALL, QJ215N2	1
40	32.1959.10	RING, SUPPORTING 238/119 X 55	1
41	32.1961.10	COVER, LABYRINTH	1
42	32.1960.10	RING, LABYRINTH, 106/75 X 34	1
43	20.5119.10	PIN, RETAINING, 6 X 11	2
44	01.0057.77	BOLT, HEX HD, M10 X 50, DIN933 ATT PT	10
45	01.0724.15	WASHER, A10.5, DIN125 ATT PT	10
46	91.3142.05	COUPLING HALF, GEAR UNIT	1
47	91.3142.09	BOLT SET, COUPLING ATT PT	1
48	91.3142.01	COUPLING HALF, TRACTION MOTOR	1
49	32.1970.10	GEAR, SPUR, 438.8 X 203 X 477.5	1
50	32.1971.10	SPACER, 275/254 X 14	1
51	91.2363.10	BEARING, THREAD ROLLER 543422.E14S	1
52	32.1973.10	RING, LABYRINTH, 298/254.5 X 25	1
53	32.1972.10	GASKET, 326/274.6 X 19	1
54	01.0475.33	PIN, STRAIGHT, 5M6 X 8, DIN7	2
55	32.1974.10	COVER, LABYRINTH	2
56	01.0065.23	BOLT, HEX HD, M10 X 30, DIN933	36
57	01.0724.15	WASHER, A10.5, DIN125	36
58	01.0286.88	PLUG, AM10 X 1	2
59	91.2168.10	PLUG, GPN700 AM10	6
60	32.1968.10	SHAFT, HOLLOW, 460/203 X 477.5	1
61	91.2839.10	BEARING, TAPERED ROLLER	1
62	01.0008.64	PLUG, CORE, S10-13	12
63	32.1977.10	RING, SPACER, 270/250 X 6.5	1
64	32.1982.10	CIRCLIP, 250 X 5	1

65	32.1976.10	RING, LABYRINTH, 298/249 X 43	1
66	01.0253.16	PLUG, CORE, S10-14.5	3
67	32.1975.10	GASKET, 326/280.6 X 19	1
68	01.0533.55	PLATE, NAME AND RATING	1
69	01.0018.19	PIN, NOTCHED, RIVET HD, A3 X 8 ISO 8746	4
70	32.1978.10	DRUM, CARDAN	1
71	01.0171.22	BOLT, HEX HD, M10 X 35, DIN933	24
72	01.0724.15	WASHER, A10.5, DIN125	24
73	32.1979.10	SPIDER, AXLE	1
74	01.0911.31	BOLT, HEX HD, M18 X 1.5 X 120, ISO 8765	24
75	01.0907.45	WASHER, 19	24
76	01.1099.06	PLUG, G3/8A X 8, DIN910	1
77	01.0080.82	RING, SEAL, A17 X 21, DIN7603	1
78	91.2424.10	PAD, RUBBER	12
79	91.2842.10	SUPPORT	4
80	01.0943.77	BOLT, HEX HD, M30 X 190, ISO 4014	2
81	32.1981.10	DISC, 78/31 X 21	2
82	32.1980.10	BUSH, 80/33 X 105	2
83	01.0717.98	WASHER, A31, DIN125	2
84	01.0010.45	NUT, HEX, M30, DIN934	2

Table 2 - Gearbox Parts List Table

1.04 Gearbox Test Bench

- A The Contractor shall provide a Gearbox Test Bench that is able to test both the SD160 Voith SZH-495 and S70 Voith SZH-420 gearbox units.
- B The Test Bench shall have load-free function capabilities to perform tightness test for both the SD160 Voith SZH-495 and S70 Voith SZH-420 gearbox units.
- C Following completion of the Gearbox Test Bench installation, the Contractor shall test and commission the Test Bench prior to operation.
- D All related software and documentation shall be in the English Language and will become property of UTA.
- E At any time for a period of two (2) years from the date of installation, the Contractor shall at their own expense promptly repair, replace, and/or re-perform any goods associated with the Gearbox Test Bench that are defected or in any way fail to conform to the contract requirements.

CDRL 1 – Warranty

1.05 Special Tools

- A The Contractor shall provide all special tools listed within Table 3 in quantities of three (3).
- B All special tools shall become property of UTA after the completion of the training.

Special Tools Parts List Table		
Description	Part Number	Quantity (Each)
PLATE	128.00034611	1
THURST PLATE	128.00034711	1

BUSHING	128.00034811	1
THREADED ROD	128.00034911	1
THRUST PLATE	128.00035011	1
SUPPORTING PLATE	128.00108510	1
INTERNAL EXTRACTOR	128.00138210	1
PIPE	128.00376310	1
BUSHING	128.00459510	1
BUSHING	128.00459610	1
SUSPENSION DEVICE	128.00460211	1
MEASURING DEVICE	128.00460410	1
THRUST PLATE	128.00473210	1
THREADED SPINDLE	128.00479010	1
REPAIR TOOL	128.00482410	1
COVER	128.00482810	1
WASHER	128.00487410	1
THRUST BOLT	128.00794110	1
PLATE	128.00970910	1
BUSH	128.00971010	1
STRIP	128.00971110	2
PULL-OFF BUSH	128.00971210	1
PULL-OFF BUSH	128.00971510	1
LIFTING POINT	190.01074310	1
SCREW, HEX. HEAD CAP	H01.000043	4
HEXAGON BOLT	H01.000054	4
SCREW, HEXAGON	H01.000059	4
WASHER, SEALING, CU	H01.004422	20
WASHER, SEALING, CU	H01.004424	1
SOCKET HEAD SCREW	H01.006760	4
SCREW, HEXAGON	H01.026959	2
BOLT, LIFTING EYE	H01.208684	1
LIFTING EYE BOLT	H91.201710	1
GAUGE, DIAL	H02.001469	2
MAGNETIC STAND	H02.011660	2
GAUGE, DEPTH	H02.017234	1
GAUGE, CALIPER	H02.102685	1
MEASURING BRIDGE	H02.113646	1
NUT, KNURLED	H28.009911	1
THRUST SPINDLE	H28.015921	1
EXTENSION	H28.035922	1
NUT, KNURLED	H28.079211	2
COUNTERSTAY	H28.429610	1
PULL-OFF UNIT	H28.472910	1
PRINTING PRESS	H28.492110	1
FIXING DEVICE	H28.492210	1
PRESSING DEVICE	H28.494210	1
PRESSING DEVICE	H28.494610	1
FLEX ELEMENT	H28.496710	3
SPACER TUBE	H28.540710	1
PRESSING DEVICE	H28.540810	1

HAND PUMP	H90.133711	1
MULTIPLIER	H90.206011	1
CYLINDER	H90.206110	1

Table 3 - Special Tools Parts List Table

1.06 Training

- A The Contractor shall follow the typical training cycle:
- i Identify training needs
 - ii Design the training
 - iii Deliver the training
 - iv Evaluate the success.

1.06.02 Identifying Training Needs

- A The Contractor shall assume no prior knowledge of the SZH-495 gearboxes or the required equipment to complete the repair or overhaul using UTA's gearbox shop on the part of UTA personnel. However, the Contractor may assume that maintenance personnel have the skills pertinent to their crafts.
- B The Contractor shall assume UTA does not possess any Voith special tools required to perform the work or validate proper operation of the completed work.
- i All special tools shall be provided in quantities of three (3) for this training and will become property of UTA after the completion of the training.
- C The Contractor shall provide a list of all commercially available tooling UTA will require for the training. The listing shall include all tooling from hand tools to heavy lifting equipment.
- D The Contractor shall review UTA's parts inventory and based on fleet size and training requirements provide a list of any additional parts recommended for the maintenance and repair of the gearboxes over the next fifteen (15) years.
- E Space for classroom lectures and overhaul training on the equipment will be furnished by UTA. The Contractor shall enumerate all facilities and equipment, such as projectors, to be furnished.
- F The Contractor shall assemble a report outlining all needs for the delivery of the training. The needs shall include personnel, facilities, equipment, parts, and any other needs. Each item shall include party responsible for providing each item. The report shall be submitted for UTA review and approval.

CDRL 2 – Training Needs

1.06.03 Training Design

- A The Contractor shall develop a training plan based on established industry training standards and techniques. The training shall be designed to train and educate UTA personnel in:

- i overhaul of the SZH-495 gearboxes
 - ii repair/rebuild of SZH-495 gearboxes
 - iii troubleshooting of SZH-495 gearboxes; and
 - iv operation of the gearbox Test Bench.
- B The above shall incorporate training on the use of any machinery, special tools, fixtures, and test equipment required to perform these tasks.
- C The training shall be designed to provide instruction on equipment activities including “train the trainer” material. Each class shall be broken into two sections:
 - i The procedure shall be demonstrated by an instructor; then
 - ii the trainees shall undertake the same procedure under the trainer’s supervision and guidance.
- D Conduct of the training shall be supported using training manuals, guides, training aids, student and instructor workbooks, and operator and maintenance manuals.
- E The Contractor shall be responsible for developing and delivering all materials necessary to perform the training and to provide UTA personnel the documentation required to work on the SZH-495 gearboxes and to operate the gearbox Test Bench, including but not limited to:
 - i Formal and informal instruction
 - ii Presentation materials and slides
 - iii Mock-ups, and models if required,
 - iv Equipment manuals and datasheets,
 - v Drawings and diagrams,
 - vi Overhaul procedures
 - vii Repair procedures
 - viii Test procedures
 - ix Test report templates
 - x Troubleshooting guides, and
 - xi other materials that will help to facilitate the training program.
- F Computer-based training elements may be used for specific parts of the training.
 - i The Contractor shall grant to UTA, an irrevocable, perpetual, royalty-free, nonexclusive license to use all software and other patented, copyrighted, or otherwise protected technology and processes that the Contractor incorporates as part of this Contract.
 - ii UTA shall provide laptop computers to the Contractor for installation of all software as necessary.
- G All materials used in the programs, such as models, manuals, mock-ups, video recordings, drawings, procedures, or other documents, shall become the property of UTA. UTA shall have unrestricted rights to reproduce, distribute and modify all materials.
- H All documentation shall be:

- i Prepared in the English Language
 - ii Provided in an editable electronic format; and
 - iii Provided in paper copies in suitable quantities for the size of the training group.
- I The documentation, including detailed lesson plans shall be submitted to UTA for review and approval a minimum of 30 calendar days prior to the commencement of training.

CDRL 3 – Training Documentation

1.06.04 **Training Delivery**

- A The Contractor shall provide comprehensive on-site training to UTA maintenance personnel.
- B The Contractor shall provide multi-day training classes for one group of up to 15 participants.
- C UTA will supply the Contractor with gearboxes for the delivery of the training. After completion of training the gearboxes must pass re-inspection and acceptance test prior to being returned to UTA.
- D The Contractor shall be responsible for providing overhaul kits as identified in the CDRL 1 – Identifying Training Needs. Additionally, the Contractor shall provide any parts required by the training for the troubleshooting and repair portions of the training.
- E UTA shall have the right to videotape any training sessions. UTA will retain ownership of the video recordings, following a final editing, and will have the right to use video recordings for future training sessions.
- F The Contractor shall be responsible for updating any training materials as necessary during the course of instruction and after training is complete to ensure the accuracy of the final deliverables provided to UTA.

1.06.05 **Training Assessment**

- A The Contractor shall develop a methodology for ensuring that each trainee that has completed the training courses has acquired the necessary skills and knowledge to work on the SZH-495 gearboxes without supervision.
- B The Contractor shall furnish each trainee that successfully completes the assessment a certificate acknowledging such.

1.07 **Quantities**

- i UTA may elect to increase or decrease the number of trainer days at the per day bid price after review of CDRL 2, Training Documentation.

1.08 **Location**

- A Unless otherwise advised by UTA, the Contractor shall deliver all training at UTA's Jordan River Facility: 2264 S 900 W, Salt Lake City, 84119
- B Unless otherwise advised by UTA, the Contractor shall deliver all gearbox overhaul kits to UTA's Jordan River Facility: 2264 S 900 W, Salt Lake City, 84119

1.09 **Schedule**

- A The training schedule shall be mutually agreed on between the Contractor and UTA, however, unless specifically requested by UTA, all training and deliverables provided as part of this contract shall be completed and in UTA's possession within 180 calendar days from Notice To Proceed.
- B All training materials shall be delivered for UTA review and approval a minimum of thirty (30) calendar days prior to the start of the training sessions.
- C The Contractor shall provide a project schedule outlining the key project milestones within 14 days of Notice To Proceed.

CDRL 4 – Schedule

1.10 **Contract Deliverable Requirements List (CDRL)**

CDRL Table		
CDRL #	Title	Reference
01	Warranty	1.04 E
02	Training Needs	1.06.02 F
03	Training Documentation	1.06.03 I
04	Schedule	1.09 C

Table 2 - CDRL Table

Exhibit B

Price

Item	Description	Unit of Measure	Unit Price	Quantity	Extended Price
1.	Training Needs and Documentation	Lump Sum	\$20,792.00	1	\$20,792.00
2.	Trainer Days	Per Day	\$3,674.00	6	\$22,044.00
3.	*Overhaul Kits	Per Kit	\$15,501.00	90	\$1,395,090.00
4.	10 sets of kit F required *	Each	\$13,166.00	10	\$131,660.00
5	Test Bench	Each	\$421,000	1	\$421,000
6.	Special Tools	Lump Sum	\$127,938.31	3	\$383,814.93
Total					\$2,374,400.93

*This kit contains 10% of miscellaneous parts that may be needed to complete the overhaul. These parts do not always need to be replaced and therefore Voith estimates 10% of these parts to be available. They are very long lead times, so they need to be ordered with all other overhaul parts.

The above is a firm fixed price and will be invoiced after the Goods have been delivered and the Services have been performed.