



GOODS AND SERVICES SUPPLY AGREEMENT

SD100 HVAC Inverter Replacement

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 Kiepe Electric, LLC (the “Contractor”).

RECITALS

WHEREAS, on May 29, 2021, UTA received competitive proposals to replace the dedicated HVAC inverter on the SD100 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 21-03415 (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, Kiepe Electric, LLC submitted a proposal on May 29, 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 (Statement of Work or Services) (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 July 31, 2022. 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 (Not to Exceed (NTE) amount). 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 terms and conditions and attachments
2. UTA Solicitation Terms
3. 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 written request, UTA's representative shall be provided access to Contractor's facilities during normal business hours 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.

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 dispute (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 will be suitable for any special

purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) 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.

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. UTA shall not, however, have the right to use Kiepe's intellectual property to reverse engineer, reproduce or remanufacture the HVAC Inverter provided under the contract.

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 liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

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
-----------------------------	-------------

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.

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**: 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:
 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **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:
 - a. In the Scope of Services;
 - b. In the method or manner of performance of the Work; or
 - c. 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

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.

27. **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.

28. **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: Contracts Administrator

If to Contractor:

Kiepe Electric LLC
ATTN: Peter Basile

669 West 200 South
Salt Lake City, UT 84101
jhiggins@rideuta.com

359 Curie Drive
Alpharetta, GA 30005
peter.basile@knorr-bremse.com

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.

29. **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/Noel D'Sa Project Manager	Five calendar days
UTA's Director of Asset Management David Hancock /Jorge Florez, Manager Finance, Accounting and Controls	Five calendar days
UTA's Chief Service Development Officer Mary DeLoretto\Klaus Peter Canavan, Managing Director	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, than 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. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing 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 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.

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. **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.

41. **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.

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 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

This space intentionally left blank

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 _____
Mary DeLoretto
Interim Executive Director
Date: _____

By _____
David Hancock
Director of Asser Management
Date: _____

KIEPE ELECTRIC, LLC

DocuSigned by:
By Noel D'Sa
Noel D'Sa
A11238F05E08541F...
Vice President of Engineering
Date: 7/22/2021

DocuSigned by:
By Peter Basile
Peter Basile
7BDD01C6E6104E6...
Director of Business Development
Date: 7/22/2021

Approved as to Content and Form
DocuSigned by:
Mike Bell 7/22/2021
Mike Bell
881F06B09704A9...
Assistant Attorney General

UTA Counsel

Reviewed & Recommended
DocuSigned by:
Kyle Stockley 7/22/2021
Kyle Stockley
4966723697224E...
Rail Infrastructure Project Manager

UTA Project Code: SGR040

Exhibit A Scope of Work

1.01 Scope of Work

- A The Contractor shall design, manufacture, provide, and warranty the new HVAC Inverters.
- B The new HVAC Inverters shall be a direct replacement for the existing units without the need for any modifications to the carbody or existing HVAC units.
 - i. If adapter plates or brackets are used in the design of the units, their application shall be approved by UTA.
 - ii. Minor modifications may be permissible to the HVAC unit frame only if approved by UTA.
- C The output voltage (phase to phase) shall be 3 X 208 Vac at 60 Hz.
 - i. The tolerance on steady state frequency shall be $\pm 5\%$ during normal steady state operation.
 - ii. The limit on Total Harmonic Distortion (THD) shall be 7%.
 - iii. The output voltage shall be regulated using a constant volt to hertz regulator. The ratio of voltage to frequency shall be within 2%.
 - iv. Output overvoltage protection shall be provided.
- D The inverter shall maintain a constant voltage to frequency ration and soft starting ramp-up during unit start-up, variations in line voltage, and during short interruptions such as a pantograph bounce or non-bridging section insulator on the overhead line.
- E The inverters shall be sized for continuous operation of 21 kVA with power factor of 0.85.
- F The inverters shall be sized for a short-time rating (5 seconds) of 36 kVA with a power factor of 0.6 for the starting of the largest individual load with all other loads applied.
- G The high voltage inputs shall be galvanically isolated from the ac output.
- H Independent line filters shall be provided for each HVAC Inverter.
 - i. The filters shall suppress high frequency voltage transients caused by IGBT switching operations.
 - ii. Capacitors shall have a rated life of at least fifteen years.
 - iii. A bleeder resistor shall be permanently connected across the terminals of each capacitor in the capacitor bank. The resistance value shall be selected to reduce the voltage at the terminals of the capacitor bank to 50 V or less within 3 min after primary power is removed from the bank.
 - iv. A placard shall be positioned adjacent to the capacitors to warn maintenance personnel to pull down the pantograph, wait 5 min, manually bleed, and then short circuit the capacitor before commencing work
- I The inverters may shut down when the steady state input voltage is less than 420 Vdc or greater than 1000 Vdc. They shall restart automatically when the steady state voltage is between 420 Vdc and 1000 Vdc, provided the external enable signal is present.
- J The dc return circuits shall not be grounded to the inverter frame or vehicle structure at any location. Return connections are provided in the carbody wiring.

- i. The vehicle structure shall not be used as a normal circuit return path for any electrical equipment.
 - ii. The inverter enclosure shall be safety grounded to the vehicle structure.
- K Noise levels produced by the HVAC inverter at any load shall not exceed 80 dBA when measured 5 m (16.4 ft) from the inverter centerline.

1.02.01.1 Fault Handling and Diagnostics

- A The HVAC Inverter shall implement appropriate fault isolation techniques, including self-tests at startup, continual diagnostics, and guided self-tests to provide this functionality.
- B Diagnostic software and associated documentation shall be provided and the software shall be compatible with a Windows 10 operating system.
- C An Ethernet connection port for local portable test unit (PTU) connection shall be provided for access to the HVAC Inverter diagnostics and fault records.
 - i. Diagnostics shall be installed on UTA maintenance laptops and (PTUs) shall guide technicians with step by step procedures to isolate the faulted elements.
 - ii. Downloading of fault recordings of events shall be downloadable for analysis off the vehicle.
- D UTA shall be given a license for unlimited use of all software for the accepted purposes of this Contract, including the HVAC Inverter and PTUs. Licenses shall not be linked to specific hardware serial numbers.
- E Future software updates shall be provided to UTA at no cost to UTA.

1.02.02 Test and Validation Requirements

- A The Contractor shall demonstrate through a qualification test that all technical requirements included in this Specification and in the Contractor's own design are in compliance.
- B Insulation resistance and dielectric tests shall be conducted to verify the state of insulation of all wiring of each voltage class.
 - i. Minimum insulation resistance when all wiring is connected in parallel and all other classes are connected to ground shall be 2 megohms at 500 Vdc.
 - ii. The dielectric test shall be conducted by applying the test voltage below for a period of 1.0 minute. The test is passed if there is no insulation breakdown or arcing with the test voltage at 2 times the circuit voltage plus 1000 Vac rms.
- C The qualification test shall be based on the type test requirements of IEC 61287-1.
- D Additionally, the Contractor shall include in the qualification test the first installation on the vehicle to demonstrate proper functioning of the unit. The on-vehicle qualification test shall include a heat run at rated output for a minimum of one hour to verify cooling with the existing inverter blower.
- E The Contractor shall submit the qualification test procedure prior to performing the test for UTA review and approval.

CDRL 1 Qualification Test Procedure

- F The Contractor shall submit the qualification test report for UTA review and approval within 15 days of the completion of the qualification test.

CDRL 2 Qualification Test Report

- G All components shall be factory tested by the manufacturer prior to shipment.

CDRL 3 Routine Test Procedure

CDRL 4 Routine Test Report

1.02.03 Documentation Requirements

- A The Contractor shall provide a Running Maintenance Manual including instruction on to use the diagnostics to troubleshoot on the vehicle.

CDRL 5 Running Maintenance Manual

- B The Contractor shall provide a Heavy Repair Manual including instructions on overhauling the unit.

CDRL 6 Heavy Repair Manual

- C The Contractor shall provide an Illustrated Parts Catalog, providing all information necessary to identify and requisition all replaceable assemblies, subassemblies, components, and parts used in the HVAC Inverter.

CDRL 7 Illustrated Parts Catalog

- D The Contractor shall provide general arrangement, assembly, wiring, and schematic drawings for both design review and maintenance activities.

CDRL 8 Drawings and Schematics

- E The Contractor shall submit all documentation on electronic media in portable document format (PDF).

- i. The PDF document shall be searchable, editable, and created directly from native format, not by scanning hard copy documents;
- ii. The PDF document shall be created with sufficient resolution to allow zooming of graphics without loss of quality or resolution;
- iii. The size of the PDF shall be the same as hard copy version to allow printing from electronic media without resizing PDFs; and
- iv. The PDF document shall be bookmarked with each major section as a top-level bookmark and subsections as bookmarked subheadings.

1.02.04 Training Requirements

- A Maintenance personnel shall be exposed to the depth of detail that is necessary for the performance of preventive, corrective, and overhaul maintenance operations for the new communications system.

- B The training program shall include three classes of up to 15 UTA technicians and/or trainers at the UTA facilities.

- C Training sessions shall have a duration of up to one day for each class. The training shall be designed to be delivered by an instructor in the classroom and, when appropriate, in the shop using the actual equipment.

- D The training program shall include troubleshooting techniques to isolate the cause of any failure and minimize the time a vehicle is out of service.

- E The Contractor shall submit a training program outline and all training materials including “train the trainer” material for UTA review and approval a minimum of 15 working days prior to beginning of the training.

CDRL 9 Training Program

- F All training materials, such as training aids and lesson plans, shall become the property of UTA at the

completion of the training program. UTA shall be authorized to reproduce the documentation and utilize as needed.

- G UTA reserves the right to videotape or record any and all of the training sessions and will have the right to use videotapes for future training sessions.

1.03 Program Management

- A A management plan shall be prepared by the Contractor to demonstrate the capability and managerial approach to ensure that the new units are well designed, well built, and delivered on schedule.

CDRL 10 Program Management Plan

- i. An organization chart shall be included that clearly identifies by name primary personnel assigned to this contract. The chart shall include the senior responsible executive, program manager, design engineers, manufacturing engineers, test engineers, material procurement managers, and quality assurance personnel.
- ii. A monthly progress report shall be submitted no later than 10 working days after the end of the reported month. Reports shall be based upon actual progress of the work, including any problems that have identified and material affecting the project schedule.

CDRL 11 Monthly Progress Report

- iii. A project schedule, attached as Exhibit C, with all critical paths indicated, showing all major work tasks, all submittals, inspections, tests, and approvals required for this contract. This schedule shall be updated at least every month and submitted with the monthly report.

- B Program Review Meetings shall be held as required to review progress, respond to open action items, discuss design problems and issues, to witness tests and discuss their results, and to review fabrication and assembly status.

- i. A kick-off meeting shall be within 15 working days after NTP at a time and location designated by UTA for the purpose of discussing with the Contractor all essential matters pertaining to the successful completion of this Contract.
- ii. A Preliminary Design Review meeting shall be held within 60 working days of NTP at a time and location designated by UTA.
 - a The Contractor shall submit its approach to complying with all the major elements described in this specification.
 - b Concepts can be defined in the form of top level drawings, schematics, control/logic flow diagrams, outline drawings etc.
 - c A preliminary design review package shall be submitted to UTA a minimum of 10 working days prior to the preliminary design review meeting.

CDRL 12 Preliminary Design Review Package

- d UTA may, at its sole discretion, elect to combine the preliminary design review meeting with the kick-off meeting.
- iii. A Final Design Review meeting shall be held prior to commencing production.
 - a The Contractor shall provide a final design review package that has been updated to reflect the final design features and functions a minimum of 10 working days prior to the final design review meeting.

CDRL 13 Final Design Review Package

- b All open issues, action items and clarifications resulting from previous correspondence and design review meetings must be satisfactorily addressed and accepted by UTA prior to the design review meeting.
- c UTA may, at its sole discretion, elect to combine the final design review meeting with the qualification test and/or First Article Inspection (FAI) of the first production unit.

1.04 Materials and Workmanship

- A The Contractor shall perform all work at their facilities in accordance with all Federal, State and Local regulatory requirements.
- B All materials shall meet the requirements of NFPA 130 as applicable or equivalent standard.
- C Standards for Material and Workmanship shall be as described in APTA-RT-LRT-GL-001-11, Guideline for Light Rail Vehicle Request for Proposals, Section 6, TS-19, except as modified by this specification.
 - i. The Contractor shall pay particular attention to the allowable insulation on all wiring as necessary to meet flame, smoke and toxicity requirements. The use of PVC is strictly prohibited.
- D The Contractor shall utilize terminals and connections identical to those currently installed on the vehicle to minimize the number of crimping tool types needed for all crimp connections.
- E Splicing, Taping and use of Butt Connectors shall not be allowed.

1.05 Quality Requirements

- A UTA shall have the right to inspect the Contractor's facility and production. UTA shall also have the right to witness any corrections or repairs performed on the system components.
- B The Contractor shall prepare and submit a Quality Assurance plan for UTA review and approval.

CDRL 14 Quality Assurance Plan
- C The Contractor shall notify UTA when work will be performed, and when the first unit assembly is ready and available for First Article of Inspection. Sufficient notice shall be provided to allow UTA to be present for the inspections.

CDRL 15 First Article Inspection
- D The Contractor shall successfully complete a quality inspection and functional test each unit before the unit is returned to UTA.

1.06 Quantity

- A Base Contract price includes the following
 - i. Forty-six (46) HVAC Inverters to be installed on vehicles;
 - ii. Six (6) HVAC Inverters ready for installation; and
 - iii. Three (3) sets of all printed circuit cards for an HVAC Inverter.

1.07 Shipment

- A Unless otherwise advised by UTA, the Contractor shall deliver units to UTA's Jordan River warehouse at:

2264 S 900 W, Salt Lake City, 84119
- B Any damage incurred in shipping the units to UTA is the sole responsibility of the Contractor.

- C All shipping costs shall be covered by Contractor.

1.08 Schedule

- A The contractor shall provide a project schedule as detailed in section 1.03.

1.09 Warranty

- 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
- C If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- D The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. 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 will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) 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.

1.10 Contract Deliverable Requirements List (CDRL)

CDRL Table		
CDRL#	Title	Reference
01	<i>Qualification Test Procedure</i>	0
02	<i>Qualification Test Report</i>	0
03	<i>Routine Test Procedure</i>	0
04	<i>Routine Test Report</i>	0

05	<i>Running Maintenance Manual</i>	0
06	<i>Heavy Repair Manual</i>	0
07	<i>Illustrated Parts Catalog</i>	0
08	<i>Drawings and Schematics</i>	0
09	<i>Training Program</i>	0
10	<i>Program Management Plan</i>	0
11	<i>Monthly Progress Report</i>	ii
12	<i>Preliminary Design Review Package</i>	ii
13	<i>Final Design Review Package</i>	iii
14	<i>Quality Assurance Plan</i>	0
15	<i>First Article Inspection</i>	0

Exhibit B

Price

SD 100 HVAC Inverter Replacement

Quantity	Unit of Measure	Description	Price	Extended Price
46	Each	HVAC Inverters	\$18,985	\$873,310
6	Each	HVAC Inverter Spares	\$18,985	\$113,910
3	Sets	Printed Circuit Cards for HVAC Inverter	\$4,250	\$12,750

All cost above include shipping and training.

All prices above are Not to Exceed (NTE).

Exhibit C

Schedule

SD 100 HVAC Inverter Replacement

Delivery schedule and contract milestones

- NTP + 56 weeks (NTP anticipated August 2021):
- Preliminary design review: NTP + 6 weeks
- Engineering complete and final design review: NTP + 18 weeks (Jan 2022)
- Type test and FAI complete: NTP + 26 weeks (Nov 2021)
- Delivery: 2 units for FAI NTP + 26 weeks (Nov 2021), 11 units each month NTP + 38 weeks forward (Feb 2022 to May 2022). 6 spare units before NTP + 56 weeks (June 2022 along with the spare PCBs)

This schedule shall be updated at least every month and submitted with the monthly report.