



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, February 22, 2023**

**9:00 AM**

**FrontLines Headquarters**

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The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

**For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.**

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Beth Holbrook
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of February 08, 2023 Board Meeting Minutes
6. **Reports**
  - a. Executive Director's Report - NBA All-Star Service Mary DeLoretto
  - b. Government Relations and Legislative Update Shule Bishop
  - c. Preliminary Financial Report - December, 2022 Bill Greene  
Brad Armstrong  
Daniel Hofer
  - d. Investment Report - Fourth Quarter 2022 Troy Bingham  
Rob Lamph
7. **Contracts, Disbursements and Grants**
  - a. Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Crus Oil, Inc.) Nathan Hess  
Brent Miller
  - b. Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Rhinehart Oil) Nathan Hess  
Brent Miller

- |            |  |                                   |
|------------|--|-----------------------------------|
| c.         | Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (VGP Holdings, LLC/Valvoline)                                  | Nathan Hess<br>Brent Miller       |
| d.         | Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Solutions Plus, Inc.)   | Nathan Hess<br>Brent Miller       |
| e.         | Change Order: Point of the Mountain Transit Project Contract - Stage 2, Amendment 6 (Parametrix)   | David Hancock<br>Marcus Bennett   |
| f.         | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-89 - S-Curve Track Slab Design (Stacy and Witbeck, Inc)         | Jared Scarbrough<br>Kyle Stockley |
| g.         | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-90 - 2023 Construction Management Fees (Stacy and Witbeck, Inc) | Jared Scarbrough<br>Kyle Stockley |
| <br>       |  |                                   |
| <b>8.</b>  | <b>Budget and Other Approvals</b>  |                                   |
| a.         | TBA2023-02-01 - Technical Budget Adjustment for 2023 Capital Budget  | Bill Greene<br>Daniel Hofer       |
| b.         | UTA Policy - UTA.03.05 Emergency and Disaster Preparedness   | Sheldon Shaw                      |
| <br>       |  |                                   |
| <b>9.</b>  | <b>Discussion Items</b>  |                                   |
| a.         | Central Wasatch Commission Update  | Chris Robinson<br>Blake Perez     |
| b.         | Constituent and Customer Service - 2022 Annual Report  | Nichol Bourdeaux<br>Cindy Medford |
| <br>       |  |                                   |
| <b>10.</b> | <b>Other Business</b>  | Chair Carlton Christensen         |
| a.         | Next Meeting: Wednesday, March 8th, 2023 at 9:00 a.m.  |                                   |
| <br>       |  |                                   |
| <b>11.</b> | <b>Closed Session</b>  | Chair Carlton Christensen         |
| a.         | Strategy Session to Discuss Pending or Reasonably Imminent Litigation<br>AND<br>Strategy Session to Discuss Collective Bargaining        |                                   |
| <br>       |  |                                   |
| <b>12.</b> | <b>Open Session</b>  | Chair Carlton Christensen         |
| <br>       |  |                                   |
| <b>13.</b> | <b>Adjourn</b>   | Chair Carlton Christensen         |

**Meeting Information:**

- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting below.
  - o Use this link-[https://rideuta.zoom.us/webinar/register/WN\\_UxL0m6bETVi9MStNHTNyxA](https://rideuta.zoom.us/webinar/register/WN_UxL0m6bETVi9MStNHTNyxA) and follow the instructions to register for the meeting (you will need to provide your name and email address).
  - o Sign on to the Zoom meeting through the URL provided after registering
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Zoom to indicate you would like to make a comment.
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, February 21st will be distributed to board members prior to the meeting.
- Meetings are audio and video recorded and live-streamed
- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jana Ostler, Board Manager  
**FROM:** Jana Ostler, Board Manager

**TITLE:**

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**Approval of February 08, 2023 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the February 08, 2023, Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday February 08, 2023 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website <https://www.utah.gov/pm/sitemap/notice/810617.html>](https://www.utah.gov/pm/sitemap/notice/810617.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2023-02-08\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, February 8, 2023**

**9:00 AM**

**FrontLines Headquarters**

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The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., Salt Lake City, Utah.

**Present:** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, delivered a brief safety message.

**4. Public Comment**

**In-Person/Virtual Comment**

In-person comment was made by Nick Merrill and Spencer Hogue.

Mr. Merrill expressed his affinity for transit but frustration with a lack of bus connections at the American Fork FrontRunner Station. He said the closest connection is on State Street, which is a 25-minute walk over roads with no sidewalks or streetlights. He requested the board “please put the transit in transit-oriented development.”

Mr. Hogue introduced himself as the principal officer of Teamsters Local 222 and a resident of South Salt Lake City. Mr. Hogue expressed opposition to the legislative efforts of UTA. He said UTA is proposing and supporting legislation that “is intended to take away rights of individuals.” He went on to say House Bill 243 is an attack on employees’ rights to organize and bargain collectively. Mr. Hogue stated UTA is not fulfilling its mission to provide service and instead is “spending hundreds of thousands of dollars to deny the rights of 42 individuals the right to collectively bargain.” He concluded by saying the actions UTA is taking in paying lobbyists, consultants, and attorneys “to deny people rights is just absolutely wrong.”

**5. Consent****a. Approval of January 25, 2023 Board Meeting Minutes**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda. The motion carried by a unanimous vote.

**6. Reports****a. Executive Director's Report**

- **2022 Ridership**
- **Ski Service - Traffic Issues**

**2022 Ridership**

Jay Fox, UTA Executive Director reported systemwide ridership was up 31.2% in 2022. He then reviewed systemwide ridership increases by month between 2021 and 2022; average daily ridership by weekday, Saturday, and Sunday; monthly ridership by mode; and monthly percent increase by mode. The ridership portion of his report concluded with statistics on On Demand ridership, which was 246,797 in 2022.

**Ski Service - Traffic Issues**

Mr. Fox was joined by Cherryl Beveridge, UTA Chief Operating Officer; Steve Wright, UTA Chief Communications Officer; and Andres Colman, UTA Regional General Manager - Salt Lake Business Unit. Mr. Colman addressed delays on route 972, which services Solitude and Brighton resorts in Big Cottonwood Canyon. He explained various factors complicating transportation in the canyon, including travel patterns in the canyon and the single-lane Brighton loop. Mr. Colman noted buses are caught in the same traffic as other drivers and said it is not uncommon to be stuck in the Brighton Loop for two hours, which is challenging for customers and UTA employees.

Mr. Colman indicated the agency will be using social media to help customers identify the best bus to board when they come down the canyon. Mr. Wright added UTA will be communicating that customers should expect and be prepared for extended delays on ski bus service. This messaging will be conveyed through social media, UTA's website landing page, push notifications in apps, and announcements and signage on buses.

Discussion ensued. Questions on traffic control efforts by the ski resorts, impact of night skiing, how UTA determines conclusion of service for the day, location of facilities for operators, impact of Solitude's parking fees, availability of app and update information, and response of law enforcement were posed by the board and answered by staff.

Mr. Fox said UTA is actively working with community partners to address canyon transportation concerns.

**b. Government Relations and Legislative Update**

Shule Bishop, UTA Government Relations Director, who participated in the meeting

remotely, was joined by David Wilkins, UTA Assistant Attorney General.

Mr. Bishop reported Senate Bill 84 Housing and Transit Reinvestment Zone Amendments passed out of the Senate and out of the House committee, and Senate Bill 27 Transportation Revisions passed the Senate. He added the Infrastructure and General Government (IGG) Subcommittee listed zero fare on its priorities list. He also mentioned House Bill 243 Public Transit Employee Collective Bargaining Amendments (HB243) passed out of committee and passed on the floor. He said there is misinformation circulating about the language in this bill and yielded the floor to Mr. Wilkins for a more in-depth explanation.

Mr. Wilkins clarified that HB243 is not retroactive, and its passage would not affect the rights of UTA's 42 TRAX supervisors to organize for collective bargaining.

## 7. Resolutions

### a. **R2023-02-01 - Resolution Appointing Officers, and Setting Compensation for District Officers and Employees**

Kim Shanklin, UTA Chief People Officer, summarized the resolution, which appoints officers and sets a new, updated compensation structure for district officers and employees. She noted compensation for Jay Fox, UTA Executive Director, was set in a separate resolution.

Discussion ensued. A question on treatment for employees at the pay lane maximum was posed by the board and answered by Ms. Shanklin.

Chair Christensen mentioned the board's compensation is also set through a separate resolution by the Local Advisory Council.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this Resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

## 8. Contracts, Disbursements and Grants

### a. **Contract: Fuel Card Program (U.S. Bank)**

Rob Lamph, UTA Assistant Treasurer, was joined by Troy Bingham, UTA Comptroller. Mr. Lamph requested the board approve a five-year contract with U.S. Bank for fuel cards for vanpool, microtransit, and police fuel purchases. The estimated total contract value is \$6,694,000.

Discussion ensued. Questions on card limitations and usage calculations were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this

- contract be approved. The motion carried by a unanimous vote.
- b. **Contract: Data Discovery of UTA Infrastructure (Info-Tech Research Group Inc.)**
- Kyle Brimley, UTA IT Director, was joined by Edison Pascascio, UTA Special Projects Manager. Mr. Pascascio requested the board approve a \$255,000 contract with Info-Tech Research Group Inc. for data discovery and a review of related infrastructure.
- Discussion ensued. Questions on assumptions related to data discovery and project timeline were posed by the board and answered by staff.
- A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.
- c. **Change Order: TIGER Program Change Order No. 81 - Construction Services Amendment #23 - UTA Wayfinding Project (Granite Construction Company)**
- [Note: The Transportation Investment Generating Economic Recovery (TIGER) program of projects consists of multiple community betterment projects, including UTA wayfinding project discussed in today's meeting.]
- David Hancock, UTA Director of Capital Development, was joined by Travis Colledge, UTA Project Manager III. Mr. Colledge requested the board approve \$240,263.04 change order to the contract with Granite Construction company for the replacement of canopy wayfinding signage at 15 FrontRunner stations.
- Discussion ensued. Questions on sign design and location were posed by the board and answered by staff.
- A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.
- d. **Change Order: TIGER Program Change Order No. 82 - 300 North Salt Lake City Overhead Pedestrian Bridge Elevator Structure Modifications (Granite Construction Company)**
- [Note: The TIGER program of projects consists of multiple community betterment projects, including the pedestrian bridge elevator structure discussed in today's meeting.]
- Mr. Hancock was again joined by Mr. Colledge. Mr. Hancock requested the board approve a \$132,074 change order to the contract with Granite Construction Company for work on the pedestrian bridge elevator structure located at 300 North in Salt Lake City. More specifically, the change order relates to closure plate materials and welding services and is the second of three subdivided parts of a Direction of Authorization to Proceed (DAP) in the amount of \$520,036.79 that was discussed with the board as an informational item in its September 14, 2022 board meeting. The DAP amount was later reduced to \$462,641.

Discussion ensued. A question on the consistency between the estimated versus actual costs was posed by the board and answered by Mr. Hancock.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

**e. Pre-Procurements**

**- Operator Restrooms**

Todd Mills, UTA Director of Supply Chain indicated the agency intends to procure prefabricated operator restrooms as outlined on the meeting agenda.

Discussion ensued. Questions on the anticipated request for proposal (RFP) participation and installation timeline were posed by the board and answered by Mr. Mills.

**9. Other Business**

- a. Next Meeting: Wednesday, February 22nd, 2023 at 9:00 a.m.

**10. Closed Session**

**a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:16 a.m.

The meeting reconvened in closed session at 10:25 a.m.

**11. Open Session**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 11:01 a.m.

**12. Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:02 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have

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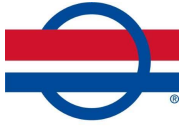
taken place; please refer to the meeting materials, or audio located at <https://www.utah.gov/pmn/sitemap/notice/810617.html> for entire content. A full video recording with time stamps is also available at [http://rideuta.granicus.com/player/clip/211?view\\_id=1&redirect=true&h=e51ee2205b93f99dfc5e573bff507ade](http://rideuta.granicus.com/player/clip/211?view_id=1&redirect=true&h=e51ee2205b93f99dfc5e573bff507ade).

This document along with the digital recording constitute the official minutes of this meeting.

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



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# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Mary DeLoretto, Acting Executive Director

**TITLE:**

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**Executive Director's Report**  
- NBA All-Star Service

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion

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**DISCUSSION:**  
Mary DeLoretto, Acting Executive Director, will report on recent activities of the agency and other items of interest.

- NBA All-Star Service



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 2/22/2023

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**TITLE:**

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**Government Relations and Legislative Update**

**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion. Make motions regarding UTA positions on Legislation as needed.

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**BACKGROUND:**  
The Utah State Legislature is currently in session. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

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**DISCUSSION:**  
The Government Relations Director will give a report on transit-related issues before the Utah Legislature.

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**ATTACHMENTS:**  
None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Brad Armstrong, Director, Budget & Financial Strategy  
Dan Hofer, Director, Capital Assets & Project Controls

**TITLE:**

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**Preliminary Financial Report - December, 2022**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The preliminary December 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the preliminary December 2022 Monthly Financial Statements.

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**DISCUSSION:**

At the February 22 meeting, the Director of Budget & Financial Strategy will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

The year-end close process takes several months (referred to as the “13<sup>th</sup> month”) to collect invoices and process payments, reverse accruals, and make any necessary adjustments to ensure eligible expenditures are captured in the correct fiscal period. This report and presentations represent a snapshot in time during the closure process. Staff will return with a final recap of 2022 financial status when 2022 is closed and reconciled.

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**ALTERNATIVES:**

n/a

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**FISCAL IMPACT:**

n/a

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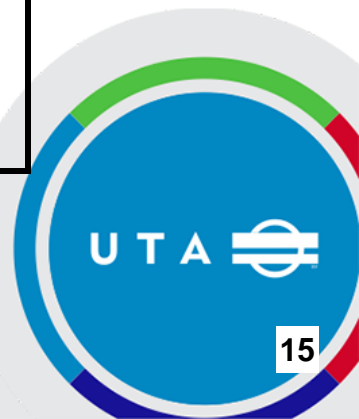
**ATTACHMENTS:**

- Preliminary December 2022 Board Dashboard
- Preliminary December Operations Variance Memo
- December 2022 Preliminary Monthly Financial Statements


# Utah Transit Authority

Board Dashboard: December 31, 2022 - Preliminary

Financial Metrics	Dec Actual	Dec Budget	Fav/ (Unfav)	%	YTD Actual	YTD Budget	Fav/ (Unfav)	%
	Sales Tax (Nov '22 mm \$)	\$ 43.3	\$ 39.3	\$ 4.08	10.4%	\$ 438.1	\$ 395.4	\$ 42.71
Fare Revenue (mm)	\$ 2.9	\$ 3.0	\$ (0.12)	-3.9%	\$ 34.1	\$ 34.2	\$ (0.09)	-0.3%
Operating Exp (mm)	\$ 30.1	\$ 32.4	2.24	6.9%	\$ 346.3	\$ 363.2	\$ 16.84	4.6%
Subsidy Per Rider (SPR)	\$ 11.27	\$ 13.25	\$ 1.98	14.9%	\$ 9.93	\$ 13.25	\$ 3.32	25.1%
UTA Diesel Price (\$/gal)	\$ 3.13	\$ 2.75	\$ (0.38)	-13.6%	\$ 3.92	\$ 2.75	\$ (1.17)	-42.6%
Operating Metrics	Dec Actual	Dec-21	F/ (UF)	%	YTD Actual	YTD 2021	F/ (UF)	%
Ridership (mm)	2.41	2.13	0.3	13.2%	31.44	23.97	7.5	31.2%
Energy Cost by Type								
Diesel (Cost per Mile)					\$	0.78		
Unleaded Gas (Cost per Mile)					\$	0.49		
CNG (Cost per Mile)					\$	0.27		
Bus Propulsion Power (Cost per Mile)					\$	0.98		
TRAX Propulsion Power (Cost per Mile)					\$	0.79		



SUBJECT: December Preliminary Monthly Financial Report      DATE: February 6, 2023

FROM: CFO – William Greene   
 TO: Executive Director – Jay Fox

**Highlights**

Year to date UTA ridership is 27 percent above projections for 2022 and 29 percent below 2019 actual ridership.

Preliminary revenues for 2023 had a positive variance of \$101 million and preliminary operational expenses for 2022 are \$16.8 million under budget.

Actual year-to-date November 2022 Sales Tax revenues are \$42.7 million or 10.8 percent above budget. For comparison purposes, Sales Taxes are 13.9 percent or \$50.0 million higher when compared to the same period in 2021. UTA’s American Rescue Plan stimulus funds were 100 percent withdrawn as of October 31<sup>st</sup>.

Diesel fuel cost in December 2022 was 35.3% lower than November at \$3.13 per gallon. 2022 diesel average price is \$3.92.

**2022 ANALYSIS**

**Ridership**

*(Comparison of Year-To-Date 2022 Actual Ridership to 2022 Forecast and 2019 Actual results)*

**UTA System Ridership  
YTD December 2022**

YTD	Dec 2019 Actual	Dec 2022 Forecast	Dec 2022 Actual	Variance '19 Var	Variance '22 Var	Vs 2019 %	Vs F2022 %
<b>Bus</b>	20,303,086	13,555,088	15,723,537	(4,579,549)	2,168,449	-22.6%	16.0%
<b>Salt Lake</b>	12,492,268	8,990,051	9,773,639	(2,718,629)	783,588	-21.8%	8.7%
<b>Ogden</b>	3,338,527	1,835,958	2,625,969	(712,559)	790,011	-21.3%	43.0%
<b>Timp</b>	4,472,291	2,729,079	3,323,930	(1,148,362)	594,851	-25.7%	21.8%
<b>Light Rail</b>	16,871,929	8,391,677	10,734,066	(6,137,863)	2,342,389	-36.4%	27.9%
<b>FrontRunner</b>	5,193,880	1,809,586	3,230,521	(1,963,359)	1,420,935	-37.8%	78.5%
<b>Micro Transit <sup>1</sup></b>	-	189,128	246,771	-	57,643	0.0%	30.5%
<b>Paratransit</b>	805,121	288,314	790,775	(14,346)	502,461	-1.8%	174.3%
<b>Van Pool</b>	1,065,208	587,139	713,886	(351,322)	126,747	-33.0%	21.6%
<b>Total Ridership</b>	44,239,223	24,820,932	31,439,556	(12,799,668)	6,618,624	-28.9%	26.7%

<sup>1</sup> Micro Transit was a pilot program in 2019 & 2020

### Systemwide

Systemwide, total ridership for 2022 was 31.4 million compared to 2022 ridership forecast of 24.8 million (26.7 percent above 2022 forecast). This amounted to 12.8 million trips (28.9 percent) lower than in 2019. 2022 ridership was positively impacted by the Fare Free February promotion for all modes of transit. Ridership has retained much of the gains achieved in February.

Frontrunner carried 3.2 million passengers in 2022 compared to a ridership forecast of 1.8 million (78.5 percent above forecast). This figure is approximately 37.8 percent lower than 2019 ridership of 5.2 million. <sup>1</sup>

TRAX ridership in 2022 was 27.9 percent above the 2022 forecast with 2.3 million more riders than projected. This is 36.4 percent below 2019 ridership of 16.8 million riders.

Bus ridership in 2022 was 15.7 million as compared to a forecast of 13.5 million (16.0 percent above forecast) and lower than 2019 ridership of 20.3 million (22.6 percent). <sup>2</sup>

Paratransit/Flex 2022 ridership was above 2022 forecast of 288,000 by 174.3 percent, with UTA providing 790,000 trips. This is two percent lower than 2019 ridership for 2019.

Microtransit ridership in 2022 is above forecast by 57,600 or 30.5 percent. Microtransit was a partial year pilot program in 2019 and so 2022 values are not comparable.

Van Pool ridership for 2022 was 714,000 versus a forecast of 587,000, which is 21.6 percent above forecast. 2022 ridership is 33.0 percent lower than in 2019.

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<sup>1</sup> Monthly forecasted ridership calculated using Planning 2022 monthly forecast by mode.

<sup>2</sup> December 2022 Ridership report. UVX numbers included in total Bus ridership numbers.

## Operating Financial Results December 2022 Preliminary

MONTHLY RESULTS					FISCAL YEAR 2022 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
					<b>Revenue</b>					
\$ 56.4	\$ 45.1	\$ 40.3	\$ 4.8	11.9%	Sales Tax (Dec accrual)	\$ 433.4	474.3	\$ 435.7	\$ 38.6	8.9%
0.7	2.9	3.0	(0.1)	-3.9%	Fares	28.5	34.1	34.2	(0.1)	-0.3%
(101.7)	-	-	-	0.0%	Federal	130.6	217.4	159.6	57.8	36.2%
18.7	4.2	1.9	2.3	120.7%	Other *	30.1	26.4	21.7	4.7	21.8%
<b>\$ (25.9)</b>	<b>\$ 52.2</b>	<b>\$ 45.2</b>	<b>\$ 7.0</b>	<b>15.4%</b>	<b>TOTAL REVENUE</b>	<b>\$ 622.6</b>	<b>\$ 752.2</b>	<b>\$ 651.2</b>	<b>\$ 101.0</b>	<b>15.5%</b>
					<b>Expense</b>					
\$ 14.7	\$ 14.1	\$ 14.5	\$ 0.3	2.4%	Salary/Wages	\$ 157.9	\$ 167.9	\$ 172.3	\$ 4.4	2.6%
7.0	6.8	7.1	0.3	4.4%	Fringe Benefits	77.1	81.6	84.8	3.2	3.8%
2.6	5.6	3.2	(2.4)	-73.2%	Services	24.9	34.3	35.3	1.1	3.0%
0.9	1.5	1.9	0.5	23.6%	Parts	17.6	17.4	22.9	5.5	23.9%
0.6	2.4	2.0	(0.4)	-19.7%	Fuel	20.9	32.8	27.5	(5.3)	-19.5%
0.5	0.5	0.6	0.1	21.7%	Utilities	5.7	5.4	6.4	1.0	16.1%
31.7	1.6	3.8	2.2	58.6%	Other	42.3	14.9	24.7	9.8	39.9%
(0.4)	(2.4)	(0.8)	(1.5)	184.2%	Capitalized Cost	(7.5)	(7.9)	(10.7)	(2.8)	26.4%
<b>\$ 57.6</b>	<b>\$ 30.1</b>	<b>\$ 32.4</b>	<b>\$ 2.2</b>	<b>6.9%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 338.9</b>	<b>\$ 346.3</b>	<b>\$ 363.2</b>	<b>\$ 16.8</b>	<b>4.6%</b>
\$ 17.2	\$ 6.3	\$ 8.3	\$ 1.9	23.4%	Debt Service	\$ 102.3	\$ 81.9	\$ 89.9	\$ 8.0	8.9%
<b>\$ (100.7)</b>	<b>\$ 15.7</b>	<b>\$ 4.6</b>	<b>\$ 11.1</b>	<b>243.0%</b>	Contrib. Capital/Reserves	<b>\$ 180.1</b>	<b>\$ 324.0</b>	<b>\$ 198.1</b>	<b>\$ 125.9</b>	<b>63.5%</b>

\*Does not include Sale of Assets

Favorable/(Unfavorable)

\*Does not include Sale of Assets

Favorable/(Unfavorable)

**Note regarding Preliminary December 2022 Financial Results:** UTA is currently undergoing the year-end financial close process. This process typically can last several months as year-end recording of revenue and expenses takes place. Therefore, the financial results being discussed are preliminary and will likely change as the year-end close and audit are completed.

### Revenue

#### Sales Tax Revenue

Due to a lag in reporting from the State of Utah, actual sales tax revenues are reported with a two-month delay. The results shown above (from December financial statements) reflect actual sales tax revenues through November and estimated (accrued) December sales tax revenues.

As shown above, 2022 sales tax revenues (including accruals for December in the financial statements) were \$38.6 million or 8.9 percent higher than budget. Actual sales tax year-over-year growth in November 2022 for almost all counties in UTA's service area has again reached double digit growth.

#### Fare Revenue

Year-end passenger revenue was slightly below budget in December, with total fare revenue of \$34.1 million compared to a budget of \$34.2 million. The small variance can be attributed to the impact of renegotiated fare agreement with our educational and non-profit partners.

### Federal Operating Revenue

For December, year-end Federal revenues were budgeted at \$159.6 million and \$217.4 million has been received. The amounts recorded above budget (\$57.8 million) are primarily due to the delay in recognition of originally planned 2021 grant revenues until 2022.

### Other Revenue

Other revenue sources are \$4.7 million or 21.8% above budget. December year-end investment revenue was \$3.4 million above budget making up much of the positive variance. Also contributing was a positive variance of Advertising revenue of \$0.8 million.

UTA has moved to a longer-term investment strategy paired with increasing PTIF interest rates, which represented an opportunity for investment returns to exceed budgeted targets for 2022.

### **Expenditures**

Operating expenses through the year-end in December were under budget by \$16.8 million or 4.6 percent. The explanation of the underrun is described below along with adjusted expectations when taking delays into account.

### Salary and Wages

Year-end salary and wages were \$4.4 million or 2.6 percent under budget, primarily due to vacancies. The positive variance would have been higher but for overtime costs driven by labor shortages (primarily in operator labor) as discussed below.

### Overtime

Overtime was \$5.2 million over budget for the year, relative to a total overtime budget of \$8.6 million (60 percent).

Year-end operator overtime was \$3.9 million or 68 percent over budget. Salt Lake Bus was over budget by \$1.5 million, Ogden by \$732,000, Light Rail by \$729,000, Riverside by \$450,000 and Timpanogos by \$378,000 with smaller differences elsewhere.

This situation is primarily a function of business units use of overtime to compensate for operator shortages and the impact of double overtime which was in place until April. The double overtime cost was included in the 2022 Budget for the months of January and February.

Non-operator (primarily Bargaining maintenance) December year-end overtime was \$1.3 million (45 percent) over budget. Asset Management overtime was over budget by \$510,000 (118 percent) with employee vacancies impacting this number. Asset Management had significant vacancies in Facilities and MOW that necessitated more overtime in this category (regular wages were \$1,687,000 under budget). Also contributing was Salt Lake Bus maintenance at \$343,000 (86 percent above budget but reg wages under budget by \$626,000), Transit Communications Center at \$108,000 (\$25,000 budget for OT), Commuter Rail at \$86,000 (41 percent above budget), Customer Service at \$93,000 (no OT budget), Paratransit

Maintenance at \$88,000 (126% above budget) and Ogden Maintenance at \$72,000 (114% above budget). Other smaller amounts contributed to the balance.

### Fringe

Year-end, fringe benefit expenses were under budget by \$3.2 million (3.8 percent) primarily due to the impact of vacancies discussed above.

### Vacancies

UTA's vacancy rate is 8.2 percent at the end of December holding steady versus a vacancy rate of 8.2 percent the end of November. Vacancies contribute to the positive wage variance but also contributes to the higher-than-expected overtime expense. However, headcount vacancies of part-time operator positions are 48.1%, which leads to less of savings in wages than might otherwise be anticipated.

### Non-Labor Summary

Year-end, non-labor categories were a net \$9.2 million favorable primarily due to positive variances of \$1.1 million in Services, \$5.5 million in Parts, and \$9.8 million in Other, with negative offsets in Fuel \$(5.3) million, \$(2.8) million in Capitalized Cost, with smaller amounts spread across other categories.

### Services

Services were favorable by \$1.1 million (three percent) due to:

- Information Systems (under \$0.4 million or six percent). This area is much closer to budget than in prior months, as prior month invoicing has been recorded and projects completed. Additional invoices are likely to be processed during the year-end close to get even closer to budgeted amounts.
- Paratransit (under \$1.0 million or 16 percent). Reflects that some of these services have been provided by UTA Special Services instead of the paratransit contractor in Ogden.
- Legal (under \$572,000 or 29%). Invoices for these services are still being processed. About \$130,000 in additional invoices have been processed since the last financial snapshot was taken. Attorney General's office estimates that expenses will come in at least \$300,000 below budget for 2022 because of lower-than-expected outside counsel support for 2022.
- Capital Development (under \$234,000 or 13%). Lower expenses in professional technical services (\$200,000) and grant management consulting special studies (\$34,000) Capital Development is expected to be under budget in Services by \$200,000 at final close.
- Microtransit (under \$334,000 or 5%). Amount has dropped from prior balances and expectations are that they should be close to budget by year-end close.
- Planning. (over budget by \$409,000 or 46%). Primarily reflects the impact of delayed payment in 2022 of an invoice for a study completed in 2021 but not invoiced until 2022.
- People (over \$2.7 million or 168%). Driven by Apprenticeship expenses being charged to Services line item with original budget being shown in Other expense (\$5.5 million

budgeted). A significant amount of this underrun (\$1.5 million) was recognized in the 2023 budget process and authority will be carried over into 2023.

- Balance of items spread across other groups in organization.

### Parts

Year-to-date, Parts were under budget by \$5.5 million (on a \$22.9 million annual budget). Contributing were primarily lower parts usage in Light Rail (\$5.3 million), with smaller amounts in other operating units.

### Fuel and Power

Year-to-date, fuel and power expenses were about \$5.3 million over budget. Actuals continued to exceed budget in this area as higher fuel prices than budgeted for diesel (budget \$2.75/gallon) continued through the year. There is a small volume variance due to slightly lower fuel usage than budgeted of about \$560,000.

### Other

Year to date Other expense has a positive variance of \$9.8 million or 40 percent.

Training and Other Miscellaneous expenses budgeted by the People office account for about \$5.1 million of this positive expense variance. As mentioned above, much of the actual cost for these items was recorded in the Contract Services line item, so there is a higher actual expense recorded in that line item. As a result, the underspend is directly related to the recognition of the maintenance apprenticeship and other recruitment and retention efforts.

Other significant portions of the 'Other' positive variance is associated with Operating Fund contingency and Operations contingency. Year-to-date, COO Contingency expenses were \$2.7 million favorable to budget. Also contributing were positive variances associated with Insurance fees (\$110,000), Vanpool Insurance (\$570,000) and Travel/Training expenses (\$651,000).

The balance of the variance is spread in smaller values among multiple categories across the organization.

### Utilities

Year-end December Utility expenses were \$1.0 million or 16.1 percent lower than budget. Primary cause of positive variance appears to be caused by delays in booking expenses both in non-propulsion power in Asset Management (wayside power) and for cell phones and data circuits in IT. These expenses will be booked in the 13<sup>th</sup> month and utility expenses are projected to be even with budget at final year-end close.

### Capitalized Cost

\$2.8 million below budget due to lower-than-expected charges to capital projects, primarily in Light Rail. Accounting is working with Light Rail to provide a simpler path for

Light Rail to submit the transfer of Capitalized Cost during each monthly accounting close. The amount of this variance has dropped considerably in preliminary December results and is expected to be at or near budget by the end of year-end close as corrections are processed.

## **December 2022 Results**

### **Ridership**

*(Comparison of December 2022 Actual Ridership to 2022 Forecast and 2019 Actual results)*

## **UTA System Ridership December 2022**

MTD	Dec 2019	Dec 2022	Dec 2022	Variance '19	Variance 'F22	Vs 2019	Vs F2022
	Actual	Forecast	Actual	Var	Var	%	%
<b>Bus</b>	1,542,221	1,201,525	1,235,685	(306,535)	34,160	-19.9%	2.8%
<b>Salt Lake</b>	987,000	788,780	791,525	(195,475)	2,745	-19.8%	0.3%
<b>Ogden</b>	244,587	158,537	198,215	(46,372)	39,679	-19.0%	25.0%
<b>Timp</b>	310,633	254,209	245,945	(64,688)	(8,264)	-20.8%	-3.3%
<b>Light Rail</b>	1,394,138	758,133	759,652	(634,486)	1,519	-45.5%	0.2%
<b>FrontRunner</b>	410,299	161,194	254,973	(155,326)	93,779	-37.9%	58.2%
<b>Micro Transit <sup>1</sup></b>	-	15,843	32,440		16,597	0.0%	104.8%
<b>Paratransit</b>	61,535	25,767	62,575	1,040	36,808	1.7%	142.9%
<b>Van Pool</b>	72,056	45,395	69,377	(2,679)	23,982	-3.7%	52.8%
<b>Total Ridership</b>	3,480,249	2,207,857	2,414,703	(1,065,546)	206,846	-30.6%	9.4%

December's total ridership was 2.4 million, which was 207,000 above forecast (9.4 percent), This was 1.1 million (30.6 percent) lower than in 2019.

Frontrunner carried 254,000 passengers in December compared to a ridership forecast of 161,000 (58.2 percent higher). This figure is 37.9 percent lower than 2019 ridership of 410,000<sup>3</sup>

TRAX ridership in December was 0.2 percent above the December forecast of 758,000 riders. This is 45.5 percent below December 2019 ridership of 1.4 million riders.

Bus ridership in December was 34,000 higher as compared to a forecast of 1.2 million (2.8 percent higher) and 19.9 percent below 2019 ridership of 1.54 million.<sup>4</sup>

<sup>3</sup> Monthly forecasted ridership calculated using Planning 2022 yearly forecast by mode.

<sup>4</sup> December 2022 Ridership report. UVX numbers included in total Bus ridership numbers.

Paratransit/Flex ridership was above December forecast of 36,000 by 142.9 percent, with UTA providing 62,000 trips. This is 1.7 percent higher than 2019 ridership for the same period.

Microtransit ridership in December was above forecast by 17,000 or 104.8 percent. Microtransit was a partial year pilot program in 2019 and so 2022 values are not comparable.

Vanpool ridership for December was 69,000 versus a forecast of 45,000, which is 52.8 percent above forecast. Ridership is 3.7 percent lower than the same month in 2019.

MONTHLY RESULTS					FISCAL YEAR 2022 Dollars in Millions	YEAR-TO-DATE RESULTS				
Prior Year Actual	Current Year					Prior Year Actual	Current Year			
	Actual	Budget	Variance			Actual	Budget	Variance		
					<b>Revenue</b>					
\$ 56.4	\$ 45.1	\$ 40.3	\$ 4.8	11.9%	Sales Tax (Dec accrual)	\$ 433.4	474.3	\$ 435.7	\$ 38.6	8.9%
0.7	2.9	3.0	(0.1)	-3.9%	Fares	28.5	34.1	34.2	(0.1)	-0.3%
(101.7)	-	-	-	0.0%	Federal	130.6	217.4	159.6	57.8	36.2%
18.7	4.2	1.9	2.3	120.7%	Other *	30.1	26.4	21.7	4.7	21.8%
<b>\$ (25.9)</b>	<b>\$ 52.2</b>	<b>\$ 45.2</b>	<b>\$ 7.0</b>	<b>15.4%</b>	<b>TOTAL REVENUE</b>	<b>\$ 622.6</b>	<b>\$ 752.2</b>	<b>\$ 651.2</b>	<b>\$ 101.0</b>	<b>15.5%</b>
					<b>Expense</b>					
\$ 14.7	\$ 14.1	\$ 14.5	\$ 0.3	2.4%	Salary/Wages	\$ 157.9	\$ 167.9	\$ 172.3	\$ 4.4	2.6%
7.0	6.8	7.1	0.3	4.4%	Fringe Benefits	77.1	81.6	84.8	3.2	3.8%
2.6	5.6	3.2	(2.4)	-73.2%	Services	24.9	34.3	35.3	1.1	3.0%
0.9	1.5	1.9	0.5	23.6%	Parts	17.6	17.4	22.9	5.5	23.9%
0.6	2.4	2.0	(0.4)	-19.7%	Fuel	20.9	32.8	27.5	(5.3)	-19.5%
0.5	0.5	0.6	0.1	21.7%	Utilities	5.7	5.4	6.4	1.0	16.1%
31.7	1.6	3.8	2.2	58.6%	Other	42.3	14.9	24.7	9.8	39.9%
(0.4)	(2.4)	(0.8)	(1.5)	184.2%	Capitalized Cost	(7.5)	(7.9)	(10.7)	(2.8)	26.4%
<b>\$ 57.6</b>	<b>\$ 30.1</b>	<b>\$ 32.4</b>	<b>\$ 2.2</b>	<b>6.9%</b>	<b>TOTAL EXPENSE</b>	<b>\$ 338.9</b>	<b>\$ 346.3</b>	<b>\$ 363.2</b>	<b>\$ 16.8</b>	<b>4.6%</b>
\$ 17.2	\$ 6.3	\$ 8.3	\$ 1.9	23.4%	Debt Service	\$ 102.3	\$ 81.9	\$ 89.9	\$ 8.0	8.9%
<b>\$ (100.7)</b>	<b>\$ 15.7</b>	<b>\$ 4.6</b>	<b>\$ 11.1</b>	<b>243.0%</b>	Contrib. Capital/Reserves	<b>\$ 180.1</b>	<b>\$ 324.0</b>	<b>\$ 198.1</b>	<b>\$ 125.9</b>	<b>63.5%</b>
				Favorable/(Unfavorable)						Favorable/(Unfavorable)

\*Does not include Sale of Assets

\*Does not include Sale of Assets

## Revenue

For the month of December, revenues were \$52.2 million (15.4 percent above budget). Accrued sales tax revenue was \$4.8 million above budget. Farebox revenue was 3.9% below budget, primarily due to the impact of the holidays and lower revenues from renegotiated contracts with educational and other partners. There were no Federal payments recorded for the month as the formula grants are pending. Once these grants are approved, (approval anticipated in February), UTA will draw down an estimated \$58 million in accrued eligible operational expenses – which will be recorded as federal income in 2023. Other revenues came in higher than budget with a \$2.3 million variance (120.7 percent), due to higher than budgeted Other revenue. Other revenue was associated with Investment revenue of \$1.6 million, Interlocal proceeds of \$1.7 million (SLC service funding), Advertising revenue of \$194,000 and \$60,000 of other non-transit revenue.

## Expenditures

The December expense variance of \$2.2 million or 6.9 percent below plan is a direct result of positive variances in Wage costs of \$0.3 million, underspend of \$0.3 million in Fringe expense, under budget spend of \$0.5 million in Parts, \$2.2 million of underspend in Other expenses directly related to the agency's contingency and higher-than-budgeted offsets to capital (\$1.5 million). Offsetting this were higher than budgeted Services costs of \$2.4 million.

*Notable impacts to the variance were:*

Parts: \$0.5 million under budget. Light Rail spending on parts was \$240,000 under budget and Bus/Support Maintenance and under budget of \$125,000. The excess amounts under budget have been expected. Offsetting this amount somewhat were Commuter Rail parts, Ogden Bus, and Maintenance of Way. Parts expenses are projected to be even with budget at final year-end close as invoices will continue to be processed during the 13<sup>th</sup> month process.

Services: \$2.4 million spend over budget, 73.2 percent over plan. The majority of the overspend for the month was for the invoice catch-up of contracted Paratransit and the IT expense for services and software-as-a-service license billings expensed in December.

Fuel/Power: Over budget \$0.4 million (19.7 percent), driven by the cost of fuel and inflation. December diesel cost of \$3.13 a gallon versus a budget of \$2.75 a gallon. December's diesel price was the lowest monthly price since January 2022. Propulsion power for Light rail was budgeted at a rate of \$0.92 per mile with an actual year-end propulsion power expense of \$.79 Per mile.

Utilities: *Close to budget* \$0.1 million, primarily due to the processing of outstanding invoices in the wake of delayed billing because of construction and requested corrections to outstanding invoices from prior months.

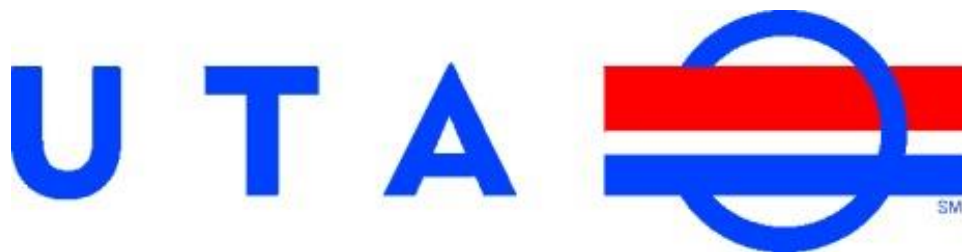
Capitalized Cost: \$1.5 million over budget (positive variance) for December. Most of this variance is associated with parts usage by Light Rail. In addition, Accounting is working with Light Rail and Asset Management to help facilitate a simpler process for the transfer of Capitalized Cost and parts during the monthly accounting close process. Currently this transfer has only been initiated every six months and so we see the impacts of 'catch up' entries in December's results as corrections are processed in the 13<sup>th</sup> month.

# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

December 31, 2022  
Preliminary



	2022 YTD ACTUAL	2022 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (36,324,895)	\$ (35,577,000)	\$ 747,895	2%
2 Operating Expenses	346,312,878	363,157,000	16,844,122	5%
3 Net Operating Income (Loss)	<u>(309,987,983)</u>	<u>(327,580,000)</u>	<u>17,592,017</u>	<u>5%</u>
4 Capital Revenue	(133,636,709)	(242,838,154)	(109,201,445)	-45%
5 Capital Expenses	202,070,182	334,145,100	132,074,918	40%
6 Net Capital Income (Loss)	<u>(68,433,473)</u>	<u>(91,306,946)</u>	<u>22,873,473</u>	<u>25%</u>
7 Sales Tax	(474,289,759)	(435,700,000)	38,589,759	9%
8 Other Revenue	(241,645,001)	(179,881,000)	61,764,001	34%
9 Debt Service	81,880,372	89,957,744	8,077,372	9%
10 Sale of Assets	4,518,152	-	(4,518,152)	
11 Net Non-Operating Income (Loss)	<u>629,536,236</u>	<u>525,623,256</u>	<u>103,912,980</u>	<u>20%</u>
12 Contribution to Cash Balance	<u>\$ 251,114,780</u>	<u>\$ 106,736,310</u>	<u>\$ 144,378,471</u>	<u>135%</u>
13 Amortization	10,842,482			
14 Depreciation	143,768,549			
15 Total Non-cash Items	<u>\$ 154,611,031</u>			

STATISTICS

RIDERSHIP

2021 Actual	December 2022	December 2021	Difference	2022 YTD	2021 YTD	Difference
16 23,961,002	2,414,703	2,132,825	281,878	31,439,554	23,993,153	7,446,401

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 346,312,878
18 Less: Passenger Revenue	- (34,110,895)
19 Subtotal	312,201,983
20 Divided by: Ridership	÷ 31,439,554
21 Subsidy per Rider	<u>\$ 9.93</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of December 31, 2022

EXHIBIT 1-2

**BALANCE SHEET**

	<u>12/31/2022</u>	<u>12/31/2021</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 28,284,512	\$ 23,511,629
2 Investments (Unrestricted)	514,197,819	319,069,204
3 Investments (Restricted)	114,764,946	130,932,108
4 Receivables	86,151,464	95,297,482
5 Receivables - Federal Grants	3,872,751	32,359,923
6 Inventories	39,521,705	34,175,227
7 Prepaid Expenses	1,657,952	2,245,414
<b>8 TOTAL CURRENT ASSETS</b>	<b><u>\$ 788,451,149</u></b>	<b><u>\$ 637,590,987</u></b>
9 Property, Plant & Equipment (Net)	2,943,574,587	2,887,958,168
10 Other Assets	120,172,210	166,412,202
<b>11 TOTAL ASSETS</b>	<b><u>\$ 3,852,197,946</u></b>	<b><u>\$ 3,691,961,357</u></b>
12 Current Liabilities	67,287,040	224,865,031
14 Net Pension Liability	90,642,486	90,642,486
15 Outstanding Debt	2,372,929,018	2,350,033,257
16 Net Investment in Capital Assets	720,544,234	667,968,269
17 Restricted Net Position	54,394,968	27,015,061
18 Unrestricted Net Position	546,400,200	331,437,253
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 3,852,197,946</u></b>	<b><u>\$ 3,691,961,357</u></b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ -	\$ 3,243
21 2010/2015 Bond DSR Proceeds	-	339
22 2018 Bond Proceeds	4,037,064	9,169,814
23 2019 Bond Proceeds	22,818,966	60,228,857
24 Debt Service Interest Payable	25,973,657	17,569,593
25 Risk Contingency Fund	8,050,656	8,048,413
26 Catastrophic Risk Reserve Fund	1,107,051	1,101,258
27 Box Elder County ROW (sales tax)	2,691,331	1,871,710
28 Utah County 4th Qtr (sales tax)	8,174,443	173,235
29 Davis County Escrow	-	8
30 SL County Escrow	-	299,730
31 Amounts held in escrow	41,911,778	32,465,908
<b>32 TOTAL RESTRICTED RESERVES</b>	<b><u>\$ 114,764,946</u></b>	<b><u>\$ 130,932,108</u></b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	72,100,000	72,100,000
34 Service Sustainability Reserves	12,017,000	12,017,000
35 Capital Reserve	45,616,000	45,616,000
36 Debt Reduction Reserve	30,000,000	30,000,000
<b>37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b><u>\$ 159,733,000</u></b>	<b><u>\$ 159,733,000</u></b>
<b>38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b><u>\$ 274,497,946</u></b>	<b><u>\$ 290,665,108</u></b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of December 31, 2022

REVENUE & EXPENSES

	ACTUAL Dec-22	ACTUAL Dec-21	YTD 2022	YTD 2021
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,915,808)	\$ (654,170)	\$ (34,110,895)	\$ (28,510,458)
2 Advertising Revenue	(193,500)	(267,200)	(2,214,000)	(1,875,729)
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,109,308)</b>	<b>\$ (921,370)</b>	<b>\$ (36,324,895)</b>	<b>\$ (30,386,187)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 9,805,252	\$ 9,032,444	\$ 121,378,497	\$ 108,575,280
5 Commuter Rail	2,647,616	8,567,166	28,575,869	29,485,782
6 Light Rail	1,943,852	11,562,296	39,243,840	47,246,937
7 Maintenance of Way	910,839	942,106	17,950,470	18,210,519
8 Paratransit Service	2,520,325	2,285,641	25,492,748	24,036,289
9 RideShare/Van Pool Services	398,640	261,372	3,448,898	3,587,718
10 Microtransit	855,755	863,394	6,446,403	3,046,884
11 Operations Support	6,138,875	5,775,875	59,248,336	50,621,841
12 Administration	4,196,362	17,528,792	36,621,777	46,901,165
13 Planning/Capital Development/Real Estate	715,943	773,174	7,906,040	7,172,022
14 Non-Departmental	-	-	-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,133,459</b>	<b>\$ 57,592,260</b>	<b>\$ 346,312,878</b>	<b>\$ 338,884,437</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 27,024,151</b>	<b>\$ 56,670,890</b>	<b>\$ 309,987,983</b>	<b>\$ 308,498,250</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(1,580,910)	(175,027)	(8,516,807)	(1,432,026)
18 Sales Tax Revenue <sup>1</sup>	(45,052,673)	(56,422,179)	(474,289,759)	(433,360,729)
19 Other Revenue	(2,418,320)	(18,290,933)	(15,706,287)	(26,759,209)
20 Fed Operations/Preventative Maint. Revenue	-	101,661,627	(217,421,907)	(130,631,095)
21 Bond Interest	5,974,173	16,985,464	78,569,737	97,363,753
22 Bond Interest UTCT	72,181	152,441	1,668,728	1,926,421
23 Bond Cost of Issuance/Fees	10,176	9,050	83,420	1,800,008
24 Lease Interest	265,346	93,806	1,558,487	1,198,247
25 Sale of Assets	7,186,503	3,852,689	4,518,152	(1,411,431)
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (35,543,524)</b>	<b>\$ 47,866,938</b>	<b>\$ (629,536,236)</b>	<b>\$ (491,306,061)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 8,519,373</b>	<b>\$ (104,537,828)</b>	<b>\$ 319,548,253</b>	<b>\$ 182,807,811</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(355,796)	(378,378)	(4,276,176)	(4,526,590)
28 Bond Refunding Cost Amortization	1,192,102	293,695	14,307,744	3,524,334
29 Future Revenue Cost Amortization	67,576	67,576	810,914	810,914
30 Depreciation	12,379,018	1,897,705	143,768,549	134,048,888
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 13,282,900</b>	<b>\$ 1,880,598</b>	<b>\$ 154,611,031</b>	<b>\$ 133,857,546</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-4

As of December 31, 2022

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Dec-22	Dec-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,915,808)	\$ (3,032,640)	\$ (116,832)	-4%
2 Advertising Revenue	(193,500)	(125,000)	68,500	55%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (3,109,308)</b>	<b>\$ (3,157,640)</b>	<b>\$ (48,332)</b>	<b>-2%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 9,805,252	\$ 10,218,480	\$ 413,228	4%
5 Commuter Rail	2,647,616	2,290,342	(357,274)	-16%
6 Light Rail	1,943,852	3,513,684	1,569,832	45%
7 Maintenance of Way	910,839	1,380,466	469,627	34%
8 Paratransit Service	2,520,325	2,197,992	(322,333)	-15%
9 RideShare/Van Pool Services	398,640	316,756	(81,884)	-26%
10 Microtransit	855,755	673,082	(182,673)	-27%
11 Operations Support	6,138,875	5,750,821	(388,054)	-7%
12 Administration	4,196,362	4,102,490	(93,872)	-2%
13 Planning/Capital Development/Real Estate	715,943	927,002	211,059	23%
14 Non-Departmental	-	1,000,000	1,000,000	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,133,459</b>	<b>\$ 32,371,115</b>	<b>\$ 2,237,656</b>	<b>7%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 27,024,151</b>	<b>\$ 29,213,475</b>	<b>\$ 2,189,324</b>	<b>7%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (1,580,910)	\$ (562,000)	\$ 1,018,910	181%
18 Sales Tax Revenue	(45,052,673)	(40,272,000)	4,780,673	12%
19 Other Revenue	(2,418,320)	(1,213,000)	1,205,320	99%
20 Fed Operations/Preventative Maint. Revenue	-	-	-	
21 Bond Interest	5,974,173	7,749,362	1,775,189	23%
22 Bond Interest UTCT	72,181	148,357	76,176	51%
23 Bond Cost of Issuance/Fees	10,176	11,000	824	7%
24 Lease Interest	265,346	345,484	80,138	23%
25 Sale of Assets	7,186,503	-	(7,186,503)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (35,543,524)</b>	<b>\$ (33,792,796)</b>	<b>\$ 1,750,728</b>	<b>5%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 8,519,373</b>	<b>\$ 4,579,321</b>		

BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)

EXHIBIT 1-4A

As of December 31, 2022

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	Dec-22	Dec-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 321,949	\$ 245,710	\$ (76,239)	-31%
2 Executive Director	599,755	707,358	107,603	15%
3 Chief Communication Officer	449,940		(449,940)	
4 Chief Planning and Engagement Officer	1,601,789	1,466,717	(135,072)	-9%
5 Chief Finance Officer	1,261,372	1,250,953	(10,419)	-1%
6 Chief Operating Officer	21,516,019	23,409,195	1,893,176	8%
7 Chief People Officer	1,846,966	1,756,656	(90,310)	-5%
8 Chief Development Officer	551,350	710,792	159,442	22%
9 Chief Enterprise Strategy Officer	1,984,319	1,823,734	(160,585)	-9%
10 Non-Departmental	-	1,000,000	1,000,000	100%
11 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,133,459</b>	<b>\$ 32,371,115</b>	<b>\$ 2,237,656</b>	<b>7%</b>

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	Dec-22	Dec-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING EXPENSE</b>				
12 Board of Trustees	\$ 2,645,379	\$ 2,702,000	\$ 56,621	2%
13 Executive Director	6,294,937	8,490,000	2,195,063	26%
14 Chief Communication Officer	1,476,749	-	(1,476,749)	
15 Chief Planning and Engagement Officer	13,874,711	14,884,000	1,009,289	7%
16 Chief Finance Officer	14,029,721	14,636,000	606,279	4%
17 Chief Operating Officer	268,929,457	275,658,000	6,728,543	2%
18 Chief People Officer	13,227,794	15,479,000	2,251,206	15%
19 Chief Development Officer	5,808,507	7,783,000	1,974,493	25%
20 Chief Enterprise Strategy Officer	20,025,623	22,525,000	2,499,377	11%
21 Non-Departmental	-	1,000,000	1,000,000	100%
22 <b>TOTAL OPERATING EXPENSE</b>	<b>\$346,312,878</b>	<b>\$ 363,157,000</b>	<b>\$ 16,844,122</b>	<b>5%</b>

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of December 31, 2022

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Dec-22	Dec-22	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (34,110,895)	\$ (34,200,000)	\$ (89,105)	0%
2 Advertising Revenue	(2,214,000)	(1,377,000)	837,000	61%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (36,324,895)</b>	<b>\$ (35,577,000)</b>	<b>\$ 747,895</b>	<b>2%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 121,378,497	\$ 120,064,000	\$ (1,314,497)	-1%
5 Commuter Rail	28,575,869	27,142,194	(1,433,675)	-5%
6 Light Rail	39,243,840	42,030,753	2,786,913	7%
7 Maintenance of Way	17,950,470	20,649,053	2,698,583	13%
8 Paratransit Service	25,492,748	26,217,000	724,252	3%
9 RideShare/Van Pool Services	3,448,898	3,795,000	346,102	9%
10 Microtransit	6,446,403	6,730,977	284,574	4%
11 Operations Support	59,248,336	61,736,000	2,487,664	4%
12 Administration	36,621,777	44,299,023	7,677,246	17%
13 Planning/Capital Development/Real Estate	7,906,040	9,493,000	1,586,960	17%
14 Non-Departmental	-	1,000,000	1,000,000	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 346,312,878</b>	<b>\$ 363,157,000</b>	<b>\$ 16,844,122</b>	<b>5%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 309,987,983</b>	<b>\$ 327,580,000</b>	<b>\$ 17,592,017</b>	<b>5%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (8,516,807)	\$ (5,160,000)	\$ 3,356,807	65%
18 Sales Tax Revenue	(474,289,759)	(435,700,000)	38,589,759	9%
19 Other Revenue	(15,706,287)	(15,121,000)	585,287	4%
20 Fed Operations/Preventative Maint. Revenue	(217,421,907)	(159,600,000)	57,821,907	36%
21 Bond Interest	78,569,737	85,722,000	7,152,263	8%
22 Bond Interest UTCT	1,668,728	1,896,054	227,326	12%
23 Bond Cost of Issuance/Fees	83,420	75,000	(8,420)	-11%
24 Lease Interest	1,558,487	2,264,690	706,203	31%
25 Sale of Assets	4,518,152	-	(4,518,152)	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (629,536,236)</b>	<b>\$ (525,698,256)</b>	<b>\$ 103,837,980</b>	<b>20%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 319,548,253</b>	<b>\$ 198,118,256</b>		

CAPITAL PROJECTS  
(UNAUDITED)  
As of December 31, 2022

EXHIBIT 1-6

	2022 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 31,523,319	\$ 47,861,863	65.9%
2 INFORMATION TECHNOLOGY	4,702,944	17,405,978	27.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	4,725,666	9,040,281	52.3%
4 CAPITAL PROJECTS	33,553,037	106,829,922	31.4%
5 AIRPORT STATION RELOCATION	120,605	128,000	94.2%
6 STATE OF GOOD REPAIR	33,585,371	52,976,642	63.4%
7 DEPOT DISTRICT	31,747,441	36,694,150	86.5%
8 OGDEN/WEBER STATE BRT	51,898,701	47,229,117	109.9%
9 TIGER	10,213,097	15,979,147	63.9%
10 TOTAL	<u>\$ 202,070,182</u>	<u>\$ 334,145,100</u>	60.5%
<b>REVENUES</b>			
11 GRANT	\$ 72,647,381	\$ 85,192,380	85.3%
12 STATE CONTRIBUTION	2,195,200	13,914,417	15.8%
13 LEASES (PAID TO DATE)	28,034,496	51,875,592	54.0%
14 BONDS	26,662,599	61,439,830	43.4%
15 LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16 UTA FUNDING	68,433,473	77,829,952	87.9%
17 TOTAL	<u>\$ 202,070,182</u>	<u>\$ 320,668,106</u>	63.0%

As of December 31, 2022

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Dec-22	Dec-21	2022	2021
<b>UTA</b>				
Fully Allocated Costs	30,133,459	57,592,260	346,312,878	338,884,437
Passenger Farebox Revenue	2,915,807	654,170	34,110,895	28,313,782
Passengers	2,414,703	2,132,825	31,439,554	23,993,153
Farebox Recovery Ratio	9.7%	1.1%	9.8%	8.4%
Actual Subsidy per Rider	\$11.27	\$26.70	\$9.93	\$12.94
<b>BUS SERVICE</b>				
Fully Allocated Costs	15,240,918	31,194,540	172,196,781	165,801,493
Passenger Farebox Revenue	1,236,922	(692,877)	14,850,838	12,348,558
Passengers	1,235,685	1,041,565	15,723,537	12,308,212
Farebox Recovery Ratio	8.1%	-2.2%	8.6%	7.4%
Actual Subsidy per Rider	\$11.33	\$30.61	\$10.01	\$12.47
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,047,791	14,489,066	89,586,868	81,444,732
Passenger Farebox Revenue	645,587	579,766	8,084,479	6,699,572
Passengers	759,652	793,051	10,734,064	8,403,862
Farebox Recovery Ratio	10.7%	4.0%	9.0%	8.2%
Actual Subsidy per Rider	\$7.11	\$17.54	\$7.59	\$8.89
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,444,224	7,011,837	43,190,341	49,277,433
Passenger Farebox Revenue	373,297	351,642	5,232,106	4,066,260
Passengers	254,973	190,052	3,230,521	2,062,333
Farebox Recovery Ratio	8.4%	5.0%	12.1%	8.3%
Actual Subsidy per Rider	\$15.97	\$35.04	\$11.75	\$21.92
<b>MICROTRANSIT</b>				
Fully Allocated Costs	943,929	982,008	7,255,755	4,012,441
Passenger Farebox Revenue	29,670	6,056	208,492	59,707
Passengers	32,440	8,147	246,771	78,630
Farebox Recovery Ratio	3.1%	0.6%	2.9%	1.5%
Actual Subsidy per Rider	\$28.18	\$119.79	\$28.56	\$50.27
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,704,586	2,476,351	27,321,599	31,355,147
Passenger Farebox Revenue	303,229	271,071	2,692,635	2,295,242
Passengers	62,575	53,548	790,775	562,843
Farebox Recovery Ratio	11.2%	10.9%	9.9%	7.3%
Actual Subsidy per Rider	\$38.38	\$41.18	\$31.15	\$51.63
<b>RIDESHARE</b>				
Fully Allocated Costs	752,012	1,438,458	6,761,535	6,993,191
Passenger Farebox Revenue	327,102	138,512	3,042,345	2,844,443
Passengers	69,377	46,461	713,886	577,272
Farebox Recovery Ratio	43.5%	9.6%	45.0%	40.7%
Actual Subsidy per Rider	\$6.12	\$27.98	\$5.21	\$7.19

As of December 31, 2022

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Dec-22	Dec-21	2022	2021
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$15,240,918	\$31,194,540	\$172,196,781	\$165,801,493
Light Rail Service	\$6,047,791	\$14,489,066	\$89,586,868	\$81,444,732
Commuter Rail Service	\$4,444,224	\$7,011,837	\$43,190,341	\$49,277,433
Microtransit	\$943,929	\$982,008	\$7,255,755	\$4,012,441
Paratransit	\$2,704,586	\$2,476,351	\$27,321,599	\$31,355,147
Rideshare	\$752,012	\$1,438,458	\$6,761,535	\$6,993,191
<b>UTA</b>	<b>\$30,133,459</b>	<b>\$57,592,260</b>	<b>\$346,312,878</b>	<b>\$338,884,437</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,236,922	(\$692,877)	\$14,850,838	\$12,348,558
Light Rail Service	\$645,587	\$579,766	\$8,084,479	\$6,699,572
Commuter Rail Service	\$373,297	\$351,642	\$5,232,106	\$4,066,260
Microtransit	\$29,670	\$6,056	\$208,492	\$59,707
Paratransit	\$303,229	\$271,071	\$2,692,635	\$2,295,242
Rideshare	\$327,102	\$138,512	\$3,042,345	\$2,844,443
<b>UTA</b>	<b>\$2,915,807</b>	<b>\$654,170</b>	<b>\$34,110,895</b>	<b>\$28,313,782</b>
<b>PASSENGERS</b>				
Bus Service	1,235,685	1,041,565	15,723,537	12,308,212
Light Rail Service	759,652	793,051	10,734,064	8,403,862
Commuter Rail Service	254,973	190,052	3,230,521	2,062,333
Microtransit	32,440	8,147	246,771	78,630
Paratransit	62,575	53,548	790,775	562,843
Rideshare	69,377	46,461	713,886	577,272
<b>UTA</b>	<b>2,414,703</b>	<b>2,132,825</b>	<b>31,439,554</b>	<b>23,993,153</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	8.1%	-2.2%	8.6%	7.4%
Light Rail Service	10.7%	4.0%	9.0%	8.2%
Commuter Rail Service	8.4%	5.0%	12.1%	8.3%
Microtransit	3.1%	0.6%	2.9%	1.5%
Paratransit	11.2%	10.9%	9.9%	7.3%
Rideshare	43.5%	9.6%	45.0%	40.7%
<b>UTA</b>	<b>9.7%</b>	<b>1.1%</b>	<b>9.8%</b>	<b>8.4%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$11.33	\$30.61	\$10.01	\$12.47
Light Rail Service	\$7.11	\$17.54	\$7.59	\$8.89
Commuter Rail Service	\$15.97	\$35.04	\$11.75	\$21.92
Microtransit	\$28.18	\$119.79	\$28.56	\$50.27
Paratransit	\$38.38	\$41.18	\$31.15	\$51.63
Rideshare	\$6.12	\$27.98	\$5.21	\$7.19
<b>UTA</b>	<b>\$11.27</b>	<b>\$26.70</b>	<b>\$9.93</b>	<b>\$12.94</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of December 31, 2022

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government <sup>1</sup>	\$ 3,872,751	\$ 3,872,751	-	-	-	-
2 Sales Tax Contributions	79,483,426	39,662,673	\$ 39,820,753	-	-	-
3 Warranty Recovery	1,793,608	1,793,608	-	-	-	-
4 Build America Bond Subsidies	1,280,783	1,280,783	-	-	-	-
5 Product Sales and Development	654,532	462,945	30,480	\$ 24,657	\$ 10,407	\$ 126,043
6 Pass Sales	(4,089)	112,883	50,313	58,445	(22,420)	(203,310)
7 Property Management	134,344	83,041	5,513	2	1,396	44,392
8 Vanpool/Rideshare	147,228	83,000	24,162	10,789	18,524	10,753
9 Salt Lake City Agreement	610,132	610,132	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	1,548,964	1,268,409	135,864	-	-	144,691
12 Other	502,536	502,536	-	-	-	-
13 <b>Total</b>	<b>\$ 90,024,215</b>	<b>\$ 49,732,761</b>	<b>\$ 40,067,085</b>	<b>\$ 93,893</b>	<b>\$ 7,907</b>	<b>\$ 122,569</b>

**Percentage Due by Aging**

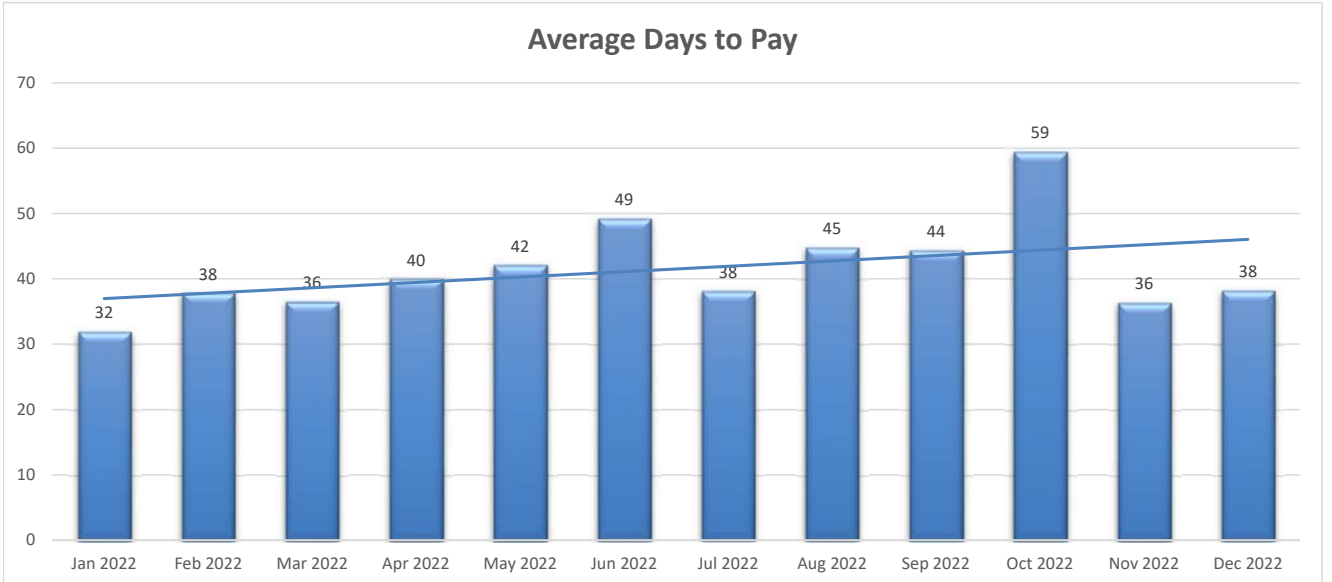
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	49.9%	50.1%	0.0%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	70.7%	4.7%	3.8%	1.6%	19.3%	
19 Pass Sales	-2760.7%	-1230.4%	-1429.3%	548.3%	4972.1%	
20 Property Management	61.8%	4.1%	0.0%	1.0%	33.0%	
21 Vanpool/Rideshare	56.4%	16.4%	7.3%	12.6%	7.3%	
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Planning						
24 Capital Development Agreements	81.9%	8.8%	0.0%	0.0%	9.3%	
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
26 <b>Total</b>	<b>55.2%</b>	<b>44.5%</b>	<b>0.1%</b>	<b>0.0%</b>	<b>0.1%</b>	

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM DECEMBER 1, 2022 THROUGH DECEMBER 31, 2022  
(UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	12/1/2022	\$ 300,054.22
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	12/1/2022	972,446.60
21-3531BM	5/3/2022	SELECT HEALTH	ZION-ACH	12/1/2022	803,104.40
21-3531BM	5/3/2022	SELECT HEALTH	ZION-ACH	12/1/2022	818,172.20
18-2789TP	10/25/2018	CAREATC INC.	893063	12/7/2022	242,364.66
21-3488VW	10/29/2021	R & O CONSTRUCTION	893064	12/7/2022	332,876.35
20-3378VW	6/24/2021	C3M POWER SYSTEMS LLC	893065	12/7/2022	545,503.38
19-03125BM	12/23/2019	RHINEHART OIL CO. INC.	893066	12/7/2022	648,230.77
20-3349VW	6/9/2021	STACY AND WITBECK, INC.	893067	12/7/2022	684,838.40
18-2741	8/23/2018	BIG-D CONSTRUCTION	893068	12/7/2022	1,656,046.90
21-3530BM	5/3/2022	PEHP	ZION-ACH	12/7/2022	275,755.26
21-3530BM	5/3/2022	PEHP	ZION-ACH	12/10/2022	284,418.80
R2022-4754-1	1/1/2016	CITY OF OREM	371684	12/14/2022	443,146.93
19-03125BM	12/23/2019	RHINEHART OIL CO. INC.	893149	12/14/2022	266,058.39
21-3410VW	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC.	893150	12/14/2022	289,346.71
19-2972PP	1/24/2019	TRAPEZE SOFTWARE GROUP, INC.	893151	12/14/2022	368,608.00
19-3038VW	7/31/2019	PARAMETRIX INC.	893152	12/14/2022	403,437.61
21-3530BM	5/3/2022	PEHP	ZION-ACH	12/14/2022	279,714.44
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	12/15/2022	283,751.66
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	12/15/2022	923,284.34
R2022-04-01		ROCKY MOUNTAIN POWER	371860	12/21/2022	477,648.54
20-P00017	10/2/2020	PARK CITY MUNICIPAL CORPORATION	371947	12/21/2022	442,989.00
20-P00017	10/2/2020	PARK CITY MUNICIPAL CORPORATION	371947	12/21/2022	500,000.00
20-3349VW	6/9/2021	STACY AND WITBECK, INC.	893230	12/21/2022	249,572.59
20-03243PP	6/1/2020	MV PUBLIC TRANSPORTATION	893231	12/21/2022	259,369.96
20-03282	12/4/2020	USSC GROUP, INC.	893232	12/21/2022	371,400.00
19-03125BM	12/23/2019	RHINEHART OIL CO. INC.	893233	12/21/2022	528,417.74
16-1680PP	5/1/2016	GILLIG CORPORATION	893234	12/21/2022	643,529.62
22-03546VW	5/14/2022	XPAN INTERACTIVE USA INC.	893235	12/21/2022	735,974.48
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	12/21/2022	550,366.94
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	12/21/2022	353,352.35
R2022-0930MR	12/2/2022	SALT LAKE CITY CORP. ++	371994	12/28/2022	1,000,000.00
R2022-0930MR	10/7/2022	SALT LAKE CITY CORP. ++	371994	12/28/2022	1,051,920.00
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	12/28/2022	494,768.58
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	12/28/2022	353,352.35
R2022-04-02		SIEMENS MOBILITY, INC.	893311	12/29/2022	215,571.64
19-03043BM	7/2/2019	VIA TRANSPORTATION INC	893312	12/29/2022	608,934.52
22-P00169	6/15/2022	UTAH DEPARTMENT OF TRANSPORTATION	893313	12/29/2022	5,057,459.49
18-02925BM	8/1/2019	JACOBS ENGINEERING	893329	12/29/2022	279,986.04
20-3382VW	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	893330	12/29/2022	517,577.50
20-03384VW	4/17/2021	HNTB CORPORATION	893331	12/29/2022	586,803.08
18-2741	8/23/2018	BIG-D CONSTRUCTION	893332	12/29/2022	2,176,955.17
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	12/29/2022	286,527.46
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	12/29/2022	929,571.68





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Troy Bingham, Comptroller  
Rob Lamph, Assistant Treasurer

**TITLE:**

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**Investment Report - Fourth Quarter 2022**

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The investment report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

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**DISCUSSION:**

As of December 31, 2022, the benchmark return (Fed Fund Rate) was 4.22%. Investment returns at the State of Utah's Public Treasurer's Investment Fund (PTIF) (3.853%), Zions Corporate Trust (3.853%), and Chandler Asset Management (2.05%) did not exceed the benchmark return. Investment returns in the overnight account at Zions Bank (4.04%) were also below the benchmark return, but the overnight sweeps account is still outperforming all other investments at UTA.

The blended portfolio return rate of 2.782% did not exceed the benchmark rate due to the rapidly increasing interest rate environment we are currently experiencing.

All investments are in accordance with the State Money Management Act.

Chandler Investments Advisors have invested UTA's funds as outlined on the attached chart.

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**ALTERNATIVES:**

The Treasurer could continue to increase investments and extend the duration of the Chandler Investment Portfolio further than 5 years to ensure continued returns, but that strategy would forego the advantages of the higher rate portfolios like PTIF, and the overnight investment rate at Zions Bank.

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**FISCAL IMPACT:**

Investment for 2022 earned UTA \$8,470,320. The investment income budget for 2022 was \$3,668,000. Investments in the Chandler Investment Portfolio are subject to mark-to-mark adjustments in UTA's financial statements for 2022 which will reflect lower than presented today.

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**ATTACHMENTS:**

UTA Chandler Investment Portfolio

**Utah Transit Authority**  
**Chandler Investment Portfolio**  
**December 31, 2022**

\$	Year									
	2023	2024	2025	2026	2027	2028	2029	2030	2032	Grand Total
Agency	10,926,630	27,484,157	6,862,147	1,459,536	7,131,926					53,864,396
Corp Note	17,716,932	252,872								17,969,804
Mutual Fund	222,784									222,784
Treasury	27,696,426	36,496,172	31,531,417	38,710,627	11,165,898	810,619	588,557	365,179	534,694	147,899,588
<b>Grand Total</b>	<b>56,562,773</b>	<b>64,233,201</b>	<b>38,393,564</b>	<b>40,170,163</b>	<b>18,297,824</b>	<b>810,619</b>	<b>588,557</b>	<b>365,179</b>	<b>534,694</b>	<b>219,956,572</b>

Count	Year									
	2023	2024	2025	2026	2027	2028	2029	2030	2032	Grand Total
Agency	7	15	3	7	9					41
Corp Note	41	3								44
Mutual Fund	4									4
Treasury	12	30	44	34	23	8	6	4	6	167
<b>Grand Total</b>	<b>64</b>	<b>48</b>	<b>47</b>	<b>41</b>	<b>32</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>6</b>	<b>256</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Cheryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Nathan Hess, Fleet Engineering Supervisor  
Brent Miller, Contract Buyer

**TITLE:**

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**Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Crus Oil, Inc.)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute this contract and associated disbursements with CRUS Oil to provide oil, lubricant, and fluids as presented in the amount of \$530,915.

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**BACKGROUND:**

UTA's revenue vehicles require regular service intervals to maintain the warranty and life expectancy of our vehicles. These fluids are an integral part of maintaining our fleet. UTA has a long-standing relationship with CRUS Oil providing high quality products and service that meet our specifications and service needs. CRUS Oil is a local distributor in the Wasatch Front area.

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**DISCUSSION:**

This procurement was completed as an invitation for bid (IFB) and resulted in contracts between Utah Transit Authority (UTA) and multiple awardees (see below) to supply UTA with oils, lubricants, and fluids for all of its bus & rail divisions in support of vehicle and facility maintenance.

Solicitation: IFB 22-03628BCM for RSS 11291.

Applicable Contracts: 22-036281, 22-036282, 22-036283, 22-036284, & 22-036285

These contracts will be for five (5) years to commence upon approval and will expire when all services have been received approximately December 31,2027. The combined pricing for all five (5) contracts is estimated at \$5,940,353.07 over a five (5) year period.

	Yr1 (2023)	Yr2 (2024)	Yr3 (2025)	Yr4 (2026)	Yr5 (2027)	5yr Total/Supplier (PO)
Crus Oil	\$ 113,345.09	\$ 121,890.47	\$ 76,299.13	\$ 133,723.24	\$ 85,657.03	\$ 530,914.97
Rhinehart Oil	\$ 80,553.78	\$ 216,918.44	\$ 212,665.13	\$ 216,918.44	\$ 212,665.13	\$ 939,720.93
Senergy Petroleum	\$ 2,095.47	\$ 2,158.33	\$ 2,201.51	\$ 2,245.52	\$ 2,290.45	\$ 10,991.28
Solutions Plus	\$ 66,233.70	\$ 69,169.46	\$ 69,392.70	\$ 72,391.64	\$ 72,551.70	\$ 349,739.21
Valvoline	\$ 858,996.03	\$ 916,684.78	\$ 672,062.36	\$ 961,536.07	\$ 699,707.44	\$ 4,108,986.69
Annual Total	\$ 1,121,224.07	\$ 1,326,821.49	\$ 1,032,620.83	\$ 1,386,814.92	\$ 1,072,871.76	\$ 5,940,353.07

The pricing presented on the price forms with each contract are estimates only based on UTA’s best estimate for forecast usage over a five (5) year period. The estimated usage was only used to allow bidders to quote realistic pricing and are not an obligation to purchase.

The contract values for each supplier shall not exceed the amounts as stated in this board memo and in accordance with the limits of the RSS requisition.

Actual cost will be tracked and managed by the Procurement Department via POs within UTA’s ERP system JDE.

**CONTRACT SUMMARY:**

**Contractor Name:** Crus Oil, Inc.  
**Contract Number:** 22-036281  
**Base Contract Effective Dates:** 2/22/2023 - 12/31/2027  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$530,915.00 (estimated)  
**Procurement Method:** IFB

**Budget Authority:**

2023 Operation Maintenance Budget and 5-Year Transit  
Financial Plan

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**ALTERNATIVES:**

We receive additional quotes for most, if not all the fluids on this list. After reviewing we have determined CRUS Oil to be the best value for UTA.

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**FISCAL IMPACT:**

The estimated cost of this contract is \$106,183.00 a year, for an estimated total for the 5 years of \$530,915.00

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**ATTACHMENTS:**

22-036281 Crus Oil IFB 22-03628BCM Oils, Lubes & \_Fluids MB signed



# INVITATION FOR BID

## Cover Sheet

General Information			
Project Name	Oils, Lubricants, and Fluids		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide and deliver Oil, Lubricant, and Fluid Products to UTA Bus and Rail Divisions for 10 UTA locations from Ogden to Provo.		
Project Start Date/Length	<b>Approximately January 2023 / Five Years (5yr) Term</b>		
Contract Type	Firm Fixed Price		
UTA Project Manager	Jonathan Hayford		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal	<b>Race Neutral</b>		
Procurement Process Information			
IFB No.	<b>22-03628BCM</b>		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801)287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	October 25, 2022, 2:00 pm MST		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	November 08, 2022, 2:00 pm MST		
C) Last day for UTA to issue addenda and clarifications	November 15, 2022		
<b>D) Deadline to submit bids</b>	<b>November 22, 2:00 pm MST</b>		
Included as part of this IFB			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
Bid Contents			

<p><b>Page Limit</b> Cover pages, table of contents, divider tabs, resumes, the Bid Form, and required forms do not count toward the page limit.</p>	<p>25 pages</p>	
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the Bid Form, each in pdf format, must be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



# INVITATION FOR BIDS

## Part 1 – Project information

### **GENERAL OVERVIEW GENERAL OVERVIEW**

The Utah Transit Authority (UTA) was incorporated on March 2, 1970 under authority of the Utah Public Transit District Act of 1969 to provide a public mass transportation system for Utah communities. UTA seeks bids to supply UTA with oils, lubricants, and fluids for its Bus & Rail divisions as defined in this IFB, 22-03628BCM Oils, Lubricants, and Fluids.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

### **CONTRACT PERIOD**

~~The required time period for this project will five (5) years. To start January 1, 2023, and last through December 31, 2028.~~ The required time-period is five (5) years for this project. The contract shall commence upon the last signature date on Part 5 section C, and continue for no more than five (5) years. The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period.

### **SCOPE OF WORK**

The Bidder is to provide UTA with vehicle oil, lubricants, and fluids as identified on 22-03628BCM Oils, Lubricants, and Fluids Bid Form. The contract involves products and service that are necessary for the continuation of UTA's vehicle services. Any delivery delays of these products and service would disrupt UTA services and would force UTA to immediately seek alternative sources. Timely delivery is critical to meeting UTA's ongoing needs.

**PREREQUISITES:** Bidder must allow for P-Card transactions as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

**CONTINGENCY & EMERGENCY PLAN:** Economic conditions and Supply-Chain shortages continue to impact all industries to include the petroleum markets. As a result, UTA requires that the Bidder must submit, with their bid: 1) a contingency plan that defines the Bidder's actions taken to mitigate cost and delivery uncertainties that affect the price, availability, and safe delivery of its products; 2) an Emergency Plan that defines its ability to ensure the safe and consistent delivery of

its products and outlines its ownership and process for the safe containment and disposal of any product spillage resulting from the negligence of the Bidder, its agents, employees or Subcontractors.

**BIDDER EXPERIENCE:** Bidder's bid must provide a minimum of three (3) references; including the customer's name, address, and duration of services provided, to document evidence of at least five (5) years' experience in providing the products that are the same as or similar to those listed on UTA's Bid Form. Failure to provide this supporting data and references may render the bid non-responsive.

**BIDDER VISITS/TECHNICAL SUPPORT:** The Bidder must be available, on an "on-call" basis, and within one working day (Monday through Friday), to visit and answer questions, resolve problems, and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. Upon the Project Manager's request, the Bidder must provide product data and training where necessary. Bidder must visit each service location monthly to answer questions, resolve problems and provide technical advice.

The Project Manager will oversee and coordinate monthly site visits and any technical aspect of this IFB and provide guidance as needed. Contract performance will commence on January 1, 2023.

#### **A. EXPLANATION OF THE PRICE**

**BID PRICE:** Bidder must record all pricing for products as listed on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form. The Bid Form will be attached as a separate excel worksheet as part of this IFB in SciQuest. Bidder's pricing must include product price and any applicable discounts, fees, or surcharges. Product pricing must also include the corresponding Unit-Of-Measure (UOM). For any applicable Fees, or Surcharges, the Bidder must clearly define and provide written justification showing such cost are fair and reasonable.

UTA will not be responsible for or pay Freight Charges, or any costs, charges, or fees not identified on the Bid Form. All Pricing must be Tax Exempt. UTA understands the Bidder may not be able to bid all products listed on the Bid Form.

Only product pricing, discounts, fees, surcharges, and minimum quantity amounts identified in the Bid Form will be accepted.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) no more than two (2) times annually, to occur every six months starting January 1<sup>st</sup> and June 1<sup>st</sup>, of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt;

Bidder warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract product item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: [brmiller@rideuta.com](mailto:brmiller@rideuta.com), or delegate, thirty (30) days prior to the next price adjustment period.

## **B. SPECIAL REQUIREMENTS**

**SPECIFICATIONS:** All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

Specifications are as stated on UTA's Bid Form. Specifications reflect the desired minimum requirements of UTA. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering.

Bidder must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

**PRODUCT and PRODUCT SUBSTITUTION:** Bidder must ensure all products delivered to UTA are in compliance with UTA specifications as listed on UTA's Bid Form. UTA reserves the right to add additional oil, lubricant, and fluid products as necessary during the term of the Contract. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering. (See below Part 3 Sec. 6 Request for Approved Equals or Changes for details).

## **C. OTHER GENERAL REQUIREMENTS**

**QUANTITY:** This is a requirements contract for the products or services identified herein and effective for the time stated in this IFB. The quantities indicated on UTA's Bid Form, are estimates and are only to be used in helping the Bidder provide realistic pricing. It's understood these figures are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract. Those items showing zero usage were not purchased in the last year. However, they are still active items in the UTA system and may be required under the new contract.

**MINIMUM ORDER QUANTITY:** Bidder must use UTA's 22-03628BCM Oils, Lubricants, and Fluids Bid Form to list any applicable minimum delivery amounts for bulk deliveries.

If the UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

**ORDERING:** An authorized UTA representative will order product on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements")

Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Bidder must reflect the corresponding contract number 22-03628BCM, Delivery Location, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

**CHANGE ORDERS/ADDITIONS TOTHECONTRACT:** UTA reserves the right to add or delete items to the contract after award.

**OVERSTOCKRETURNS {NON-BULKITEMS}:** During the term of the contract, the requirements for some items may change due to the removal of buses from the fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased.

**INVOICING AND PAYMENT TERMS:** Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices.

Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products listed on UTA's Bid Form.

See below Part 4 Contract Terms Section 10 a & b for compliance requirements with UTA's Invoicing and Payment terms.

**HANDLING/TRANSPORTING MATERIALS:**

- Bidder must be licensed to handle and haul the products identified in this contract.
- Bidder's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Bidder's transporters must use only qualified and trained personnel to transport products.
- Bidder's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Bidder's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Bidder will be responsible for and indemnify UTA for the clean-up and clean-up costs of all spillages while hauling UTA products.

**DELIVERY REQUIREMENTS:** In addition to Part 4 Section 8 of this IFB the following is required. All Products including Bulk, Drums, and Non-Bulk will be shipped and delivered to Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). The Bidder must contact the order requestor or delivery location prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity. Products must be delivered as requested with standard delivery being within two (2) working days for "Bulk" products or fifteen (15) working days or sooner for Drum and Non-Bulk products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

**DELIVERY TIMES:** Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location/Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

- Product UTA considers Inventory items will be placed by the UTA Purchasing Department under separate purchase order(s). Delivery instructions will be as directed on each purchase order.
- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Bidder.
- Bidder must notify the UTA division requesting order of its delivery time, no less than twelve hours (12hrs) prior to scheduled delivery.
- Split load capabilities are expected.
- Bidder must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

**TANKER BULK DELIVERIES:** The quantity of material delivered must be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Deliveries will be measured by a UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through the stick measurement and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

**DRUMS, TOTES, & SUPPLIED CONTAINERS:** The contents of all drums, totes, or containers supplied under the contract must be clearly marked with the brand manufacturer's name, product's name, product ID number and origin, at a minimum. All drums, totes, or containers must be properly sealed. All

drums or containers showing evidence of leakage after delivery are to be replaced by the Bidder at no extra charge immediately upon report by the UTA representative.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All 55-gallon drums must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Bidder. UTA will have the option of disposing of drums or having the Bidder pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Bidder.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Bidder delivered them in, no dents or damages to drums. c.) There is a 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

**VERIFICATION OF DELIVERY ORDERS:** The Bidder must include a packing slip/ delivery ticket with each order that details the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, quantity delivered, contract unit price and extended amount. Failure to provide this information may cause delays in payments. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Bidder must ensure all non-bulk products including drums / totes must be fully marked to indicate the manufacturer's name, product identification, classifications and compliance with specified grades and manufacturer's test compliance. If shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments must be rejected. Upon UTA request or whenever applicable, the Bidder must provide a copy of the Safety Data Sheet (SDS) for delivered products.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Bidder will be notified immediately.

**SPILLAGE:** The Bidder will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Bidder will also be responsible for all subsequent damages or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Bidder must immediately notify the buyer of a spillage.

**SAMPLES AND TESTING:** UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Bidder will be responsible to provide another delivery within twenty-four {24} hours.

Samples will be retained by UTA as evidence and will be available to the Bidder for testing if requested.

**SAFETY AND BIDDER SAFETY ORIENTATION TRAINING:** The Bidder must comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations, or penalties it may receive while working on this project.

**SAFETY DATA SHEETS (SDS):** All Safety Data Sheets (SDS) applicable to any item or product called for under this IFB or required for use on UTA property as a result of this IFB, are required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.

**DISCLOSURE OF PRODUCT COMPOSITION:** The Bidder must furnish (SDS) or manufacturer's equivalent information sheets on the products offered with its bid. These sheets must list complete chemical ingredients including the percentage composition of each ingredient and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

**FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS:** Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Bidder within 24 hours of notification at no cost to UTA. The Bidder will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Bidder will reimburse UTA for all costs incurred to remove said products from UTA storage vessels, tanks, tanks, and vehicles already serviced to include man-hours and materials etc. The Bidder will also be responsible for any tests or evaluations required to place the storage tanks back in service.

The Bidder will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Bidder must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Bidder must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

**LOCATIONS FOR DELIVERY:** All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Meadowbrook Division  
3600 S 700 W, Bldg 3  
Salt Lake City, UT 84119

Central Division  
611 W 200 S  
Salt Lake City, UT 84104

Mt Ogden Division  
135 W 17th St  
Ogden, UT 84404

TRAX/Lovendahl Center  
613 W 6960S  
Midvale, UT 84047

Jordan River RailService Center  
2264S 900W  
Salt Lake City, UT 84119

Mt. Timpanogos Division  
1110 S Geneva Rd  
Orem, UT 84058

Riverside Division  
3610S 900W  
Salt Lake City, UT 84119

Meadowbrook Support Maintenance  
3600 S 700 W, Bldg 8  
Salt Lake City, UT 84119

Warm Springs Division  
900 N 500W  
Salt Lake City, UT 84116

UTAShippingandReceiving Mark For: (PO#)  
3600S 700W  
Salt Lake City, UT 84119



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid must be determined by the bid price for the products defined on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form

UTA reserves the right to award all or part of its requirements under this IFB to multiple Bidders.

Awardee(s) will be required to provide a Certificate or Insurance (COI) (i.e., Acord form)

Please use the Excel '22-03628BCM Oils, Lubricants, and Fluids Bid Form' attached in SciQuest to record bid pricing.

**Bid must be Submitted in SciQuest**



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.SciQuest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at [SciQuestadmin@utah.gov](mailto:SciQuestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA’s Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder must notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and must propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

#### **1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

#### **1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

#### **1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

#### **1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

#### **1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions must be considered.

#### **1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor must also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder must submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided must include the following:
  - Set up and maintain contractor login for all persons inputting information in the system
  - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
  - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
  - All subcontract award amounts, date signed, and change orders
  - Certified payroll information must be uploaded on a weekly basis; all other information must be uploaded or input no less than monthly.

The Contractor must include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **SELECTION PROCESS**

#### **1.1.1.15 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

#### **1.1.1.16 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

#### **1.1.1.17 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

#### **1.1.1.18 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

#### **1.1.1.19 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

#### **1.1.1.20 Requests for Clarification**

The Bidder must provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

### **PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence must be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer must make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



# INVITATION FOR BIDS

## Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties must submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor must also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor must maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor must retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor must allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor must not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor must 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor must be responsible for delivery costs and all risk of loss must remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor must deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**10. INVOICING AND PAYMENT:**

- a. Contractor must invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor must submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor must include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA must 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 must not be unreasonably withheld. UTA must 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 must be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 Vendor’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.

12. **INDEMNIFICATION:** Vendor must release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

**13. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must 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 must 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

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased,

hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

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

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

<del>Each Claim</del>	<del>_____</del>	<del>\$1,000,000</del>
<del>Annual Aggregate</del>	<del>_____</del>	<del>\$2,000,000</del>

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

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority must be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers must endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance must be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor must furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract must be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description must be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor s' certificate(s) must include all subcontractor s as additional insureds under its policies or subcontractor s must maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability must not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance must name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by Claims and Insurance Department or the Office of General Counsel, whose decision must be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA must pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor must account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be

entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor'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.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor must 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 Vendor to submit additional environmental documents. Vendor must provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor must not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA

Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



# INVITATION FOR BIDS

## Part 5 - Declarations, Offer, and Conflict of Interest Form

### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann.§ 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No.    Date \_\_\_\_\_  
 Addendum No.    Date \_\_\_\_\_  
 Addendum No.    Date \_\_\_\_\_  
 Addendum No.    Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

CRUS OIL INC  
 \_\_\_\_\_  
 (Contractor's Name)

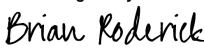
DocuSigned by:  
*Brian Roderick*  
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 (Signature)  
 Brian Roderick  
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**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid must be considered null and void.

**By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.


CRUS OIL INC <hr/> (Contractor's Name) 2260 SO WEST TEMPLE SLC UT 84115 <hr/> (Contractor's Address) 801-466-8783 <hr/> (Contractor's Phone Number) brianroderick@crusoil.com <hr/> (Contractor's Email Address) brianroderick@crusoil.com <hr/> (Contractor's EIN)	DocuSigned by:  <hr/> (Signature) Brian Roderick <hr/> (Print Name) SALES MANAGER <hr/> (Title) 2/2/2023 <hr/> (Date)
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**C. UTA'S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

_____ Date _____ Name / (Chief Operating Officer)	_____ Date _____ Name / (Executive Director)
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\_\_\_\_\_ Date \_\_\_\_\_  
 Name (Project Manager)  
 DocuSigned by:  
  
 \_\_\_\_\_ Date 2/2/2023  
 Name / (UTA Legal)





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 2/22/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Cheryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Nathan Hess, Fleet Engineering Supervisor  
Brent Miller, Contract Buyer

**TITLE:**

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**Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Rhinehart Oil)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute this contract and associated disbursements with Rhinehart Oil to provide oil, lubricant, and fluids as presented in the amount of \$939,721.00.

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**BACKGROUND:**

UTA's newer bus fleets require the use of diesel exhaust fluid as part of the emission control system on the buses. This contract will provide the necessary fluids to fill this requirement as well as providing oils to meet our service requirements of revenue vehicles. Rhinehart has been providing fluids to UTA for the last several years and is able to provide the quality and service we need for the oils and diesel exhaust fluid.

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**DISCUSSION:**

This procurement was completed as an invitation for bid (IFB) and resulted in contracts between Utah Transit Authority (UTA) and multiple awardees (see below) to supply UTA with oils, lubricants, and fluids for all of its bus & rail divisions in support of vehicle and facility maintenance.

Solicitation: IFB 22-03628BCM for RSS 11291.

Applicable Contracts: 22-036281, 22-036282, 22-036283, 22-036284, & 22-036285

These contracts will be for five (5) years to commence upon approval and will expire when all services have

been received approximately December 31,2027. The combined pricing for all five (5) contracts is estimated at \$5,940,353.07 over a five (5) year period.

	Yr1 (2023)	Yr2 (2024)	Yr3 (2025)	Yr4 (2026)	Yr5 (2027)	5yr Total/Supplier (PO)
Crus Oil	\$ 113,345.09	\$ 121,890.47	\$ 76,299.13	\$ 133,723.24	\$ 85,657.03	\$ 530,914.97
Rhinehart Oil	\$ 80,553.78	\$ 216,918.44	\$ 212,665.13	\$ 216,918.44	\$ 212,665.13	\$ 939,720.93
Senergy Petroleum	\$ 2,095.47	\$ 2,158.33	\$ 2,201.51	\$ 2,245.52	\$ 2,290.45	\$ 10,991.28
Solutions Plus	\$ 66,233.70	\$ 69,169.46	\$ 69,392.70	\$ 72,391.64	\$ 72,551.70	\$ 349,739.21
Valvoline	\$ 858,996.03	\$ 916,684.78	\$ 672,062.36	\$ 961,536.07	\$ 699,707.44	\$ 4,108,986.69
<b>Annual Total</b>	<b>\$ 1,121,224.07</b>	<b>\$ 1,326,821.49</b>	<b>\$ 1,032,620.83</b>	<b>\$ 1,386,814.92</b>	<b>\$ 1,072,871.76</b>	<b>\$ 5,940,353.07</b>

The pricing presented on the price forms with each contract are estimates only based on UTA’s best estimate for forecast usage over a five (5) year period. The estimated usage was only used to allow bidders to quote realistic pricing and are not an obligation to purchase.

The contract values for each supplier shall not exceed the amounts as stated in this board memo and in accordance with the limits of the RSS requisition.

Actual cost will be tracked and managed by the Procurement Department via POs within UTA’s ERP system JDE.

**CONTRACT SUMMARY:**

**Contractor Name:** Rhinehart Oil  
**Contract Number:** 22-036282  
**Base Contract Effective Dates:** 2/22/2023 to 12/31/2027  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$939,721.00 (Estimated)  
**Procurement Method:** IFB  
**Budget Authority:** 2023 Operation Maintenance Budget and 5-Year Transit Financial Plan

**ALTERNATIVES:**

These fluids are available from other vendors, but Rhinehart's bid provides UTA with the best value while meeting UTA's specifications and service needs.

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**FISCAL IMPACT:**

This contract has an estimated cost of \$187,945.00 a year with a total of \$939,721.00 over the five-year contract.

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**ATTACHMENTS:**

22-036282 Rhinehart Oil IFB 22-0362BBCM Oils, Lubes & Fluids MB signed



# INVITATION FOR BID

## Cover Sheet

General Information			
Project Name	Oils, Lubricants, and Fluids		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide and deliver Oil, Lubricant, and Fluid Products to UTA Bus and Rail Divisions for 10 UTA locations from Ogden to Provo.		
Project Start Date/Length	<b>Approximately January 2023 / Five Years (5yr) Term</b>		
Contract Type	Firm Fixed Price		
UTA Project Manager	Jonathan Hayford		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal	<b>Race Neutral</b>		
Procurement Process Information			
IFB No.	<b>22-03628BCM</b>		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801)287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	October 25, 2022, 2:00 pm MST		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	November 08, 2022, 2:00 pm MST		
C) Last day for UTA to issue addenda and clarifications	November 15, 2022		
<b>D) Deadline to submit bids</b>	<b>November 22, 2:00 pm MST</b>		
Included as part of this IFB			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
Bid Contents			

<p><b>Page Limit</b> Cover pages, table of contents, divider tabs, resumes, the Bid Form, and required forms do not count toward the page limit.</p>	<p>25 pages</p>	
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the Bid Form, each in pdf format, must be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL OVERVIEW GENERAL OVERVIEW**

The Utah Transit Authority (UTA) was incorporated on March 2, 1970 under authority of the Utah Public Transit District Act of 1969 to provide a public mass transportation system for Utah communities. UTA seeks bids to supply UTA with oils, lubricants, and fluids for its Bus & Rail divisions as defined in this IFB, 22-03628BCM Oils, Lubricants, and Fluids.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

#### **CONTRACT PERIOD**

~~The required time period for this project will five (5) years. To start January 1, 2023, and last through December 31, 2028.~~ The required time-period is five (5) years for this project. The contract shall commence upon the last signature date on Part 5 section C, and continue for no more than five (5) years. The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period.

#### **SCOPE OF WORK**

The Bidder is to provide UTA with vehicle oil, lubricants, and fluids as identified on 22-03628BCM Oils, Lubricants, and Fluids Bid Form. The contract involves products and service that are necessary for the continuation of UTA's vehicle services. Any delivery delays of these products and service would disrupt UTA services and would force UTA to immediately seek alternative sources. Timely delivery is critical to meeting UTA's ongoing needs.

**PREREQUISITES:** Bidder must allow for P-Card transactions as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

**CONTINGENCY & EMERGENCY PLAN:** Economic conditions and Supply-Chain shortages continue to impact all industries to include the petroleum markets. As a result, UTA requires that the Bidder must submit, with their bid: 1) a contingency plan that defines the Bidder's actions taken to mitigate cost and delivery uncertainties that affect the price, availability, and safe delivery of its products; 2) an Emergency Plan that defines its ability to ensure the safe and consistent delivery of

its products and outlines its ownership and process for the safe containment and disposal of any product spillage resulting from the negligence of the Bidder, its agents, employees or Subcontractors.

**BIDDER EXPERIENCE:** Bidder's bid must provide a minimum of three (3) references; including the customer's name, address, and duration of services provided, to document evidence of at least five (5) years' experience in providing the products that are the same as or similar to those listed on UTA's Bid Form. Failure to provide this supporting data and references may render the bid non-responsive.

**BIDDER VISITS/TECHNICAL SUPPORT:** The Bidder must be available, on an "on-call" basis, and within one working day (Monday through Friday), to visit and answer questions, resolve problems, and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. Upon the Project Manager's request, the Bidder must provide product data and training where necessary. Bidder must visit each service location monthly to answer questions, resolve problems and provide technical advice.

The Project Manager will oversee and coordinate monthly site visits and any technical aspect of this IFB and provide guidance as needed. Contract performance will commence on January 1, 2023.

#### **A. EXPLANATION OF THE PRICE**

**BID PRICE:** Bidder must record all pricing for products as listed on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form. The Bid Form will be attached as a separate excel worksheet as part of this IFB in SciQuest. Bidder's pricing must include product price and any applicable discounts, fees, or surcharges. Product pricing must also include the corresponding Unit-Of-Measure (UOM). For any applicable Fees, or Surcharges, the Bidder must clearly define and provide written justification showing such cost are fair and reasonable.

UTA will not be responsible for or pay Freight Charges, or any costs, charges, or fees not identified on the Bid Form. All Pricing must be Tax Exempt. UTA understands the Bidder may not be able to bid all products listed on the Bid Form.

Only product pricing, discounts, fees, surcharges, and minimum quantity amounts identified in the Bid Form will be accepted.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) no more than two (2) times annually, to occur every six months starting January 1<sup>st</sup> and June 1<sup>st</sup>, of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt;

Bidder warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract product item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: [brmiller@rideuta.com](mailto:brmiller@rideuta.com), or delegate, thirty (30) days prior to the next price adjustment period.

## **B. SPECIAL REQUIREMENTS**

**SPECIFICATIONS:** All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

Specifications are as stated on UTA's Bid Form. Specifications reflect the desired minimum requirements of UTA. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering.

Bidder must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

**PRODUCT and PRODUCT SUBSTITUTION:** Bidder must ensure all products delivered to UTA are in compliance with UTA specifications as listed on UTA's Bid Form. UTA reserves the right to add additional oil, lubricant, and fluid products as necessary during the term of the Contract. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering. (See below Part 3 Sec. 6 Request for Approved Equals or Changes for details).

## **C. OTHER GENERAL REQUIREMENTS**

**QUANTITY:** This is a requirements contract for the products or services identified herein and effective for the time stated in this IFB. The quantities indicated on UTA's Bid Form, are estimates and are only to be used in helping the Bidder provide realistic pricing. It's understood these figures are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract. Those items showing zero usage were not purchased in the last year. However, they are still active items in the UTA system and may be required under the new contract.

**MINIMUM ORDER QUANTITY:** Bidder must use UTA's 22-03628BCM Oils, Lubricants, and Fluids Bid Form to list any applicable minimum delivery amounts for bulk deliveries.

If the UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

**ORDERING:** An authorized UTA representative will order product on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements")

Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Bidder must reflect the corresponding contract number 22-03628BCM, Delivery Location, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

**CHANGE ORDERS/ADDITIONS TOTHECONTRACT:** UTA reserves the right to add or delete items to the contract after award.

**OVERSTOCKRETURNS{NON-BULKITEMS}:** During the term of the contract, the requirements for some items may change due to the removal of buses from the fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased.

**INVOICING AND PAYMENT TERMS:** Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices.

Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products listed on UTA's Bid Form.

See below Part 4 Contract Terms Section 10 a & b for compliance requirements with UTA's Invoicing and Payment terms.

**HANDLING/TRANSPORTING MATERIALS:**

- Bidder must be licensed to handle and haul the products identified in this contract.
- Bidder's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Bidder's transporters must use only qualified and trained personnel to transport products.
- Bidder's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Bidder's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Bidder will be responsible for and indemnify UTA for the clean-up and clean-up costs of all spillages while hauling UTA products.

**DELIVERY REQUIREMENTS:** In addition to Part 4 Section 8 of this IFB the following is required. All Products including Bulk, Drums, and Non-Bulk will be shipped and delivered to Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). The Bidder must contact the order requestor or delivery location prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity. Products must be delivered as requested with standard delivery being within two (2) working days for "Bulk" products or fifteen (15) working days or sooner for Drum and Non-Bulk products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

**DEIVERY TIMES:** Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location/Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

- Product UTA considers Inventory items will be placed by the UTA Purchasing Department under separate purchase order(s). Delivery instructions will be as directed on each purchase order.
- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Bidder.
- Bidder must notify the UTA division requesting order of its delivery time, no less than twelve hours (12hrs) prior to scheduled delivery.
- Split load capabilities are expected.
- Bidder must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

**TANKER BULK DELIVERIES:** The quantity of material delivered must be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Deliveries will be measured by a UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through the stick measurement and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

**DRUMS, TOTES, & SUPPLIED CONTAINERS:** The contents of all drums, totes, or containers supplied under the contract must be clearly marked with the brand manufacturer's name, product's name, product ID number and origin, at a minimum. All drums, totes, or containers must be properly sealed. All

drums or containers showing evidence of leakage after delivery are to be replaced by the Bidder at no extra charge immediately upon report by the UTA representative.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All 55-gallon drums must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Bidder. UTA will have the option of disposing of drums or having the Bidder pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Bidder.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Bidder delivered them in, no dents or damages to drums. c.) There is a 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

**VERIFICATION OF DELIVERY ORDERS:** The Bidder must include a packing slip/ delivery ticket with each order that details the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, quantity delivered, contract unit price and extended amount. Failure to provide this information may cause delays in payments. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Bidder must ensure all non-bulk products including drums / totes must be fully marked to indicate the manufacturer's name, product identification, classifications and compliance with specified grades and manufacturer's test compliance. If shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments must be rejected. Upon UTA request or whenever applicable, the Bidder must provide a copy of the Safety Data Sheet (SDS) for delivered products.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Bidder will be notified immediately.

**SPILLAGE:** The Bidder will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Bidder will also be responsible for all subsequent damages or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Bidder must immediately notify the buyer of a spillage.

**SAMPLES AND TESTING:** UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Bidder will be responsible to provide another delivery within twenty-four {24} hours.

Samples will be retained by UTA as evidence and will be available to the Bidder for testing if requested.

**SAFETY AND BIDDER SAFETY ORIENTATION TRAINING:** The Bidder must comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations, or penalties it may receive while working on this project.

**SAFETY DATA SHEETS (SDS):** All Safety Data Sheets (SDS) applicable to any item or product called for under this IFB or required for use on UTA property as a result of this IFB, are required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.

**DISCLOSURE OF PRODUCT COMPOSITION:** The Bidder must furnish (SDS) or manufacturer's equivalent information sheets on the products offered with its bid. These sheets must list complete chemical ingredients including the percentage composition of each ingredient and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

**FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS:** Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Bidder within 24 hours of notification at no cost to UTA. The Bidder will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Bidder will reimburse UTA for all costs incurred to remove said products from UTA storage vessels, tanks, tanks, and vehicles already serviced to include man-hours and materials etc. The Bidder will also be responsible for any tests or evaluations required to place the storage tanks back in service.

The Bidder will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Bidder must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Bidder must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

**LOCATIONS FOR DELIVERY:** All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Meadowbrook Division  
3600 S 700 W, Bldg 3  
Salt Lake City, UT 84119

Central Division  
611 W 200 S  
Salt Lake City, UT 84104

Mt Ogden Division  
135 W 17th St  
Ogden, UT 84404

TRAX/Lovendahl Center  
613 W 6960S  
Midvale, UT 84047

Jordan River Rail Service Center  
2264S 900W  
Salt Lake City, UT 84119

Mt. Timpanogos Division  
1110 S Geneva Rd  
Orem, UT 84058

Riverside Division  
3610S 900W  
Salt Lake City, UT 84119

Meadowbrook Support Maintenance  
3600 S 700 W, Bldg 8  
Salt Lake City, UT 84119

Warm Springs Division  
900 N 500W  
Salt Lake City, UT 84116

UTA Shipping and Receiving Mark For: (PO#)  
3600S 700W  
Salt Lake City, UT 84119



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid must be determined by the bid price for the products defined on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form

UTA reserves the right to award all or part of its requirements under this IFB to multiple Bidders.

Awardee(s) will be required to provide a Certificate of Insurance (COI) (i.e., Acord form)

Please use the Excel '22-03628BCM Oils, Lubricants, and Fluids Bid Form' attached in SciQuest to record bid pricing.

**Bid must be Submitted in SciQuest**



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.SciQuest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at [SciQuestadmin@utah.gov](mailto:SciQuestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA’s Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder must notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and must propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

#### **1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

#### **1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

#### **1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

#### **1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

#### **1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions must be considered.

#### **1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor must also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder must submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided must include the following:
  - Set up and maintain contractor login for all persons inputting information in the system
  - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
  - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
  - All subcontract award amounts, date signed, and change orders
  - Certified payroll information must be uploaded on a weekly basis; all other information must be uploaded or input no less than monthly.

The Contractor must include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **SELECTION PROCESS**

#### **1.1.1.15 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

#### **1.1.1.16 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

#### **1.1.1.17 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

#### **1.1.1.18 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

#### **1.1.1.19 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

#### **1.1.1.20 Requests for Clarification**

The Bidder must provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

### **PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence must be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer must make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties must submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor must also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor must maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor must retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor must allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor must not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor must 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor must be responsible for delivery costs and all risk of loss must remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor must deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**10. INVOICING AND PAYMENT:**

- a. Contractor must invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor must submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor must include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA must 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 must not be unreasonably withheld. UTA must 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 must be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 Vendor’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.

12. **INDEMNIFICATION:** Vendor must release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

**13. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must 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 must 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

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased,

hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority must be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers must endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance must be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor must furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract must be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description must be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor s' certificate(s) must include all subcontractor s as additional insureds under its policies or subcontractor s must maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability must not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance must name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by Claims and Insurance Department or the Office of General Counsel, whose decision must be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA must pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor must account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be

entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor'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.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor must 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 Vendor to submit additional environmental documents. Vendor must provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor must not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA

Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



# INVITATION FOR BIDS

## Part 5 - Declarations, Offer, and Conflict of Interest Form

### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann.§ 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Rhinehart Oil

(Contractor's Name)

DocuSigned by:

*Blake Eskelsen*

(Signature)

Blake Eskelsen

(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid must be considered null and void, **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Rhinehart oil  
\_\_\_\_\_  
(Contractor's Name)  
4475 w California Ave.  
\_\_\_\_\_  
(Contractor's Address)  
801-969-3434  
\_\_\_\_\_  
(Contractor's Phone Number)  
Blake.Eskelsen@parklandusa.com  
\_\_\_\_\_  
(Contractor's Email Address)  
87-0321996  
\_\_\_\_\_  
(Contractor's EIN)

DocuSigned by:  
*Blake Eskelsen*  
\_\_\_\_\_  
OF52834B4A2D4AB...  
(Signature)  
Blake Eskelsen  
\_\_\_\_\_  
(Print Name)  
Sales Director  
\_\_\_\_\_  
(Title)  
2/2/2023  
\_\_\_\_\_  
(Date)

**C. UTA'S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_  
Date \_\_\_\_\_  
Name/ (Chief Operating Officer)

\_\_\_\_\_  
Date \_\_\_\_\_  
Name/ (Executive Director)

\_\_\_\_\_  
Date \_\_\_\_\_  
Name/ (Project Manager)

*Mike Bell*  
\_\_\_\_\_  
Date 2/2/2023  
70E33A415BA44F6...  
Name/ (UTA Legal)





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 2/22/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Cheryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Nathan Hess, Fleet Engineering Supervisor  
Brent Miller, Contract Buyer

**TITLE:**

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**Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (VGP Holdings, LLC/Valvoline)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute this contract and associated disbursements with VGP Holdings LLC/Valvoline to provide oil, lubricant, and fluids as presented in the estimated amount of \$4,108,987.

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**BACKGROUND:**

UTA's Revenue fleet requires following a regular maintenance schedule to maintain warranty and expected life of our fleet. This contract will provide several of the oils, greases, and coolants that UTA uses to meet this requirement.

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**DISCUSSION:**

This procurement was completed as an invitation for bid (IFB) and resulted in contracts between Utah Transit Authority (UTA) and multiple awardees (see below) to supply UTA with oils, lubricants, and fluids for all of its bus & rail divisions in support of vehicle and facility maintenance. Valvoline provides a high-quality product that meets or exceeds our specifications.

Solicitation: IFB 22-03628BCM for RSS 11291.

Applicable Contracts: 22-036281, 22-036282, 22-036283, 22-036284, & 22-036285

These contracts will be for five (5) years to commence upon approval and will expire when all services have been received approximately December 31, 2027. The combined pricing for all five (5) contracts is estimated at \$5,940,353.07 over a five (5) year period.

	Yr1 (2023)	Yr2 (2024)	Yr3 (2025)	Yr4 (2026)	Yr5 (2027)	5yr Total/Supplier (PO)
Crus Oil	\$ 113,345.09	\$ 121,890.47	\$ 76,299.13	\$ 133,723.24	\$ 85,657.03	\$ 530,914.97
Rhinehart Oil	\$ 80,553.78	\$ 216,918.44	\$ 212,665.13	\$ 216,918.44	\$ 212,665.13	\$ 939,720.93
Senergy Petroleum	\$ 2,095.47	\$ 2,158.33	\$ 2,201.51	\$ 2,245.52	\$ 2,290.45	\$ 10,991.28
Solutions Plus	\$ 66,233.70	\$ 69,169.46	\$ 69,392.70	\$ 72,391.64	\$ 72,551.70	\$ 349,739.21
Valvoline	\$ 858,996.03	\$ 916,684.78	\$ 672,062.36	\$ 961,536.07	\$ 699,707.44	\$ 4,108,986.69
<b>Annual Total</b>	<b>\$ 1,121,224.07</b>	<b>\$ 1,326,821.49</b>	<b>\$ 1,032,620.83</b>	<b>\$ 1,386,814.92</b>	<b>\$ 1,072,871.76</b>	<b>\$ 5,940,353.07</b>

The pricing presented on the price forms with each contract are estimates only based on UTA’s best estimate for forecast usage over a five (5) year period. The estimated usage was only used to allow bidders to quote realistic pricing and are not an obligation to purchase.

The contract values for each supplier shall not exceed the amounts as stated in this board memo and in accordance with the limits of the RSS requisition.

Actual cost will be tracked and managed by the Procurement Department via POs within UTA’s ERP system JDE.

**CONTRACT SUMMARY:**

**Contractor Name:** VGP Holdings LLC/Valvoline  
**Contract Number:** 22-036284BCM  
**Base Contract Effective Dates:** 2/22/2023 to 12/31/2027  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$4,108,987.00 (estimated)  
**Procurement Method:** IFB  
**Budget Authority:** 2023 Operation Maintenance Budget and 5-Year Transit Financial Plan

**ALTERNATIVES:**

There are additional vendors that can provide the fluids and lubricants. Valvoline has given us the best value currently for this contract.

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**FISCAL IMPACT:**

The cost of this contract is estimated at \$821,798.00 a year for a total of \$4,108,987 over the Five-year contract.

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**ATTACHMENTS:**

22-036284 Valvoline IFB 22-03628BCM Oils Lubes, & Fluids MB signed



## INVITATION FOR BID

### Cover Sheet

General Information			
Project Name	Oils, Lubricants, and Fluids		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide and deliver Oil, Lubricant, and Fluid Products to UTA Bus and Rail Divisions for 10 UTA locations from Ogden to Provo.		
Project Start Date/Length	<b>Approximately January 2023 / Five Years (5yr) Term</b>		
Contract Type	Firm Fixed Price		
UTA Project Manager	Jonathan Hayford		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal	<b>Race Neutral</b>		
Procurement Process Information			
IFB No.	<b>22-03628BCM</b>		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801)287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	October 25, 2022, 2:00 pm MST		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	November 08, 2022, 2:00 pm MST		
C) Last day for UTA to issue addenda and clarifications	November 15, 2022		
<b>D) Deadline to submit bids</b>	<b>November 22, 2:00 pm MST</b>		
<b>Included as part of this IFB</b>			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
<b>Bid Contents</b>			

<p><b>Page Limit</b> Cover pages, table of contents, divider tabs, resumes, the Bid Form, and required forms do not count toward the page limit.</p>	<p>25 pages</p>	
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the Bid Form, each in pdf format, must be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL OVERVIEW GENERAL OVERVIEW**

The Utah Transit Authority (UTA) was incorporated on March 2, 1970 under authority of the Utah Public Transit District Act of 1969 to provide a public mass transportation system for Utah communities. UTA seeks bids to supply UTA with oils, lubricants, and fluids for its Bus & Rail divisions as defined in this IFB, 22-03628BCM Oils, Lubricants, and Fluids.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

#### **CONTRACT PERIOD**

~~The required time period for this project will five (5) years. To start January 1, 2023, and last through December 31, 2028.~~ The required time-period is five (5) years for this project. The contract shall commence upon the last signature date on Part 5 section C, and continue for no more than five (5) years. The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period

#### **SCOPE OF WORK**

The Bidder is to provide UTA with vehicle oil, lubricants, and fluids as identified on 22-03628BCM Oils, Lubricants, and Fluids Bid Form. The contract involves products and service that are necessary for the continuation of UTA's vehicle services. Any delivery delays of these products and service would disrupt UTA services and would force UTA to immediately seek alternative sources. Timely delivery is critical to meeting UTA's ongoing needs.

**PREREQUISITES:** Bidder must allow for P-Card transactions as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

**CONTINGENCY & EMERGENCY PLAN:** Economic conditions and Supply-Chain shortages continue to impact all industries to include the petroleum markets. As a result, UTA requires that the Bidder must submit, with their bid: 1) a contingency plan that defines the Bidder's actions taken to mitigate cost and delivery uncertainties that affect the price, availability, and safe delivery of its products; 2) an Emergency Plan that defines its ability to ensure the safe and consistent delivery of

its products and outlines its ownership and process for the safe containment and disposal of any product spillage resulting from the negligence of the Bidder, its agents, employees or Subcontractors.

**BIDDER EXPERIENCE:** Bidder's bid must provide a minimum of three (3) references; including the customer's name, address, and duration of services provided, to document evidence of at least five (5) years' experience in providing the products that are the same as or similar to those listed on UTA's Bid Form. Failure to provide this supporting data and references may render the bid non-responsive.

**BIDDER VISITS/TECHNICAL SUPPORT:** The Bidder must be available, on an "on-call" basis, and within one working day (Monday through Friday), to visit and answer questions, resolve problems, and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. Upon the Project Manager's request, the Bidder must provide product data and training where necessary. Bidder must visit each service location monthly to answer questions, resolve problems and provide technical advice.

The Project Manager will oversee and coordinate monthly site visits and any technical aspect of this IFB and provide guidance as needed. Contract performance will commence on January 1, 2023.

#### **A. EXPLANATION OF THE PRICE**

**BID PRICE:** Bidder must record all pricing for products as listed on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form. The Bid Form will be attached as a separate excel worksheet as part of this IFB in SciQuest. Bidder's pricing must include product price and any applicable discounts, fees, or surcharges. Product pricing must also include the corresponding Unit-Of-Measure (UOM). For any applicable Fees, or Surcharges, the Bidder must clearly define and provide written justification showing such cost are fair and reasonable.

UTA will not be responsible for or pay Freight Charges, or any costs, charges, or fees not identified on the Bid Form. All Pricing must be Tax Exempt. UTA understands the Bidder may not be able to bid all products listed on the Bid Form.

Only product pricing, discounts, fees, surcharges, and minimum quantity amounts identified in the Bid Form will be accepted.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) no more than two (2) times annually, to occur every six months starting January 1<sup>st</sup> and June 1<sup>st</sup>, of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt;

Bidder warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract product item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: [brmiller@rideuta.com](mailto:brmiller@rideuta.com), or delegate, thirty (30) days prior to the next price adjustment period.

## **B. SPECIAL REQUIREMENTS**

**SPECIFICATIONS:** All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

Specifications are as stated on UTA's Bid Form. Specifications reflect the desired minimum requirements of UTA. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering.

Bidder must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

**PRODUCT and PRODUCT SUBSTITUTION:** Bidder must ensure all products delivered to UTA are in compliance with UTA specifications as listed on UTA's Bid Form. UTA reserves the right to add additional oil, lubricant, and fluid products as necessary during the term of the Contract. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering. (See below Part 3 Sec. 6 Request for Approved Equals or Changes for details).

## **C. OTHER GENERAL REQUIREMENTS**

**QUANTITY:** This is a requirements contract for the products or services identified herein and effective for the time stated in this IFB. The quantities indicated on UTA's Bid Form, are estimates and are only to be used in helping the Bidder provide realistic pricing. It's understood these figures are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract. Those items showing zero usage were not purchased in the last year. However, they are still active items in the UTA system and may be required under the new contract.

**MINIMUM ORDER QUANTITY:** Bidder must use UTA's 22-03628BCM Oils, Lubricants, and Fluids Bid Form to list any applicable minimum delivery amounts for bulk deliveries.

If the UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

**ORDERING:** An authorized UTA representative will order product on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements")

Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Bidder must reflect the corresponding contract number 22-03628BCM, Delivery Location, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

**CHANGE ORDERS/ADDITIONS TOTHECONTRACT:** UTA reserves the right to add or delete items to the contract after award.

**OVERSTOCKRETURNS{NON-BULKITEMS}:** During the term of the contract, the requirements for some items may change due to the removal of buses from the fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased.

**INVOICING AND PAYMENT TERMS:** Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices.

Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products listed on UTA's Bid Form.

See below Part 4 Contract Terms Section 10 a & b for compliance requirements with UTA's Invoicing and Payment terms.

**HANDLING/TRANSPORTING MATERIALS:**

- Bidder must be licensed to handle and haul the products identified in this contract.
- Bidder's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Bidder's transporters must use only qualified and trained personnel to transport products.
- Bidder's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Bidder's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Bidder will be responsible for and indemnify UTA for the clean-up and clean-up costs of all spillages while hauling UTA products.

**DELIVERY REQUIREMENTS:** In addition to Part 4 Section 8 of this IFB the following is required. All Products including Bulk, Drums, and Non-Bulk will be shipped and delivered to Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). The Bidder must contact the order requestor or delivery location prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity. Products must be delivered as requested with standard delivery being within two (2) working days for "Bulk" products or fifteen (15) working days or sooner for Drum and Non-Bulk products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

**DELIVERY TIMES:** Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location/Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

- Product UTA considers Inventory items will be placed by the UTA Purchasing Department under separate purchase order(s). Delivery instructions will be as directed on each purchase order.
- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Bidder.
- Bidder must notify the UTA division requesting order of its delivery time, no less than twelve hours (12hrs) prior to scheduled delivery.
- Split load capabilities are expected.
- Bidder must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

**TANKER BULK DELIVERIES:** The quantity of material delivered must be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Deliveries will be measured by a UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through the stick measurement and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

**DRUMS, TOTES, & SUPPLIED CONTAINERS:** The contents of all drums, totes, or containers supplied under the contract must be clearly marked with the brand manufacturer's name, product's name, product ID number and origin, at a minimum. All drums, totes, or containers must be properly sealed. All

drums or containers showing evidence of leakage after delivery are to be replaced by the Bidder at no extra charge immediately upon report by the UTA representative.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All 55-gallon drums must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Bidder. UTA will have the option of disposing of drums or having the Bidder pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Bidder.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Bidder delivered them in, no dents or damages to drums. c.) There is a 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

**VERIFICATION OF DELIVERY ORDERS:** The Bidder must include a packing slip/ delivery ticket with each order that details the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, quantity delivered, contract unit price and extended amount. Failure to provide this information may cause delays in payments. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Bidder must ensure all non-bulk products including drums / totes must be fully marked to indicate the manufacturer's name, product identification, classifications and compliance with specified grades and manufacturer's test compliance. If shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments must be rejected. Upon UTA request or whenever applicable, the Bidder must provide a copy of the Safety Data Sheet (SDS) for delivered products.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Bidder will be notified immediately.

**SPILLAGE:** The Bidder will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Bidder will also be responsible for all subsequent damages or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Bidder must immediately notify the buyer of a spillage.

**SAMPLES AND TESTING:** UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Bidder will be responsible to provide another delivery within twenty-four {24} hours.

Samples will be retained by UTA as evidence and will be available to the Bidder for testing if requested.

**SAFETY AND BIDDER SAFETY ORIENTATION TRAINING:** The Bidder must comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations, or penalties it may receive while working on this project.

**SAFETY DATA SHEETS (SDS):** All Safety Data Sheets (SDS) applicable to any item or product called for under this IFB or required for use on UTA property as a result of this IFB, are required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.

**DISCLOSURE OF PRODUCT COMPOSITION:** The Bidder must furnish (SDS) or manufacturer's equivalent information sheets on the products offered with its bid. These sheets must list complete chemical ingredients including the percentage composition of each ingredient and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

**FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS:** Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Bidder within 24 hours of notification at no cost to UTA. The Bidder will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Bidder will reimburse UTA for all costs incurred to remove said products from UTA storage vessels, tanks, tanks, and vehicles already serviced to include man-hours and materials etc. The Bidder will also be responsible for any tests or evaluations required to place the storage tanks back in service.

The Bidder will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Bidder must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Bidder must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

**LOCATIONS FOR DELIVERY:** All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Meadowbrook Division  
3600 S 700 W, Bldg 3  
Salt Lake City, UT 84119

Central Division  
611 W 200 S  
Salt Lake City, UT 84104

Mt Ogden Division  
135 W 17th St  
Ogden, UT 84404

TRAX/Lovendahl Center  
613 W 6960S  
Midvale, UT 84047

Jordan River RailService Center  
2264S 900W  
Salt Lake City, UT 84119

Mt. Timpanogos Division  
1110 S Geneva Rd  
Orem, UT 84058

Riverside Division  
3610S 900W  
Salt Lake City, UT 84119

Meadowbrook Support Maintenance  
3600 S 700 W, Bldg 8  
Salt Lake City, UT 84119

Warm Springs Division  
900 N 500W  
Salt Lake City, UT 84116

UTAShippingandReceiving Mark For: (PO#)  
3600S 700W  
Salt Lake City, UT 84119



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid must be determined by the bid price for the products defined on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form

UTA reserves the right to award all or part of its requirements under this IFB to multiple Bidders.

Awardee(s) will be required to provide a Certificate of Insurance (COI) (i.e., Acord form)

Please use the Excel '22-03628BCM Oils, Lubricants, and Fluids Bid Form' attached in SciQuest to record bid pricing.

**Bid must be Submitted in SciQuest**



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.SciQuest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at [SciQuestadmin@utah.gov](mailto:SciQuestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder must notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and must propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

#### **1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

#### **1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

#### **1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

#### **1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

#### **1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions must be considered.

#### **1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor must also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder must submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided must include the following:
  - Set up and maintain contractor login for all persons inputting information in the system
  - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
  - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
  - All subcontract award amounts, date signed, and change orders
  - Certified payroll information must be uploaded on a weekly basis; all other information must be uploaded or input no less than monthly.

The Contractor must include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **SELECTION PROCESS**

#### **1.1.1.15 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

#### **1.1.1.16 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

#### **1.1.1.17 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

#### **1.1.1.18 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

#### **1.1.1.19 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

#### **1.1.1.20 Requests for Clarification**

The Bidder must provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

### **PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence must be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer must make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



# INVITATION FOR BIDS

## Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties must submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor must also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor must maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor must retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor must allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor must not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor must 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor must be responsible for delivery costs and all risk of loss must remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor must deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**10. INVOICING AND PAYMENT:**

- a. Contractor must invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor must submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor must include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA must 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 must not be unreasonably withheld. UTA must 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 must be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 Vendor’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.

12. **INDEMNIFICATION:** Vendor must release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

**13. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must 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 must 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

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased,

hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

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

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

<del>Each Claim</del>	<del>_____</del>	<del>\$1,000,000</del>
<del>Annual Aggregate</del>	<del>_____</del>	<del>\$2,000,000</del>

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

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority must be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers must endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance must be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor must furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract must be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description must be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor s' certificate(s) must include all subcontractor s as additional insureds under its policies or subcontractor s must maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability must not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance must name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by Claims and Insurance Department or the Office of General Counsel, whose decision must be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA must pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor must account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be

entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor'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.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor must 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 Vendor to submit additional environmental documents. Vendor must provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor must not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA

Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



# INVITATION FOR BIDS

## Part 5 – Declarations, Offer, and Conflict of Interest Form

### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:

Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date NA \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

VGP Holdings LLC

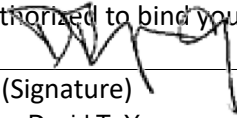
\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Signature)  
David T. Young, VP of Sales  
\_\_\_\_\_  
(Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid must be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

VGP Holdings LLC	
_____ (Contractor's Name) 100 Valvoline Way, Lexington, KY 40509	_____ (Signature) David T. Young
_____ (Contractor's Address) 503-961-0397	_____ (Print Name) VP of Sales
_____ (Contractor's Phone Number) scott.kay@valvoline.com	_____ (Title) 2-2-23
_____ (Contractor's Email Address) 61-1782198	_____ (Date)
_____ (Contractor's EIN)	

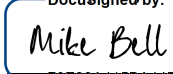
**C. UTA'S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

_____ Date _____	_____ Date _____
Name / (Chief Operating Officer)	Name / (Executive Director)

\_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by:  
Name (Project Manager)  
 Date 2/3/2023

70E33A415BA44F6...  
Name / (UTA Legal)

# PRICE SCHEDULE For UTA Contract 22-036284 with VAVLOINE

PRICE SCHEDULE For UTA Contract 22-036284 with VALVOLINE																								
UTA Invitation for Bid (IFB) 22-036284M 5 Year Oil, Lubricants, and Fluids																								
For Five (5) Year Period (January 1, 2023 - December 31, 2027)																								
Item	P - Petroleum P - Fluid PA - Petroleum Added FA - Fluid	Bulk	Drum	Description	Specifications	Brand	Valvoline Part Number	UTA's Requested UOM	2023 - 2027 Estimated Usage Qty's															
									Year 1 (2023)			Year 2 (2024)			Year 3 (2025)			Year 4 (2026)			Year 5 (2027)			
									Est. 2023 Usage Qty	UOM Unit Price	Est'd Price	Est. 2024 Usage Qty w/ 2% escalation	UOM Unit Price	Est'd Price	Est. 2025 Usage Qty	UOM Unit Price	Est'd Price	Est. 2026 Usage Qty w/ 2% escalation	UOM Unit Price	Est'd Price	Est. 2027 Usage Qty	UOM Unit Price	Est'd Price	Y 2023-2027 (5Yr) Total Qty
1	P		Drum	VALVOLINE MANULIFE ATF BULK	meets Mercon LV, LVV, & Dextron 6, (12/22/22 Valvoline - Scott & Curt Oil - Blake both listed MANULIFE spec's Mercon LV & Dextron 6 only no LVV) Fleet Engineering to fit spec. LV fluid meets LVV 10000 series.	Valvoline	MANULIFE VV326	GAL	400	\$ 16.95	\$ 6,780.00	408	\$ 17.20	\$ 7,017.60	400	\$ 17.40	\$ 6,960.00	408	\$ 17.60	\$ 7,180.80	400	\$ 17.80	\$ 7,120.00	2016
2	P		Bulk	VALVOLINE MANULIFE ATF BULK	meets Mercon LV, LVV, & Dextron 6, (12/22/22 Valvoline - Scott & Curt Oil - Blake both listed MANULIFE spec's Mercon LV & Dextron 6 only no LVV) Fleet Engineering to fit spec. LV fluid meets LVV 10000 series.	Valvoline	MANULIFE VV3240	BULK (GAL)	400	\$ 14.95	\$ 5,980.00	408	\$ 15.20	\$ 6,201.60	400	\$ 15.40	\$ 6,160.00	408	\$ 15.60	\$ 6,364.80	400	\$ 15.80	\$ 6,320.00	2016
3	P		Drum	SD390 MOTOR OIL QT	CK-4Meets or Exceeds: API SN, API SM, API S1, API S1, ESAC GF-6A, ACEA A5/B5-16, API SN Plus, API SN Plus Resource Conserving, API SP, API SP Resource Conserving, ASTM: 1200 (incl)D445-11a, D97-11, D2896-11,D92-05, D5800-10, D2270-10a1,D4688-10, GF1/GF-4, CE1/2000	Valvoline / Premium Blue 1 Solution Gen-2	883428	QRT	0	\$ 0.76	\$ -	0	\$ 0.83	\$ -	0	\$ 0.88	\$ -	0	\$ 0.93	\$ -	0	\$ 0.98	\$ -	0
4	P		Drum	9920 SYNTHETIC BLEND DRUM	ASTM: D2286-10a1, D445, D462/D2017-11,D2896-11, D92, D5800-10, D2270-10a1, D4688-10, D4, GF-5/GF-4, A60MA, Dexon 1, MS-6395, VSS-M3/36-A, API SP, GF-6, Dexon 2	Valvoline or approved equal	VV110	DRUM 55gal	0	\$ 683.75	\$ -	0	\$ 669.30	\$ -	0	\$ 676.50	\$ -	0	\$ 687.50	\$ -	0	\$ 698.50	\$ -	0
5	P		Bulk	ACDelco Dexon SW 30 Synthetic	API SP, GF-6, Dexon 2	Valvoline or approved equal	881164	GAL	2000	\$ 15.50	\$ 30,600.00	2040	\$ 15.05	\$ 30,702.00	2000	\$ 15.50	\$ 31,000.00	2040	\$ 15.70	\$ 32,038.00	2000	\$ 15.90	\$ 31,800.00	10080
6	P		Drum	PREM BLUE 1 SOLUTION GEN 3 GA JUG	Must meet CES 20002, API, CMA SP, SMA Plus, must be good for diesel and natural gas specifications of Cummins	Valvoline	891007	GAL	2044	\$ 14.55	\$ 29,740.20	2085	\$ 14.80	\$ 30,856.20	2044	\$ 15.00	\$ 30,660.00	2085	\$ 15.20	\$ 31,690.34	2044	\$ 15.40	\$ 31,477.60	10080
7	P		Bulk	PREM BLUE 1 SOLUTION GEN2 BULK	Must meet CES 20002, API, CMA SP, SMA Plus, must be good for diesel and natural gas specifications of Cummins	Valvoline	891001	BULK (GAL)	25100	\$ 12.35	\$ 310,096.15	25611	\$ 12.60	\$ 322,700.87	25100	\$ 12.80	\$ 321,396.20	25611	\$ 13.00	\$ 332,946.34	25100	\$ 13.20	\$ 331,438.80	13864
8	P		Drum	88W90 GEAR OIL	SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05,	Valvoline HD, or approved equal	803515	GAL	1100	\$ 6.00	\$ 6,600.00	1122	\$ 5.825	\$ 18,292.50	1100	\$ 5.65	\$ 18,095.00	1122	\$ 5.655	\$ 18,681.30	1100	\$ 5.680	\$ 18,579.00	554
9	P		Bulk	88W90 GEAR OIL BULK	SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05,	Valvoline HD, or approved equal	798486	BULK (GAL)	1100	\$ 14.40	\$ 15,840.00	1122	\$ 14.65	\$ 16,437.30	1100	\$ 14.85	\$ 16,335.00	1122	\$ 15.05	\$ 16,886.10	1100	\$ 15.25	\$ 16,775.00	554
10	P		Drum	88W90 GEAR OIL DRUM	SAE J2360, MT-1, GD-1, G-760, ATSM: D445, D2983-09, D2270-10a1, D97-11a, D92-05,	Valvoline HD, or approved equal	803514	DRUM 55gal	44	\$ 866.25	\$ 38,115.00	45	\$ 880.00	\$ 39,600.00	44	\$ 891.00	\$ 39,204.00	45	\$ 902.00	\$ 40,481.70	44	\$ 913.00	\$ 40,172.00	222
11	P		Drum	MOBIL DTE 24 - RANDO HD DRUM	ASTM: D287-02, D445, D2270-10a1, D97-11a, D92-05, D943, D945-09, D1401-10, GF-4, GF-5, GF-6	Exxon Mobil	VV402	DRUM 55gal	0	\$ 595.25	\$ -	0	\$ 600.00	\$ -	0	\$ 616.00	\$ -	0	\$ 627.00	\$ -	0	\$ 638.00	\$ -	0
12	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70113	DRUM 55gal	0	\$ 15.42	\$ -	0	\$ 15.30	\$ -	0	\$ 15.54	\$ -	0	\$ 15.65	\$ -	0	\$ 15.75	\$ -	0
13	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70129	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
14	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70130	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
15	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70131	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
16	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70132	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
17	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70133	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
18	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70134	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
19	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70135	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
20	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70136	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
21	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70137	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
22	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70138	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
23	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70139	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
24	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70140	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
25	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70141	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
26	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70142	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
27	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70143	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
28	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70144	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
29	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70145	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
30	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70146	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
31	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70147	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
32	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70148	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
33	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70149	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
34	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70150	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
35	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70151	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
36	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70152	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
37	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70153	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
38	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70154	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
39	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70155	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
40	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline or Approved Equal	Valvoline VV70156	DRUM 55gal	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0	\$ 1,200.00	\$ -	0
41	P		Drum	VALVOLINE 15W-40 FULL SYNTHETIC GREASE	ASTM: D133, D133-12	Valvoline																		



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Cheryl Beveridge, Chief Operating Officer  
**PRESENTER(S):** Nathan Hess, Fleet Engineering Supervisor  
Brent Miller, Contract Buyer

**TITLE:**

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**Contract: Oil, Lubricant, and Fluid Products for Bus and Rail Maintenance (Solutions Plus, Inc.)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute this contract and associated disbursements with Solutions Plus to provide Bio Fresh and Clean products in the amount of \$349,739.00.

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**BACKGROUND:**

UTA's revenue vehicles require regular service intervals to maintain the warranty and life expectancy of our vehicles. Various fluids are an integral part of maintaining our fleet. Bio Fresh is used in the Front Runner lavatories providing our customers with a positive experience on our trains. This is part of the full Fluids contract.

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**DISCUSSION:**

This Procurement was completed as an invitation for bid (IFB) and resulted in contracts between Utah Transit Authority (UTA) and multiple awardees (see below) to supply UTA with oils, lubricants, and fluids for all of its bus & rail divisions in support of vehicle and facility maintenance. Solutions Plus will provide Bio Fresh as part of this contract. Solutions Plus gives UTA the Best value to meet our specifications at the lowest price.

Solicitation: IFB 22-03628BCM for RSS 11291.

Applicable Contracts: 22-036281, 22-036282, 22-036283, 22-036284, & 22-036285

These contracts will be for five (5) years to commence upon approval and will expire when all services have been received approximately December 31,2027. The combined pricing for all five (5) contracts is estimated at \$5,940,353.07 over a five (5) year period.

	Yr1 (2023)	Yr2 (2024)	Yr3 (2025)	Yr4 (2026)	Yr5 (2027)	5yr Total/Supplier (PO)
Crus Oil	\$ 113,345.09	\$ 121,890.47	\$ 76,299.13	\$ 133,723.24	\$ 85,657.03	\$ 530,914.97
Rhinehart Oil	\$ 80,553.78	\$ 216,918.44	\$ 212,665.13	\$ 216,918.44	\$ 212,665.13	\$ 939,720.93
Senergy Petroleum	\$ 2,095.47	\$ 2,158.33	\$ 2,201.51	\$ 2,245.52	\$ 2,290.45	\$ 10,991.28
Solutions Plus	\$ 66,233.70	\$ 69,169.46	\$ 69,392.70	\$ 72,391.64	\$ 72,551.70	\$ 349,739.21
Valvoline	\$ 858,996.03	\$ 916,684.78	\$ 672,062.36	\$ 961,536.07	\$ 699,707.44	\$ 4,108,986.69
Annual Total	\$ 1,121,224.07	\$ 1,326,821.49	\$ 1,032,620.83	\$ 1,386,814.92	\$ 1,072,871.76	\$ 5,940,353.07

The pricing presented on the price forms with each contract are estimates only based on UTA’s best estimate for forecast usage over a five (5) year period. The estimated usage was only used to allow bidders to quote realistic pricing and are not an obligation to purchase.

The contract values for each supplier shall not exceed the amounts as stated in this board memo and in accordance with the limits of the RSS requisition.

Actual cost will be tracked and managed by the Procurement Department via POs within UTA’s ERP system JDE.

**CONTRACT SUMMARY:**

**Contractor Name:** Solutions Plus, Inc.  
**Contract Number:** 22-036285BCM  
**Base Contract Effective Dates:** 2/22/2023 TO 12/31/2027  
**Extended Contract Dates:** N/A  
**Existing Contract Value:** N/A  
**Amendment Amount:** N/A  
**New/Total Contract Value:** \$349,739.00  
**Procurement Method:** IFB  
**Budget Authority:** 2023 Maintenance Operating Budgets

**ALTERNATIVES:**

One additional bidder provided pricing for this product with a price 4 time higher per gallon than Solutions

plus bid.

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**FISCAL IMPACT:**

This contract is estimated at \$69,948.00 a year for a total 5 year contract estimated at \$349,739.00.

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**ATTACHMENTS:**

22-036285 Solutions Plus IFB 22-03628BCM Oils Lubes & Fluids MB signed



# INVITATION FOR BID

## Cover Sheet

General Information			
Project Name	Oils, Lubricants, and Fluids		
Project Description	The Utah Transit Authority (UTA) seeks a Source to provide and deliver Oil, Lubricant, and Fluid Products to UTA Bus and Rail Divisions for 10 UTA locations from Ogden to Provo.		
Project Start Date/Length	<b>Approximately January 2023 / Five Years (5yr) Term</b>		
Contract Type	Firm Fixed Price		
UTA Project Manager	Jonathan Hayford		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal	<b>Race Neutral</b>		
Procurement Process Information			
IFB No.	<b>22-03628BCM</b>		
Contract Administrator	Brent Miller 669 West 200 South Salt Lake City, Utah 84101 (801)287-3009 brmiller@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule:			
A) Issue Invitation to Bid	October 25, 2022, 2:00 pm MST		
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	November 08, 2022, 2:00 pm MST		
C) Last day for UTA to issue addenda and clarifications	November 15, 2022		
<b>D) Deadline to submit bids</b>	<b>November 22, 2:00 pm MST</b>		
<b>Included as part of this IFB</b>			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
<b>Bid Contents</b>			

<p><b>Page Limit</b> Cover pages, table of contents, divider tabs, resumes, the Bid Form, and required forms do not count toward the page limit.</p>	<p>25 pages</p>	
<p><b>Submittal Instructions</b></p> <ul style="list-style-type: none"> <li>One (1) electronic copy of the completed/signed Part 5 Declarations, Offer and Acceptance, and One (1) electronic copy of the Bid Form, each in pdf format, must be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
<p><b>Required Forms</b> To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:</p>		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL OVERVIEW GENERAL OVERVIEW**

The Utah Transit Authority (UTA) was incorporated on March 2, 1970 under authority of the Utah Public Transit District Act of 1969 to provide a public mass transportation system for Utah communities. UTA seeks bids to supply UTA with oils, lubricants, and fluids for its Bus & Rail divisions as defined in this IFB, 22-03628BCM Oils, Lubricants, and Fluids.

UTA reserves the right to make an award of all or part of its requirements under this IFB to multiple Bidders.

#### **CONTRACT PERIOD**

~~The required time period for this project will five (5) years. To start January 1, 2023, and last through December 31, 2028.~~ The required time-period is five (5) years for this project. The contract shall commence upon the last signature date on Part 5 section C, and continue for no more than five (5) years. The expectation is that the Bidder(s) will provide all services and support necessary to fulfill all requirements set forth in this IFB for the duration of this contract period.

#### **SCOPE OF WORK**

The Bidder is to provide UTA with vehicle oil, lubricants, and fluids as identified on 22-03628BCM Oils, Lubricants, and Fluids Bid Form. The contract involves products and service that are necessary for the continuation of UTA's vehicle services. Any delivery delays of these products and service would disrupt UTA services and would force UTA to immediately seek alternative sources. Timely delivery is critical to meeting UTA's ongoing needs.

**PREREQUISITES:** Bidder must allow for P-Card transactions as an alternate payment method for purchase transactions less than \$5000.00 USD. All other Invoicing and payment must be in accordance with this IFB, and the Invoicing & Payment instructions as stated in Part 4 Section 10 a&b of this IFB.

All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

**CONTINGENCY & EMERGENCY PLAN:** Economic conditions and Supply-Chain shortages continue to impact all industries to include the petroleum markets. As a result, UTA requires that the Bidder must submit, with their bid: 1) a contingency plan that defines the Bidder's actions taken to mitigate cost and delivery uncertainties that affect the price, availability, and safe delivery of its products; 2) an Emergency Plan that defines its ability to ensure the safe and consistent delivery of

its products and outlines its ownership and process for the safe containment and disposal of any product spillage resulting from the negligence of the Bidder, its agents, employees or Subcontractors.

**BIDDER EXPERIENCE:** Bidder's bid must provide a minimum of three (3) references; including the customer's name, address, and duration of services provided, to document evidence of at least five (5) years' experience in providing the products that are the same as or similar to those listed on UTA's Bid Form. Failure to provide this supporting data and references may render the bid non-responsive.

**BIDDER VISITS/TECHNICAL SUPPORT:** The Bidder must be available, on an "on-call" basis, and within one working day (Monday through Friday), to visit and answer questions, resolve problems, and provide technical advice/support to all of UTA's Maintenance Divisions as necessary. Upon the Project Manager's request, the Bidder must provide product data and training where necessary. Bidder must visit each service location monthly to answer questions, resolve problems and provide technical advice.

The Project Manager will oversee and coordinate monthly site visits and any technical aspect of this IFB and provide guidance as needed. Contract performance will commence on January 1, 2023.

#### **A. EXPLANATION OF THE PRICE**

**BID PRICE:** Bidder must record all pricing for products as listed on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form. The Bid Form will be attached as a separate excel worksheet as part of this IFB in SciQuest. Bidder's pricing must include product price and any applicable discounts, fees, or surcharges. Product pricing must also include the corresponding Unit-Of-Measure (UOM). For any applicable Fees, or Surcharges, the Bidder must clearly define and provide written justification showing such cost are fair and reasonable.

UTA will not be responsible for or pay Freight Charges, or any costs, charges, or fees not identified on the Bid Form. All Pricing must be Tax Exempt. UTA understands the Bidder may not be able to bid all products listed on the Bid Form.

Only product pricing, discounts, fees, surcharges, and minimum quantity amounts identified in the Bid Form will be accepted.

*A Bidder's failure to follow the format specified may be considered non-responsive.*

**PRICE ESCALATION:** UTA will consider price adjustments (increases and reductions) no more than two (2) times annually, to occur every six months starting January 1<sup>st</sup> and June 1<sup>st</sup>, of each contract year. Price adjustments will be evaluated and calculated per product item. The Bidder must submit and justify their request for price adjustments in writing and provide written documentation from their suppliers to support any price adjustments. The Bidder must address all items affected by a specific price change at the same time when possible. Price adjustments will not be retroactive; order prices will not be changed until the adjustments are approved through a UTA written change order. UTA must consider requests for product price adjustments within a reasonable time from date of receipt;

Bidder warrants that it will not delay delivery of items pending price changes. If price increases are not mutually acceptable, the contract product item will be canceled. Requests for price adjustments must be delivered to the UTA Purchasing Department Contract Administrator, attention Brent Miller (Contracts Buyer) via email to: [brmiller@rideuta.com](mailto:brmiller@rideuta.com), or delegate, thirty (30) days prior to the next price adjustment period.

## **B. SPECIAL REQUIREMENTS**

**SPECIFICATONS:** All suppliers, vendors, distributors, providers, or bidders of bulk engine oils must follow API RECOMMENDED PRACTICE #1525A for the handling of bulk engine oils in addition to API Recommended Practice #1525 for the handling of bulk oils. API Licensing /Certification must be provided with bid.

Specifications are as stated on UTA's Bid Form. Specifications reflect the desired minimum requirements of UTA. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering.

Bidder must provide specifications/characteristics for each product offered. Failure to provide this data/documentation may render the offer non-responsive.

**PRODUCT and PRODUCT SUBSTITUTION:** Bidder must ensure all products delivered to UTA are in compliance with UTA specifications as listed on UTA's Bid Form. UTA reserves the right to add additional oil, lubricant, and fluid products as necessary during the term of the Contract. No substitutes or equivalents will be allowed unless first approved and authorized in writing by UTA Fleet Engineering. (See below Part 3 Sec. 6 Request for Approved Equals or Changes for details).

## **C. OTHER GENERAL REQUIREMENTS**

**QUANTITY:** This is a requirements contract for the products or services identified herein and effective for the time stated in this IFB. The quantities indicated on UTA's Bid Form, are estimates and are only to be used in helping the Bidder provide realistic pricing. It's understood these figures are not to be considered or interpreted as a commitment or an obligation by UTA to purchase such amounts. UTA reserves the right to increase or decrease quantities as required during the term of the Contract. Those items showing zero usage were not purchased in the last year. However, they are still active items in the UTA system and may be required under the new contract.

**MINIMUM ORDER QUANTITY:** Bidder must use UTA's 22-03628BCM Oils, Lubricants, and Fluids Bid Form to list any applicable minimum delivery amounts for bulk deliveries.

If the UTA's requirements do not result in orders in the quantities described as "estimated" quantities, that fact must not constitute the basis for a price adjustment or claim against UTA.

**ORDERING:** An authorized UTA representative will order product on an "as needed" basis throughout the term of the contract. Bulk and drum products will be ordered directly by UTA parts departments at the service locations. (See "Delivery Requirements")

Email or phone-in orders placed by authorized UTA representative must be allowed and must reference a valid Contract Number and Delivery Location. Awarded Bidder must reflect the corresponding contract number 22-03628BCM, Delivery Location, and UTA representative that placed the order(s) on all shipping documents and invoices to ensure prompt payment.

**CHANGE ORDERS/ADDITIONS TOTHECONTRACT:** UTA reserves the right to add or delete items to the contract after award.

**OVERSTOCKRETURNS{NON-BULKITEMS}:** During the term of the contract, the requirements for some items may change due to the removal of buses from the fleet, retrofitting, upgrades, or changes in procedures etc. While most of these changes are forecasted and dealt with accordingly, some changes may result in excess stock. The Bidder agrees that they will accept returns on excess items purchased under any resulting contract, at the same price purchased.

**INVOICING AND PAYMENT TERMS:** Invoices must not cover more than one delivery. Any applicable discounts must be clearly defined on invoices.

Invoices for conforming product must reflect both the Contract Number, Ship To Address, Product ID# number, Product Description, Delivery Quantity, and unit price. Payment Terms will be Net30 for deliveries of all products listed on UTA's Bid Form.

See below Part 4 Contract Terms Section 10 a & b for compliance requirements with UTA's Invoicing and Payment terms.

**HANDLING/TRANSPORTING MATERIALS:**

- Bidder must be licensed to handle and haul the products identified in this contract.
- Bidder's vehicles must meet all state and federal regulations pertaining to products being hauled. Vehicle must be licensed to transport products identified in this contract.
- Bidder's transporters must use only qualified and trained personnel to transport products.
- Bidder's transporters must check in with the appropriate UTA point of contact upon arrival at the site and prior to unloading of products.
- Bidder's transporters must be held accountable to operate under current State and Federal regulations pertaining to the products under this contract.
- Bidder will be responsible for and indemnify UTA for the clean-up and clean-up costs of all spillages while hauling UTA products.

**DELIVERY REQUIREMENTS:** In addition to Part 4 Section 8 of this IFB the following is required. All Products including Bulk, Drums, and Non-Bulk will be shipped and delivered to Utah Transit Authority locations as designated at time or order (See **LOCATIONS FOR DELIVERY** below for the list of delivery locations). The Bidder must contact the order requestor or delivery location prior to each delivery, advising estimated time of arrival, product to be delivered, and estimated quantity. Products must be delivered as requested with standard delivery being within two (2) working days for "Bulk" products or fifteen (15) working days or sooner for Drum and Non-Bulk products. *The delivery driver must properly identify himself/herself to the UTA representative upon arrival for each delivery.*

**DELIVERY TIMES:** Deliveries will be accepted no earlier than 7:00 a.m. and not later than 5:00 p.m. on weekdays only. Deliveries will not be accepted on Saturdays, Sundays or legal holidays observed by UTA employees, unless authorized by the ordering Division. Variations to these times may be worked out with each ordering Location/Division.

Friday orders may be delivered the following Monday unless arrangements are made with the ordering Division for a Saturday delivery or a "same day" delivery (additional fees will not be charged for Saturday or "same day" deliveries). For orders placed the day before a holiday or a holiday weekend, delivery will be made the first working day following the holiday, or, on the date the order is placed. Shipments must be delivered where directed and within the time frame agreed upon. "Same day deliveries" are authorized as agreed to by the ordering Division.

- Product UTA considers Inventory items will be placed by the UTA Purchasing Department under separate purchase order(s). Delivery instructions will be as directed on each purchase order.
- UTA requires constant visual supervision of the bulk pumping process by the delivery driver from start to finish.
- All spills must be reported by the delivery driver to UTA receiving clerk immediately, regardless of amount.
- The cost of all spills and clean-up will be coordinated and paid by the Bidder.
- Bidder must notify the UTA division requesting order of its delivery time, no less than twelve hours (12hrs) prior to scheduled delivery.
- Split load capabilities are expected.
- Bidder must have capabilities to pump directly from delivery truck to UTA equipment in rare circumstances.
- Notice: UTA will have Camera Surveillance 24 hours 7 days a week.

**TANKER BULK DELIVERIES:** The quantity of material delivered must be determined by measuring the quantity of product in the underground storage tank at the UTA facility, before the delivery and then again after, using a stick measurement and conversion chart. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Deliveries will be measured by a UTA representative with the tanker driver present. Any discrepancies between the measured amount in the tank and the amount shown on the bill of lading (BOL) will be noted on the bill of lading by the UTA representative and acknowledged by the driver.

In cases where discrepancies occur, UTA will be required to pay for only the amount verified through the stick measurement and not the amount shown on the bill of lading (BOL).

UTA maintains both underground storage tanks and above ground storage tanks. Bidder's tankers must carry the appropriate connections and pumps capable of pumping products into above ground storage tanks when necessary.

**DRUMS, TOTES, & SUPPLIED CONTAINERS:** The contents of all drums, totes, or containers supplied under the contract must be clearly marked with the brand manufacturer's name, product's name, product ID number and origin, at a minimum. All drums, totes, or containers must be properly sealed. All

drums or containers showing evidence of leakage after delivery are to be replaced by the Bidder at no extra charge immediately upon report by the UTA representative.

If leakage is discovered upon delivery, UTA reserve the right to refuse delivery. All 55-gallon drums must be delivered with a vehicle equipped with a powered tailgate, or equivalent, to prevent injury to employees and damage to drums. Failure to do so may result in non-acceptance of delivery, and UTA will not be liable for any costs incurred by the Bidder. UTA will have the option of disposing of drums or having the Bidder pick-up empty drums. Any disposal cost incurred by UTA will be credited by the Bidder.

Empty drums will be picked up based on the following criteria: a.) The empty drums are completely empty of any product. b.) The empty drums are in the condition Bidder delivered them in, no dents or damages to drums. c.) There is a 2 inch and a ¼ inch bung in each drum when delivered; both bungs must be in place to be picked up empty.

**VERIFICATION OF DELIVERY ORDERS:** The Bidder must include a packing slip/ delivery ticket with each order that details the full description of the product(s) being delivered and must include the contract number, ship to address, product number (as identified in the contract), quantity ordered, quantity delivered, contract unit price and extended amount. Failure to provide this information may cause delays in payments. Shipments of bulk products must include the applicable bill of lading (BOL) to be inclusive with the packing slip / delivery ticket.

Bidder must ensure all non-bulk products including drums / totes must be fully marked to indicate the manufacturer's name, product identification, classifications and compliance with specified grades and manufacturer's test compliance. If shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments must be rejected. Upon UTA request or whenever applicable, the Bidder must provide a copy of the Safety Data Sheet (SDS) for delivered products.

Each shipment will be verified by the UTA representative. Should a discrepancy occur, the Bidder will be notified immediately.

**SPILLAGE:** The Bidder will be solely responsible for and will indemnify UTA for the cost and timely clean-up of any product spills and/or leaks resulting from their negligence during or as a result of deliveries. The Bidder will also be responsible for all subsequent damages or loss to UTA property or equipment, or any other property or equipment, due to spill and/or leak as the result of their negligence. The Bidder must immediately notify the buyer of a spillage.

**SAMPLES AND TESTING:** UTA reserves the right to take samples of every load of product delivered and test it for water and contaminants. If a sample is judged unacceptable, the delivery will not be accepted, and the Bidder will be responsible to provide another delivery within twenty-four {24} hours.

Samples will be retained by UTA as evidence and will be available to the Bidder for testing if requested.

**SAFETY AND BIDDER SAFETY ORIENTATION TRAINING:** The Bidder must comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations, or penalties it may receive while working on this project.

**SAFETY DATA SHEETS (SDS):** All Safety Data Sheets (SDS) applicable to any item or product called for under this IFB or required for use on UTA property as a result of this IFB, are required at bid submission, UTA's safety and environmental team will approve any applicable SDS prior to the award of the contract. No product will be delivered to UTA or used on UTA property without prior approval by UTA; no contract will be awarded without this approval.

**DISCLOSURE OF PRODUCT COMPOSITION:** The Bidder must furnish (SDS) or manufacturer's equivalent information sheets on the products offered with its bid. These sheets must list complete chemical ingredients including the percentage composition of each ingredient and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application.

**FAILURE TO COMPLY WITH SPECIFICATIONS/CONTAMINATED PRODUCTS:** Any product that is contaminated or otherwise not in compliance with UTA specifications must be removed from the UTA property by the Bidder within 24 hours of notification at no cost to UTA. The Bidder will be responsible for all charges for any required clean-up caused by the contaminated product to include hoses, pumps, tanks etc.

The Bidder will reimburse UTA for all costs incurred to remove said products from UTA storage vessels, tanks, tanks, and vehicles already serviced to include man-hours and materials etc. The Bidder will also be responsible for any tests or evaluations required to place the storage tanks back in service.

The Bidder will be required to replace the delivery with acceptable product within 24 hours of the time the storage facilities are cleared. The Bidder must meet or exceed all OSHA, DOT, EPA and any other applicable regulations and specifications set for this type of service, including obtaining all appropriate licenses and permits for handling the product. The Bidder must provide copies of all permits and licenses required for this type of service to the Contracting Office prior to starting work.

**LOCATIONS FOR DELIVERY:** All deliveries for bulk and drum orders, deliveries will be made to the UTA Division requiring the product. Locations may be added or deleted through the life of the contract at the contract administrator's written consent. Service locations include the following:

Meadowbrook Division  
3600 S 700 W, Bldg 3  
Salt Lake City, UT 84119

Central Division  
611 W 200 S  
Salt Lake City, UT 84104

Mt Ogden Division  
135 W 17th St  
Ogden, UT 84404

TRAX/Lovendahl Center  
613 W 6960S  
Midvale, UT 84047

Jordan River RailService Center  
2264S 900W  
Salt Lake City, UT 84119

Mt. Timpanogos Division  
1110 S Geneva Rd  
Orem, UT 84058

Riverside Division  
3610S 900W  
Salt Lake City, UT 84119

Meadowbrook Support Maintenance  
3600 S 700 W, Bldg 8  
Salt Lake City, UT 84119

Warm Springs Division  
900 N 500W  
Salt Lake City, UT 84116

UTAShippingandReceiving Mark For: (PO#)  
3600S 700W  
Salt Lake City, UT 84119



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low Responsive and Responsible bidder. Low bid must be determined by the bid price for the products defined on UTA's 22-03628BCM Oils, Lubricants and Fluids Bid Form

UTA reserves the right to award all or part of its requirements under this IFB to multiple Bidders.

Awardee(s) will be required to provide a Certificate of Insurance (COI) (i.e., Acord form)

Please use the Excel '22-03628BCM Oils, Lubricants, and Fluids Bid Form' attached in SciQuest to record bid pricing.

**Bid must be Submitted in SciQuest**



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### INSTRUCTIONS TO BIDDERS

#### 1.1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest by the “Bid ends” date and time listed on SciQuest. Bids uploaded after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid is properly uploaded by the deadline.

Log onto SciQuest at <https://solutions.SciQuest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>; if you have already registered, login and search by Utah Transit Authority or the IFB number.

If you need to create an account, please select “Create Account” and then you can search UTA or the IFB number identified on the Cover Page. If you need assistance, please email the Utah Supplier Portal Support at [SciQuestadmin@utah.gov](mailto:SciQuestadmin@utah.gov). Instructions to Bidders are included in the IFB documents.

#### 1.1.1.2 Minimum Standards.

This IFB sets forth the minimum requirements that all Bids must meet. Failure to submit Bids in accordance with this IFB will render the Bid non-responsive. UTA may waive immaterial errors in a Bid at its discretion and as permitted by applicable law.

#### 1.1.1.3 Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), Bids submitted by Bidders in response to this IFB and any accompanying documentation will not be made public until the public bid opening.

If the Bid includes information that the Bidder believes to constitute trade secret or non-public commercial or financial information protectable pursuant to UCA §§63G-6a-305(1) and 63G-6a-305(2) (collectively “Business Confidential Information”), then the Bidder must follow the procedure set forth in UCA §63G-6a-309.

**Additionally, for ease of Bid evaluation, UTA requests that each Bidder also follow the steps identified below:**

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the

Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;

- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid “Public Copy.” If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA’s cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

All records pertaining to this procurement will become public information after award of the Contract, unless such records are identified as, and lawfully constitute, Business Confidential Information as specified above. No liability will attach to UTA for the errant release of Business Confidential Information by UTA under any circumstances.

#### **1.1.1.4 Submitting Questions to UTA**

Questions must be submitted via the SciQuest Q&A page before the end of the Question and Answer period. UTA’s answers to timely questions will be posted on the SciQuest Q&A page.

#### **1.1.1.5 Requests for Approved Equals or Changes**

Whenever a brand, manufacturer, or product name is indicated in this IFB, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, “Requests”) must be submitted via the SciQuest Q&A page before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement.

UTA’s responses to timely Requests will be posted to the SciQuest Q&A page.

It should be understood that specifying a brand name, components, and/or equipment in this IFB will not relieve the Bidder from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Bidder must notify UTA of any inappropriate brand name,

component, and/or equipment that may be called for in this IFB and must propose a suitable substitute for consideration.

UTA retains the discretion to withhold approval for one of more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

**1.1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum to the IFB or through its responses to questions posted on the SciQuest Q&A page.

**1.1.1.7 Multiple or Alternative Bids**

Submission of multiple or alternative Bids, except as specifically called for in the IFB, may render all such Bids non-responsive and may cause the rejection of some or all of such Bids.

**1.1.1.8 Withdrawal of Bids**

A Bidder may withdraw its Bid from SciQuest before the Bid due date without prejudice to itself.

**1.1.1.9 Cost of Bids**

UTA is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this IFB.

**1.1.1.10 Examination of Invitation for Bids**

The submission of a Bid constitutes an acknowledgment upon which UTA may rely that the Bidder: (i) has thoroughly examined and is familiar with the IFB, including the contractual terms in Part 4, (ii) is familiar with any work site identified in the IFB, and (iii) has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions will in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any contract awarded pursuant to this IFB. No reduction or modification in the Bidder's obligations will be allowed based upon a lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions. Minor clarifications and/or tailoring of terms and conditions must be considered.

**1.1.1.11 Firm Offer**

Unless otherwise stated in this IFB, submission of a Bid constitutes an offer to provide the goods or services described in the IFB, for the price set forth in the Bid. Such offer must be good and firm for a period of ninety (90) days after the Deadline to Submit Bids.

#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

An organizational conflict of interest means that because of other activities, relationships, or contracts, the Bidder is unable, or potentially unable, to render impartial assistance or advice to UTA; a Bidder's objectivity in performing the work identified in this IFB is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. If a Bidder believes that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest in its Bid, and describe the measures taken by the Bidder to mitigate such conflict. UTA will review such information and, in its sole discretion, determine whether a real or perceived organizational conflict of interest exists, and whether such conflict warrants disqualification of the Bidder, or may be mitigated by taking further measures.

#### **1.1.1.13 No Collusion**

By submitting a Bid, the Bidder represents and warrants that its Bid is genuine and not a sham, and that the Bidder has not colluded with any other parties regarding this procurement process. If UTA learns that the Bid is not genuine, or that the Bidder did collude with other parties, or engaged in any anti-competitive or fraudulent practices in connection with this procurement process, UTA may immediately terminate any resulting contract and seek any remedies available in equity or at law.

#### **1.1.1.14 Federal Requirements. (if applicable)**

If federal funds are being used to finance this project, the Contractor must also comply with the additional applicable federal terms and conditions listed in Part 6a and submit all applicable certifications, forms and reports listed in Part 6b.

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder must submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided must include the following:
  - Set up and maintain contractor login for all persons inputting information in the system
  - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
  - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
  - All subcontract award amounts, date signed, and change orders
  - Certified payroll information must be uploaded on a weekly basis; all other information must be uploaded or input no less than monthly.

The Contractor must include this clause in all subcontracts and manage and monitor compliance of all subcontractors within the UTA eComply system

## **SELECTION PROCESS**

#### **1.1.1.15 Public Opening**

This is an IFB and, as such, the Bids submitted in response to this IFB will be subject to a public opening.

#### **1.1.1.16 UTA's Procurement Options**

Based on submitted information, UTA may do or take any of the following actions, without limitation:

- Award the contract to the lowest responsive and responsible Bidder who meets the criteria set forth in this IFB.
- Amend and reissue the IFB in order to clarify and correct.
- Cancel the invitation for bids without awarding a contract.

#### **1.1.1.17 Responsiveness**

Bids that are conditional, that attempt to modify the IFB requirements, that contain additional terms or conditions, or that fail to conform to the requirements or specifications of the IFB may be considered non-responsive. Notwithstanding, minor clarifications/tailoring to terms and conditions may be considered.

#### **1.1.1.18 Responsibility**

UTA will not select a Bidder who is deemed by UTA, in its sole discretion, to lack the ability or responsibility to perform successfully under the terms of the contract. Such determination of responsibility may encompass management, technical, legal, and financial matters.

#### **1.1.1.19 Checking References.**

The Utah Transit Authority reserves the right to contact any reference specifically named by the Bidder in its Bid or any other additional references as deemed appropriate by UTA, including references suggested by the Bidder's named references or references known to UTA through its own knowledge of the transportation industry.

#### **1.1.1.20 Requests for Clarification**

The Bidder must provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

All requests for Clarification will be in writing via E-mail, responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by UTA.

### **PROTESTS**

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-1601 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by delivery via email to [protests@rideuta.com](mailto:protests@rideuta.com).

All protests must include:

- The name and address, and email address of the protester.
- The appropriate contact person for the protester, to whom all protest correspondence must be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation: (i) the alleged facts and evidence giving rise to the protestor to claim that it has been aggrieved; (ii) the protestor's standing to protest; and (iii) the legal grounds upon which the protest is based.

The Procurement Officer must make a written determination regarding the protest. An unfavorable determination of the UTA Procurement Officer is eligible for administrative reconsideration by a panel determined by the Chair of the UTA Board of Trustees. A notice of appeal must be delivered by the Protestor within five (5) calendar days of the date of the Procurement Officer's decision. A notice of appeal addressed as follows:

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any further appeal may only be made pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.* A protesting entity must exhaust administrative appeals prior to filing a judicial appeal pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the solicitation documents (“Solicitation Documents”) to which these UTA Standard Terms and Conditions are attached. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the Solicitation Documents, including those specified in the Solicitation Documents and any additional Services incidental to the furnishing of Goods.

1. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties must submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the Solicitation Documents and the contract (the “Contract”) resulting from UTA’s acceptance and counter-execution of a bid/Bid form submitted by the Vendor pursuant to the Solicitation Documents. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** Vendor 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. Vendor must also comply with all applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Vendor must maintain all records necessary to properly account for the payments made to Vendor for costs authorized by the Contract. Vendor must retain those records for at least six years after the Contract is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). Vendor must allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Contract, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Vendor 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.
5. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor. As such, Vendor has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. Vendor must not perform any acts as agent for UTA, except as expressly set forth in the Contract. Compensation stated in the Contract is the total amount payable to Vendor by UTA. Vendor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for the Goods and/or Services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of Vendor.
6. **STANDARD OF CARE.** Vendor must 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).

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor must be responsible for delivery costs and all risk of loss must remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor must deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**10. INVOICING AND PAYMENT:**

- a. Contractor must invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor must submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor must include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA must 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 must not be unreasonably withheld. UTA must 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 must be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (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, Vendor 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 Vendor’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.

12. **INDEMNIFICATION:** Vendor must release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.

**13. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must 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 must 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

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000

- a. The policy must be endorsed to include the following additional insured language: "The Utah Transit Authority must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased,

hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

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

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

<del>Each Claim</del>	<del>_____</del>	<del>\$1,000,000</del>
<del>Annual Aggregate</del>	<del>_____</del>	<del>\$2,000,000</del>

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

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority must be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
- 3. Contractor and their insurers must endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance must be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor must furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract must be emailed directly to Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description must be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor s' certificate(s) must include all subcontractor s as additional insureds under its policies or subcontractor s must maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability must not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractor s maintaining separate insurance must name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by Claims and Insurance Department or the Office of General Counsel, whose decision must be final. Such action will not require a formal Contract amendment but may be made by administrative action.
14. **TERMINATION FOR COVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA must pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor must account for the same, and dispose or deliver it in the manner the UTA directs.
15. **DEFAULT:** If Vendor: (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, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be

entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify, and hold UTA, its officers, agents, and employees harmless from liability of any kind or nature, arising from Vendor'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.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor must 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 Vendor to submit additional environmental documents. Vendor must provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor'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.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor must not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **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.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

In addition to avoiding discriminatory employment practices as described above, Offeror also declares that all goods and services it provides to UTA are useable and accessible by individuals with disabilities as described in Title II of the American with Disabilities Act and also Section III (H) of UTA

Policy 6.1.1 which states that programs, services, and facilities procured by UTA will be accessible to and useable by individuals with disabilities. Offeror further certifies that any digital software, tool, program, or web application must meet the most recent version of the Web Content Accessibility Guidelines (WCAG) found at <https://www.w3.org/TR/WCAG21>. To the extent Offeror is providing transportation services, vehicles, or facilities it also declares that it is in compliance with Department of Transportation (DOT) ADA standards found at 49 CFR Parts 27, 37, 38, and 39.

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



# INVITATION FOR BIDS

## Part 5 - Declarations, Offer, and Conflict of Interest Form

### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Bidder has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302.
4. I acknowledge receipt of the following addenda to this IFB:


Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

5. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the IFB, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

The undersigned is authorized to make the foregoing declarations, acknowledgements, and certifications set forth above.

Solutions Plus, Inc.  
 \_\_\_\_\_  
 (Contractor's Name)

DocuSigned by:  
  
 \_\_\_\_\_  
 (Signature)  
 Mike Gwin  
 \_\_\_\_\_  
 (Print Name)

**B. CONTRACTOR'S OFFER**

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the IFB (including any amendments), for the price set forth on Contractor's Bid Form. Contractor accepts all UTA terms and conditions included with the IFB and acknowledges that any conflicting terms and conditions contained in the Contractor's bid or Bid must be considered null and void. **By signing below, This Contractor's Offer creates a binding Contract, which consists of the IFB Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.**

Signature must be by an officer of your company authorized to bind your company in contractual matters.

Solutions Plus, Inc.  
\_\_\_\_\_  
(Contractor's Name)  
3907 Bach Buxton Rd.  
\_\_\_\_\_  
(Contractor's Address)  
Vice President  
\_\_\_\_\_  
(Contractor's Phone Number)  
mgwin@spiworld.com  
\_\_\_\_\_  
(Contractor's Email Address)  
31-1461806  
\_\_\_\_\_  
(Contractor's EIN)

DocuSigned by:  
*Mike Gwin*  
\_\_\_\_\_  
82BE01611BB14DB...  
(Signature)  
Mike Gwin  
\_\_\_\_\_  
(Print Name)  
Vice President  
\_\_\_\_\_  
(Title)  
2/14/2023  
\_\_\_\_\_  
(Date)

**C. UTA'S ACCEPTANCE and BINDING CONTRACT**

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the IFS Statement of Work or Services, UTA Standard terms and conditions, the UTA IFB terms and conditions, FTA terms and conditions referenced in the IFB, and the Contractor's Bid or Bid, in that order of precedence.

The effective date of the Contract is the date of the last signature on this page.

\_\_\_\_\_  
Date \_\_\_\_\_  
Name/ (Chief Operating Officer)

\_\_\_\_\_  
Date \_\_\_\_\_  
Name *I* (Executive Director)

\_\_\_\_\_  
Date \_\_\_\_\_  
Name (Project Manager)  
DocuSigned by:  
*Mike Bell*  
\_\_\_\_\_  
Date 2/14/2023  
70E33A415BA44F6...  
Name/ (UTA Legal)





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Dave Hancock, Director of Capital Development  
Marcus Bennett, Project Manager Capital Development

**TITLE:**

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**Change Order: Point of the Mountain Transit Project Contract - Stage 2, Amendment 6 (Parametrix)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize executive director to execute Amendment 6 (and its associated disbursements) to the contract with Parametrix for the Point of the Mountain Transit Project in the amount of \$1,193,045.22.

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**BACKGROUND:**

Contract Amendment 6 is the sixth amendment to the Parametrix contract for the Point of the Mountain Transit Project. The original contract was for the transit study (\$757,351) and was approved by the Board of Trustees on July 17, 2019. The first major contract value change order was Amendment 5 which added conceptual engineering, preferred alternative refinement and the environmental document (\$3,462,678). This amendment updates the proposed scope of work to meet the re-programming of the project in response to the Utah State Legislature in the 2022 session. This includes additional robust analysis of multiple rail-based alternatives, additional conceptual engineering, environmental documentation for additional modes, validation of costs, and additional public outreach. The amendment includes \$1,193,045.22 in contract funds for the services described in the scope of work.

The scope of Contract Amendment 6 is consistent with the original competitive selection of Parametrix.

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**DISCUSSION:**

UDOT is now leading and managing the Point of the Mountain project in partnership with UTA. UDOT has elected to progress the project utilizing UTA's existing consultant selections, and contracts. Further, UDOT has

elected for UTA to contract for these additional services in Amendment 6 as a modification to the existing UTA contract, as presented here. UDOT's stated support for this amendment is attached to the change order.

Funding allocated to the project prior to 2022 is housed at UTA. This funding is sufficient to fund the services in Amendment 6.

An update on the status and schedule of project milestones will be provided.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Parametrix
<b>Contract Number:</b>	19-03038TP-6
<b>Base Contract Effective Dates:</b>	6/7/2019 - 6/17/20
<b>Extended Contract Dates:</b>	CO#1 - 7/21/20 CO#2 - 12/31/20 CO#3 - 3/31/21 CO#4 - 6/30/21 CO#5 - 6/30/23 CO#6 - 6/30/24
<b>Existing Contract Value:</b>	Original - \$757,351 CO#1 - \$24,153 CO#2 - No Cost Date Extension CO#3 - No Cost Date Extension CO#4 - No Cost Date Extension CO#5 - \$3,462,678 Total Existing: \$4,244,182
<b>Amendment Amount:</b>	\$1,193,045.22
<b>New/Total Contract Value:</b>	\$5,437,227.22
<b>Procurement Method:</b>	Competitive Procurement
<b>Budget Authority:</b>	5-Year Capital Plan2023-2027

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**ALTERNATIVES:**

UTA could collaborate with UDOT on an alternative contracting mechanism to complete the services

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**FISCAL IMPACT:**

The expenditures that will occur under this contract modification are funded, and consistent with the approved 5-Year Capital Plan2023-2027

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**ATTACHMENTS:**

1. Parametrix Contract Amendment #6

**Utah Transit Authority**  
 669 West 200 South  
 Salt Lake City, Utah 84101  
 Phone: (801) 741-8885  
 Fax: (801) 741-8892



CHANGE ORDER  
 No. 6

TITLE: Point of the Mountain Transit Project Contract #19-03038TP Stage 2, Amendment 6 DATE: 2/22/2023  
 PROJECT/CODE: MSP216 - Point of Mountain AA/EIS This is a change order to CONTRACT No: 19-03038TP  
 TO: Parametrix  
 ATTN: John Willis

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This scope of work amends the work program for Contract #19-03038TP, Amendment 5, for the Point of the Mountain (POM) Transit project. Amendment 5 provided for conceptual design and for the completion of the environmental document for the POM preferred alternative. Amendment 5 was executed in May 2021.

Subsequently, the State of Utah legislature requested additional information about the Project in fall 2021, and in March 2022, passed legislation that provided additional funding to advance the project, placed the Project under the Utah Department of Transportation (UDOT), and directed the Project to examine rail alternatives in an alternatives analysis. This amendment shows the revisions and updates to the Amendment 5 scope to address project adjustments requested by Utah Transit Authority (UTA)/UDOT, and to support the reallocation of existing funds to continue Phase 2, including planning for the additional alternatives analysis and completing environmental review.

This amendment extends project management and administrative services from the original June 2023 completion of work through to the end of June 2024.

Direction or Authorization to Proceed (DAP) previously executed: YES \_\_\_ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES X NO \_\_\_

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	<del>XXXXXXX</del> \$1,193,045	Original Contract Sum:	\$757,351	Final Completion Date Prior to This Change:	6/30/2023
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$3,486,831	<b>Contract Time Change This Change Order (Calendar Days):</b>	<b>366</b>
Cost Plus:	-	<b>Previous Project Total:</b>	<b>\$4,244,182</b>	Final Completion Date as of This Change Order:	6/30/2024
T&M NTE:	<b>\$1,193,045 -</b>	Net Change This Change Order:	\$1,193,045		
<b>Total:</b>	<b>\$1,193,045</b>	<b>Current Project Total:</b>	<b>\$5,437,227</b>		

ACCEPTED: DocuSigned by:  
 By: John Willis  
2E7AD8BEB8914E5  
 Date: 2/1/2023

**John Willis**  
 Parametrix

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Marcus Bennett**  
 Project Manager <\$25,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**David Hancock**  
 Dir. of Capital Development <\$75,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Mary DeLoretto**  
 Chief Service Dev Officer <\$200,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Vicki Woodward**  
 Procurement

DocuSigned by:  
 By: Michael Bell  
70E33A415BA44F6  
 Date: 2/1/2023  
**Mike Bell**  
 Attorney General >\$10,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Jay Fox**  
 Executive Director >\$200,000



**Change Order Summary Worksheet**  
 Previously Authorized Changes

**Contract**      **19-03038TP PAR**

<b>Change Order No</b>	<b>Date</b>	<b>Amount of CO</b>	<b>Running Contract Total</b>	<b>Subject</b>
Original Contract			\$757,351	
1	10/18/2019	\$24,153	\$781,504	Additional Public Involvement Assistance
2	6/19/2020	\$0	\$781,504	No Cost Time extension
3	10/16/2020	\$0	\$781,504	No Cost Time Extension
4	3/19/2021	\$0	\$781,504	No Cost Time Extension
5	5/26/2001	\$3,462,678	\$4,244,182	Exercise Option to Refine LPA Conceptual Design and
<b>Total to Date</b>		<b>\$ 3,486,831</b>		

# SCOPE OF WORK

## Utah Transit Authority Point of the Mountain Transit Project Contract #19-03038TP Stage 2, Amendment 6

### PURPOSE OF THE AMENDMENT

This scope of work amends the work program for Contract #19-03038TP, Amendment 5, for the Point of the Mountain (POM) Transit project. Amendment 5 provided for conceptual design and for the completion of the environmental document for the POM preferred alternative. Amendment 5 was executed in May 2021. Subsequently, the State of Utah legislature requested additional information about the Project in fall 2021, and in March 2022, passed legislation that provided additional funding to advance the project, placed the Project under the Utah Department of Transportation (UDOT), and directed the Project to examine rail alternatives in an alternatives analysis. This amendment shows the revisions and updates to the Amendment 5 scope to address project adjustments requested by Utah Transit Authority (UTA)/UDOT, and to support the reallocation of existing funds to continue Phase 2, including planning for the additional alternatives analysis and completing environmental review.

This amendment extends project management and administrative services from the original June 2023 completion of work through to the end of June 2024.

### SUMMARY

Parametrix (the Consultant) is to advance further study of two primary rail modal alternatives to be considered in addition to the BRT Alternative described in Amendment 5. The revised scope of work under Amendment 6 adds the development of (1) light rail and (2) diesel or electric multiple-unit rail (XMU) for the fixed guideway transit system from FrontRunner Draper Station to South Triumph Station with transit connections to FrontRunner Lehi Station. As a result, bus rapid transit (BRT) and rail alternatives will continue to Stage 2, to complete Conceptual Engineering (CE), environmental documentation and approval, with a revised alternatives analysis to help determine the mode.

This Contract Amendment amends Tasks 1 through 6, makes no changes to unfunded optional Tasks 7 and 8, and adds Task 9 for the Alternatives Analysis:

#### Task 1 – Project Management

##### Subtask 1.1 Project Management Activities

*Re-aligned scope, no new fee*

This task is extended to December 2023, including weekly team meetings through the delivery of the alternatives analysis (approximately March 2023), and then bi-weekly (every two weeks) for the ongoing environmental review to Federal Transit Administration (FTA) release of the Environmental Assessment by fall 2023.

### Subtask 1.6 Risk Assessment

*Re-aligned scope, no new fee.*

For the additional rail/BRT Alternative Analysis (AA), the task provides for two risk related workshops as directed by UTA/UDOT. The risk assessment workshops will be framed to support the revised Alternatives Analysis on the three transit modes and will provide input into the AA screening criteria for risk.

### Subtask 1.7 Owner Directed Reserves

This new subtask is for unanticipated efforts on the Point of the Mountain Transit Project. These efforts must be defined in writing (scope/cost/hours) with the written approval of the UTA project manager (by email) before proceeding.

## Task 2 – Project Refinements and Conceptual Engineering

Task 2 includes Project Refinement, CE design, and advanced conceptual engineering for BRT and rail alternatives, as well as operations analysis to support the conceptual planning of operations and maintenance facilities.

This amendment refines the purpose of some of the products to support a comparative alternatives analysis of rail and BRT alternatives, including capital and operations cost estimating, design compatibility with facilities owned or managed by UDOT, cities, Point of the Mountain State Land Use Authority (POMSLA), and conceptual planning for operations and maintenance facilities. It also supports review of UTA's applicable design standards and operating procedures.

### Subtask 2.1 Engineering Task Management

This task is assumed to continue through the anticipated completion of the alternatives analysis process through a selection of a preferred alternative in March 2023 and adds resources for the management of the two additional core rail alternatives.

### Subtask 2.2 Agency/Stakeholder Coordination

Amendment 5 focused resources for this task on the BRT alternative and are now largely complete. However, the coordination to date addressed many of the localized design questions that would also apply to rail alternatives. Further coordination meetings to accommodate rail alternatives development are to be conducted under other tasks.

### Subtask 2.3 Survey Base Map

No changes are needed.

### Subtask 2.4 Project Refinements and Screening

Amendment 5 addressed the majority of the project refinements needed to define a BRT alternative, but the underlying factors affecting these refinements also support the development and analysis of rail alternatives. No additional effort under this subtask is required.

### Subtask 2.5 Conceptual Engineering

Amendment 6 extends the task to cover the development of light-rail transit (LRT) and diesel multiple unit/electric multiple unit (DMU/EMU) rail alternatives to a similar level of detail as BRT and assumes the majority

of the rail alignments would be similar to the alignment for BRT. Additional conceptual engineering for rail would focus on the design and operational standards that would apply to rail operating on a similar alignment. However, this amendment adds the following:

- Development of rail CE plans including identification of civil improvements, stations, retaining walls, structures, similar to the BRT definition.
- For the purposes of reviewing travel times, operational analyses, fleet, O&M facility considerations and annual operating costs, the DMU/EMU alternative will be progressed as three separate sub-alternatives that share the same conceptual alignment but which differ in terms of rail technologies (vehicles and train control) and regulatory compliance:
  - Stand-alone DMU service not physically connected to FrontRunner tracks and not subject to FRA regulation,
  - Integrated DMU service physically connected to FrontRunner tracks and therefore subject to FRA regulation,
  - Stand-alone EMU service not physically connected to FrontRunner tracks and not subject to FRA regulation.
- Develop rough order of magnitude (ROM) preliminary cost ranges: The Consultant will prepare ROM estimates will be prepared for rail alternatives using the same methodology as developed in the transit study to support Subtask 2.7 Mode Review. The unit prices are based on past UTA projects and infilled with supplemental information from other constructed transit projects. Cost estimates for BRT and rail alternatives to support Subtask 2.7 Mode Review, will be developed based on the CE plan set. ROM estimate includes project soft costs, operations and maintenance (O&M) facilities and potential right-of-way (ROW) acquisition costs.
- ROM cost estimates for up to six different segments and termini locations among the alternatives will be developed to support Task 6 Funding. ROM estimate includes project soft costs, O&M facilities, and potential ROW acquisition costs.

### Assumptions

- In absence of UTA design standards for DMU/EMU rail technology, the design team will coordinate with UTA and UDOT and will incorporate information provided by industry outreach of other sources through UTA and UDOT. The rail standards applied for the development of conceptual designs for rail alternatives will be documented in the Project Design Criteria. UTA will determine if such design criteria are acceptable to their standards for rail design.

### Deliverables

- Draft and Final conceptual plan/profile and cross section sheets to define project footprint and general facility characteristics to support environmental review and agency/stakeholder coordination for rail, including XMU and LRT. Sheet set includes the following:
  - Up to four general sheets.
  - Up to 20 conceptual plan and profile sheets.
  - One typical gate crossing plan.
  - One typical LRT station plan.
  - Up to five typical cross sections for rail guideway.

## SCOPE OF WORK (continued)

- Up to three bridge elevation plans.
- Plans show UTA rail corridor right-of-way, project footprint, rough channelization limits, best known development plans adjacent to stations.
- Draft and Final UDOT, Roadway and Non-motorized and Development Compatibility Report.
- Draft and Final ROM cost ranges for CE plans for BRT and rail to support Subtask 2.7 Mode Review.
- Up to six additional ROM cost estimates for different termini to support phasing and implementation in Task 6.

### Subtask 2.5A Cost Validation Preparation

This added subtask is partnered with a new Subtask 2.5B Cost Validation. This work expands upon the ROM costs completed in Subtask 2.5. The scope of work will breakdown the ROM cost estimates into smaller units of measure based on the common ground alignments for XMU, LRT, and BRT. Previous units of measure were completed using an average cost per linear route foot. This work breaks down the units of measure into more specific quantities based on the design assumptions in the CE plans completed in Subtask 2.5. Additional work in this expansion of unit prices will include a refinement of the ROW acquisitions and O&M capital costs and fleet costs from Subtask 2.6.3.

Below is a summary of the anticipated work:

- Unit price refinement from ROM cost estimates.
- Development of master cost opinion spreadsheet.
- Preliminary ROW square footage impacts and temporary construction easements to be provided to UTA/UDOT for additional ROW analysis for costs.
- For LRT only: Inclusion of DC traction power substation and Overhead Contact System (OCS) costs.
- For EMU sub-alternative only: Inclusion of AC traction power substation and Overhead Contact System (OCS) costs.
- For rail only: Inclusion of train control (signaling) and grade crossing warning devices costs for both rail alternatives.
- For Integrated DMU sub-alternative only: Inclusion of Positive Train Control (PTC) on-board and wayside costs given that the sub-alternative will have a physical (track) connection to the FrontRunner system.
- For all modes: Fleet capital costs including provision for one “protect” (standby) vehicle, spare vehicle margin, supplier maintenance training program and spare parts inventory.

### Assumptions

- UDOT will complete ROW analysis to determine preliminary ROW costs to be used in the cost validation Subtask 2.5B.
- Unit quantities are based on the common ground segment alignments.
- One initial update to the cost opinion spreadsheet is anticipated after the initial Cost Validation meeting.
- A subsequent update the cost opinion spreadsheet will occur after O&M information is completed.

## Deliverables

- Draft master cost opinion spreadsheet with unit prices (empty).
- Final master cost opinion spreadsheet with ROW and O&M costs included.
- ROW mapping sheets from geographic information system and associated ROW impact spreadsheet with parcel information.

## Subtask 2.5B Cost Validation

This subtask is new work to be completed to support a cost validation process to be conducted by UTA/UDOT with outside consultant(s). Consultant shall share background information generated in Subtask 2.5 and Subtask 2.5A to support this effort. In addition, Consultant will complete a cost opinion based the Subtask 2.5A to be included in the cost validation comparison effort. The cost validation process will be managed and hosted by UTA/UDOT and/or other consultants. In addition to the cost opinion, Consultant will support the cost validation in addressing design questions and providing background materials produced in Subtask 2.5. The cost validation will be based off the CE packages and developed for BRT and two rail alternatives. The outcome of the cost validation process will be summarized by Consultant in a memo or chapter to be included in the Revised Alternative Analysis (Task 9). Work will include the following:

- Scope of work review for BRT with UTA/UDOT for inclusion in the ROM cost estimate.
- Scope of work review for the LRT and XMU Alternatives (including distinctions among the three XMU sub-alternatives) with UTA/UDOT for inclusion in the ROM cost estimate.
- Kick off meeting with third-party reviewer to discuss cost validation content.
- Post cost validation review meeting for questions and resolutions.
- Technical finding summary of cost validation process and findings to be included in the revised AA document.

## Assumptions

- UDOT will complete ROW analysis to determine preliminary ROW costs.
- UDOT/UTA will manage the cost validation process and provide a mediator.

## Deliverables

- Draft master cost opinion spreadsheet with unit prices.
- Final master cost opinion spreadsheet with ROW and O&M costs included.
- Draft and Final Cost Validation Finding Summary, to be included in the revised alternatives analysis.

## Subtask 2.5C Advanced Engineering

This subtask is new work to be completed to support Task 9. Work in this subtask will provide additional engineering analysis that may be included in the backup documentation of the refined AA process, or in response to technical questions raised during risk assessment, design, and environmental reviews, or as part of cost and constructability assessments. Anticipated work in this subtask includes up to 15 focused studies to evaluate potential changes to the project's common ground alignment. In addition, these studies will advance engineering to reduce/minimize project risks and/or support cost determinations. These mini studies will be conducted at the

direction of UTA/UDOT. The Consultant will maintain a tracking list of the status of studies, including the definition of each study as directed by UTA/UDOT, deliverable assumptions for each study, and schedule and effort assumptions. Topics will include the following:

- Travel demand modeling related to a FrontRunner station at the Point.
- Existing ROW mapping by surveyors.
- Up to 5,000 feet of Quality Level B utility mapping.
- Up to 3,000 feet of Quality Level C utility mapping.
- Up to 15 Test Holes.
- Advanced structural considerations.
- Up to 6 iterations of providing project executive leadership frameworks of

Additional Topics may include:

- Identifying potential opportunities for single tracking of certain major structures while ensuring that planned frequencies can be reliably operated.
- Blue Line extension consideration with potential project costs.
- Or other variations/defections from the common ground segment.

### Assumptions

- The Consultant shall maintain a tracking list of studies.

The Consultant shall provide written definition to UTA of study assumptions, level of effort and schedule prior to beginning work on the study.

### Subtask 2.6 Operations and Maintenance Base Analysis

Subtask 2.6.1 Conceptual Operations Plan and Operation and Maintenance Base Siting Requirements for Bus Rapid Transit and Subtask 2.6.2 Base Alternative Screening and Concept Design for Bus Rapid Transit were completed as part of Amendment 5.

### Subtask 2.6.3 Rail Conceptual Operations Plan and Operation and Maintenance Base Siting Considerations

New scope, no new fee.

This is a new subtask to support the development of rail alternatives with a base definition of the rail operations and maintenance facilities. UTA has identified preferred and minimum options for the rail operating scenarios and their facilities. Therefore, this task does not address a review of various other siting options for rail.

The Consultant shall support UTA in defining the preferred and minimum maintenance and operations (O&M) facility requirements for meeting the project's rail operating requirements. The team will consider four types of rail and the associated O&M:

- Stand-alone DMU not compliant with FRA regulations and incompatible with FrontRunner,
- Federal Railroad Administration (FRA) compliant DMU (compatible with FrontRunner),

## SCOPE OF WORK (continued)

- Stand-alone EMU not compliant with FRA regulations and incompatible with FrontRunner, and
- Light rail not compliant with FRA regulations but consistent with the existing UTA TRAX network.

Each rail technology will require a plan for operations and maintenance. The Consultant will assess the location and site development feasibility assessment for a facility within the developed parameters of a preferred scenario and a minimum acceptable scenario. For BRT, the team will utilize the information produced in Subtask 2.6.1 and Subtask 2.6.2 for the preferred operation BRT scenario, and will utilize the existing bus operations facility for the minimum operating scenario.

At a conceptual level, the Consultant shall assist UTA in developing and confirming the following:

- Identification of additional fleet needs to operate the Point of the Mountain Project, including standby (“protect”) vehicle and spares.
- Practical travel times in each direction for each station pair, consistent with the signaling system appropriate to the rail technology, to support revised alternatives analysis in Task 9.
- With support from UTA operations staff, general concepts to estimate maintenance base size and functional requirements for light rail – including a preferred scenario and a minimum acceptable scenario.
- With support from UTA operations staff, definition of maintenance base size and functional requirements for stand-alone DMU and for stand-alone EMU– including a preferred scenario and a minimum acceptable scenario.
- With support from UTA operations staff, definition of maintenance base size and functional requirements for integrated DMU including a high-level assessment of whether long-term maintenance and overhaul type work can be accommodated at the existing FrontRunner Warm Springs facility (if so, only a minimum acceptable scenario on the alignment will be advanced).
- With support from UTA operations staff, use information developed in Subtask 2.6.1 and Subtask 2.6.2 for BRT to define a preferred scenario and a minimum acceptable scenario.
- Review of operator facility/comfort requirements at terminal stations with UTA operations staff for each of the two rail alternative alignments. Work with UTA to determine annual operations and maintenance costs to be included in the revised alternatives analysis for all options.
- Travel time implications due to FRA Positive Train Control requirements if the Point of the Mountain alignment is connected to the national rail network via FrontRunner.

### O&M Facility Requirements Analysis

- Work with UTA and Consultant Team staff to characterize the functional requirements and staffing for a “preferred” LRT facility and a “minimum acceptable” LRT facility.
- Provide general assumptions to assist UTA to determine conceptual feasibility of the general modifications/expansions required at the existing FrontRunner Warm Springs Vehicle Maintenance Facility to support maintenance and inspection of the integrated DMU fleet.
- Work with UTA and Consultant Team staff to characterize the functional requirements and staffing for a “preferred” XMU facility and a “minimum acceptable” XMU facility with distinctions depending on EMU or DMU sub-alternatives and whether the XMU alignment is physically connected to FrontRunner or not
- Work with UTA and Consultant Team staff to characterize the functional requirements and staffing for a “preferred” BRT facility and a “minimum acceptable” BRT facility.

## SCOPE OF WORK (continued)

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- Develop concept-level prototype building and site layouts of the preferred/minimum facilities for LRT and XMU, based upon the defined parameters (vehicle size, fleet size, staffing, functional requirements) with yard track concept design performed by Consultant.
- Prepare concept-level capital cost estimates for the seven to eight prototype facilities for rail.
- Prepare concept-level capital cost estimate for the Bluffdale BRT facility.
- Contribute to the technical memorandum: Conceptual Operations Plan and OMF Siting Considerations.

### Assumptions

- Up to four meetings with UTA Operations (light rail and commuter rail) to determine preferred scenario and minimum operating scenario.
- Rail O&M facility will be located within rail corridor or will utilize existing UTA-owned property.
- Bus Rapid Transit O&M facility will be located at the Bluffdale site, as previously located in Subtask 2.6.2
- Annual O&M generated by UTA staff to be reviewed by the Consultant and compared to its own estimates.
- Assessments of train scheduling compatibility with current or future FrontRunner operations, or details of the feasibility of maintenance and operations utilizing an existing UTA rail base would be completed by UTA or others; the analysis covered by Amendment 6 is limited to describing the characteristics for an FRA-compliant vehicle for the Point of Mountain line to access the FrontRunner tracks.

### Exclusions

The following work will not be included within the scope of work:

- Developing concept designs and capital cost estimates for modifying a portion of the existing UTA Warm Springs FrontRunner Maintenance Facility to support maintenance of DMU vehicles there.
- Evaluating the feasibility of using other UTA facilities for specialized work (e.g., wheel truing, paint/body, truck shop, overhaul).
- Identification, evaluation, and screening of potential sites for a rail maintenance facility.

### Deliverables

- Final Technical Memorandum: Conceptual Operations Plan and Operation and Maintenance Base Siting Considerations for Rail.
- Additional fleet requirements and cost, to support Subtask 2.5B Cost Validation.
- Travel times for XMU (three sub-alternatives), LRT, BRT, and backup documentation to support Task 9 and, when coupled with peak service frequency and spare margin assumptions, future fleet requirements.
- Draft and Final conceptual plan/profile sheets to define project footprint and general facility characteristics to support environmental review.
- Capital costs for preferred/minimum operating scenarios to be included in Subtask 2.5B Cost Validation.
- Annualized O&M costs of LRT and the three XMU sub-alternatives to support Task 9.

- PowerPoint presentations and meeting minutes to support O&M-focused meetings.

### Subtask 2.7. Mode Review

This task is to respond to third-party interests and subsequent inquiries requesting further detail regarding rail and rail technology. It includes a review of evaluation criteria applied in Stage 1 (namely, cost and influence on engineering considerations) will be considered, as well as other factors used in the Transit Study (Stage 1). The mode evaluation covers the development of documents and presentation covering factors that influenced mode choice as part of the Transit Study (Stage 1) and coordinate with project partners on this updated mode information. This subtask was funded with a modification to the Environmental Scope noted in Task 3.

#### Subtask 2.7.1 Rail Alternatives Design Approach Review

Subtask 2.7.1 includes the following activities to confirm standards governing rail design development and potential standards and guidelines to be used in developing and evaluating rail alternatives. It includes two workshops:

- *Lehi and Draper Rail Options Workshop to review and provide feedback on rail option development connecting to the FrontRunner stations in Lehi and Draper:*
  - Assume one workshop:
    - Stakeholders: UTA (capital development, planning, light rail operations), Draper, Lehi, Mountainland Association of Governments (MAG), and UDOT.
- *Design and operating standards, including grades, turn radii, platform size and operating requirements:*
  - Assume one workshop:
    - Stakeholders: UTA (capital development, planning, light rail/commuter rail operations), Draper, MAG, and UDOT

#### Deliverables

- Materials for workshops including agenda, summary meeting notes, and supporting documents.

#### Subtask 2.7.2 Rail Engineering and Cost Estimating

This new subtask defines a conceptual alternative for rail alternatives in the Point of the Mountain “Common Ground Segment.” Following a similar alignment as the BRT concept, the Consultant will make modifications to accommodate the geometric and system requirements of rail. The rail alternatives will include an FRA-compliant multiple-unit vehicle that follow similar design standards as a light rail vehicle, initially using UTA’s Light Rail Design Criteria for design guidance but also considering publicly available design standards for FRA-compliant rail vehicles. There are three main areas to re-evaluate:

##### *FrontRunner Draper to Bangerter Highway:*

- Modifications to horizontal alignment and vertical profile.
- Updates to station locations based on horizontal/vertical modifications.
- Updates to design speeds based on revised horizontal curvature.
- Updates to vertical profile to accommodate extra structure depth.

## SCOPE OF WORK (continued)

- Evaluation of under/over existing railroad tracks.
- Concepts for POM transfers or stations and amenities at existing FrontRunner stations.

*Bangerter Highway to SR-92:*

- Modifications to alignment to account for minimum horizontal curvature.
- Modification to vertical profile design and structural limits based minimum/maximum vertical grade for rail.
- Revised structural depths based on light rail criteria.
- Updates to station locations based on horizontal/vertical modifications.
- Updates to design speeds based on revised curvature vertical profile to accommodate.

*SR-92 to FrontRunner Lehi:*

- *Revisions based on termini point determined above:*
  - Modifications to horizontal alignment and vertical profile.
  - Updates to station locations based on horizontal/vertical modifications.
  - Updates to design speeds based on revised curvature vertical profile to accommodate.
  - Specific to FrontRunner Lehi termini:
    - Evaluation of crossing I-15 with a new structure.
    - Access into FrontRunner Lehi station.
    - Reconfiguration of existing station and amenities.
    - Consideration for interlining with existing FrontRunner tracks (similar to FrontRunner Draper above).

*Other engineering considerations, operational constraints, and factors to be developed and documented:*

- A conceptual Operations and Maintenance (O&M) scenario based on DMU/EMU and development of O&M costs.
- Updates to travel times based on engineering revisions.
- ROM Cost Estimate:
  - Revised format to follow SCC codes for tracking purposes.
  - Updated rail ROM costs adapting ROM costs previously developed for BRT.
  - Escalated to future year to align with projected schedule.

**Assumptions**

- Conceptual designs and ROM cost estimates will be developed primarily for mode comparison purposes and would not produce formal plan sets or involve the same levels of iterative QA/QC processes, or UTA and agency reviews as assumed in BRT conceptual engineering.
- Parametrix will utilize the UTA Light Rail Design Criteria for design guidance.
- Information on considerations for interlining at FrontRunner stations will be provided by UTA staff.

- No additional survey information will be obtained for the purpose of the evaluation.

### Deliverables

- Rail and BRT high level concept roll plots.
- Updated ROM cost estimate for rail and BRT.
- O&M Considerations Memorandum.

### Subtask 2.7.3 Mode Re-Evaluation

This new task addresses written direction from UTA to summarize and present factors previously considered in a comparison of rail modes to BRT, and includes additional presentations and responses to requests for information. The additional comparative evaluation of rail and BRT modes applies similar criteria used in the POM Transit Study Level 2 analysis (Stage 1). The efforts focus on criteria that showed differentiation in the POM Transit Study Level 2 analysis (Stage 1). Evaluation criteria for this re-evaluation include (key criteria in bold):

- **Ridership:**
  - Using Wasatch Front Regional Council (WFRC)/MAG model for 2030 and 2050 forecast years
- **Cost Considerations**
- **Timing and Implementation Considerations**
- **Funding Considerations** – This is a new criterion not evaluated in the transit study. This criterion will discuss relevant funding considerations based on project cost, ridership, and mode.
- **Operational Factors/Considerations:**
  - O&M Cost Considerations.
  - Constructability Considerations.
  - Transit Speed and Reliability.
  - Ability to serve desired station locations – This criterion was not explicitly evaluated in the transit study, but considers the ability to serve the desired station locations along the corridor.
  - Potential built environmental effects.
  - Potential natural environmental effects.

### Deliverables

- Presentations and Background documents for UTA to support communications with legislators and others.
- Development of a consolidated set of past presentations for the administrative record and project files and for reference in the documentation developed for Task 9 Alternatives Analysis.

### Subtask 2.7.4 Topic Series and Project Reframing

This subtask involves developing a planning framework and revised project approach and schedule to meet the intent of HB322 (2022 legislative session) requiring an alternatives analysis for rail alternatives along with BRT. It includes a framework to support project decision making for mode, further summaries, and presentations with UTA and UDOT to review previous products and findings. It also includes developing details of the approach,

schedule, process, and information needs to comply with HB322. The efforts include coordination with UDOT as a project lead, with an anticipated 12-week Topic Series of meetings to cover the history of the project and plans for moving the project forward for the AA and the entry into environmental and project development phases.

### Deliverables

- Topic Series meeting materials and agendas, including PDFs of Conceptboard materials.
- Recorded videos of topic series meetings.
- One-page memorandum for truncated version of project framework plan.
- Updated baseline schedules for project delivery.
- Comparative schedules for sequential delivery of Alternatives Analysis.

### Task 3 – Environmental Analysis and Documentation

The Environmental Analysis and Documentation task is designed to support a State Environmental Study Report as well as to assist in meeting the requirements for federal funding. Amendment 6 expands the range of alternatives to cover BRT and two rail modal alternatives and allowing up to five options for length/terminus variations, maintenance sites or localized alignment section variations.

#### Subtask 3.1 Environmental Task Management

Additional task management associated with additional alternatives.

#### Subtask 3.2 Agency Coordination

Additional agency coordination associated with additional alternatives.

#### Subtask 3.3 National Environmental Policy Act (NEPA) Analysis and Documentation

*This task is for addition of alternatives to be covered.*

This amendment confirms the assumption that the additional Alternatives Analysis and detailed cost, implementation, or funding information will be incorporated by reference rather than included in the environmental document.

At UTA's written direction in fall 2021, budget resources to complete rounds of review beyond UTA's initial review were redirected to Subtask 2.7.3 to provide additional mode review and other support for UTA's legislative engagement in 2021 and 2022. This amendment restores funding needed to allow the completion of the environmental review.

#### Subtask 3.4 Supplemental Environmental Analysis or Expanded Documentation

*No new scope or budget, clarification only*

Funding resources for this supplemental analysis task would be based on direction from UTA and with additional funding, because the original task budget is now to be utilized to address the addition of rail alternatives to the environmental document.

## Task 4 – Communications and Outreach

### Subtask 4.1 Agency, Stakeholder and Public Outreach

This task remains focused on outreach related to the environmental review and providing support to UTA staff conducting outreach. In addition to developing technical content for public meetings (covered under previous scope), the consultant team will also lead the development of public meeting outreach and strategy, including development of a public meeting plan for each meeting and execution of said plan. This will likely include creating and providing social media updates, developing website updates, coordinating meeting logistics, and executing online and in-person public meetings. Additional communication and outreach that is necessary for the new Task 9 Alternatives Analysis is excluded from Task 4 and is included as a subtask in Task 9.

Prior to Amendment 6, UTA provided written direction to the Consultant for services to support Subtask 2.7 Mode Review, including staff coordination, materials, and content to aid in discussions with Utah state legislators.

### Subtask 4.2 Communications

*No changes to this scope of work.*

## Task 5 – Traffic and Transportation Analysis

### Subtask 5.1 Data Collection and Internal Refinement Concept Evaluation

*No changes to this scope of work.*

### Subtask 5.2 Traffic Modeling

*Re-aligned scope, no new fee.*

To support the additional rail alternatives, VISSIM transportation models will be developed and run for the following conditions at Bangerter Highway crossing in Draper, I-15 Crossing in Draper, South Triumph Station access to Triumph Boulevard, with an allowance for up to four additional locations affecting an intersecting street or facility, based on agency coordination and methods development.

With the addition of rail alternatives, the scope assumes that in most locations, traffic modeling for the project would not vary substantially by modal alternative or in analysis of traffic for the environmental document. The documentation for this task will describe the project's basis for predicting conservative assumptions for traffic performance; i.e., the alternative with the highest levels of delay and the least reduction of traffic in a given location/area would be the basis for identifying impacts and potential mitigation, compared to a No Build. If a given location is relatively close to an impact or operational threshold requiring mitigation for a given alternative, the allowance for analyzing additional locations may be used to further assess mitigation needs.

To support air quality analysis, detailed traffic analysis at the two most congested intersections will be conducted for additional modes. Delay and queueing output measures will be provided to feed into air quality models.

### Subtask 5.3 Travel Demand Modeling

This subtask will include ridership forecasting and modeling coordination with WFRC, MAG, UTA, and UDOT as applicable to support Alternatives Analysis and an assessment of the potential for the Project to pursue.

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## SCOPE OF WORK (continued)

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Model runs will be provided for current year and 2050 (or the future year determined by UTA, which may include consideration of grant requirements) using the WFRC/MAG Travel Demand Model and the FTA Simplified Trips on Project Software (STOPS) model currently developed by UTA for use on other projects.

The WFRC/MAG model version that will be used for this work will be determined in coordination with WFRC/MAG and the project team. Underlying highway and transit network assumptions will be developed for both No Build and Build conditions for alternatives that will be run through the model. Up to six meetings with UTA, UDOT, WFRC/MAG will be assumed for coordination and to document the assumptions, including transportation project assumptions, and up to 80 hours would be available for model updates or refinements for either the STOPS model or the WFRC model. The initial model would be developed assuming the BRT alternative, and up to three sensitivity tests would be run to evaluate rail alternatives and other factors that may influence the model, including free fare, parking restrictions, or other transit network improvements such as increased frequency on FrontRunner and adjustment in local transit to feed to the FrontRunner project.

Scope items related to multiple runs for a Preferred Alternative to meet the requirements for a potential federal Capital Investment Grant (CIG) are no longer included, and instead, a series of sensitivity tests will be performed, in conjunction with a revised Task 6.

### Subtasks 5.4 Technical Memorandum

This task is amended to include rail alternatives in a Transportation Technical Memorandum analyzing the effects of the project Build alternatives and No Build conditions. The impacts of individual alternatives will be identified in the environmental document but assumes in most locations, they would share a common operating condition and have similar technical basis for determining their relative potential impacts compared to No Build. The two rail alternatives would not involve detailed analysis of differences in modal performance unless such differences would materially affect operating conditions, traffic impacts, or mitigation.

### Subtask 5.5 Transportation Section of Environmental Document

*No changes to this scope of work.*

## Task 6 – Funding, Implementation, and Operations

### Subtask 6.1 Project Development Planning

*Re-aligned scope, no new fee.*

This subtask has been refined to support the Alternatives Analysis to provide UTA and UDOT with an assessment of how the current Point of the Mountain project would rate within the various FTA CIG Programs and in other federal aid programs appropriate for transit capital projects, as well as recommendations, when needed, about how individual rating criteria could be improved in order to make the project more competitive for federal funding.

The task is modified to support UTA and UDOT decisions regarding the Project's potential for FTA CIG funding and related threshold requirements, using a representative alternative to represent the cost and benefits of the fixed guideway project. The Task 6 scope assumes that the Subtask 5.3 Travel Demand Modeling would provide supporting forecast information, with the regional model used as the initial basis for comparisons, in part to allow comparisons between modal alternatives and to evaluate project scenarios to test in Subtask 5.3, including fare free, network redesign, etc., or modifications to the Project's length and scope. The STOPS model currently being

applied by UTA for the FrontRunner program and for other projects would also be exercised for comparison purposes, but as noted in Subtask 5.3, additional modifications or development to the model would be limited to 80 hours of effort, including coordination with and review by others.

### Deliverables

- Snapshot of a representative project (assuming the BRT alternative as a basis) FTA CIG ratings well as recommendations, as needed, for how rating could be improved.
- Memorandum discussing test scenarios applying regional travel demand model and STOPS to evaluate potential measures and modifications to improve CIG ratings.
- High-level CIG milestone schedule with durations and key inputs (e.g., information, funding requirements, etc.).
- Draft rating and draft timelines for BRT as a representative fixed guideway alternative in the lower range of overall project costs.
- Projections for draft ratings and draft timelines for rail alternatives.
- Draft rating templates for 2-3 scenarios

### Subtask 6.2 Funding and Implementation Strategy

*Re-aligned scope, limited new fee for Zions Bank, no new fee for Parametrix.*

An initial conceptual funding and Implementation Strategy will be developed to support Task 9 alternatives analysis and to inform potential future decisions regarding the scale/affordability of the project and its implementation timeline. This plan will identify up to eight categories of current federal and local funding sources (including existing sources, new revenue options, potential legislative efforts, etc.), expected revenues (from ridership/fare collection, increases in property tax, and other revenue streams), and implementation strategies, a draft timeline for project delivery or phasing, and the timing/windows for various funding sources. A comparative summary of funding and implementation opportunities and constraints by modal alternative will be included. This task assumes up to three workshops with UTA staff and others as part of the development of potential public and potentially private funding sources. For each potential funding source identified, the analysis will characterize the funding potentially available, the timing and general requirements, and a comparison between modes.

### Deliverables

- Draft and Final Funding and Implementation Strategy Memorandum (including interim materials to support workshops with UTA and others).

### Subtask 6.3 Operations Planning

This subtask's products and budget is removed, due to duplication with new tasks.

## Task 9 – Rail and Bus Rapid Transit Alternatives Analysis (Level 3 Analysis)

### Subtask 9.1 Revised Alternatives Analysis (Level 3 Analysis)

The Consultant will provide a Revised Alternatives Analysis (Revised AA) report with an additional section designed to meet the intent of HB322 (2022 legislative session) and guide project decision making regarding mode and implementation. The intent of the Revised AA is to update and re-evaluate previous evaluation criteria

## SCOPE OF WORK (continued)

and refine based on updated design and new information that has been brought to bear. In addition, new criteria will also be explored. This task will report document work conducted primarily in other tasks, with exceptions as noted. These criteria, which would be confirmed with UTA/UDOT and project stakeholders, are anticipated to include:

Criteria	Scope Assumptions
Capital Costs	<ul style="list-style-type: none"> <li>Capital cost development, including for operations and maintenance (O&amp;M) facilities is included in Subtask 2.5 and Subtask 2.6.</li> <li>Capital cost validation/third-party review is included in Subtask 9.2. This effort will include support on cost validation, facilitating workshops with client and partners, and documenting finding as a separate deliverable.</li> </ul>
Operational Costs and Considerations	<ul style="list-style-type: none"> <li>Capital O&amp;M facility costs for bus rapid transit (BRT) and rail options will be developed under Subtask 2.6.</li> <li>Annual operating costs will be developed under Subtask 2.6.</li> <li>Additional qualitative information on operating considerations/challenges/opportunities will be included in this criteria such as: seating capacity, energy efficiency, regulatory requirements for Federal Railroad Administration (FRA)-compliant/non-compliant rail.</li> </ul>
Ridership	<ul style="list-style-type: none"> <li>Ridership will be developed as described in Subtask 5.3 and will include both opening year and 2050.</li> </ul>
Local Plan Compatibility	<ul style="list-style-type: none"> <li>This criterion has been evaluated previously under Subtask 2.7 and will be evaluated and expanded upon as needed.</li> </ul>
Economic Development	<p>Explore market conditions in the study area and consider benefits to economic development. Information will expand upon Stage 1 work. Deliverables will include a white paper to provide information on economic development specific to the project, with up to 2 roundtable discussions with project partners.</p>
Timing, Funding, and Implementation Considerations (including phasing/cost reduction options)	<ul style="list-style-type: none"> <li>Funding and implementation findings will be described based on work conducted under Subtask 6.1 and Subtask 6.2.</li> <li>Estimates on timing of revenue service will be expanded upon from previous mode review work (Subtask 2.7 and previous Transit Study).</li> <li>Phasing and cost reduction options for each alternative will be described (new analysis). A memorandum will be produced summarizing the potential options and implications of each.</li> </ul>
Regional Connection Considerations	<ul style="list-style-type: none"> <li>This criteria will describe connections to regional transit facilities, including FrontRunner and Central Corridor Transit Study</li> </ul>
Comparative Risk and Constructability Considerations	<ul style="list-style-type: none"> <li>If available, additional information will be provided on constructability considerations produced for Subtask 1.5, or by a high-level draft review of the risk assessment categories identified by Federal Transit Administration (FTA) as part of its Capital Improvement Grant (CIG) funding program.</li> </ul>
Potential Environmental Effects (Built and Natural)	<ul style="list-style-type: none"> <li>Based on environmental review happening concurrently in Task 3, updated environmental effects will be discussed in greater detail than previously provided.</li> </ul>
Travel Time and Percentage Exclusive	<ul style="list-style-type: none"> <li>Updated travel times and exclusivity information will be prepared.</li> </ul>

## Deliverables

- Draft and Revised Draft, and Final Alternatives Analysis Report (with Executive Summary for Decision Makers).
- Up to eight draft and final summary presentations of findings to support briefings to stakeholders and UTA/UDOT.

### Subtask 9.2 Coordination with Industry

Industry refers to rail vehicle manufacturers, rail systems suppliers, other transit agencies, consultants, industry experts, local business interest groups etc.

The Consultant will work with the industry, as directed by UTA/UDOT. Work may include the following:

- Preparation for Request for Information (RFI) on rail technology, “Buy America” compliance, FRA traditional and/or alternative crash worthiness regulatory compliance and/or costs, including identification of rail vehicle manufacturers capable of supplying suitable LRT, DMU or EMU vehicles
- Outreach to other transit agencies on their experience with XMU rail technologies, including better understanding distinctions between DMU and EMU performance, maximum practical effective grades, and approach to crash worthiness regulatory compliance.
- Coordination with local businesses.

Work not to exceed 700 hours.

#### Deliverables

- Chapter to be included within the report for Subtask 9.1 on proven rail technology.

### Subtask 9.3 Coordination with Agencies

**To support Subtask 9.1**, Consultant will support UTA in preparing materials and content to aid in discussions with UDOT. **This is new scope not covered in Change Order 5.** This will include strategy discussions, material development, and coordination with UTA in support of each meeting. This work will include up to five meetings at the following Revised AA points:

- Revised AA Workshops (summer 2022)
- Fall check-in (fall 2022)
- Draft recommendation (January 2023)
- Final recommendation (March 2023)
- One additional meeting, as needed
- Up to three informal UDOT leadership briefings, as needed

**Facilitation of the existing Technical Advisory Committee (TAC)/Steering Committee** to provide project information updates. This is included in scope above; no new activities are proposed.

#### Assumptions

- Up to two Consultant staff may be requested to attend meetings and/or debriefs.

#### Deliverables

- Materials (Word documents, PowerPoint presentations, etc.) to support each meeting.
- Supporting Docs: Rail/BRT Refinements Process Memorandum to be included in the Revised Alternatives Analysis.

### Subtask 9.4 Coordination with POMSLA

This subtask is to provide resources to support Subtask 9.1 in the Alternatives Analysis as well as the depiction of the Point as a concurrent but separate project discussed in the Environmental Assessment. The Consultant will work closely with POMSLA and their incoming developers to maintain compatibility between the Point's development plans and the modal and alignment alternatives being considered for the transit project. This work will include coordination with POMSLA on the definition and evaluation of the core transit alternatives and up to three subalignment variations. It will also include updates to the development timing and potential implementation of the project in conjunction with POMSLA and a review of evaluation criteria, cost estimates, transportation effects and other environmental findings. Assumes bi-weekly (every two weeks) coordination meetings through the completion of the Alternatives Analysis and the FTA Draft of the Environmental Assessment (approximately February 2023).

Work not to exceed 250 hours.

#### Assumptions

- Up to two Consultant staff attending bi-weekly (every two weeks) meetings and/or briefing meetings.

#### Deliverables

- Materials (Word documents, PowerPoint presentations, etc.) to support each meeting.
- Meeting notes and action items.
- Alternatives Analysis chapter or appendix summarizing POMSLA coordination and alternatives considered as part of this ongoing coordination.

Not-to-Exceed Amounts: All amounts for both labor hours and cost/price shown in the Budget – Attachment B are not-to-exceed (NTE) amounts. The Consultant will be reimbursed for hours and costs incurred up to the NTE amount provided milestone deliverables are provided in a satisfactory manner and claimed costs are allowable.

Invoicing and Payments: Consultant may invoice on a monthly basis for verifiable and allowable hours and costs expended during the preceding month provided that associated deliverables which are due have been delivered in accordance with the Project Schedule contained in Schedule – Attachment C and are acceptable to UTA.

### GENERAL ASSUMPTIONS

- Content highlighted in yellow will be redacted in the version of this contract that will be published in the UTA board meeting minutes
- Parametrix rates are determined based on an overhead rate of [REDACTED] % and an additional fee of [REDACTED] %
  - Parametrix will submit prime staff additions for rate approvals prior to submitting invoices that include the associated staff labor hours.
  - Parametrix will annually submit rate change approval requests for prime staff according to staff labor rate changes
  - Parametrix will manage subconsultant fees and rates consistent with industry best practices and consistent with prime agreement with UTA. Parametrix will seek rate approvals of subconsultants from UTA in unique circumstances according to their judgement.
  - Contract rates will not be adjusted according to changes in annual firm overhead rates.

- Parametrix elects to cap most senior Parametrix staff rates to a maximum of [REDACTED], to be adjusted annually for inflation. Specialized personnel may be approved at higher rates with the approval of the UTA Project Manager.
- Key personnel as shown in Exhibit B. When replacement staff for key personnel are proposed, revised, replacements are subject to UTA's approval. Replacement key personnel qualifications will be submitted to UTA for approval prior to submitting invoices that include the associated staff labor hours in that role.
- Parametrix may subcontract for scope as approved in writing by UTA.
- Parametrix may re-allocate subtask budgets within a task without UTA's approval. Re-allocation of budgets between tasks and subconsultants requires UTA's approval in writing.
- Alternatives Analysis chapter or appendix summarizing POMSLA coordination and alternatives considered as part of this ongoing coordination.
- Any direct expenses not shown in the contract will be approved in writing in advance of travel by UTA.

## Point of the Mountain Amendment 6 Estimate Summary

Cost Needed to Complete

### Labor Summary

Task	Hours	Subtotal with Reallocations
1. Project Management	860	\$ 200,136.80
2. Concept Refinement and Conceptual Engineering	2682	\$ 510,309.20
3. Environmental Analysis and Documentation	325	\$ 37,071.20
4. Communications and Outreach	204	\$ 25,329.74
5. Traffic and Transportation Analysis	196	\$ 34,438.56
6. Funding, Implementation, and Operations	24	\$ 4,900.00
9. Rail and Bus Rapid Transit Alternatives Analysis	1924	\$ 377,059.72
<b>Total Labor</b>	<b>6215</b>	<b>\$ 1,189,245.22</b>
<b>Total Direct Expenses</b>		<b>\$ 3,800.00</b>
<b>Stage 2 Total</b>		<b>\$ 1,193,045.22</b>



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**Point of the Mountain Transit Study Budget Reallocation by Task  
Contract 19-03038TP**

<b>Task</b>	<b>Amendment 6 Budget Ask</b>
<b>1. Project Management</b>	<b>\$200,136.80</b>
Subtask 1.1	\$0.00
Subtask 1.2	\$0.00
Subtask 1.3	\$0.00
Subtask 1.4	\$0.00
Subtask 1.5	\$0.00
Subtask 1.6	\$0.00
<i>NEW Subtask 1.7</i>	\$200,136.80
<b>2. Concept Refinements and Conceptual Engineering</b>	<b>\$510,309.20</b>
Subtask 2.1	\$0.00
Subtask 2.2	\$0.00
Subtask 2.3	\$0.00
Subtask 2.4	\$0.00
Subtask 2.5	\$30,945.04
<i>NEW Subtask 2.5a</i>	\$25,352.12
<i>NEW Subtask 2.5b</i>	\$26,978.12
<i>NEW Subtask 2.5c</i>	\$150,665.76
Subtask 2.6	\$0.00
<i>NEW Subtask 2.7</i>	\$157,768.16
<i>CR</i>	\$0.00
<i>CSA</i>	\$0.00
<i>IT</i>	\$0.00
<i>KR</i>	\$118,600.00
<i>OT</i>	\$0.00
<i>TER</i>	\$0.00
<i>HOR</i>	\$0.00
<i>LTK</i>	\$0.00
<b>3. Environmental Analysis and Documentation</b>	<b>\$37,071.20</b>
Subtask 3.1	\$0.00
Subtask 3.2	\$9,820.40
Subtask 3.3	\$6,855.04
Subtask 3.4	\$0.00
Subtask 3.5	\$20,395.76
<i>CR</i>	\$0.00
<i>CSA</i>	\$0.00

<b>4. Communications and Outreach</b>	<b>\$25,329.74</b>
Subtask 4.1	\$0.00
NEW Subtask 4.1A	\$0.00
Subtask 4.2	\$0.00
HOR	\$25,329.74
<b>5. Traffic and Transportation</b>	<b>\$34,438.56</b>
Subtask 5.1	\$0.00
Subtask 5.2	\$0.00
Subtask 5.3	\$20,809.76
Subtask 5.4	\$13,628.80
Subtask 5.5	\$0.00
<b>6. Funding, Implementation and Operations</b>	<b>\$4,900.00</b>
Subtask 6.1	\$0.00
Subtask 6.2	\$0.00
Subtask 6.3	\$0.00
ZF	\$4,900.00
<b>9. Rail and Bus Rapid Transit Alternative Analysis</b>	<b>\$377,059.72</b>
NEW Subtask 9.1	\$90,501.08
NEW Subtask 9.2	\$16,092.72
NEW Subtask 9.3	\$16,092.72
NEW Subtask 9.4	\$16,092.72
HOR	\$198,360.48
LTK	\$39,920.00
<b>EXP2. Direct Expenses</b>	<b>\$3,800.00</b>
PMX	\$0.00
CR	\$0.00
CSA	\$0.00
LTK	\$2,800.00
Horrocks	\$1,000.00
L2	\$0.00
AG	\$0.00
MER	\$0.00
<b>ESC. Escalation</b>	<b>\$0.00</b>
<b>Totals</b>	<b>\$1,193,045.22</b>

Parametrix											
Daryl Wendle	Morgan Stumpf	Adrianna Stanley	Cori Klein	Adam Birdsall	Matt Deml	Brad Phillips/Sr. Consultant	Greg Brink	Sam Daleo	Sam Erickson	Jennifer Valentine	Amanda Lucas
Principal in Charge**	Project Manager**	Design Lead**	Engineer III	Structural Lead	Senior Consultant	Senior Consultant	Risk Management	Engineering QA/QC**	BRT Operations	Funding and Operations Lead**	Technical Editor
\$283.00	\$217.78	\$187.56	\$106.26	\$191.86	\$283.00	\$283.00	\$410.60	\$215.91	\$186.79	\$179.56	\$124.71

Project Role  
Key personnel denoted with \*\*

Approved loaded bill rate

Task No./WBS Key	Parametrix Activity	Labor Dollars	Labor Hours	Daryl Wendle	Morgan Stumpf	Adrianna Stanley	Cori Klein	Adam Birdsall	Matt Deml	Brad Phillips/Sr. Consultant	Greg Brink	Sam Daleo	Sam Erickson	Jennifer Valentine	Amanda Lucas
1	Stage 1														
21 (Phase 2 Task 1)	Project Management	\$200,136.80	860	20	400	200	0	0	0	80	80	0	0	80	0
Subtask 1.1	Project Management Activities	\$0.00	0												
Subtask 1.2	Team Meetings	\$0.00	0												
Subtask 1.3	Project Management Plan	\$0.00	0												
Subtask 1.4	Quality Management Plan	\$0.00	0												
Subtask 1.5	Risk Assessment	\$0.00	0												
Subtask 1.6	Maintain Administrative Record	\$0.00	0												
NEW Subtask 1.7	NEW Owner Directed Reserves	\$200,136.80	860	20	400	200				80	80			80	
22 (Phase 2 Task 2)	Concept Refinement and Conceptual Engineering	\$391,709.20	2090	20	380	400	470	124	62	104	0	64	20	130	76
Subtask 2.1	Engineering Task Management	\$7,985.08	38		12	18				4		4			
Subtask 2.2	Agency/Stakeholder Coordination	\$0.00	0												
Subtask 2.3	Survey Base Mapping	\$0.00	0												
Subtask 2.4	Preferred Alternative Refinements and Screening	\$0.00	0												
Subtask 2.5	Conceptual Engineering	\$27,702.32	168		32	52	60	24							
NEW Subtask 2.5a	Cost Validation Preparation	\$22,605.40	152		16	30	50	12	4						
NEW Subtask 2.5b	Cost Validation	\$24,982.48	116		40			8	8	20		20			20
NEW Subtask 2.5c	Advanced Engineering	\$150,665.76	776		120	200	200	40	40	40					16
Subtask 2.6	Operations and Maintenance Base Analysis	\$0.00	0												
NEW Subtask 2.7	NEW Mode Review/Alternative Analysis Framework	\$157,768.16	840	20	160	100	160	40	10	40		40	20	130	40
23 (Phase 2 Task 3)	Environmental Analysis and Documentation	\$54,557.80	325	28	0	16	0	0	0	0	0	0	0	0	0
Subtask 3.1	Environmental Task Management	\$17,486.60	83	22											
Subtask 3.2	Agency Coordination	\$9,620.40	50	6											
Subtask 3.3	NEPA Environmental Analysis and Documentation	\$6,855.04	44												
Subtask 3.4	Supplemental Environmental Analysis/Expanded Documentation	\$0.00	0												
Subtask 3.5	GIS, Graphics and Simulations	\$20,395.76	148			16									
24 (Phase 2 Task 4)	Communications and Outreach	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 4.1	Agency, Stakeholder and Public Outreach	\$0.00	0												
NEW Subtask 4.1A	Legislative Subcommittee Presentation	\$0.00	0												
Subtask 4.2	Communications (4 Updates)	\$0.00	0												
25 (Phase 2 Task 5)	Traffic and Transportation Analysis	\$34,438.56	196	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 5.1	Data Collection and Internal Refinement Concept Eval	\$0.00	0												
Subtask 5.2	Traffic Modeling	\$0.00	0												
Subtask 5.3	Travel Demand Modeling	\$20,809.76	116												
Subtask 5.4	Technical Memorandum	\$13,628.80	80												
Subtask 5.5	Transportation Section of Environmental Documentation	\$0.00	0												
26 (Phase 2 Task 6)	Funding, Implementation and Operations	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 6.1	Project Development Planning	\$0.00	0												
Subtask 6.2	Funding and Implementation	\$0.00	0												
Subtask 6.3	Operations Planning	\$0.00	0												
29 (New Phase 2 Task 9)	Rail and Bus Rapid Transit Alternatives Analysis	\$138,779.24	744	16	208	196	64	0	0	0	0	0	0	240	0
NEW Subtask 9.1	Revised AA Level 3	\$90,501.08	504	16	100	64	64							240	
NEW Subtask 9.2	Coordination with Industry	\$16,092.72	80		36	44									
NEW Subtask 9.3	Coordination with Agencies	\$16,092.72	80		36	44									
NEW Subtask 9.4	Coordination with POMSLA	\$16,092.72	80		36	44									
EXP2	Expenses	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0
PMX	Parametrix														
MER	Meridian														
		\$819,621.60	4215	84	988	812	534	124	62	184	80	64	20	450	76

		\$819,838.36	4215	\$23,772.00	\$215,166.64	\$152,298.72	\$56,742.84	\$23,790.64	\$17,546.00	\$52,072.00	\$32,848.00	\$13,818.24	\$3,735.80	\$80,802.00	\$9,477.96
	Expenses														
	Total	\$819,838.36													

				Sarah Crackenberger	Ian Kilpatrick	Erin Ferguson	Claire Hoffman	Kaylee Moser	Charles Allen	Kelly Betteridge	Jennifer John	Heather McLaughlin-Kolb	Josh Ahmann	Chad Tinsley	Planner I	
				Project Controls/Project Accountant**	GIS Lead	Environmental Lead**	Ecosystems	Wetlands	Transportation and Traffic Lead**	Funding	Travel Demand Modeling	Communications Lead**	GIS Technician	GIS Technician	Environmental team support	
				Approved loaded bill rate	\$117.15	\$114.81	\$184.60	\$184.51	\$127.51	\$200.72	\$222.76	\$278.82	\$136.21	\$175.90	\$132.34	\$105.00
Task No./WBS Key	Parametrix Activity	Labor Dollars	Labor Hours													
I	Stage 1															
21 (Phase 2 Task 1)	Project Management	\$200,136.80	860	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 1.1	Project Management Activities	\$0.00	0													
Subtask 1.2	Team Meetings	\$0.00	0													
Subtask 1.3	Project Management Plan	\$0.00	0													
Subtask 1.4	Quality Management Plan	\$0.00	0													
Subtask 1.5	Risk Assessment	\$0.00	0													
Subtask 1.6	Maintain Administrative Record	\$0.00	0													
NEW Subtask 1.7	NEW Owner Directed Reserves	\$200,136.80	860													
22 (Phase 2 Task 2)	Concept Refinement and Conceptual Engineering	\$391,709.20	2090	0	0	0	0	0	40	0	160	0	0	20	20	
Subtask 2.1	Engineering Task Management	\$7,985.08	38													
Subtask 2.2	Agency/Stakeholder Coordination	\$0.00	0													
Subtask 2.3	Survey Base Mapping	\$0.00	0													
Subtask 2.4	Preferred Alternative Refinements and Screening	\$0.00	0													
Subtask 2.5	Conceptual Engineering	\$27,702.32	168													
NEW Subtask 2.5a	Cost Validation Preparation	\$22,605.40	152											20	20	
NEW Subtask 2.5b	Cost Validation	\$24,982.48	116													
NEW Subtask 2.5c	Advanced Engineering	\$150,665.76	776								120					
Subtask 2.6	Operations and Maintenance Base Analysis	\$0.00	0													
NEW Subtask 2.7	NEW Mode Review/Alternative Analysis Framework	\$157,768.16	840						40		40					
23 (Phase 2 Task 3)	Environmental Analysis and Documentation	\$54,557.80	325	0	40	137	0	0	0	0	0	0	0	104	0	
Subtask 3.1	Environmental Task Management	\$17,486.60	83			61										
Subtask 3.2	Agency Coordination	\$9,820.40	50			44										
Subtask 3.3	NEPA Environmental Analysis and Documentation	\$6,855.04	44			20								24		
Subtask 3.4	Supplemental Environmental Analysis/Expanded Documentation	\$0.00	0													
Subtask 3.5	GIS, Graphics and Simulations	\$20,395.76	148		40	12								80		
24 (Phase 2 Task 4)	Communications and Outreach	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 4.1	Agency, Stakeholder and Public Outreach	\$0.00	0													
NEW Subtask 4.1A	Legislative Subcommittee Presentation	\$0.00	0													
Subtask 4.2	Communications (4 Updates)	\$0.00	0													
25 (Phase 2 Task 5)	Traffic and Transportation Analysis	\$34,438.56	196	0	0	0	0	0	88	20	0	0	0	0	0	
Subtask 5.1	Data Collection and Internal Refinement Concept Eval	\$0.00	0													
Subtask 5.2	Traffic Modeling	\$0.00	0													
Subtask 5.3	Travel Demand Modeling	\$20,809.76	116						48	20						
Subtask 5.4	Technical Memorandum	\$13,628.80	80						40							
Subtask 5.5	Transportation Section of Environmental Documentation	\$0.00	0													
26 (Phase 2 Task 6)	Funding, Implementation and Operations	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 6.1	Project Development Planning	\$0.00	0													
Subtask 6.2	Funding and Implementation	\$0.00	0													
Subtask 6.3	Operations Planning	\$0.00	0													
29 (New Phase 2 Task 9)	Rail and Bus Rapid Transit Alternatives Analysis	\$138,779.24	744	0	20	0	0	0	0	0	0	0	0	0	0	
NEW Subtask 9.1	Revised AA Level 3	\$90,501.08	504		20											
NEW Subtask 9.2	Coordination with Industry	\$16,092.72	80													
NEW Subtask 9.3	Coordination with Agencies	\$16,092.72	80													
NEW Subtask 9.4	Coordination with POMSLA	\$16,092.72	80													
EXP2	Expenses	\$0.00		0	0	0	0	0	0	0	0	0	0	0	0	
PMX	Parametrix															
MER	Meridian															
		\$819,621.60	4215	0	60	137	0	0	128	20	160	0	0	124	20	
		\$819,838.36	4215	\$0.00	\$6,888.60	\$25,290.20	\$0.00	\$0.00	\$25,692.16	\$4,455.20	\$44,611.20	\$0.00	\$0.00	\$16,410.16	\$2,100.00	
	Expenses															
	Total	\$819,838.36														

				Planner II
				Environmental team support
				Key personnel denoted with **
				Approved loaded bill rate
				\$140.00
Task No./WBS Key	Parametrix Activity	Labor Dollars	Labor Hours	
I	Stage 1			
21 (Phase 2 Task 1)	Project Management	\$200,136.80	860	0
Subtask 1.1	Project Management Activities	\$0.00	0	
Subtask 1.2	Team Meetings	\$0.00	0	
Subtask 1.3	Project Management Plan	\$0.00	0	
Subtask 1.4	Quality Management Plan	\$0.00	0	
Subtask 1.5	Risk Assessment	\$0.00	0	
Subtask 1.6	Maintain Administrative Record	\$0.00	0	
NEW Subtask 1.7	NEW Owner Directed Reserves	\$200,136.80	860	
22 (Phase 2 Task 2)	Concept Refinement and Conceptual Engineering	\$391,709.20	2090	0
Subtask 2.1	Engineering Task Management	\$7,985.08	38	
Subtask 2.2	Agency/Stakeholder Coordination	\$0.00	0	
Subtask 2.3	Survey Base Mapping	\$0.00	0	
Subtask 2.4	Preferred Alternative Refinements and Screening	\$0.00	0	
Subtask 2.5	Conceptual Engineering	\$27,702.32	168	
NEW Subtask 2.5a	Cost Validation Preparation	\$22,605.40	152	
NEW Subtask 2.5b	Cost Validation	\$24,982.48	116	
NEW Subtask 2.5c	Advanced Engineering	\$150,665.76	776	
Subtask 2.6	Operations and Maintenance Base Analysis	\$0.00	0	
NEW Subtask 2.7	NEW Mode Review/Alternative Analysis Framework	\$157,768.16	840	
23 (Phase 2 Task 3)	Environmental Analysis and Documentation	\$54,557.80	325	0
Subtask 3.1	Environmental Task Management	\$17,486.60	83	
Subtask 3.2	Agency Coordination	\$9,820.40	50	
Subtask 3.3	NEPA Environmental Analysis and Documentation	\$6,855.04	44	
Subtask 3.4	Supplemental Environmental Analysis/Expanded Documentation	\$0.00	0	
Subtask 3.5	GIS, Graphics and Simulations	\$20,395.76	148	
24 (Phase 2 Task 4)	Communications and Outreach	\$0.00	0	0
Subtask 4.1	Agency, Stakeholder and Public Outreach	\$0.00	0	
NEW Subtask 4.1A	Legislative Subcommittee Presentation	\$0.00	0	
Subtask 4.2	Communications (4 Updates)	\$0.00	0	
25 (Phase 2 Task 5)	Traffic and Transportation Analysis	\$34,438.56	196	88
Subtask 5.1	Data Collection and Internal Refinement Concept Eval	\$0.00	0	
Subtask 5.2	Traffic Modeling	\$0.00	0	
Subtask 5.3	Travel Demand Modeling	\$20,809.76	116	48
Subtask 5.4	Technical Memorandum	\$13,628.80	80	40
Subtask 5.5	Transportation Section of Environmental Documentation	\$0.00	0	
26 (Phase 2 Task 6)	Funding, Implementation and Operations	\$0.00	0	0
Subtask 6.1	Project Development Planning	\$0.00	0	
Subtask 6.2	Funding and Implementation	\$0.00	0	
Subtask 6.3	Operations Planning	\$0.00	0	
29 (New Phase 2 Task 9)	Rail and Bus Rapid Transit Alternatives Analysis	\$138,779.24	744	0
NEW Subtask 9.1	Revised AA Level 3	\$90,501.08	504	
NEW Subtask 9.2	Coordination with Industry	\$16,092.72	80	
NEW Subtask 9.3	Coordination with Agencies	\$16,092.72	80	
NEW Subtask 9.4	Coordination with POMSLA	\$16,092.72	80	
EXP2	Expenses	\$0.00		0
	PMX			
	MER			
		\$819,621.60	4215	88
		\$819,838.36	4215	\$12,320.00
	Expenses			
	Total	\$819,838.36		



Horrocks				
Claire Woodman	Shane Marshall	Katie Williams	Jordan DeMik	
Sr Project Manager				
Rate	\$231.88	\$326.08	\$97.13	\$75.07

I		Stage 1					
<b>21 (Phase 2 Task 1)</b>	<b>Project Management</b>		<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 1.1	Project Management Activities		\$0.00	0			
Subtask 1.2	Team Meetings		\$0.00	0			
Subtask 1.3	Project Management Plan		\$0.00	0			
Subtask 1.4	Quality Management Plan		\$0.00	0			
Subtask 1.5	Risk Assessment		\$0.00	0			
Subtask 1.6	Maintain Administrative Record		\$0.00	0			
NEW Subtask 1.7	NEW Owner Directed Reserves		\$0.00	0			
<b>22 (Phase 2 Task 2)</b>	<b>Concept Refinement and Conceptual Engineering</b>		<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 2.1	Engineering Task Management		\$0.00	0			
Subtask 2.2	Agency/Stakeholder Coordination		\$0.00	0			
Subtask 2.3	Survey Base Mapping		\$0.00	0			
Subtask 2.4	Preferred Alternative Refinements and Screening		\$0.00	0			
Subtask 2.5	Conceptual Engineering		\$0.00	0			
NEW Subtask 2.5a	Cost Validation Preparation		\$0.00	0			
NEW Subtask 2.5b	Cost Validation		\$0.00	0			
NEW Subtask 2.5c	Advanced Engineering		\$0.00	0			
Subtask 2.6	Operations and Maintenance Base Analysis		\$0.00	0			
NEW Subtask 2.7	NEW Mode Review/Alternative Analysis Framework		\$0.00	0			
<b>23 (Phase 2 Task 3)</b>	<b>Environmental Analysis and Documentation</b>		<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 3.1	Environmental Task Management		\$0.00	0			
Subtask 3.2	Agency Coordination		\$0.00	0			
Subtask 3.3	NEPA Environmental Analysis and Documentation		\$0.00	0			
Subtask 3.4	Supplemental Environmental Analysis/Expanded Documentation		\$0.00	0			
Subtask 3.5	GIS, Graphics and Simulations		\$0.00	0			
<b>24 (Phase 2 Task 4)</b>	<b>Communications and Outreach</b>		<b>\$25,329.74</b>	<b>204</b>	<b>40</b>	<b>4</b>	<b>80</b>
Subtask 4.1	Agency, Stakeholder and Public Outreach		\$25,329.74	204	40	4	80
NEW Subtask 4.1A	Legislative Subcommittee Presentation		\$0.00	0			
Subtask 4.2	Communications (4 Updates)		\$0.00	0			
<b>25 (Phase 2 Task 5)</b>	<b>Traffic and Transportation Analysis</b>		<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 5.1	Data Collection and Internal Refinement Concept Eval		\$0.00	0			
Subtask 5.2	Traffic Modeling		\$0.00	0			
Subtask 5.3	Travel Demand Modeling		\$0.00	0			
Subtask 5.4	Technical Memorandum		\$0.00	0			
Subtask 5.5	Transportation Section of Environmental Documentation		\$0.00	0			
<b>26 (Phase 2 Task 6)</b>	<b>Funding, Implementation and Operations</b>		<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 6.1	Project Development Planning		\$0.00	0			
Subtask 6.2	Funding and Implementation		\$0.00	0			
Subtask 6.3	Operations Planning		\$0.00	0			
<b>29 (New Phase 2 Task 9)</b>	<b>Rail and Bus Rapid Transit Alternatives Analysis</b>		<b>\$198,360.48</b>	<b>1016</b>	<b>596</b>	<b>100</b>	<b>160</b>
NEW Subtask 9.1	Revised AA Level 3		\$113,740.00	600	360	40	100
NEW Subtask 9.2	Coordination with Industry		\$43,119.20	220	100	40	40
NEW Subtask 9.3	Coordination with Agencies		\$31,160.48	148	100	16	16
NEW Subtask 9.4	Coordination with POMSLA		\$10,340.80	48	36	4	4
EXP2	Expenses		\$1,000.00	0	0	0	0
HOR	Horrocks		\$1,000.00				
			\$224,690.22	1220	636	104	240

		\$222,716.00	1220	\$147,475.68	\$33,912.32	\$23,311.20	\$18,016.80
	Expenses	\$1,000.00					
	Total	\$223,716.00					



Zions			
Susie Becker	Aaron Montgomery	Megan Weber	Kylie Jacobsen
Funding Lead	Analyst	Analyst	Admin Assistant
\$225.00	\$150.00	\$125.00	\$75.00

Approved Bill rates

<b>I</b>	<b>Stage 1</b>							
<b>21 (Phase 2 Task 1)</b>	<b>Project Management</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 1.1	Project Management Activities	\$0.00	0					
Subtask 1.2	Team Meetings	\$0.00	0					
Subtask 1.3	Project Management Plan	\$0.00	0					
Subtask 1.4	Quality Management Plan	\$0.00	0					
Subtask 1.5	Risk Assessment	\$0.00	0					
Subtask 1.6	Maintain Administrative Record	\$0.00	0					
NEW Subtask 1.7	NEW Owner Directed Reserves	\$0.00	0					
<b>22 (Phase 2 Task 2)</b>	<b>Concept Refinement and Conceptual Engineering</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 2.1	Engineering Task Management	\$0.00	0					
Subtask 2.2	Agency/Stakeholder Coordination	\$0.00	0					
Subtask 2.3	Survey Base Mapping	\$0.00	0					
Subtask 2.4	Preferred Alternative Refinements and Screening	\$0.00	0					
Subtask 2.5	Conceptual Engineering	\$0.00	0					
NEW Subtask 2.5a	Cost Validation Preparation	\$0.00	0					
NEW Subtask 2.5b	Cost Validation	\$0.00	0					
NEW Subtask 2.5c	Advanced Engineering	\$0.00	0					
Subtask 2.6	Operations and Maintenance Base Analysis	\$0.00	0					
NEW Subtask 2.7	NEW Mode Review/Alternative Analysis Framework	\$0.00	0					
<b>23 (Phase 2 Task 3)</b>	<b>Environmental Analysis and Documentation</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 3.1	Environmental Task Management	\$0.00	0					
Subtask 3.2	Agency Coordination	\$0.00	0					
Subtask 3.3	NEPA Environmental Analysis and Documentation	\$0.00	0					
Subtask 3.4	Supplemental Environmental Analysis/Expanded Documentation	\$0.00	0					
Subtask 3.5	GIS, Graphics and Simulations	\$0.00	0					
<b>24 (Phase 2 Task 4)</b>	<b>Communications and Outreach</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 4.1	Agency, Stakeholder and Public Outreach	\$0.00	0					
NEW Subtask 4.1A	Legislative Subcommittee Presentation	\$0.00	0					
Subtask 4.2	Communications (4 Updates)	\$0.00	0					
<b>25 (Phase 2 Task 5)</b>	<b>Traffic and Transportation Analysis</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Subtask 5.1	Data Collection and Internal Refinement Concept Eval	\$0.00	0					
Subtask 5.2	Traffic Modeling	\$0.00	0					
Subtask 5.3	Travel Demand Modeling	\$0.00	0					
Subtask 5.4	Technical Memorandum	\$0.00	0					
Subtask 5.5	Transportation Section of Environmental Documentation	\$0.00	0					
<b>26 (Phase 2 Task 6)</b>	<b>Funding, Implementation and Operations</b>	<b>\$4,900.00</b>	<b>24</b>	<b>18</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>
Subtask 6.1	Project Development Planning	\$0.00	0					
Subtask 6.2	Funding and Implementation	\$4,900.00	24	18	4	2		
Subtask 6.3	Operations Planning	\$0.00	0					
<b>29 (New Phase 2 Task 9)</b>	<b>Rail and Bus Rapid Transit Alternatives Analysis</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
NEW Subtask 9.1	Revised AA Level 3	\$0.00	0					
NEW Subtask 9.2	Coordination with Industry	\$0.00	0					
NEW Subtask 9.3	Coordination with Agencies	\$0.00	0					
NEW Subtask 9.4	Coordination with POMSLA	\$0.00	0					
		<b>\$4,900.00</b>	<b>24</b>	<b>18</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>
		<b>\$4,900.00</b>	<b>24</b>	<b>\$4,050.00</b>	<b>\$600.00</b>	<b>\$250.00</b>	<b>\$0.00</b>	
	Expenses							
	Total	<b>\$4,900.00</b>						



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.  
*Executive Director*

TERIANNE S. NEWELL, P.E.  
*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.  
*Deputy Director of Engineering and Operations*

January 23, 2023

Board of Trustees  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

Dear Board of Trustees:

Re: UDOT Support for Point of the Mountain Amendment

I am writing on behalf of the Utah Department of Transportation (UDOT), to express support for Contract Amendment 6 for the Point of the Mountain Transit Project. This additional effort is required to complete the project's revised alternative analysis and subsequent environmental document.

Please reach out to me with any questions at [brianja@utah.gov](mailto:brianja@utah.gov) or 385-414-1092.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Allen".

Brian Allen, PE  
Transit Program Director  
Utah Department of Transportation



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction  
Kyle Stockley, Rail Infrastructure Project Manager

**TITLE:**

---

**Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-89 - S-Curve Track Slab Design (Stacy and Witbeck, Inc)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve task order #22-89 to the on-call maintenance contract with Stacy and Witbeck, in the amount of \$339,342, and authorize Executive Director to execute the task order and associated disbursements for design of the concrete track slab for the new Direct Fixation style track proposed to replace the current embedded track on the S-Curves on the University Line.

---

**BACKGROUND:**

After approval by the Board of Trustees on January 27, 2021, UTA executed an on-call Infrastructure Contract with Stacy and Witbeck for the years 2021-2023, with a contract option for up to 24 additional months. The State of Good Repair program includes upgrading the S-Curve on the University Trax Line. Currently the project is in the design, procurement, and material identification phase.

---

**DISCUSSION:**

If approved, this request is anticipated not to exceed \$339,342. This approval will allow UTA to finalize the design of the concrete track slab for the new Direct Fixation style. UTA Staff is requesting approval of task order #22-89 with Stacy and Witbeck, Inc. to facilitate the replacement of the S-Curve on the University Trax Line.

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Stacy and Witbeck Inc.
<b>Contract Number:</b>	20-03349-89
<b>Base Contract Effective Dates:</b>	January 1, 2021 through December 31, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$22,372,668.00
<b>Amendment Amount:</b>	\$339,342.00
<b>New/Total Contract Value:</b>	\$22,712,010.00
<b>Procurement Method:</b>	RFP best value modification/on-call contract
<b>Budget Authority:</b>	5-year Capital Plan 2023-2027

---

**ALTERNATIVES:**

Explore other options for rail replacement or procure this work through a new/separate RFP process.

---

**FISCAL IMPACT:**

Cost for this project is included in the 2023-2027 Capital Plan

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**ATTACHMENTS:**

- 1) Contract change order #89

**TASK ORDER NO# 22-89**

**TASK ORDER NAME: S-Curve Track Slab Design**

**PROJECT CODE: SGR385 40-7385.68000.8003**

This is Task Order No. 22-89 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #22-89 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2023. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2023.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$339,342.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**


This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$200,000

By:  \_\_\_\_\_  
ACA3AB82608B4E2...

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. Date  
< 200,000

Date: 2/6/2023

By: \_\_\_\_\_  
Jared Scarbrough, Acting Director of Capital Construction Date  
< \$75,000

By: \_\_\_\_\_  
Kyle Stockley, Project Manager Date  
< \$25,000

 \_\_\_\_\_  
Legal Review Procurement Review

# Stacy and Witbeck

January 19, 2023

On Call Services

Mr. Kyle Stockley  
Rail Infrastructure Project Manager  
Utah Transit Authority  
2264 South 900 West  
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair  
Project No: 20-03349VW

Subject: 22-631-R2 - S-Curve Track Slab Design

Dear Kyle:

We are pleased to provide the attached cost estimate to have Sener design the concrete track slab for the new Direct Fixation style track proposed to replace the current embedded track on the S-Curves on the University Line.

Exclusions:

- See attached proposal and Key Understandings

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Rail alignment and elevation are to be constructed per the original UTA drawings/as-builts provided by UTA. (Includes Restraining Rail Design)
- See attached Sener proposal for additional clarifications

**Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$7,101.00** – This bid item includes Stacy and Witbeck support from field engineer to manage coordination with Sener. The field engineer will also perform pre-task planning and coordination with Sener and UTA. This item also includes office manager time for payroll and accounts payable.

**Bid Item 4000 – S-Curve Track Slab Design – 1 LS – Total of \$276,008.00** – This bid item includes the cost to have Sener provide a direct fixation track slab design using existing horizontal and vertical geometry as shown in the as-built drawings provided by UTA. The slab design will include required DF fastener spacing and slab reinforcement, as well as subgrade requirements per current UTA

---

1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

# Stacy and Witbeck

specifications and standards. Sener will also perform a drainage analysis of the current drainage system and provide design for any modifications required to drain the project limits. Please see attached detailed design scope and proposal.

**Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$21,233.00** – This is the agreed to 7.5% GMGC fee.

**Subtotal - \$304,342.00**

**Bid Item 110000 – Engineering Services and As-built Allowance – 1 PS – Total of \$35,000.00** – This is a provisional sum amount to be used to for services such as RFI responses, product and shop drawing review, and updating the RFC drawings for as-built conditions at the completion of the project. SWI will bill UTA for these services with an additional 2% insurance and 7.5% fee added onto Sener’s cost to SWI.

The total price for this scope of work is **\$339,342.00**

If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager

---

1958 West North Temple  
Salt Lake City, UT 84116  
801.666.7840 (office) 801.432.7849 (fax)

01/19/2023 10:54  
 22-631-R2 S-Curve Track Slab Design  
 \*\*\* Collin Christensen, CC

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	7,101.00	7,101.00
4000	S-Curve Track Slab Design	1.000	LS	276,008.00	276,008.00
Subtotal					\$283,109.00
100000	Fee (7.5%)	1.000	LS	21,233.00	21,233.00
Subtotal					\$304,342.00
110000	Engineering Services and As-built Allowance	1.000	PS	35,000.00	35,000.00
Bid Total =====>					\$339,342.00

UTA On Call – S-Curve Replacement Design Services Proposal

# UTA TRAX Red Line S-Curve Replacement Design Services



## Technical & Financial Proposal





UTA On Call – S-Curve Replacement Design Services Proposal

Control de firmas / Signature Control

Realizado Written	Aprobado Approved
Nombre y Apellidos / Name and Last Name  Roberto Rodríguez Illanes Álvaro Relaño	Nombre Apellidos / Name and Last Name  Mercedes Sierra
Fecha y Firma Date and Signature	Fecha y Firma Date and Signature
No precisa firma si está aprobado electrónicamente mediante ruta / Signature not needed if electronically approved by route	

Información del Documento Document Information	
Document nº	SW-SENER-UTA-S-Curve
Ref.	C0410197

W





UTA On Call – S-Curve Replacement Design Services Proposal

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Annex 1 – Curricula vitarum

## UTA On Call – S-Curve Replacement Design Services Proposal

## 1 SENER COMPETENCE

SENER is a privately held engineering and technology group with over 60 years of global operational experience.

With a footprint that spans five continents and global revenue of over 375M EUR (80% outside of Spain), SENER operates in a broad range of markets, including infrastructure and transportation, aerospace, renewables, power, oil & gas, and marine. Combining local knowledge with international experience, SENER's 2,400+ professionals deliver innovation, quality, and efficiency for clients worldwide.

SENER's main characteristics are **Independence** (SENER is not attached to any construction, manufacturer or financial group, which allows us to provide professional and independent services to our clients), **Innovation** (through the achievement of the highest technological level in all our products), and **Commitment to Quality**.

SENER has delivered transit technical services (including design, planning and project management) for about 1,200 km of lines, in more than 70 different transit networks.

SENER has experience and references in all engineering tasks related to transit projects, from civil design to systems integration; including, track, traction power, comms and train control system.

Our team's design experience working in the highly regulated rail & transit environments is unparalleled. Our approach advocates on collaboration to add value to the design, relying on our ability to listen, but at the same time sharing our knowledge from past experiences around the world.

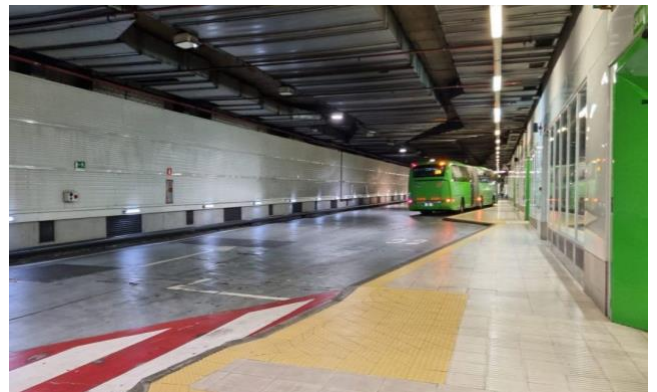


### *Global Recognition for Innovation*

SENER has a long history in railway innovation, helping the industry evolve. From new construction techniques for the tunnels and stations for the Bilbao Metro in the '80s, to the state-of-the-art dynamic lateral wind detection system for the High-Speed Rail System in Spain, SENER has been present in dozens of R&D programs and partnerships.

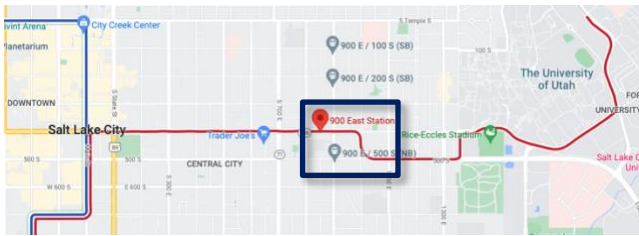
SENER offers a know-how and experience in civil engineering, in combination with specific, most advanced technologies applicable in the transport sector. Technology application is directly linked to SENER's innovation spirit. Innovation is one of SENER's corporate values. Some examples of this innovation applied to transportation systems are:

- **RESPIRA**, an intelligent HVAC management system that uses Artificial Intelligence (AI) to improve energy efficiency, thermal comfort and air quality in buildings and stations.



- **BLOCKSAT**, an innovate traffic Management system to manage the railway operations within low density traffic lines.

## UTA On Call – S-Curve Replacement Design Services Proposal



## 2 PROJECT BACKGROUND AND UNDERSTANDING

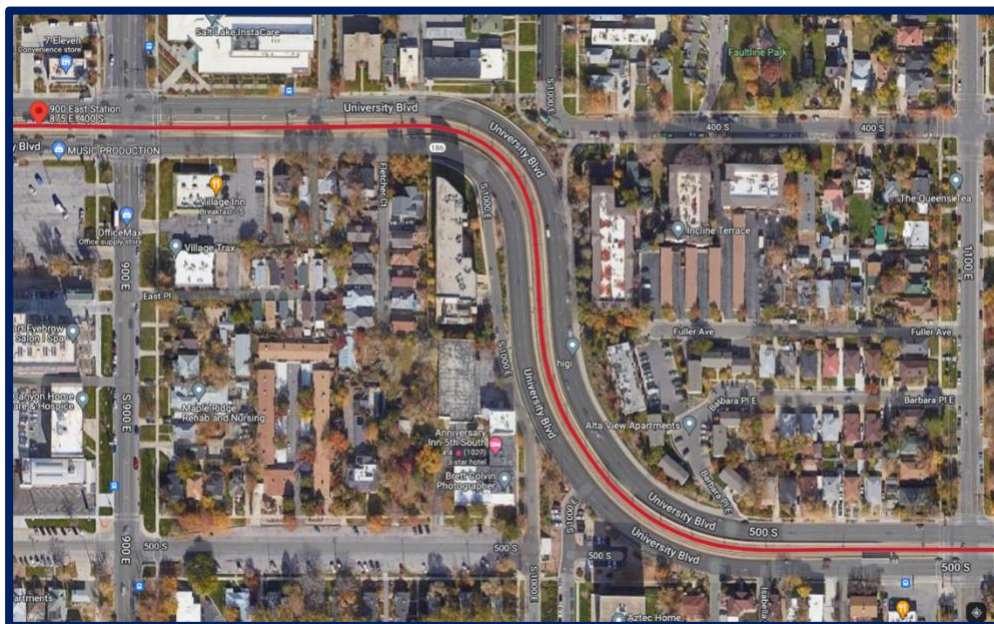
The Red Line is a light rail line on the TRAX system in the Salt Lake Valley of Utah operated by the Utah Transit Authority (UTA). It originally began operation in December 2001 as the Sandy/University Line, running from the University of Utah south to Sandy Civic Center on the Blue Line. It was later rerouted to South Jordan and renamed the Red Line in August 2011. The current line runs from the University of Utah Medical Center in Salt Lake City through the south end of Downtown Salt Lake City, South Salt Lake, Murray, Midvale, West Jordan, and South Jordan to the University of Utah's South Jordan Medical Center in Daybreak.

The focus area of this study on the Red Line is approximately 1,450 feet of double track between 400 S and 500 S within the limits of the 900 E and 1100 E grade crossings. The horizontal geometry of the tracks is in the shape of an "S" and is referred to as the "S-Curve". The tracks within this study area are comprised of concrete embedded double track using

premium (head-hardened) rail. Due to the naturally undulating landscape and the track guideway running down the middle of the roadway, the tracks follow steep grades up to 7%, in conjunction with tight horizontal curves that go down to 190 ft of radius. The design speed through these curves is 20 mph – 25 mph.

As the track is now 20 years old in this area, it has begun to show severe wear on the top (head) and sides, specifically seeing the phenomena of rail corrugation. This is assumed to be caused by a combination of the track geometry and the frequent braking and acceleration for the adjacent intersections and station.

Stacy Witbeck has requested SENER to provide a proposal for the detailed design services needed to procure and install new rail and direct fixation fasteners on a new slab and remove the existing embedded track slab system from approximate sta. 76+50 to 91+00, on both the Westbound and Eastbound tracks on the Red Line.



## UTA On Call – S-Curve Replacement Design Services Proposal

### 3 SCOPE OF THE DESIGN SERVICES

#### 3.1 Assumptions

##### 3.1.1 Input data

To produce a detailed design for the project, it is crucial to have access to all the data used in previous phases of the design, at least:

- detailed direct fixation drawings and specifications, specific for this project,
- detailed alignment of the track, including plan, profile and superelevations,
- all as-built drawings and reports,
- field inspections reports,
- track maintenance reports,
- latest field surveying and topography campaign,
- existing drainage elements,
- geotechnical report of the trackbed,
- design loads (axle loads),
- operations plan,

Also, the following input data needs to be available before the design starts:

- detailed (1":40') topographic map of the project area, including cross sections of the track each 50' and concise coordinates of all drainage elements, cable duct lines, manholes and any other element contained within the track ROW between the limits of the project.
- Survey data control plans

##### 3.1.2 Submittals & review cycles

SENER is assuming the following scheme for the document review cycle (within the 1.5-month period):

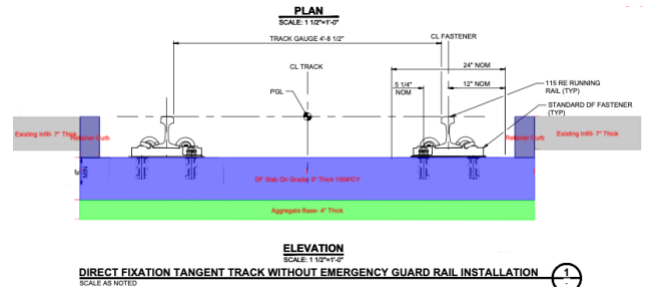
1. **Draft 90%** design submittal issued for 1 cycle of revision by SW. Assumes a ONE-week revision period by SW.
2. **Final Design** submittal with SW comments addressed.

No Bill of Quantities report will be produced.

Preparation of separate submittal packages for third parties or stakeholders is not included.

#### 3.2 Detailed Design Drawings

##### 3.2.1 Typical Cross Sections

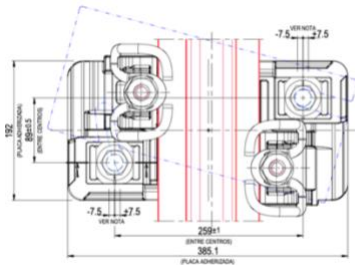
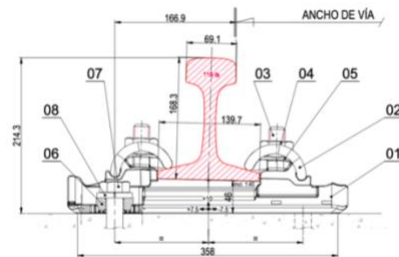


Typical cross sections drawings will be provided for all situations encountered in the project. These cross sections will detail the different dimensions of the new track cross section, including subbase, base and the track slab.

##### 3.2.2 Track Components Drawings

These drawings will contain details for the track components provided by suppliers, like:

- Rail sections
- Rail fastenings
- Details of rail fastening anchorage to the slab



##### 3.2.3 Emergency Guard Rail / Restraining rail location plan

This drawing will provide information on the general disposition of the emergency guard rails and or restraining rails to be placed following UTA design requirements, and a table with the locations along

UTA On Call – S-Curve Replacement Design Services Proposal
 

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the alignment where these components need to be placed.

### 3.2.4 Rail fastening stiffness transition

This drawing will define the stiffness transition needed between the new direct fixation system and the existing embedded track system.



### 3.2.5 Concrete track slab

This set of drawings will define the concrete dimensions, steel reinforcement and construction notes and specifications.

### 3.2.6 Earthing and bonding

Earthing and bonding helps to avoid corrosion due to stray currents by providing a low resistance path for the stray current to flow to ground. The earthing and bonding design of the track in this section will be revised to minimize this issue, and the appropriate measures will be defined in this set of drawings.

### 3.2.7 Track drainage

This set of drawings will define the drainage system for the new track design, including gutters, catch water drains, drain pipes, French drains; plus the connection to the general storm drainage system of the City.

## 3.3 Detailed Design Reports

### 3.3.1 Slab track design validation

This report will include all the calculations needed to validate the concrete slab track structural design.

### 3.3.2 Drainage report (upon request)

This report will include all the calculations needed to validate the track drainage system design, if needed.

## 3.4 Optional services (not included in the scope)

Some services that could be provided in addition to the services described in the previous sections are the following:

- New barrier protection: due to the new track design, a new barrier protection might be needed to completely separate the road traffic from the LRT tracks.
- SENER could develop a study to analyze possible causes and solutions for rail corrugation and vibration problems that present the referred track section. A detailed inspection of the track and train wheels should be conducted to identify any potential issues, such as worn track components or misaligned wheels. Field measurements could also be taken to identify the vibration levels and frequencies. Once the cause of the problem is identified, simulations can be run to test potential solutions, such as adjusting the train speed, adding friction modifiers, or installing vibration dampers. It would also be important to consider other factors that could be affecting the problem, such as the track and train maintenance, or the weather conditions. The study could also define a monitoring and maintenance plan to verify the evolution of the problem.

These services are not considered part of the scope required by SW to SENER, and therefore, have not been included in the cost proposal that is included at the end of this document.

## UTA On Call – S-Curve Replacement Design Services Proposal

#### 4 SCOPE OF THE DESIGN SERVICES DURING CONSTRUCTION (DSDC)

After the Detailed Design phase has finalized, SENER will provide Design Services During Construction to support the project until its completion.

In this phase, SENER shall provide, on a *Time and Material* basis, professional engineering services as follows:

- Prepare, provide, review, and/or approve, field changes to complex designs, project drawings and specifications associated with the project including, but not limited to, Issued for Construction (IFC) plans and specifications.
- Prepare designs in response to Design Change Requests (DCR's) or Field Changes Requests (FCR's) including calculations, drawings, or professional analysis, as required.
- Review, respond and/or approve Request for Information (RFI) or Approval (RFA) submittals involving shop drawings, material data information and specifications and/or samples, and recommend appropriate action based upon project requirements and specifications.
- Manage, coordinate, and verify the recordation of the Project's as-built situation including, but not limited to, reviewing, processing, and/or documenting (red-lining) as-built drawings to ensure that all changes during the course of construction are recorded.
- Coordinate with other subcontractors, material suppliers, and potential tradesmen working for the Contractor, as a representative of the Contractor regarding the execution of the Project.
- Provide field inspections and observations to ensure conformance with all Project plans and specifications at the direction of Contractor representatives.
- Represent the Contractor in the professional resolution of design and specification conflicts encountered during the course of construction and develop cost effective solutions without effecting the quality and functionality of the Project deliverables.

- Interpret/verify the intent of Project construction drawings and specifications with field personnel and confirm understanding of the design to ensure the most effective execution of the Project.
- Coordinate and interface with SW, UTA, other subcontractors, and other entities and subsystems related to the Project (civil, rolling stock, traction power, OCS, train control systems and comms).



## UTA On Call – S-Curve Replacement Design Services Proposal

## 5 PROJECT ORGANIZATION AND PROPOSED STAFF

The experience and know-how SENER staff will cover the full range of the required relevant expertise to perform and successfully deliver the services.

The key staff presented below has proven experience in successfully supporting clients during bid stage. Our team is used to work hard under tight schedules and time constraints, and to plan and coordinate internal and client's teams and efforts.

All SENER staff to be involved in these services will do every effort, be dedicated, and make itself responsible to provide a satisfactory advice to the UTA On Call team.

### Key staff:

Role	Name	Exp. (yrs)
Design Manager	Álvaro Relaño, PE	34
Deputy Design Manager	Roberto Rodríguez, PE	20
Earthing & Bonding Lead	Pere Busquet, PE	30
Track Lead	Raúl Arroyo	19
Structures Lead	Santiago Ferri	6
Drainage Lead	Juan Ramón Bartolomé	30



**Álvaro Relaño, PE** is a Professional Engineer in Utah (amongst other states) with 34 years of experience as Project and Design Manager. He is a renowned rail expert that has successfully contributed over the last three decades to the planning, design and implementation of rail & transit infrastructures internationally. Álvaro's experience includes projects encompassing all the disciplines (civil, track and systems) and he has a deep knowledge of the interactions between all the disciplines, being able to anticipate problems derived from the integration of the different disciplines.



**Roberto Rodríguez, PE** is a Professional Engineer in CA based in LA and will be the Deputy Design Manager. He will lead the design team, carrying out and being responsible for the content of the work and the timely production and submission of the deliverables for every Task. Roberto is a Civil Engineer with 20 years of experience managing and coordinating railway infrastructure projects, both in the private sector working for SENER, as well as in the public sector, managing rail contracts working for the Spanish Railways Infrastructure Manager (ADIF). Two of his areas of expertise are rail track design and FL & Safety facilities for tunnels.



As a Traction Power Expert, **Pere Busquet, PE** is a chartered electrical engineer in CA that brings 30 years of experience in electrical power supply systems engineering, specifically in the rail system environment: medium/low voltage power supply & distribution systems, traction substations, and high voltage supply. Pere is based in Barcelona and will serve as the back-office lead in this task.



**Raúl Arroyo** is an expert in Track Technology and Manager of multidisciplinary contracts related to this area of activity. He has extensive knowledge in railway dynamics, ballastless track and ballasted track, anti-vibration solutions (floating slab tracks and ballast mats), EN and AREMA regulations, vibrations, noise, railway pathologies, track materials, instrumentation, signal analysis and post-processing, simulation, validation and approval of railway fastening systems, buckling, railway inspections and auscultations, obstacle implementation gauging and railway interoperability.



**Santiago Ferri** has specialized in civil structures calculations, analysis and design, focusing in structures for urban transport and railway projects (elevated structures or slab tacks) and designing singular civil structures (parametric vaults) and building structures. He also has experience in BIM projects as a modeller.

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**Juan Ramón Bartolomé** is a seasoned Project Engineer with over 30 years of experience in hydraulic & drainage projects. Currently he is a senior project engineer in the Water Technology Section of SENER. He is the person in charge of coordinating hydrology and drainage for lineal projects (highways, rail, transit, airports and ports).

In addition to the key staff presented above, SENER will provide a complete set of specialists that will be available on-demand to carry out the specific analysis and studies or clarify any doubts as they may arise during the services.

Services under this proposal are assumed to be performed in Los Angeles (CA) and Spain.

Also, to complement the scope of services that SENER can provide to this project and focusing on the regional knowledge of other rail stakeholders, SENER is open to collaborate with other third parties.



## 6 SUMMARY OF TASKS AND WORK PACKAGES

### 6.1 Detailed Design Drawings

- WP 2.1 Typical Cross Sections
- WP 2.2 Track Components Drawings
- WP 2.3 Emergency Guard Rail / Restraining rail location plan
- WP 2.4 Rail fastening stiffness transition
- WP 2.5 Concrete track slab
- WP 2.6 Earthing and bonding
- WP 2.7 Track drainage

### 6.2 Detailed Design Reports

- WP 3.1 Slab track design validation
- WP 3.2 Drainage report

### 6.3 DSDC

Work packages will be defined in later stages, based on the proposed scope.



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## 7 SCHEDULE

SENER assumes the following duration of its services:

- **Detailed Design: 1.5 months** (Jan–Feb 2023)
- **DSDC: 3-4 months** (May– Sept 2023)

The SENER team will develop the scope described in this proposal during the period described above, provided that all the necessary documentation is available at the beginning. The detail design project works are assumed to start on January 15<sup>th</sup>, 2023.



## UTA On Call – S-Curve Replacement Design Services Proposal

### 8 COST PROPOSAL

#### 8.1 Assumptions

The design assumptions considered in this proposal are the following:

- The existing track corrugation and vibration problems described in the Project Understanding section are assumed to be diagnosed, and SENER will not re-evaluate the situation, nor propose any other solutions as part of this scope.
- The track alignment design is not included in SENER's scope.
- The track and track components design, and specifications are not part of SENER's scope, and will be an input from SW.
- No cable troughs or cable crossings are included in this scope.
- No hard copies will be provided, all submittals will be electronic
- Duration of the detailed design phase: 1.5 months
- Periodic trips of the team based in Spain and Los Angeles to Salt Lake City to attend meetings.

#### 8.2 Lump Sum Fee

Due to the nature of the services, a lump sum fee is proposed. This target price is based in the estimated workload for the proposed staff.

**The estimated lump sum fee for the detailed design phase scope described in this proposal is 250,000 USD.** This amount is exclusive of any indirect taxes.

This fee is based on a scope and a timeframe as described in this document. **If case of change of scope or schedule, SENER will be entitled to reconsider this financial proposal.**

#### 8.3 Detailed Design lump sum payment schedule

The proposed payment schedule for the Detailed Design phase (lump sum price) is:

- Down payment at contract signature: **10%**
- 40% when SENER submits the **Draft 90%**
- **25%** when SENER submits the **Final detailed design**

- **25%** upon **acceptance of the Final detailed design** at the end of the project timeframe.

The invoices will be submitted on a monthly basis.

All payments will be done in USD, 30 days after invoicing.

#### 8.4 DSDC Time & Material fees proposal

For the DSDC phase, the following rates are proposed:

Role	Activity	Hourly Rate (\$) FY 22/23
Design Manager	Project Management	\$ 325.00
Deputy Design Manager	Engineering Management	\$ 325.00
Track Lead	Track Engineering	\$ 175.00
Earthing & Bonding Lead	Earthing & bonding design	\$ 225.00
Structures Lead	Slab design	\$ 175.00
Drainage Lead	Track drainage design	\$ 225.00
Project Engineer	Engineering	\$ 175.00
Draftsman	CAD	\$ 125.00
Administrative Staff	Administration	\$ 100.00

The **estimated cost** for this phase would add up to **35,000 USD** for a 3-month period.

#### 8.5 Terms and conditions

This proposal is valid for 3 months.

The sole liability of the Consultant for any errors, mistakes or defects in the Engineering Services caused by his negligence shall be to correct at his cost any such errors mistakes or defects and correctly re-perform the services provided. The maximum aggregate liability of the Consultant for a cause whatsoever shall be limited to an amount equal to 100% of the Contract Price.

The Consultant shall not assume any liability for indirect or consequential damages or losses of any kind.

The Consultant shall not be responsible nor assume any liability whatsoever under any circumstances in the performance of the works for errors or inadequacies in the documentation, information and instructions provided by the Client, or for defects or errors that may exist on existing Project documents.

The Intellectual Property (hereinafter IP) of the Consultant embedded in the works or developed while executing the works remains the property of the Consultant and the Client shall receive a non-exclusive, limited, royalty free license over such IP



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embedded in the works for the sole purposes of the exploitation of the Project by the Client.

In the event of termination for any reason, the Consultant shall be entitled to payment of the price for all work effectively carried out in accordance with the contract, up to the date of termination.

Other terms and conditions are to be agreed by the parties upon signature of a specific contract, and which will be executed between the Parties after the Client has officially accepted the Consultant's proposal.

## Annex 1 – Curricula vitarum



# Alvaro Relano-Rojo, P.E.

## HSR Track & Alignment Lead Designer



### Current Position

Project Manager for Transport Projects in SENER (USA)

### Years of Experience

30+ years

### Qualifications

M. Eng., M. Sc. Civil Engineering,

Specialty: Transportation Polytechnic University of Madrid (Spain) - 1988

### Professional Licenses

PE California #C82257

PE Nevada #026277

PE Maryland #4605900

PE Washington #55533

PE Texas #129980

PE New York #100170-1

PE Colorado #055468

PE Virginia #0402060671

PE Alabama #38491-E

PE Hawaii #PE-18716

PE Florida #88837

Spain Association of Civil Engineers #9617

### Employment History

**SENER Ingeniería y Sistemas, S.A.**, Project Manager (1994 - Ongoing), Project Engineer (1988 - 1989)

**Engineering Solutions S.A.** (1989 - 1994), Technical Manager and Software Developer

**SENER Ingeniería y Sistemas, S.A.** (1988 - 1989), Project Engineer

## EXPERIENCE SUMMARY

Alvaro Relano-Rojo, P.E. with 30+ years of professional experience as Project Manager and Design Leader in Transportation and Infrastructure engineering projects. He has successfully contributed over the last two decades to the planning, design and implementation of High Rail Infrastructures internationally. Professional Engineer in Civil Engineering in the States of California, Texas and Florida, among others. Holding an MSc degree in Civil Engineering, Alvaro's experience includes projects encompassing all the disciplines (civil, track and systems) and he has a deep knowledge of the interactions between all the disciplines. He designs and leads teams with a holistic approach, providing the best solutions. He is able to anticipate the key elements for track and systems whether they are in one contract or separate contracts.

Alvaro is a renowned expert that has participated as Design Manager and High Speed Rail expert in the latest projects being delivered in the USA, such as the E&E services for the Palmdale to Burbank section, and the CP-4 Design & Build section of the California HSR or the bid design for Los Angeles Regional Connector, and the most relevant HSR projects undertaken in Spain, such as the HSR Madrid-Barcelona-French Border (with 500 miles of preliminary studies and 270 miles of detailed design) and the Spanish Eastern HSR corridor Madrid-Valencia (with over 600 miles in preliminary studies and 430 miles of detailed design).

Alvaro has a comprehensive experience and relies on his knowledge and the organizational capacity to successfully deliver and provide identity to the services under execution.

## RELEVANT EXPERIENCE

**Environmental and Engineering services for the Palmdale to Burbank section of the California high speed line, California/USA (2015-Ongoing)**, Design Manager. Preliminary Engineering Design of Civil Works, Track and Systems.

Client: California High-Speed Rail Authority (CHSRA)

Alvaro currently serves as Engineering Design Manager responsible for the preliminary design of the highly complex 44-mile high-speed line section from Palmdale in the north, to Burbank in Los Angeles County in the south. Alvaro has provided technical advice and recommendations based on cost, rail operations, track design, constructability, and environmental feasibility.

SENER is the Prime Designer for this California HSR Authority Environmental & Engineering contract. SENER provides engineering services that include conceptual design engineering, analyzing different alternatives before selecting the preferred one, as well as the preliminary engineering design and the development of conceptual-level area plans for two multimodal HSR stations: Palmdale and Burbank Airport. Interphases with freight Railroads, and connections with Metrolink, airport services and other modes of transportation, come along with TOD measures to facilitate the success of the city



## Alvaro Relano-Rojo, P.E. HSR Track & Alignment Lead Designer

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development and the HSR system. Furthermore, SENER will prepare the bid documents for design and build (D&B) contracts.

The Environmental Clearance (Record of Decision) for that section and the Engineering for Procurement are among the most relevant goals within the scope. The alternatives considered include base tunnels (over 12 mi length). SENER is the Prime Designer for the team, which includes more than 30 local sub consultants. Services comprise Concept Design, 15% Engineering & 35% Engineering Detail. The total budget is \$74 M over 6 years.

### **Detailed Design for the CP4 High-Speed Rail segment in California, California/USA (2016-present), Engineer of Record**

Client: California Rail Builders (CRB)

Selected in 2016, Alvaro is the Engineer of Record for Railways, Roadways and Civil Works portion of the Detail Design Project of Section CP4 (Construction Package 4), subsection WS1, 4 mi length south of Wasco. The client is California Rail Builders (CRB). CRB is the design/build entity for the civil infrastructure of this section from the Kern County line to Shafter, approximately. SENER'S scope includes Alignment, Track Bed, Roadways, Structures, Grading, Hydrology & Drainage, among others. The total budget is \$2.7 M over 10 months. SENER is currently providing support during construction to the contractor.

### **Los Angeles Union Station Master Plan, Los Angeles (2012-2015), High Speed Rail Discipline Lead**

As a Railway Design Expert Alvaro led the transit engineering for High-Speed Rail (HSR), design criteria review and analysis, HSR alternatives proposal and evaluation for the alignment, track configuration, concourse layout, functional analysis, parking facilities, platform design, traction systems, signaling & communication, accessibility, safety, fare collection and integration with other transit modes. His contribution included expertise in HSR, including track design, and state-of-the-art stations to provide advisory services, and developed the functional analysis for this multimodal hub. He worked closely and helped to implement the design parameters established by the CHSRA. SENER provided rail consultancy services as a key subconsultant to Gruen-Grimshaw, the lead designers for the conceptual design of the project.

### **High Speed Rail connection France – Spain, International Section Figueras-Perpignan, Spain–(2004-2009)**

Client: TP Ferro

Alvaro was responsible for the Design on alignment, track engineering and civil engineering through the preliminary design, Final design project, construction management, and works supervision. This included the completion of the Environmental reports required to get the construction permits. This High-Speed Link (27 miles), designed for mixed traffic (passenger and freight), was the first International Railway Connection being executed under a P3 scheme. SENER has also been the company responsible for the Project Management and the technical leader. SENER has directly developed the design and supervision of the works on the Spanish side. It has also carried out the detailed design for the Perthus Tunnel (5.3 miles) and the proposed railway and non-railway installations in tunnel (electrification, signaling and communications, control centers, track, safety installations, etc).

### **Spanish Railway Line Sevilla-Cádiz, Section Jerez de la Frontera Airport – Cádiz, sub-section “El Portal”. (Spain, 2000-2002)**

Client: Spanish Ministry of Civil Works

Alvaro served as Project Manager. Preliminary and Detailed design for a 6.2 miles section of double track duplication and double track variants to upgrade this rail corridor to High-Speed Rail. The work includes the detailed design of the civil works, track, and systems. The project includes the design of a new viaduct of 1.8 miles, as well as a new power substation and its connection line.



## Alvaro Relano-Rojo, P.E. HSR Track & Alignment Lead Designer

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### **HSR Urban Connection in Barcelona, Section: La Torrasa-Sants Station (Spain), Project Management**

As Project Manager and design lead, Alvaro's role included the overall management of the project, alignment, grading, detailed project of structures and underpasses, detailed drainage system design, geological and geotechnical works, track design for existing line affected by the new HSR line, and the environmental compliance for the detailed design. The contract encompassed preliminary design, detailed design and construction oversight for the new High-Speed Railway Line Madrid – Barcelona to Barcelona's major Railway Station (Sants). Its components include passenger access, with a new 1.4-mile HSR tunnel in a congested urban environment, including a challenging construction phasing and management of traffic of other commuter and metro railway lines during construction. Additionally, the criteria included a new railway branch to Barcelona's El Prat Airport.

### **High-Speed Railway Line Madrid-Valencia-Alicante-Murcia, Section: Madrid - Albacete/Valencia, Spain (1997-2006)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro was the Deputy Technical Chief in charge of Alignment and Civil Design during the different stages to eventually define a selected high-speed railway corridor (electrified double track section, maximum design speed 215 mph) between Madrid and Valencia (249 miles), including 10 passenger stations. This process included the following phases:

- Feasibility Study and Environmental Impact Assessment Studies of the HSR: more than 1,553 miles of alignment alternatives were studied, 435 miles for the selected solution, 10 passenger stations, 31 miles of tunnel and 25 viaducts.
- 10 passenger stations. Functional and Final design.
- Feasibility Study, Environmental Impact Assessment Study and Final Design Projects of the access section to the city of Valencia, including the renewal of the entire railways network in the city, the Central Station and a 3.7-mile-long tunnel under the city of more than 700,000 inhabitants.
- Feasibility Study and Environmental Impact Assessment Study of HSR access to Cartagena and refurbishment of Murcia's railway network. The study includes more than 155 miles of alternatives and two stations.

### **Project Management for the new railway complex at Madrid "Atocha" Railway Central Station and upgrading of "Chamartin" Northern Railway Station, Madrid, Spain (2010-2013)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro was the Project Manager for the Design review and management of the projects related to the improvements on Madrid's high-speed railway network, comprising the system formed by the two main stations, at Atocha (South) and Chamartin (North), which includes an enlargement of Chamartin Station, a new underground station in Atocha, relocation of the Railway Traffic Control Centre of Atocha, and the redesign of historical buildings of Atocha Station. The development of this complex rail system, and upgrade of the HSR Stations is key for linking the two main HSR sub-networks now in operation in Spain: North&West, with its main terminal in Chamartin, and South&East, with Atocha as main terminal.

### **High-Speed Railway Line Madrid-Valencia-Alicante-Murcia-Almeria, Sections: Valencia-Puzol & Vera-Los Gallardos, Spain (2008-2010)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro was the lead Design Manager (Valencia-Puzol) and the Project Manager (Vera-Los Gallardos) for the Preliminary and Detailed Design of these projects included in the railway line between Madrid, Valencia and Almeria. These 9.9 miles & 6.4 miles sections were designed for mixed traffic (passenger and freight), double track including 2 tunnels (1.2 miles), 4 viaducts (1.3 miles) and a long railway viaduct of 1.4 miles. He served as



## Alvaro Relano-Rojo, P.E. HSR Track & Alignment Lead Designer

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Project Manager responsible for the correct execution of the services considering stringent time restrictions and technical challenges.

### **High-Speed Railway Line Madrid-Valencia-Alicante-Murcia-Almeria, Section: Aranjuez-Ocaña, Spain (2005-2007)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro served as Project Manager. Preliminary and Detailed Design for this high-speed railway section of 1.5 miles. This section included the "El Regajal" tunnel.

### **High-Speed Railway Northern Line, section: Madrid – Zaragoza. Spain (1993-2000)**

Client: ADIF (Spanish Railway Infrastructures Authority)

SENER carried out the Preliminary Design project by different step process to finally define a select high-speed railway corridor (double-electrified track section) between Madrid and Zaragoza for a 217 mph design speed. As the Project Manager Deputy and Technical Chief, Alvaro was in charge of alignment and civil design. This process included all the Environmental Process until the Final approval of the selected alignment.

### **Final design for the new ADIF's Railway Test Ring in Malaga (Spain), section V (2012-2013)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro served as Project Manager. This infrastructure is designed for High-Speed rolling stock and allows speeds up to 310 mph for testing, research and certification purposes. The section V has a length of 8.7 miles and consists of a single standard-UIC-gauge track. Power Supply is designed for the whole ring. Some outstanding features along the section are two artificial tunnels (2,300 ft and 1,650 ft) to avoid big cuts, and a 330 ft tunnel under the A-45 freeway.

### **Spanish High Speed Railway section between Mondragón - Amorebieta/Etxano (Spain, 2003-2004)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro served as Project Manager. Preliminary design for 13.7 miles of high-speed rail line between Mondragón and Amorebieta/Etxano (Basque Country), comprising several tunnels and railway bridges.

### **Spanish High-Speed Railway north-eastern corridor, section Lleida – Martorell (Spain, 2001-2003)**

Client: ADIF (Spanish Railway Infrastructures Authority)

Alvaro served as project engineer specialist in alignment. Detailed Design for the 4 miles of high-speed railway including 1 mile of viaducts and 0.35 miles of tunnels. The contract also included preparing all Bid documents, Bid assessment and construction management.

### **Spanish Eastern High-Speed Railway line, section Albacete-La Encina (Spain, 1994)**

Client: Spanish Ministry of Civil Works

Alvaro served as Civil Engineer specialist. SENER was entrusted the railway upgrade of the line in order to adapt it to speeds up to 124/137 mph.



# Roberto Rodríguez-Illanes, PE

## HSR Track Expert



### Current Position

Senior Project Manager

### Years of Experience

19 years

### Qualifications

MSc Civil Engineer, Polytechnic

University of Madrid (UPM)

Madrid, Spain, 2003

Doctorate studies in the

railways field, Polytechnic

University of Madrid, Spain,

2006

### Professional Licenses

Member of the Spanish

Association of Civil Engineers

(CICCP)

California PE

### Employment History

**SENER Engineering and**

**Systems, Inc.** (2015 - Present),

Senior Rail Project Manager

**SENER Ingeniería y Sistemas,**

**S.A.**, (2013 - 2015) Project

Manager & Railways Expert

**ADIF** (Spanish Railways

Infrastructure Manager, 2007 –

2013) Chief Project Manager

**SENER Ingeniería y Sistemas,**

**S.A.**, (2002 - 2007) Project

Engineer

## EXPERIENCE SUMMARY

Mr. Rodriguez is a civil engineer with 19 years of experience managing and coordinating railway infrastructure projects, both in the private sector working for SENER, as well as in the public sector, managing rail contracts working for the Spanish Railways Infrastructure Manager (ADIF)

Mr. Rodriguez is an experienced PM of complex railway projects (transit, conventional & high-speed rail). He has a wide international experience, having worked in Europe, USA, Middle East, and Latin America. He is seasoned in all the different development phases: feasibility studies, preliminary design, detailed design, construction and finally, operation & maintenance.

Based in California since 2015, Mr. Rodriguez is a **licensed Professional Engineer** in this state and has a broad experience in the North American market.

He currently holds the Deputy Project Manager and Engineering Manager positions for the Engineering & Environmental contract for the Palmdale to Burbank project section, working directly with the CaHSRA and the RDP.

He is also the project manager for the Verification & Validation contract for the CP2-3 construction section of the California High Speed Rail program.

Two of his **areas of expertise are rail track design** and Fire Life & Safety facilities for tunnels. He has experience also managing interfaces between the different rail systems and subsystems, performing risk analysis for rail lines and directing risk-based design projects.

Mr. Rodriguez has advanced doctorate studies in the railways field, and he was member of the CEN/TC 256/WG 32 Railways Standards Group, in charge of developing the European Standard EN 15273 (*Railway Applications – Gauges*). He was also member of the *UIC High Speed Rail Committee*, in representation of SENER, and is currently member of the equivalent body at APTA (*APTA Committee on High-Speed & Intercity Passenger Rail*).

## RELEVANT EXPERIENCE

**California High Speed Rail, Construction Package 2-3, California/USA (2015 – present)**, Verification & Validation subcontract Project Manager

Client: Dragados USA - Flatiron JV

Mr. Rodriguez is the current Project Manager for Verification & Validation subcontract, being developed for the main Contractor (DRAGADOS-FLATIRON JV). SENER provides System Engineering services for the Construction Package 2-3 high-speed rail line section from Fresno to Tulare.

**California High Speed Rail, Construction Package 4 Section, California/USA (2015-Present)**, Engineering QC & Peer Review

Client: Dragados USA - Flatiron JV

Mr. Rodríguez-Illanes has QC and Peer Review responsibilities on the engineering submittals for this 22-mile-long project. CP4 is located within the counties of Tulare and Kern. SENER subsection is part of the WS1 alignment and is approximately four miles in total length between Wasco and Shafter. Major work elements for this alignment subsection include civil works for at-grade and aerial sections (approach to the non-standard structure at the BNSF railroad crossing), two grade separations at Kimberlina Road and Merced Avenue, realignment of local roads, and realignments of BNSF tracks.



**California High Speed Rail, Palmdale to Burbank Project Section, California/USA (2015 – present),** Deputy Project Manager & Engineering Manager

Client: California High-Speed Rail Authority (CHSRA)

Mr. Rodriguez is the current Deputy Project Manager and Deputy Engineering Manager for this +\$70M contract. SENER is the prime contractor providing Engineering & Environmental services for the 45 mi high-speed line section from Palmdale Station to the Burbank Airport Station. Services include: Environmental Impact Report/Environmental Impact Statement development, preliminary design engineering and analysis of various alternatives before selecting the preferred one, geotechnical investigations, station area planning, and public outreach. The Palmdale to Burbank section is one of the most challenging sections for the entire CHSRA program, as it includes the longest rail tunnels ever designed in the US, and two station integrations within the cities of Palmdale & Burbank. Additional design challenges are the numerous interfaces with both SCRRRA and UPRR lines along the alignments, plus multiple elevated Type I structures for High Speed Rail, with some nonstandard designs like great height pile viaducts, or high-span concrete and steel arch bridges.

**Technical & Detailed Design Projects for the Extension of the L5 Rubber-Tire Metro Line Santiago de Chile/Chile (2007),** Track Design Lead

Client: EFE (Empresa de Ferrocarriles del Estado, Chile)

Mr. Rodriguez was the **Track Design Lead** for this complex rapid transit project, involving very unconventional track technology (rubber-tire), which involved interfacing not only with the client, but also with the French suppliers that owned the technology.

**Preliminary Study, Technical & Detailed Design Projects for the Track Laying & Maintenance Bases of the High-Speed Line Madrid – Levante, Spain (2006 – 2007),** Project & Design Manager

Client: ADIF (Spanish Railway Infrastructures Authority)

Mr. Rodriguez was both the Project Manager and Design Manager of this project. The project scope included the preliminary and detailed design (ready for construction) of **four (4) track laying bases & heavy infrastructure maintenance facilities** for the Madrid — Levante line: Villarrubia de Santiago, Gabaldón, Albacete and Requena. These projects were completed and began operation in 2008. These facilities currently serve 283 miles of HSR double track and include interfaces with the conventional rail network to allow delivery of heavy haul trains with ballast, track & rail systems supplies.

**International High-Speed Line Figueres – Perpignan. Location: Girona (Spain) & Languedoc-Rousillon (France), (2004 – 2007),** Assistant to the Project Manager and HSR Track Design Lead

Client: TpFerro

Mr. Rodriguez was assistant to the Project Manager and **Track Design Lead** responsible for the design of 28 mi of HSR double track including both **ballast and slab track state-of-the-art design technologies**. He also was in charge of the interface management between the civil, track and rail systems disciplines. The \$1.1 billion EUR Figueres–Perpignan project was the first International Public Private Partnership (PPP) High-Speed Rail project developed in the world. It consisted of 28 mi of double track electrified High-Speed Line for up to 220 mph operation, for mixed traffic (passenger & freight).

The section included a 5.2 mi double bore tunnel (Perthus Tunnel) through the Pyrenees, connecting both countries. The project has been in operation since 2010. The scope of works included detailed design (ready for construction) and construction management for both infrastructure and rail systems. It included a Heavy Maintenance Facility (HMF) and an Operations Control Center (OCC).

# **RAUL ARROYO GONZALEZ**

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## **PERSONAL INFORMATION**

E-mail: [raul.arroyo@sener.es](mailto:raul.arroyo@sener.es)

Contact telephone numbers: 647986313

## **ACADEMIC TRAINING**

- **M.SC. INDUSTRIAL ENGINEERING** (Level 3 MECES - **MASTER**). July 2007  
Polytechnic University of Burgos. Spain.
- **B.SC MECHANICAL ENGINEERING** (Level 2 MECES - **DEGREE**). February 2003.  
Polytechnic University of Burgos. Spain
- **MASTER'S DEGREE IN SUPPLY CHAIN MANAGEMENT. INTEGRAL LOGISTICS / OPERATIONS. February 2018.** ICIL Foundation.
- **MASTER'S DEGREE IN INTERMODAL FREIGHT TRANSPORT. December 2016.** Polytechnic University of Catalonia (UPC).
- **UNIVERSITY EXPERT IN THEORY AND APPLICATION OF FINITE ELEMENTS. February 2013.** UNED Foundation.
- **FP II SPECIALIST TECHNICAL DRAFTIST (BUILDINGS AND WORKS). June 1998.** Burgos, Spain.

## **FURTHER TRAINING**

- **WORKSHOP VERTICAL DYNAMIC OF THE TRACK AND DIGITAL SIGNALS IN RAILWAYS.** Agustin de Betancourt Foundation.
- **WORKSHOP SPECTRAL ANALYSIS AND DIGITAL FILTERING OF DIGITAL SIGNALS IN RAILWAYS.** Agustin de Betancourt Foundation.
- **TRAINING IN CALIBRATION AND VERIFICATION OF MEASUREMENT AND TESTING EQUIPMENTS.** Weather Control Techniques.
- **SEMINAR ON CALCULATION WITH MATLAB OF THE FORCES IN THE WHEEL-RAIL CONTACT.** Polytechnic University of Madrid.
- **MONOGRAPHIC ON DATA PROCESSING AND PERFORMANCE OF CONTROL PANELS.** CEF- CENTER FOR FINANCIAL STUDIES.

- **MS-EXCEL ADVANCED. ADR TRAINING.**
- **INTERPRETATION OF GEOMETRIC AUSCULTATIONS. INECO.**
- **MANAGEMENT OF FUNDAMENTAL PROJECTS. INECO.**
- **COURSE ON RAILWAY OPERATION. BASIC CONCEPTS AND ITS EVOLUTION. INECO.**
- **STRUCTURE GAUGE. INECO.**
- **QUALITY ASSURANCE-INSPECTION GUIDELINES. INECO.**
- **SPECIALIST IN COMPUTER AID DESIGN (AUTOCAD).** Duration: 220 hours (Year 1996). Taught by: ABC Academy.
- **OCCUPATIONAL RISK PREVENTION COURSE.** Duration: 70 hours (From 10/13/98 to 03/24/99) Taught by: Trevysa.

## **COMPUTING**

- **Mastery of PULSE, Bruel&Kjaer software for the acquisition, post-processing and real-time viewing of acoustic-vibration measurements.**
- **Signal processing: Matlab, Python, Dewesoft.**
- **Management of Office package (word, excel, power point, project). Excel expert level.**
- **AutoCAD.**
- **ANSYS basic level.**

## **LANGUAGES**

- **ENGLISH:** B2 (Spoken and written)

## **EMPLOYMENT RECORD:**

- *06/2022 – Currently. **TRACK RESPONSIBLE - SENER Engineering and Systems S.A. (Railway infrastructures Department).***
- *2012 – 06/2022 **TECHNICAL MANAGER - INECO (Track Pre-maintenance and Technology Department).***

- *Dimensioning and management of technical, economic and human resources to achieve the objectives and needs of the different projects efficiently.*
  - *Preparation of technical and economic bids for the works.*
  - *Client portfolio management.*
  - *Responsible at INECO for vibration studies. Effects generated by railway infrastructures in urban environments and their adaptation to regulations.*  
*Highlighting two fields of action:*
    - *Project: studies prior to the commissioning of the railway infrastructure, using simulation techniques and experimental tests.*
    - *Maintenance: study of the different vibratory problems generated by railway infrastructures throughout their life cycle.*
  - *Responsible at INECO for acoustic tests in the field.*
  - *Tests for the characterization of railway systems using vibration and laser measurements.*
  - *Quality tests and homologation of track materials.*
  - *Study of anti-vibration materials and their behavior.*
  - *Design and improvement of test methods.*
- ***June 2007 – 2012. CONSULTING ENGINEER – INECO-TIFSA (Track Management and Exploitation Department).***
    - *Vibratory and acoustic tests.*
    - *Design and implementation of test methods.*
    - *Dimensioning of technical means.*
    - *R&D projects.*
    - *Supply and storage of road materials.*
    - *Quality tests and homologation of track materials.*
    - *Characterization tests of track systems.*
    - *Road inspections.*
    - *Track technology studies, track renovations.*
- ***January 2004 – June 2007. RESEARCH ENGINEER AND QUALITY TECHNICIAN – GRUPO ANTOLIN INGENIERIA S.A. (Research Department – Acoustics and Vibrations Laboratory).***
    - *Vibratory and acoustic tests in fatigue benches, anechoic chamber, reverberant chambers, Alpha cabin, kundt tube, on seats, roofs, doors and window motors of automotive vehicles.*
    - *Design and implementation of test methods.*
    - *Dimensioning of technical means.*
    - *R&D projects.*
- ***February 2003 - January 2004. POSTGRADUATE SCHOLARSHIP - GRUPO ANTOLIN INGENIERIA S.A. (Research Department - Acoustics and Vibrations Laboratory).***
    - *Learning different vibration and acoustic testing methods.*
    - *Performance of test methods.*
    - *R&D projects.*
- ***June 2002 - February 2003. FINAL DEGREE PROJECT SCHOLARSHIP – GRUPO ANTOLIN INGENIERIA S.A. (Research Department - Acoustics and Vibrations Laboratory).***

- *Location of sound sources by means of acoustic pressure and intensimetry techniques.*

*June 2022*



Ref.: 64505279

## Curriculum Vitae

### Personal Data

Name : FERRI MATEU, SANTIAGO

Date of birth : December, 1993

Nationality : Spanish

Education : BEng Civil Engineering, Universitat Politècnica de València (UPV), Spain, 2015 (Structural Engineering Specialist).  
 MEng Civil Engineering, Universitat Politècnica de València (UPV), Spain, 2017 (Structural Engineering Specialist).  
 Master BIM - Construction information management, Universitat Politècnica de València (UPV), Spain, 2018.

Languages : Spanish (Native), Catalan (Native), English (B2-CEFR)

Other data : Courses & Technical Conferences:  
 -Modern Urban Track Solutions Rheda City Workshop, Schwihag Iberica & Rail.One, 2021.  
 -First Technical Conferences of Education, Development & Innovation in the field of Construction Engineering, Universitat Politècnica de València (UPV), 2020.  
 -Technical Conference of progressive collapse of structures, Universitat Politècnica de València (UPV), 2019.  
 -Technical Conferences of BIM and industrialization, Universitat Politècnica de València (UPV), 2019.  
 -Course The Art of Structural Engineering: Bridges, Princeton University 2019.  
 -Course The Art of Structural Engineering: Vaults, Princeton University 2019.  
 -Technical Conferences on design and calculation of D-regions with FEM using IDEA StatiCa, Construsoft, 2018.  
 -Certification in Tekla Structures 2018i, Construsoft, 2018.  
 -Basic BIM introductory course with Revit Architecture, Universitat Politècnica de València (UPV), 2017.  
 -Course on graphic project planning with Microsoft Project, Universitat Politècnica de València (UPV), 2016.  
 -Conference "The harmony of the bridges" of MEng PhD Javier Manterola, Universitat Politècnica de València (UPV), 2015.  
 -Course on AutoCAD 2D & 3D, Universitat Politècnica de València (UPV), 2013.



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#### Congresses & Symposiums:

- International fib Symposium on Conceptual Design of Structures, Attisholz (Switzerland), 2021.
- International fib Symposium on Conceptual Design of Structures, Madrid (Spain), 2019.
- EUBIM 2019 - 8th BIM International Congress, Valencia (Spain), 2019.

#### Papers & Publications:

- Llopis, C., Ferri, S. y Martins, M. (2019). Conceptual design process of the structural systems of the Multi-Modal Transfer Center of Observatorio in Mexico City. International fib Symposium on Conceptual Design of Structures, Madrid (Spain).
- Llopis, C. y Ferri, S. (2021). Design experience of a thin steel frame folded plate envelope for the new railway station of Vasco de Quiroga. International fib Symposium on Conceptual Design of Structures, Attisholz (Switzerland).
- Ferri, S. y Llopis, C. (2021). Conceptual design of the structure of architectural pergolas for La Sagrera multimodal transfer center in Barcelona. International fib Symposium on Conceptual Design of Structures, Attisholz (Switzerland).

#### Honours & Awards:

- InnoTrans Career Award, Railgrup, Messe Berlin, 2020.
- Second Prize in the XII Edition of the Master's Thesis Awards, Juan Arizo Serrulla Foundation, Universitat Politècnica de València (UPV), 2018.
- Graduated with honours supporting the Bachelor's Thesis entitled "Basic Design Project for the South Access Bridge to the Tempelhof Park, Berlin", Universitat Politècnica de València (UPV), 2015.
- First Prize in the X Edition of the BASF Construction Chemicals Awards, BASF The Chemical Company, Universitat Politècnica de València (UPV), 2013.

#### Software:

- Analysis and structural design: SAP2000 (advanced proficiency), AUTODESK ROBOT STRUCTURAL ANALYSIS (advanced proficiency), CYPECAD (average proficiency), IDEA StatiCa (basic proficiency).
- BIM Modelling: AUTODESK REVIT (advanced proficiency), TEKLA STRUCTURES (basic proficiency), ARCHICAD (basic proficiency).
- BIM Coordination and Management: AUTODESK NAVISWORKS (average proficiency), SOLIBRI MODEL CHECKER (basic proficiency).
- BIM programming: DYNAMO (advanced proficiency).
- Computer-Aided Design (CAD): AUTODESK AUTOCAD 2D y 3D (advanced proficiency).
- Bills of Quantities, Construction Costs and Project Planning: PRESTO (average proficiency), MICROSOFT PROJECT (average proficiency)
- Office Automation: MICROSOFT WORD (advanced proficiency), MICROSOFT EXCEL (advanced proficiency), and MICROSOFT POWERPOINT (advanced proficiency).



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## Summary of experience

Six (6) years of experience in civil structures calculations, analysis and design, specializing in structures of urban transport and railway projects (elevated structures or track slabs) and designing singular civil structures (parametric vaults) and building structures. Experience in BIM projects as a modeller, reviewer and programmer in innovation developments, as well as BIM coordinator of structure model discipline.

The most experience focuses on structural engineering, but has also experience in coordination and integration of structures with other disciplines, such as architecture of technical buildings or, specially, for the integration of track and railway communication systems. He has also performed tasks of leader of civil structures discipline for international tramway projects. For the different projects he has contributed as a checker of drawings, bill of quantities and reports of design and structural calculations.

Some of the singular projects in which he has worked as a project engineer for the discipline of civil structures are: Panama Metro Project (Panama), Monorail Cairo New Capital City & 6th October Lines (Egypt), Guadalajara Metro Project (Mexico) or Mexico-Toluca Interurban Railway Project (Mexico). The projects in which he has worked as a structural engineer leader are the Finch West Tram in Toronto Project (Canada) and Edinburgh Tram York Place-Newhaven Project (UK).

## Work experience

Since 2018 SENER INGENIERÍA Y SISTEMAS, S.A

Roles: Project Engineer / Discipline Leader Engineer / BIM Coordinator / BIM Expert / Construction Technician

### Projects:

- HS2 (HIGH SPEED TWO LIMITED). Washwood Heath Depot Basic Design Project. (United Kingdom). 2021-2022.

Activities: Project Engineer. Structural design and calculation of technical, administrative and railway maintenance buildings. Drafting of calculation and technical reports. Technical review of structural drawings.

- SACYR. Value Engineering Works for the Tender Design Project of the new Bologna Tram Linea Rossa. (Italy). 2021.

Activities: Discipline Leader Engineer. Calculation and optimization of track slabs at grade and over existing bridge structures. Analysis of potential aspects of design improvement and integration of track slabs.

- CJV OC/AC (ORASCOM-ARAB CONTRACTORS). New Capital City and 6th October Lines Monorails Detail Design Project. (Egypt). 2020.

Activities: Project Engineer. Structural design and calculation of the deep foundations for the main columns of elevated stations.



Ref.: 64505279

- ADIF/BSAV (ADIF-BARCELONA SAGRERA ALTA VELOCITAT). Tender Engineering Services for detailed projects for the architecture, facilities and urbanization of La Sagrera station in Barcelona. Section A & Section B (Spain). 2020.

Activities: Project Engineer. Structural feasibility analysis, design and calculation of wooden structures for architectural pergolas.

- AENA. Project Management and Technical Assistance for the Direction, Control and Supervision of constructions developed at airports. Batch 5. East Region. Valencia Airport (Spain). 2020-2022.

Activities: BIM Expert and Construction Technician. Control and supervision of the BIM model and BIM construction certifications. Approval of BIM Execution Plans. Technical assistance, control and supervision of the construction work. Approval of materials, reports and planning of work. Supervision of certifications.

- CJV SFN (SACYR-FARRANS-NEOPUL). Edinburgh Tram. York Place to Newhaven Project (United Kingdom). 2019- till date.

Activities: Discipline Leader Engineer. Structural design and calculation of track slabs at grade and over existing bridge structures. Integration of systems discipline in track slabs. Structural design and calculation of OLE poles foundations, technical buildings and architectural equipment of tram stops. Drafting of calculation and technical reports. Technical review of structural drawings.

- ARUP. Finch West Avenue (Toronto) Light Rail Transit. Systems & Track Design Project (Canada). 2018-till date.

Activities: Discipline Leader Engineer. Structural design and calculation of track slabs at grade and over underground structures. Integration of systems discipline in track slabs. Drafting of calculation and technical reports. Technical review of structural drawings.

- UNIÓN METRO CAPITAL CJV (SACYR, CAF, HYUNDAI & STOA). Engineering project for Tender Design of the First Metro Line of Bogota - Section 1 (Colombia). 2019.

Activities: Project Engineer. Bill of quantities of structures for maintenance and depot buildings.

- CL3 (CJV Line 3: FCC, CARSO & SK). Design engineering project, construction of civil Works, auxiliary line installations and stations, supply and installation of the integral system that includes the rolling stock (Monorail), and commissioning of the system for line 3 of the Panama metro (Panama). 2018.

Activities: Project Engineer. Bill of quantities of structures for underground and elevated stations.



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- RAILWAY INFRASTRUCTURE SPANISH ADMINISTRATION. Construction Project of acoustic protection of the Madrid-Asturias High Speed Rail Line. La Robla-Pola de Lena Section (Spain). 2019.  
Activities: Project Engineer. Bill of quantities of structures for auxiliary installations. Technical review of drawings and of bill of quantities of structures for auxiliary installations.
- APEX-BRASIL. Brazil Pavilion Expo 2020 Dubai Tender Design (Emirates). 2018.  
Activities: Conceptual design of the structure of the singular wooden roof of the pavilion. Author of tender structural documents.
- SCT (MINISTRY OF TRANSPORT AND COMMUNICATIONS OF MEXICO). Adaptations, updates and modifications to the executive Project of the Mexico-Toluca Interurban Railway that are required during the construction phase. (Mexico). 2018-till date.  
Activities: Project Engineer. Design and calculations of structures for elevated stations, technical buildings and auxiliary structures. Conceptual design and structural calculations of the Multi-Modal Transfer Center of Observatorio. Bill of quantities of structures for elevated stations. Drafting of calculation and technical reports. BIM Coordinator of the structural models.

2016-2018 SENER INGENIERÍA Y SISTEMAS, S.A  
Roles: Project Technical Engineer

Projects:

- SCT (MINISTRY OF TRANSPORT AND COMMUNICATIONS OF MEXICO). Adaptations, updates and modifications to the executive Project of the Mexico-Toluca Interurban Railway that are required during the construction phase (Mexico). 2016-2018.  
Activities: Project Technical Engineer. Design and calculations of structures for elevated stations and auxiliary structures. Drafting of calculation reports. Technical review of structural drawings.
- FERROVIAL-ACCIONA. Melbourne Metro Rail Project Tender design service. Tender design project for Tunnel and Stations PPP (Australia). 2016.  
Activities: Project Technical Engineer. Bill of quantities of structures for underground stations.
- SCT (MINISTRY OF TRANSPORT AND COMMUNICATIONS OF MEXICO). LIGHT RAIL TRAIN OF GUADALAJARA SITEUR (Mexico). 2016.  
Activities: Project Technical Engineer. Bill of quantities of structures for elevated stations.



Ref.: 64505279

- FAST RIYADH METRO ALLIANCE - PACKAGE 3 (LINES 4, 5 AND 6). Shopdrawing Checking Of The Riyadh Metro Package 3 (Lines 4, 5 And 6) (Saudi Arabia). 2016.

Activities: Project Technical Engineer. Technical review of structural shop drawings of reinforced concrete structures: underground, elevated and at grade structures.



## Curriculum Vitae

### Personal Information

**Name:** Juan Ramón BARTOLOMÉ SUALDEA  
**Date of Birth:** December 1966  
**Nationality:** Spanish  
**Education:** 1992: Technical University of Madrid  
 MSc: Civil Engineering, Sp: Hydraulic and Energy  
**Languages:** Spanish, English  
**Software Skills:** HEC-1 and HEC-HMS for hydrologic calculations  
 HEC-2 BOSS HEC-2, HEC-RAS and GEO-RAS for hydraulic calculations  
 channels and channels in steady and unsteady state  
 DAMBRK, and HEC-RAS FLDWAV for propagation in variable rate of dam  
 break wave.  
 MIKE11 hydraulic calculations channels and canals in variable rate  
 DYAGATS for calculating transient and water hammer in pipes  
 EPANET, for calculation of branching networks of pipes in pressure  
 EPA SWMM ver 5.0, for the simulation of dynamic models of rainfall-  
 runoff  
 CRS, for the analysis and design of sewerage  
 MEMPHIS, SISPRE and PRESTO, budgets and measurements  
 AUTOCAD 2015

### Professional Profile:

Project Engineer with 30 years' experience specialized in Hydraulic Works (Hydrology, River Hydraulic, Supplies and Drainage). Currently he is a senior project engineer in the Water Technology Section of SENER. Ability to coordinate multidisciplinary teams in projects for different fields of the Infrastructure and Architecture Business Unit of SENER, specifically for projects involving design, design review, and construction management and supervision.

Person in charge of for hydrology and drainage of lineal projects related to the main fields of expertise of the company such as Motorways and Highways, Railway, Urban Transport, Airfield and Air Navigation, Ports and Hydraulic projects. In SENER, he has participated in a senior role for many lineal (roads, highways and railways) projects, specialized in Hydraulic Works and Drainage.

### Work Experience:

**Since 2000 SENER, Engineering and Systems, S.A. - Water and Environment**

FFC Construction - HITACHI. Services for the Analysis and proposals of design alternatives for the Sydney Metro - Western Sydney Airport - Stations, Systems, Trains, Operations and Maintenance PPP Tender Project. Functions: Responsible for flood studies and design of the necessary works. January - March 2022.



OHL. Design Engineering Services, Construction of civil works, auxiliary line facilities and stations and Interfaces with the integral railway system for the extension of Line 1 of the Panama Metro to Villa Zaita. Functions: Coordinator of the drainage systems design team. February - August 2021.

CJV (Hyundai E&C - Posco - Hyundai E). Design Engineering Project, Construction of civil works, auxiliary line and station facilities, supply and installation of the integral system that includes rolling stock (Monorail) and Commissioning of the System for Line 3 of the Panama Metro. Functions: Responsible for the drainage of the line and the rainwater, sanitation and supply networks of workshops and garages. November 2020 - Present.

ADIF. Service Contract for Dynamic Supervision in ADIF-AV in Open Order Regime. Functions: Hydrology and Drainage advisory expert. October 2019 - Present.

ADIF. Basic and Construction Project for the implementation of the 4+4+2 scheme at the Atocha Cercanías Station. Functions: Responsible for the drainage system design team. October 2020 - Present.

VAUBAN - GINGKO TREE INVESTMENT LTD. Irrigation Area of Canal de Navarra Water Demand and Technical Due Diligence Project Samba. Functions: Responsible Director of the works. September - October 2020.

GENERAL SECRETARIAT OF INFRESTRUCTURES. Informative Study of the Valencia - Castellón High Speed Line. Functions: Head of Hydrology and Drainage works. September - December 2020.

ADIF. Environmental Processing and Construction Projects for the electrification of the Puertollano - Mérida section. Functions: Responsible for the line drainage system design team. January - December 2020.

EUSKAL TRENBIDE SAREA (ETS) - ADIF. Construction platform Projects in the new railway network of the Basque Country on the Astigarraga - Irún section of the Gipuzkoana Branch. Functions: Responsible for the design team of the line drainage system. January - November 2020.

ADIF. Constructive Project for the duplication of the Ferrol - Gijón railway line platform. Section: Trasona - Aboño. Functions: Responsible for the line drainage system design team. September 2019 - August 2022.

SACYR. Design Project Tender for Construction of the First Line of the Bogotá Metro - Section 1. Functions: Responsible for the drainage system of the line design team. May - August 2019.

CPBJH JOINT VENTURE (CPB CONTRACTORS - JOHN HOLLAND). Engineering Services for Independent Checking for the verification of compliance with PSR (Project Scope and Requirements) and FPS (Functional Performance Specifications) in the West Gate Tunnel Project. Functions: Drainage Expert. June - July 2019

SACYR. Design Project Tender for Construction of the RegioTram de West Railway Corridor project in Colombia Functions: Expert advisor Hydrology and Drainage for the design of the drainage system of the line. May - August 2019.

ADIF. Preliminary studies, Basic and Constructions Projects for the Railroad Integration in Almería. Phase 2. Functions: Coordinator of the design team



for hydrological and hydraulic studies and flood studies and the design of the drainage system. September 2019 - Present.

STATE DEPARTMENT OF ROAD OF SPAIN. Update Layout and construction Duero Highway A-11 Project. Section: North Zamora Ronda - Ricobayo. Features: Expert advisor Hydrology and Drainage. Person in charge of workgroup. October 2019 - November 2020.

GROUPE NOUCLR (EJV Group). Engineering Services for Independent Checking for the Engineering, Supply and Construction Contract of the Metropolitan Express Network in Montreal (Canada). Functions: Drainage Expert Advisor. January 2019 - Present.

COBRA INSTALACIONES. Analysis and proposal of solutions for the drainage system implemented in the Photovoltaic Plant 493 Mw Mula. Functions: Person in charge of teamwork of drainage system. December 2018 - January 2019.

YAPI-MERKEZI. Independent Checking Engineer Services for the Design and Build for the Standar Gauge Railway (SGR) Line from Morogoro to Makutupora Project. Functions: Drainage Expert Advisor. November 2018 - Present

TERMINAL INVESTMENT LIMITED. Conceptual Project for Construction of Valencia North Port Expansion. Functions: Person in charge of the design of storm drain network, wastewater network, drinking water and fire system. September - October 2018

OHL. Design Project Tender for Construction of Central Railroad Project "Montevideo - Pasos de los Toros". Functions: Person in charge of teamwork of drainage platform of the line. March - May 2018.

ADIF. Consultant specializing in Hydrology and Drainage Project in the new Platform high-speed rail Pamplona - Y Basque. Functions: Expert advisor Hydrology and Drainage. November - December 2017

ADIF. Consultant specializing in Hydrology and Drainage in the Contract for the Dynamic Supervision of Projects (Preliminary studies, Basic and Constructions Projects) in ADIF-AV. Functions: Expert advisor Hydrology and Drainage. December 2017 - Present.

CALIFORNIA HIGH-SPEED RAIL CP 4 - CALIFORNIA RAIL BULDERS, LLC (Joint Venture between Ferrovial Agroman US and Griffith Company, Inc). Detail Design Project for the new California High Speed Rail - Wasco/Shafter Section (EEUU). Functions: Coordinator of the design team for hydrological and hydraulic studies and flood studies and the design of the drainage system. September 2017 - Present

QATAR PORTS MANAGEMENT COMPANY. Independent Checking Engineer Services for the design of the New Port Project of Doha (Qatar) developed by SALAM TECHNOLOGY. Functions: Drainage Expert Advisor. July 2017 - Present

CONSTRUCTURA LAS PAMPAS DE SIGUAS. Analysis Studies and Alternatives Ideas for Design of the Regable Zone of Las Pampas de Siguas (Peru). In JV with INCISA Company. March 2018.

OHL. Design Project Tender for Construction of TALASA Hydroelectric Project (Colombia). Three hydroelectric plants of 180 Mw of total power. Functions: Manager Director. October - December 2017.



NUCLENOR. Technical assistance for the resolution of comments from Nuclear Safety Council to Stress Testing of the Santa María de Garoña Nuclear Power Plant (Burgos, Spain). Functions: Director of Contract. March - May 2017.

CALIFORNIA HIGH-SPEED RAIL CP 2-3 - FLATIRON JOINT VENTURE (Joint Venture between Dragados USA, Inc. Flatiron West, Inc). Detail Design Project for the new California High Speed Rail - Palmdale/Burbank Section (EEUU). Functions: Coordinator of the design team for hydrological and hydraulic studies and flood studies and the design of the drainage system. September 2017 - Present

TEXAS CENTRAL PARTNERS -TCP- (Joint Venture between Ferrovia Agroman US Corp. and Archer Western, LLC). Design Project Tender for Construction of the new Texas High Speed Railway Dallas - Houston (Texas, USA). Functions: Coordinator of the design team for hydrological and hydraulic studies and flood studies and the design of the drainage system. March - July 2016

GUADIANA RIVER BASIN (MINISTRY OF AGRICULTURE, FOOD AND ENVIRONMENT OF SPAIN). Management plan in accordance with the Flood Risk European Directive 2007/60/EC on Guadiana River Basin. Functions: Contract Director. July 2014 - February 2016.

OHL. Design Project Tender for Construction of Phase 1 of the Port Terminal of Antioquía, located at the mouth of the Leon River in the Uraba Gulf, Antioquía (Colombia). Functions: Responsible for design of the supply network, sanitation, rainwater network, fire and collection network oily waste - oily. September - October 2015.

DIRECTORATE GENERAL OF RAILROADS OF MINISTRY OF DEVELOPMENT. Project Feasibility Study Rail Corridor Cantabrian High Performance Cantábrico - Mediterráneo. Tranche Pamplona - Connection Y Basque. Phase 1: 5,000. Functions: Responsible design team drainage and flood studies. September - December 2015.

SACYR. Design Project Tender for Construction of a control overflows dam on the Bouhdid River for protection of Annaba City (Algeria) for flood protection. Functions: Responsible for the construction procedures. September 2015

RYADH METRO ALIANCE - ARRIYADH DEVELOPMENT AUTHORITY. Independent Checking Engineer Services for Package 3 (Lines 4, 5 and 6) of The Riyadh Metro. Functions: Expert advisor Drainage Tunnel. September 2014 - Present

QATAR RAIL COMPANY. Independent Checking Engineer Services for the design of the Light Rail Transit (LRT) System Project (stations, depots and infrastructure) in Lusail (Qatar) developed by QDVC (Qatari Diar Vinci Construction). Functions: Drainage Expert Advisor. August 2015 - Present

FUJITA. Updating Design Project Tender for Etihad Rail. Stage 2 & 3: Etihad Rail Network United Arab Emirates (Al Ain Junction - Jebel Ali Port). Exhibit C. Functions: Person in charge of teamwork road and drainage facilities. July - August 2015.

QATAR RAIL COMPANY. Detail Design Project for Metro Red Line South Elevated & At-grade, Doha (Qatar). Functions: Person in charge of teamwork of drainage platform and facilities. June 2014 - June 2015



OHL. Design Project Tender of the works for the Concession for the Public Service Exploitation for Railway Infrastructure for the section between Lucas do Rio Verde/MT - Campinorte/GO. Functions: Person in charge of teamwork of drainage platform of the line. August 2014 - June 2015

METRO VÍAS PANAMERICANAS. Feasibility study for the implementation of a Light Rail along Carrera 68 Av. in Bogotá (Colombia). Features: Design of the drainage system of rainwater and its integration into the municipal sewer system. September 2014 - March 2015

BBVA and LA CAIXA. Technical Assistance for Project Due Diligence of construction of Expansion number 1 of the Navarra Channel. Functions: Person in charge of works. January - February 2015

ADIF. Consultant specializing in Hydrology and Drainage Project in the Remodeling Project in Railway Network of Granada (Spain). Urban integration of the section of the La Chana - Station Plaza de Europa. January - February 2015

OHL-SK E%C. Design Project Tender for Construction of the new railway connection between Oslo and Sky, Follo Line Project, Contract 2 and 3. Functions: Coordinator of the design team of the drainage system of tunnel and the pumping equipments for tunnel (TBM 19 km) and emergency exits. September 2013 - November 2014

Project Engineering and Construction Contract in the form of LNG Plant Arenoso (Soledad Department, Colombia). Functions: Person in charge of climatological and hydrological studies. October - November 2014

Project Engineering and Construction Contract in the form of LNG Terminal Zeebrugge - 2nd Jetty and Fuel Gas Extension. Functions: Person in charge of disposal system hydraulic design cooling water collection system and LNG. May - September 2013

FCC Central America. Design Project for Construction of Hangar of Coopesa and auxiliary facilities at the Juan Santamaria International Airport in San José (Costa Rica). Functions: Coordinator of the design team of the drainage system of rainwater of the aircraft area, auxiliary facilities area and parking. October 2013 - April 2014

FCC. Design Project Tender for Construction of Elements of the floating gates of Öresund Immersed Tunnel (Denmark - Sweden). Functions: Person in charge of the design of the pumping equipment of ballast and bilge of flatings gates. January - March 2015

BOLIVIA YPF. Liquefied Gas Plant Station and Satellite Acquisition Tanks in Rio Grande (Bolivia). Functions: Person in charge of the design of the drainage system of rainwater. September 2013 - Decembre 2014

GRUP TCB. Project for the tendering of the works of the container terminal Quetzal. Phase I. Functions: Person in charge of the design of storm drain network, wastewater network, drinking water and fire system. July - September 2013

ENTERPRISE SUBWAY OF ARGEL. MINISTRY OF TRANSPORT OF THE REPUBLIC OF ALGERIA. Preliminary study, Basic design and Detail project of the Subway of Oran. Functions: Person in charge of the team road and drainage facilities. June 2013 - March 2014



BASQUE WATER AGENCY. Management plans in accordance with the Flood Risk European Directive 2007/60/EC on Basque Country. Functions: Definition of structural and non-structural measures. 2013 - 2014

ALQUIFE MINES. Offer for Engineering Services for the definitive feasibility study, transmission and Dominion Mining and extension released Draft Mine Reopening the Marquesado's Mines (Granada). Functions: Person in charge of the assessment of drainage system and the short detour from the Lanteira Rambla. June - July 2013

CONSORTIUM ELECTRIC TRAIN (ODEBRECHT Construction Company). Review and optimization of defense systems in the bed of the Rimac River, referred to within the partial technical file for additional works on the Rimac River (Lima - Peru). Functions: Person in charge of the work. February - May 2013

ADIF. Technical Assistance to the works of the Platform of Northern - Northwest Corridor High Speed. High Speed Line Madrid-Galicia. Section: Tunnel Canda-Vilavella. Functions: Expert advisor drainage tunnel. April 2011

FCC. Design Project Tender for Construction of Airport Road Interchange and Airport Region Network (Abu Dhabi). Features: Expert advisor Hydrology and Drainage. Person in charge of workgroup. March - April 2013

FCC. Design Project Tender for Construction of Highway E12 E12/E11 Extension and Interchange (Abu Dhabi). Features: Expert advisor Hydrology and Drainage. Person in charge of workgroup. January - February 2013

FEDERAL DIVISION ELECTRICITY OF MEXICO. Offer for the Project in the form of Project EPC contract Chicoasén CH II (Mexico). Features Coordinator for Civil Works. November - December 2012

BCHIDRO. Offer for the Project in the form of EPC contract Campbell River Hydroelectric Project (Canada). Features Coordinator for Civil Works. November 2012

ENDESA. Offers for Engineering Services for the Development of Basic Engineering Design and Drafting Project Grant of CHB Reversible Cancelitas (La Palma), Jabalcón (Granada) and Montnegre (Zaragoza). Features: Head of Offers. October - November 2012

ADIF. Draft Platform Mediterranean Corridor High Speed. Section: Los Mayorales - Almería. Features: Hydraulic Study Andarax River - Justification of the proposed viaduct. July - September 2012

COMEXHIDRO. Offer for the Project in the form of EPC contract Tecate Hydroelectric Project (Mexico). Functions: Coordinator for Civil Works. March - July 2011

FUJITA. Design Project Tender for Etihad Rail. Stage 2 & 3: Etihad Rail Network United Arab Emirates. Functions: Person in charge of teamwork road and drainage facilities. June - September 2012

FCC - ALPINE. Design Project Tender for Doha Subway. B&D Packages 2 & 4 Red Line South/Green Line. Functions: Definition of pumping stations. July - September 2012

COOPESANTOS. R.L. Offer for the Project in the form of EPC contract Hydroelectric Project San Joaquin - Los Santos (Costa Rica). Functions: Coordinator for Civil Works. May - July 2011



DIVERSIFICACION AND ENERGY SAVING INSTITUTE (IDAE). Adaptation of the Emergency Plan for Flood Risk Failure or Broken Dam Virgen de la Viñas (Aranda de Duero, Burgos). Functions: Person in charge of Manager works. April - March 2013

GUADIANA RIVER BASIN CONFEDERATION. Preliminary Flood Risk Assessment in the Guadiana River Basin. Functions: Project Director. September 2011 - February 2012

ENDESA. Offer for Engineering Services for the Preparation of Construction Project Hydroelectric Pumping reversible Soria - Chira (Gran Canaria), including works of Surveying and Geotechnical. Functions: Director of the Offer. April - May 2011

Project Engineering and Construction Contract in the form of Dunkerque LNG Terminal EPC Page Project-LNG Plant-Process Facilities. Functions: Person in charge of disposal system hydraulic design cooling water collection system and LNG. March 2011 - July 2013

ADIF. Support Project Management New Railway Complex Atocha Station and Action arising in the Chamartin Station. Features: Expert advisor Drainage. Person in charge of team. December 2010 - December 2011

JOINT VENTURE FCC-ODEBRECHT. Engineering Project Design, Construction of Civil Works, Auxiliary Line and Station Facilities, Supply and Installation of Rail Integrated System including rolling stock, and Commissioning of the System for Line No.1 of the Panama Subway. Functions: Definition of pumping stations. January 2011 - August 2012

ACS - COBRA. Project Castor underground gas storage/Castor Underground Gas Storage Development Project. Functions: Person in charge of Study flooding. January 2010 - July 2010

STATE DEPARTAMENT OF ROAD OF SPAIN. Layout and construction Duero Highway A-11 Project. Section: North Zamora Ronda - Ricobayo. Features: Expert advisor Hydrology and Drainage. Person in charge of workgroup. September 2009 - July 2010

DEPARTMENT OF INFRASTRUCTURE. MINISTRY OF DEVELOPMENT. Support Contract Management of Construction Projects platform. High Speed Line Sevilla - Huelva. Supervision of basic and constructive platform projects. Features: Expert advisor Hydrology and Drainage. November 2009 - June 2010

ANDALUCIAN WATER AGENCY. Hydraulic Study for Flood Prevention and Management of Guadalhorce River Basin (Málaga). Functions: Person in charge of workgroup. 2008

ADIF. Consultant specializing in Hydrology and Drainage Project in the new Platform high-speed rail Levante. Madrid - Castilla La Mancha - Valencian Community-Region of Murcia. Section: Valencia - Puzol. Functions: Expert advisor Hydrology and Drainage. March 2009 - July 2009

BBVA BANK - SANTANDER BANK. Technical Advisory Services and Requests / Actions for the improvement works of the integral water cycle Sevilla to undertake Huesna by Waters. Functions: Person in charge of Manager works. March 2009 - August 2013.



ANDALUSIAN WATER AGENCY. Hydraulic Study for Flood Prevention in the basins of Western Almeria (Almería). Functions: Persons in charge of workgroup. 2006 - 2007.

ADIF. Support Projects Management Platform Contract. High Speed Line Vitoria-Bilbao-San Sebastián. Supervision of basic and constructive platform projects. Functions: Expert advisor Hydrology and Drainage. 2006 - 2010.

BBVA, ICO, NAVARRA BANK, IBERCAJA and LA CAIXA. Technical Assistance for Project Due Diligence of construction, commissioning and operation of the Navarra Channel. Functions: Person in charge of works. Includes the study of production estimate of two hydroelectric plants (CH and CH Dam Toe Shot Channel 29 MW and 20 MW respectively). Planned Investment: 26,00 M€.

ADIF. Consultant specializing in Hydrology and Drainage in the Contract to Support Projects Management Platform High Speed Line Valladolid - Burgos. Supervision of basic and constructive platform projects. Functions: Expert advisor Hydrology and Drainage. 2008 - 2009.

ADIF. Draft Platform (Basic and Constructive) Tranche Vera - Los Gallardos of Mediterranean Corridor High Speed. Functions: Person in charge of Hydraulic equipment. January 2008 - November 2008.

AYALA WATER BOARD. Emergency plan and operating rules Artziniega Dam. Functions: Person in charge of the works. January 2008 - November 2008.

AENA. Construction project storm pond for rainwater network of Extension Airport Santiago de Compostela. Functions: Person in charge of works. July - August 2008.

OHL. Construction project Modernization Modernization Line. Line Annaba - Ramdane Djamel. Functions: Person in charge of Design System drain line. March 2007 - June 2008.

ACUAMED (Waters of the Mediterranean Basin). Consulting and Assistance Coordination and Verification News Construction Projects related to urgent actions included in Law 11/2005. Functions: Person in charge of works. 2007 - 2008.

ALAVA PROVINCIAL COUNCIL. Basic project to expand the station potable water from the reservoir Arceniega (Álava). Functions: Person in charge of Manager works. March - July 2007.

ENAGAS. Project evacuation system drain line water to the sea from vaporizers for enhancing the capacity to issue the ENAGAS regasification plant in Barcelona. Functions: Person in charge of works. March 2006 - July 2007.

JOIN VENTURE FCC CONSTRUCTION, AQUALIA, WATER MANAGEMENT, S.A., HARINSA ENVIRONMENTAL SA, SARALEGUI AND AZPIROZ CONSTRUCTIONS, SL, and RURAL BANK OF NAVARRA. Demand Study for the Proposed Tender Construction and operation of infrastructure interest of the irrigation area of the Canal de Navarra, 1st Phase, by concession of public works. Functions: Person in charge of Manager works. May 2006 - July 2007.

ACCIONA. Hydrologic and Hydraulic Study Wadi Corvera and Cypress for Project Bidding through concession agreement, the Airport of the Region of Murcia. Functions: Person in charge of the work. Date: April - June 2006.



ACCIONA. EDAR Project Tender for the Project by the concession agreement, the Airport of the Region of Murcia. Functions: Person in charge of the works. April - June 2006.

ACUAMED (Waters of the Mediterranean Basin). Consulting and Assistance Coordination and Verification of Construction Projects related to emergency actions approved by Royal Decree-Law 2 /2004. Functions: Person in charge of Manager works. 2006 - 2007.

PLANT SOCIETY REGASIFICATION SAGUNTO. Draft making systems and pouring seawater for Sagunto regasification plant. Functions: Person in charge of for the work. April 2005 - February 2006.

GE PLASTICS OF SPAIN, S. COM. BY A. Construction and Engineering Project detail effluent line at Industrial Complex Ge Plastics in La Aljorra (Cartagena) Tue. Functions: Person in charge of Manager works. January 2006 - January 2007.

GE PLASTICS OF SPAIN, S. COM. BY A. Environmental Impact Study of the effluent line of GE Plastics Industrial Complex in La Aljorra (Cartagena) Functions: Person in charge of Manager works. March 2005 - October 2006

TRASAGUA (Transfer Infrastructures, Inc.). Construction Project of the hydraulic infrastructure of the transfers authorized by Art. 13 of Law 10/2001 of 5 July (P.H.N.). South Branch: Siphon Hondon de las Nieves to hydroelectric development of the place. Functions: Person in charge of Manager works. October 2003 - March 2004.

NATIONAL OFFICE L' ELECTRICITÉ. Offer Detail Studies of Hydroelectric Tilougguit (20 Mw) (Morocco). Investment: 10.00 M€. Functions: Person in charge of for the work. November 2011.

HYDRAULIC SANTILLANA, Inc. (CANAL ISABEL II). Construction of small hydro projects Pedrezuela (1100 kw) of Manzanares (600 kw) and Valmayor (710 kw). Functions: Person in charge of the works.

TRASAGUA (Transfer Infrastructures, Inc.). Draft Project Construction Transfers Authorized by Article 13 of Law 10/2001 of 5 July (PHN). Section 10. Santa Magdalena de Pulpis - E.B. Caves Vinromá (Castellón). Functions: Person in charge of Manager works. July 2003 - March 2004.

MBIA Branch Spain and WATER BASIN SOUTH CONFEDERATION. Study of technical and economic viability of the Infrastructure Works Connection Dam and Negratín - Almanzora Reservoir. Functions: Person in charge of Manager works. September - November 2003.

DIVERSIFICATION AND ENERGY SAVING INSTITUTE (IDAE). Project implementation and commissioning of Hydro Electric Central Porma and Ferreras. 20 Mw - 18 M€. Functions: Person in charge of the Design and Construction Civil Works. 2001 - 2004.

DIVERSIFICATION AND ENERGY SAVING INSTITUTE (IDAE). Emergency Plan for the Flood Risk Failure or Broken Dam Virgin Vines (Aranda de Duero, Burgos). Functions: Person in charge of Manager works. April 2002 - July 2005.

DIRECTORATE GENERAL OF RAILROADS. Project Background Study of High Speed Railway Line Madrid - Extremadura. Tranche Madrid - Cáceres. Functions: Person in charge of Hydrology and Drainage Works. 2003.



DIRECTORATE GENERAL OF RAILROADS. New Gate Station Sol-Gran Vía System Design Drainage filtration. Functions: Person in charge of Manager works. January 2001 - January 2003.

DIVERSIFICATION AND ENERGY SAVING INSTITUTE (IDAE). Offer for the Procurement of Works Engineering Project for Implementation of Hydroelectric Berberin in Calasparra (Murcia). Functions: Person in charge of works. May 2002.

GIF. Project to build new railway platform access Levante high-speed stretch Enova - Puebla long. Functions: Person in charge of Hydrology and Drainage Works. 2002.

GIF. Project to build new railway platform access Levante high-speed long stretch Puebla - Alzira. Functions: Person in charge of Hydrology and Drainage Works. 2002.

ITER (International Thermonuclear Experimental Reactor). Vandellós Joint Assessment of Specific Sites for Fusion Technology Ibérica, AIE (Grouped International Entrepreneurs, SA and Sener Ingeniería y Sistemas, SA) Functions: Person in charge of work takes water for cooling. 2002.

FERROVIAL. Barajas Plan. Tender Project Runway 18L/36R Flight, Flight Track 15L/33R and associated taxiways. Functions: Person in charge of Hydrology and Drainage works. 2002.

EIFFAGE - ACS GROUP. Project Tender for the South High Speed Line-Mediterranean Europe. International Figueras - Perpignan section. Functions: Person in charge of Hydrology and Drainage works. 2002.

COBRE LAS CRUCES, SA. Basic Project Forwarding Arroyos Molinos and Garnacha, Basics Reservoir Project Supply Regulatory Project Las Cruces and Basic Water Supply Project Process to Las Cruces. Person in charge of hydrologic works and hydraulic studies. 2001.

DIRECTORATE GENERAL OF RAILROADS. Informative Study Project L.A.V. Madrid - Castilla La Mancha - Comunidad Valenciana - Region of Murcia. Tranche Valencia - Castellón. Functions: Person in charge of Hydrology and Drainage works. 2001 - 2002.

DIRECTORATE GENERAL OF RAILROADS. Informative Study Rail Access Project AV Cartagena and Railway Network Management of the City of Murcia Functions: Person in charge of Hydrology and Drainage works. 2001 - 2002.

WATER WORKS DIRECTORATE GENERAL OF THE MINISTRY OF ENVIRONMENT. Previous Studies and Environmental Impact Assessment for the Proposed Dam on the River Turia Villamarchante. 2001.

DIRECTORATE GENERAL OF RAILROADS. Informative Study Rail Project Fitness between Bobadilla and Granada. Functions: Person in charge of Hydrology and Drainage Works. 2001 - 2002.

DIRECTORATE GENERAL OF RAILROADS. Basic Line Project Sevilla - Cádiz. Tranche Airport Jerez de la Frontera - Cádiz. Duplication of Way Functions: Person in charge of Hydrology and Drainage Works. 2000 - 2001.

DIRECTORATE GENERAL OF RAILROADS. Project L.A.V. between Córdoba and Málaga. Section 92- A- Highway Guadalhorce river. Platform. Functions: Person in charge of Hydrology and Drainage Works. 2000 - 2001.



GIF. Project Control and works in LAV Platform Madrid- Zaragoza -Barcelona - French border. Section Lleida- Martorell. Functions: Person in charge of Hydrology and Drainage Works. 2000 - 2001.

**1997-2000. APOYO TÉCNICO Y ESTUDIOS, S.L.**

JOINT VENTURE ISOLUX WAT-SERAGUA-CGS. Project Tender for the Contest Works Sanitation and Treatment of Urban Wastewater in the region of the Vegas Bajas.

JOINT VENTURE ISOLUX WAT-SERAGUA-CGS. Project Tender for the Contest Works Sanitation and Treatment of Urban Wastewater in the region of the South Countryside (Llerana and Others).

JOINT VENTURE ISOLUX WAT-SERAGUA-CGS. Project Tender for the Contest Works Sanitation and Treatment of Urban Wastewater in areas of influence Guadajira River.

JOINT VENTURE FCC CONSTRUCTION-IBERDROLA. Project Tender for Competition Modified Reservoir Casares de Arbás (León) Project.

ALDESA CONSTRUCTIONS, SA Project Tender for Design and Construction Competition Regulatory Siphon Odiel (Huelva).

ISOLUX WAT, CEPRASTUR, Economic Interest Group (Cantabrian and Hydroelectric CADASA). Tender Project Competition for Design and Implementation of Hydroelectric Dam Rioseco Reservoir (Asturias).

DIRECTORATE GENERAL OF HIGHWAYS IN ANDALUCIA ORIENTAL. Settlement Project Highway Puerto Lumbreras - Adra. CN- 332, from Almeria to Valencia Cabo de Gata and Cartagena, mile markers 7 to 45. Section: Airport - Venta del Pobre.

FCC CONTRUCTION, SA Project Tender for the Contest Works Project and Conduction Breakdown of Wastewater in the Southern Zone of the Menor Sea.

FCC, ACS, Inc., Dragados y Construcciones, SA, NECSO, SA, OHL, SA and AGROMAN, Inc. Tender Project Competition for Design and Construction of the WWTP System Alzira. TT.MM. and other Alzira (Valencia).

FCC, ACS, Inc., Dragados y Construcciones, SA, NECSO, SA, OHL, SA and AGROMAN, Inc. Tender Project Competition for Design and Construction for Network Emissaries for sanitation Doñana. TT.MM. Field of Escacena, Chucena, Paterna del Campo and Manzanilla (Huelva).

FCC, ACS, Inc., Dragados y Construcciones, SA, NECSO, SA, OHL, SA and AGROMAN, Inc. Project Tender for Design and Construction Competition for New Water Tank Cadasa treated.

SERRAGUA, S.A. (Concession Supply and Sanitation of Alcalá de Henares) Construction Project for the Installation of Valves to close polygons cutting and Repair Leaks in central Alcalá de Henares (Madrid).

FCC CONSTRUCTION, SA, ACS, SA, DRAGADOS AND CONTRUCTIONS, SA, NECSO, Inc. and AGROMAN, Inc. Project Tender for Design and Construction Competition to drive for reuse of Purified Water. The Palmas Norte.



MINISTRY OF ENVIRONMENT AND REGIONAL DEVELOPMENT OF MADRID. Construction Project Collector Road Torrelaguna in T. M. San Sebastián de los Reyes.

SERAGUA, S.A. (Concession Supply and Sanitation of the City of Badajoz). Improvement Project Water supply to Badajoz and surrounding villages for the company.

TPA, Inc. (Environmental Technical Production, SA) Elimination Project volatile around the service station Rios Rosas.

FCC CONSTRUCTIONS, SA, FERROVIAL, ACS, SA, DRAGADOS AND CONSTRUCTIONS, SA, NECSO, Inc. and AGROMAN, Inc. Project Tender for Design and Construction Competition for collectors of Benidorm and Villajoyosa (Alicante) for businesses.

FCC, S.A. Project Tender for Supply Drive Competition to Don Benito - Guarenya and complimentary Valtorres and other.

ISOLUX WATT, Inc. Project Tender for Design and Construction Competition Integral Sanitation and Wastewater Treatment in the environment of the Natural Monfragüe.

FCC CONSTRUCTIONS, SA, FERROVIAL, SA, ACS, SA, DRAGADOS Y CONSTRUCTIONS, SA, NECSO, Inc. and AGROMAN, Inc. Project Tender for Works Competition General Interest Sector 4 left bank of the Canal Júcar - Turia in TM Picassent (Valencia).

GUADIANA RIVER BASIN CONFEDERATION. Construction Project in Flood Control and Calamón and Rivillas Rivers in T. M. Badajoz.

FCC, S.A. Hydraulic Study for the Project Bidding Contest and Enforcement of Hydraulic Works Management entity Bolarque River Tagus and Talavera. Tranche Talavera de la Reina (Toledo).

FCC CONSTRUCTIONS, SA, FERROVIAL, ACS, SA, DRAGADOS AND CONSTRUCTIONS, SA, NECSO, Inc. and AGROMAN, Inc. Project Tender for Design and Construction Competition New WWTP Odón (Madrid) and New WWTP Boadilla del Monte (Madrid).

SERAGUA, S.A. (Concession Supply and Sanitation of the City of Oviedo). Construction Project for the Improvement of the Supply System to Oviedo from the Aramo.

ACS, SA, DRAGDOS Y CONSTRUCCIÓN, SA and AGROMAN, Inc. Tender Project Competition for Design and Construction of the Comprehensive Drainage Outfall Bay of Santander.

FCC, Inc. Channeling Study of 2-3, 3-4 and 4-5 to drain Alto Canal Spillway of Arroyos Payuelos.

MINISTRY OF ENVIRONMENT AND REGIONAL DEVELOPMENT OF MADRID. Construction Project in Valcanejeros Collector T. M. San Sebastian de los Reyes.

GUADIANA RIVER BASIN CONFEDERATION. Study of Damage caused by flooding in Rivillas and Calamón Rivers in Badajoz. Study Solutions.



DIRECTORATE GENERAL OF LOCAL ADMINISTRATION DEPARTMENT OF ENVIRONMENT COMMUNITY OF MADRID. Remodeling Project of the Place de la Concorde. La Cabrera (Madrid).

DIRECTORATE GENERAL OF LOCAL ADMINISTRATION DEPARTMENT OF ENVIRONMENT COMMUNITY OF MADRID. Street Paving Project at the Urban Helmet Villaconejos (Madrid).

CANAL ISABEL II. Artery Project Axis N- III. Tranche Rivas- Arganda and Velilla de San Antonio - Loeches and Torres de la Alameda.

CANAL ISABEL II. Draft South Artery Foundation Supply Madrid.

GUADIANA RIVER BASIN CONFEDERATION. Feasibility Study of Irrigation Monterrubio (Badajoz). Comparative Study of Solutions.

FCC. Inc. Project Tender for Execution of Works Competition Purification and Reuse of Lanzarote Island.

GUADIANA RIVER BASIN CONFEDERATION. Technical Assistance for the Study of existing and potential Guadiana Basin Hydroelectric.

OCP, S.A. Project Tender for Execution of Works Competition Interceptors Under Collectors Nalón River Course.

FCC, S.A. Project Tender for Execution of Works Competition of WWTPs Miajadas and Jerez de los Caballeros (Cáceres).

GUADIANA RIVER BASIN CONFEDERATION. Operational Standards and Security Diagnosis Dam Alange (Badajoz).

DIRECTORATE GENERAL OF LOCAL ADMINISTRATION DEPARTMENT OF ENVIRONMENT COMMUNITY OF MADRID. Street Paving Project at the Urban Helmet Villarejo of Salvanés (Madrid).

FCC, S.A. Modified Project Collector Connection Interceptor Industrial Discharges to the left bank of the river Segre (Lleida).

**1995-1997: OFICINA TÉCNICA DE CONTROL DE OBRAS. S.A. (OFITECO, S.A.)**

GUADIANA RIVER BASIN CONFEDERATION Project S.A.I.H. (Automatic Hydrological Information System) Guadiana Basin.

DUERO RIVER BASIN CONFEDERATION. Operational Standards Compuerto, Camporredondo and Cuerda del Pozo Dams.

TAJO RIVER BASIN CONFEDERATION. Delimitation of the study prior D.P.H. corresponding to the 2nd phase of the project Linde.

**1994-1995: ESTUDIOS Y PROYECTOS, NIP, S.A.**

JOINT VENTURE ELEC NOR, Inc. - PACSA. Project Tender for the contest and construction of the WWTP La Línea de la Concepción (Cádiz)

ELEC NOR, Inc. Construction Project Hydroelectric Nacaome (Honduras)

MINISTRY OF PUBLIC WORKS BOARD OF ANDALUCIA. Construction Project of E.D.A.R. Paterna de Rivera (Cádiz) and E.D.A.R. El Algar (Cadiz)



ALAVA PROVINCIAL COUNCIL (SPAIN). Draft Concession Agreement for the Integral Development of the Source of the Araia (Alava)

BASQUE ENERGY (E.V.E.). Assisting the Project Manager for Power Minicentral Oate (Vizcaya)

**1991-1992. ELSAMEX, S.A.**

MINISTRY OF PUBLIC WORKS BOARD CASTILLA LA MANCHA (SPAIN). Improvement Project and Conditioning Yebra - Fuentenovilla (Guadalajara) Road

MINISTRY OF PUBLIC WORKS BOARD CASTILLA LA MANCHA (SPAIN). Improvement Project and Conditioning Mondejar Road - Almoguera (Guadalajara)

**COURSES:**

- ✓ HYDROLOGY SEMINAR, Department of Hydraulics and Fluid Mechanics of the ETS of Civil Engineering of the Polytechnic University of Madrid
- ✓ II PREVENTION COURSE IN CIVIL ENGINEERING, organized by the association EPIC (Applied Studies in Civil Engineering) of the ETS of Civil Engineers and delivered by the Technical Security Service Company BUILDINGS LAIN, SA
- ✓ COURSE ON OPERATING AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS, organized by the Polytechnic University of Madrid and taught by the Department of Sanitary Engineering of the ETS of Civil Engineering of the Technical University of Madrid, under the direction of D. MUÑOZ AURELIO HERNANDEZ
- ✓ I COURSE OF CALCULATION AND DESIGN OF STRUCTURES IN COMPUTER, organized by the General Foundation of the Polytechnic University of Madrid and taught by the Department of Civil Engineering EUITOP Madrid Polytechnic University of Madrid
- ✓ I COURSE OF CALCULATION AND DESIGN OF STRUCTURES BY COMPUTER, organized by the General Foundation of the Polytechnic University of Madrid and taught by the Department of Civil Engineering EUITOP Madrid Polytechnic University of Madrid
- ✓ II SPECIAL MEETING OF THE PROGRAM ON WATER DESALTING, organized by the Department of Conferences and Training Group Recoletos
- ✓ II SPECIAL MEETING OF THE PROGRAM ON WATER DESALTING" organized by the Department of Conferences and Training Group Recoletos
- ✓ NATIONAL CONGRESS OF THE ENVIRONMENT, December 2008
- ✓ SPECIAL MEETING OF THE NATIONAL WATER QUALITY, organized by the Conference Expansion
- ✓ TECHNICAL DAY ON VALVES AND SOLUTIONS FOR THE SECTOR OF THE HIDROELÉCTRICAS DAMS AND CENTRALS, organized by ACUSTER, S.L. April 2009
- ✓ TECHNICAL DAY ON MANUAL OF DESIGN, CONSTRUCTION AND OPERATION OF RESERVOIRS, organized by the CEDEX with the collaboration of ATEBA. May 2009
- ✓ CONFERENCE ON MATHEMATICAL MODELS FOR ENGINEERING HYDRAULIC, organized by the CEDEX with the collaboration of PTLHE and AIHR. June 2009
- ✓ TECHNICAL DAYS ON ADVANCED STUDIES IN HYDRAULICS AND HYDROLOGY, organized by SENER. June 2009



Ref. 0202333

- ✓ NEW WATER INFRASTRUCTURE PROJECTS, conference organized by INTERECONOMÍA - ACCIONA AGUA - DEGREMONT. September 2009
- ✓ TECHNICAL DAYS ON WATER ENGINEERING, organized by the CEDEX. October 2009
- ✓ PRESENTATION DAY OF THE SPANISH ASSOCIATION OF SUSTAINABLE REUSE OF AGUEA (ASERSA), organized by ASERSA. November 2019
- ✓ TECHNICAL DAY ON INNOVATION AND WATER ENGINEERING. NEW TECHNOLOGY AND OPPORTUNITIES, organized by INTIC. April 2010
- ✓ TECHNICAL DAY ON THE NEW EUROPEAN FLOOD DIRECTIVE, organized by the Ministry of Agriculture, Fisheries, Food and Environment. June 2010
- ✓ PRESENTATION DAY ON TECHNICAL SAFETY RULES FOR DAMS AND PACKAGINGS, organized by SPANCLOD. November 2011
- ✓ PRESENTATION DAY ON THE STRATEGIC AGENCY OF THE RESEARCH OF THE SPANISH TECHNOLOGICAL PLATFORM OF WATER, organized by TECNIBERIA. June 2016.
- ✓ COURSE ON BIM SENER - BIM TRAINING PLATFORM, organized by SENER BIM OFFICE. August 2018.
- ✓ TECHNICAL DAY ON STAINLESS STEEL IN WATER INDUSTRY, organized by OUTOKUMPU. September 2018.
- ✓ TRAINING COURSE ON CIVIL PROJECT MANAGEMENT, organized by SENER. February 2019.
- ✓ COURSE ON LEADERSHIP AND TEAM MANAGEMENT, organized by The Coaching Lab and SENER. April 2019.
- ✓ COURSE OF TUNNELING MACHINES, organized by SENER. December 2019.

#### **MEMBERSHIPS OF PROFESSIONAL SOCIETIES:**

Since 1992: Member of the Spanish Civil Engineers College Association (C.I.C.C.P.)



**Years of Experience**  
29 years

### Education

MSc Electrical Engineering,  
Universidad de Cataluña. 1989

### Professional Certifications

PE California E 21516  
Spain Association of Industrial  
Engineers # 8301

### Employment History

#### **SENER Ingeniería y Sistemas, S.A.**

2001–Present  
Project manager and senior  
electrical engineer *for the  
Transport Energy Section*

#### **EISSA (Energética de Instalaciones Sanitarias, S.A.)**

1999–2001  
Electrical Engineer

#### **Garona Verda**

1998–1999  
Director for a combined heat  
and power (CHP) power plant.

#### **IDOM**

1996–1998  
Electrical Engineer

#### **CYMI, S.A. (former CAE)**

1995–1996  
1991–1994  
Electrical Engineer

#### **GIROA**

1994–1995  
Electrical Engineer

## EXPERIENCE SUMMARY

Pere has 29 years of experience in systems engineering (final design, specifications, civil works management assistance and systems commissioning) specifically in the rail system environment (medium voltage power supply systems, low voltage power distribution systems, traction substations, high voltage supply), substations, and electrical centrals (400/220/110/25 kV distribution substations, and hydraulic centrals.) He has proven experience in developing emergency and backup power supply strategies, design of substations and switchgear, earthing systems, protection systems against stray current, as well as cathodic protection.

Pere is a highly skilled professional with proven capabilities when managing complex projects and multiple concurrent assignments related to electrical engineering installations in stations, tunnels, and depots. He has successfully worked for the Spanish Railway Infrastructure Authority (ADIF), Catalanian Railway Authority as well as for the Ministry of Civil Works, for projects of transport infrastructure and specially railways. Pere has deep knowledge of coordinating electrical systems with other systems in stations, tunnels, and depots.

## RELEVANT EXPERIENCE

### **Rail Conventional Network upgrading Program in Spain for-ADIF (Interurban and Long Distance lines).** Sr. Electrical Senior Engineer.

(2018 – In progress). Pere is participating of the detailed projects of five Traction Power Substations for the interurban lines in Catalonia: SET Flaçà, SET Port Bou, SET Figueres, SET La Garriga and SET Riudecanyes. TPSs are power rated at 2x3300 MVA, nominal voltage 3.000 Vdc.

Capacity study of an existing 45 kV overhead line for supplying the new TPSs; definition of the HV single line diagram and the Traction General Diagram. Functional Design of TPSs. Client: ADIF

**HS2. High Speed Two: High Speed Train Birmingham – London. Washwood Heath Depot.** Electrical Senior Engineer. (2018). Pere has elaborated of the Basis of Design for the Earthing and Bonding and Lightning Protection Systems for the Depot Area and every technical building.

### **California High-Speed Rail Project. Section Palmdale to Burbank,** Electrical Engineer

(2015-2017) Pere designed the electrical installations (2x25 kV, traction substations, paralleling substations and switching substations) for each proposed route. SENER is in charge of environmental and engineering services during preliminary design phase. Client: California High-Speed Rail Authority (CHSRA)

### **LUSAIL LRT – ICE Services, Lusail/QATAR,** Authorized Reviewer

(2014-In progress) Pere served as the authorized reviewer of energy as well as earthing and bonding documents. SENER is currently working as Independent Checking Engineer (ICE) for LUSAIL LRT, lines green, red, yellow, and purple. Client: ALSTOM.

### **Barcelona Metro Line 9, Barcelona/Spain, Sr. Systems Engineer**

(2003–2017) Pere has served as senior systems engineer working on the following Line 9 contracts:

- Responsible for the preparation of specifications of the bids for the D/B of the Platform Screen Door (PSD) system for the new line
- Senior systems engineer for earthing and bonding systems. Responsible for the management of the on-board systems. Implementation and coordination of the design and the manual of grounding and protective connection of all electrical systems - HV (220 kV), MV (30 kV), traction current, and LV (400 V)
- Coordinated the technical evaluation of the proposals for traction substations, 220/30 kV receptors substations and energy distribution systems
- Preparation of technical specifications for the design of: ATC, signaling and command center, telecommunication systems, and energy systems
- Preliminary functional study of Line 9 electrification systems
- Technical assistance for the access and connection to the transmission electrical grid (220 kV) with system operator (REE) and energetic transmission company (REE).

Client: Infraestructures.cat (former GISA) – Catalanian Infrastructures.

### **Mexico City – Toluca Commuter Rail, Sr. Electrical Engineer**

(2014) Pere served as senior electrical engineer responsible for resolution of interfaces with CFE (electrical supplier) for the necessary connections at 23 kV (stations, tunnel, and technical buildings) and 230 kV (traction substations and detail design of needed electrical connections). Client: SCT – Secretaria de Comunicaciones y Transporte (Government Authority for Transport and Communications)

The Toluca – México City intercity train connects the metropolitan area of Toluca with Mexico City.

### **International HSR Connection Spain - France, Section Figueres-Perpignan, Spain-France, Sr. Electrical Engineer**

(2014-211) As senior electrical engineer, Pere contributed to the successful design of the electrical and systems infrastructures according to client requirements and technical specifications. He also provided technical assistance during the previous concession bid project for the high-speed line. He provided supervision in all the phases of the project from design to commissioning and completion of the line. Client: TP Ferro (Concessionaire) / EIFFAGE-ACS (Contractor)

### **Maryland Metro Purple Line, Maryland/USA (2014–2015)**

Client: Archer Western (Walsh Group) /VINCI/ Alstom

SENER prepared the bid design for Maryland Purple Line Partners EPC Contractors as lead designer and engineer of record for alignment, geotechnical, structures, stations, architectural, civil, MEP, systems, and proposal documentation preparation. Pere served as senior systems engineer preparing the review of the technical documentation regarding traction, as well as earthing and bonding systems.

### **Guadalajara LRT Line 3, Guadalajara/Mexico, Systems Engineer**

(2012-2013) Pere served as systems engineer responsible for energy systems. Client: SCT – Secretaria de Comunicaciones y Transporte (Government Authority for Transport and Communications). SENER carried out the preliminary and final design of systems in the new Guadalajara LRT line 3, including energy system design.

### **Abu Dhabi LRT/Tram Study, Abu Dhabi/UAE, Sr. Systems Engineer**

(2014) Pere served as senior systems engineer. He prepared the review of technical design requirements to be applied in energy systems for the tramway lines: LRT1, LRT2, and LRT3 in Abu Dhabi. Client: Abu Dhabi Department of Transport



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction  
Kyle Stockley, Rail Infrastructure Project Manager

**TITLE:**

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**Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-90 - 2023 Construction Management Fees (Stacy and Witbeck, Inc)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve Task Order #22-90 to the on-call maintenance contract with Stacy and Witbeck, Inc and authorize the Executive Director to execute the contract and associated disbursements in the amount of \$574,080.

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**BACKGROUND:**

After approval by the Board of Trustees on January 27, 2021, UTA executed an on-call Infrastructure Maintenance Contract with Stacy and Witbeck for the years 2021-2023, with a contract option for up to 24 additional months.

As part of the contract, UTA retains the services of a Project Manager and Track Superintendent full time.

Specific services provided include:

- Field evaluations for upcoming task orders
- Providing bid estimates for project proposals
- Managing construction projects
- Coordinating resources for emergency response

This task order authorizes UTA to pay the construction management fees for the 2023 calendar year.

---

**DISCUSSION:**

UTA Staff is requesting approval of task order #22-90 with Stacy and Witbeck, Inc. to pay the cost for the

Project Manager & Track Superintendent on retainer for the duration of the calendar year in accordance with the executed contract. Invoices will be submitted monthly for actual hours worked on task orders, not to exceed 40 hours per week.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Stacy and Witbeck Inc.
<b>Contract Number:</b>	20-03349-90
<b>Base Contract Effective Dates:</b>	January 1, 2021 through December 31, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$22,712,010.00
<b>Amendment Amount:</b>	\$574,080.00
<b>New/Total Contract Value:</b>	\$23,286,090.00
<b>Procurement Method:</b>	RFP best value
<b>Budget Authority:</b>	5-Year Capital Plan 2023-2027

---

**ALTERNATIVES:**

Develop other plans for project management and oversight through internal personnel or procure through RFP.

---

**FISCAL IMPACT:**

This annual expense is included in the 2023 Capital Program.

---

**ATTACHMENTS:**

- 1) Contract task order #90

**TASK ORDER NO# 22-90**

**TASK ORDER NAME: 2023 Pre-Construction and Construction Management Fees**

**PROJECT CODE: SGR405 40-7405.68000.8004**

This is Task Order No. 22-90 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #22-90 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2023. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2023.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$574,080.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$200,000

By:  \_\_\_\_\_  
ACA3AB62608B4E2...

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. Date  
< 200,000

Date: 1/31/2023

By: \_\_\_\_\_  
Jared Scarbrough, Acting Director of Capital Construction Date  
< \$75,000

By: \_\_\_\_\_  
Kyle Stockley, Project Manager Date  
< \$25,000

 \_\_\_\_\_  
70E33A415BA44F6... Procurement Review

# Stacy and Witbeck

December 14, 2022

On Call Services

Mr. Kyle Stockley  
Rail Infrastructure Project Manager  
Utah Transit Authority  
2264 South 900 West  
South Salt Lake City, UT 84119

Reference: Letter 03 – On-Call Transit Infrastructure Construction, Maintenance and Repair

Subject: 2023 Pre-Construction and Construction Management Fees

In accordance with section A of the Stacy and Witbeck, Inc. Price Proposal Form for the On-Call Transit Infrastructure Construction, Maintenance and Repair Project proposal, SWI is pleased to provide an anticipated budget for 2023 Pre-Construction and Construction Management Fees. The 2023 rates are as follows:

Infrastructure Project Manager – Collin Christensen \$125.5/Hr.  
Budgeting for 40 hours a week for 12 months (52 weeks)

Infrastructure Superintendent – Courtney Beesley \$150.5/Hr.  
Budgeting for 40 hours a week for 12 months (52 weeks)

2023 Combined budget total fee would be:

Infrastructure Project Manager – Collin Christensen -	\$261,040
<u>Infrastructure Superintendent – Courtney Beesley -</u>	<u>\$313,040</u>
<b>Combined Budget Total</b>	<b>\$574,080</b>

SWI will provide a monthly invoice with weekly timecards as backup, reflecting which task orders Collin and Matt were working on each month. We appreciate the considerations provided for management compensation and look forward to continuing to deliver a high level of service to UTA in the upcoming years.

Please contact me with any questions or concerns.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 2/22/2023

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Daniel Hofer, Director, Capital Assets and Project Controls  
**TITLE:**

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**TBA2023-02-01 - Technical Budget Adjustment for 2023 Capital Budget**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Approve Technical Budget Adjustment TBA2023-02-01 to reallocate resources to 2023 capital projects as presented.

---

**BACKGROUND:**

In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. This request is to supplement several projects in UTA's 2023 Capital Program with additional funds to complete projects this year.

Budget Adjustment:

This proposed transfer of \$9.504 M in technical budget adjustments in the 2023 Capital Budget will transfer funds to five projects to aid in their delivery and meet partner commitments.

---

**DISCUSSION:**

FMA543- Police Vehicle Replacement

Project has a current budget of \$51,000. The previous annual budgets for police vehicle replacements averaged about \$350,000 per year, or enough to purchase and outfit approximately seven police vehicles. There was a miscommunication during budget preparation which created a budget discrepancy. This request is to transfer \$349,000 from contingency to get the budget to a total of \$400,000 that will fund replacement of eight vehicles this year.

---

#### FMA658- Bus Camera Overhaul/Replacement

Project has a current 2023 budget of \$2,145,000. During the 2023 budget development process, the software costs were not included in the project budget. This request would add \$325,000 to acquire the necessary software. \$325,000 will be transferred to this project from the MSP999 Capital Contingency fund. This will bring the total 2023 budget authority for this project to \$2,470,000.

#### MSP156- Prop 1- Davis County

Project has a current budget of \$113,000. This project is to construct or improve bus amenities in Davis County. This project has stalled for a time but is now ready to be advanced. The request is to add \$830,000 from the MSP999 Capital Contingency fund to this project to complete the Davis County work planned for this year. This will bring the total 2023 project budget to \$943,000.

#### MSP259- S-Line Extension

In 2021 the State of Utah appropriated \$12 million for UTA to extend the S-Line . During the project planning process, it was determined that the estimated cost to complete this project is approximately \$18 million. This request fully funds the estimated cost to complete the project, allowing UTA to continue planning and design while working with its partners on a final funding strategy that may include local funding contributions.

This request would transfer \$6 million from the Partnership Funds budget to the 2023 budget for the S-Line Extension project. This will reduce the 2023 Partnership Project budget from \$10 million to \$4 million and will raise the 2023 S-Line Extension budget currently at \$1.9 million, to \$7.9 million and fills the \$6 million gap to complete the project in 2024.

#### SGR393- Grade Crossing Rehab/Replacement

This request is due to some partnering efforts UTA is doing within the Daybreak area. Daybreak is looking to install some new roads this year and there are some improvements being requested at five crossings in the Daybreak area on UTA's Red line to better accommodate these new road installations.

There is some cost sharing being worked out between Daybreak and UTA. This request came after the budget preparation cycle was completed. This request is to transfer \$2 million from the MSP273 Partnership Funds line to the SGR393- Grade Crossing Rehab/Replacement project. These crossings would be the first ones accomplished in 2023 starting in either March or April of 2023.

This would further reduce the MSP273 Partnership Project line to \$2 million and will raise the SGR393 Grade Crossing Rehab/Replacement project budget to \$4.75 million in 2023. Work should be accomplished this year and will not delay the other planned replacements UTA was scheduled to accomplish this year.

#### MSP273- Partnership Funds

The MSP273 Partnership Funds project has a total of \$10 million in 2023. The sum of the two requests to move Partnership funds would reduce the overall budget by \$8 million in 2023 leaving a balance of \$2 million in budget authority in 2023.

#### MSP999- Capital Contingency

The current budget amount for the Capital Contingency fund is \$5 million. The sum of the three requests funded from the Contingency is \$1.504 million. With the approval of this request, the new Capital Contingency fund amount will be \$3.496 million.

---

**ALTERNATIVES:**

If these projects did not receive the requested funding it would result in work being delayed or cancelled. The MSP259 S-Line Extension project could address this shortfall during the 2024-2028 Five Year Capital program preparation cycle later this year.

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**FISCAL IMPACT:**

These requests can be addressed using funds currently existing in UTA's 2023 Capital budget. This will not affect UTA's fund balances or total 2023 Capital appropriation.

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**ATTACHMENTS:**

Technical Budget Adjustment - Exhibit A

**UTAH TRANSIT AUTHORITY  
2023 CAPITAL BUDGET  
TECHNICAL BUDGET ADJUSTMENT 1  
February 22, 2023**

**Exhibit A**

<u>Funding Sources</u>	<u>Adopted 2023 Budget</u>	<u>Capital Budget Adjustment</u>	<u>Adjusted 2023 Capital Budget</u>
1 UTA Current Year Funding	\$ 134,242,000		\$ 134,242,000
2 Grants	120,700,000		120,700,000
3 Local Partner Contributions	11,509,000		11,509,000
4 State Contribution	10,695,000		10,695,000
5 Leasing	41,851,000	-	41,851,000
6 <b>Total Funding Sources</b>	<b>318,997,000</b>	<b>-</b>	<b>318,997,000</b>
 <u>Expense</u>			
7 State of Good Repair	150,579,000		150,579,000
8 Mid Valley Connector	15,001,000		15,001,000
9 Ogden/Weber BRT	14,785,000		14,785,000
10 Depot District	12,001,000		12,001,000
11 TIGER Program of Projects	10,460,000		10,460,000
12 Front Runner Forward	3,880,000		3,880,000
13 Police Fleet Vehicles	51,000	349,000	400,000
14 Bus Replacement Camera System	2,145,000	325,000	2,470,000
15 Prop 1 Passenger Imp. Davis County	113,000	830,000	943,000
16 S-Line Extension	1,870,000	6,000,000	7,870,000
17 Grade Crossing Rehab/Replacement	2,750,000	2,000,000	4,750,000
18 Public Partnership Projects	10,000,000	(8,000,000)	2,000,000
19 Capital Contingency	5,000,000	(1,504,000)	3,496,000
20 Other Capital Projects	90,362,000	-	90,362,000
21 <b>Total Expense</b>	<b>\$ 318,997,000</b>	<b>\$ -</b>	<b>\$ 318,997,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Sheldon Shaw, Director of Safety and Security  
**PRESENTER(S):** Sheldon Shaw, Director of Safety and Security

**TITLE:**

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**UTA Policy - UTA.03.05 Emergency and Disaster Preparedness**

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**AGENDA ITEM TYPE:**  
UTA Policy

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**RECOMMENDATION:**

Adopt UTA.03.05 Emergency and Disaster Preparedness policy with updates as written and rescind Corporate Policies 4.2.1 Emergency Disaster and Preparedness and 4.3.2 Fire Prevention and Evacuation Plans.

---

**BACKGROUND:**

Corporate Policy 4.2.1 Emergency and Disaster Preparedness Policy, was previously approved on March 3, 2016. The Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) direct many mitigation, preparedness, response, and recovery best practices. As emergency management evolves nationwide several training and exercise references have been updated to meet the primary objectives of life safety, incident stabilization, and property conservation. The Utah Transit Authority leadership structure has also changed in recent years. These changes should be reflected in a revised policy and provide UTA emergency management the flexibility to respond to the evolving practices of disaster preparedness and response.

---

**DISCUSSION:**

UTA.03.05 - Emergency and Disaster Preparedness will be updated with the following changes:

- Positions and committee names within the existing policy that no longer exist at UTA are removed.
  - Focuses on plans and roles that are recognized by federal, state and local partners.
  - Allows UTA to plan for disaster situations with the flexibility required for a dynamic response.
  - Compatible with the current emergency management environment including how we may better
-

interact with internal and external partners.

- Corrects the rescinding of Corporate Policy 4.3.2 Fire Prevention and Evacuation Plans, which was previously marked as being rescinded by an Agency SOP. The content of this Corporate Policy was procedure in nature and not policy.
  - Rescinds Corporate Policy 4.2.1 Emergency and Disaster Preparedness.
- 

**ALTERNATIVES:**

If UTA.03.05 Emergency and Disaster Preparedness is not adopted, Corporate Policy 4.2.1 Emergency Disaster and Preparedness will remain in effect without recommended updates. In addition, another UTA Policy would be identified to correct the rescinding of Corporate Policy 4.3.2 Fire Prevention and Evacuation Plans.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

UTA.03.05 - Emergency and Disaster Preparedness

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.03.05

#### **EMERGENCY AND DISASTER PREPAREDNESS**

1) Purpose.

This policy ensures UTA, within reason and UTA's budgetary constraints; complies with the National Response Framework (NRF), National Infrastructure Protection Plan (NIPP), Homeland Security Presidential Directives (HSPD), current OSHA regulations relating to emergency evacuation and fire prevention procedures, and applicable federal and state laws regarding emergency and disaster preparedness. UTA emergency management preparedness strategies are intended to diminish risk through planning, mitigation, preparedness, response, and recovery to protect UTA passengers, employees, and properties.

2) Definitions.

"*All Hazards*" events are natural, technological, or human-caused incidents that warrant action to protect life, property, environment, and public health or safety.

"*COOP*" means Continuity of Operations Plan.

"*EMPM*" means Emergency Management Program Manager who is responsible for planning, organizing, and directing emergency management operations within the organization.

"*EOP*" means Emergency Operations Plan.

"*EPP*" means the Emergency Preparedness Plan. This plan outlines how UTA manages its emergency management program. It meets the requirements set forth in 49 Code of Federal Regulations (CFR) Part 673 and directly address those aspects of 49 CFR 673 for which the Utah Department of Transportation (UDOT) has direct oversight. Section 7 describes the Emergency Preparedness Plan, which details how UTA operates during emergencies. Other plans are an appendix to the EPP to support UTA's mission of a comprehensive emergency management program.

"*ERP*" means Emergency Response Plan. This emergency response plan covers the actions and procedures that facility personnel should follow when responding to an emergency.

"*FEMA*" means Federal Emergency Management Agency. It is an agency of the United States Department of Homeland Security responsible for coordinating federal response and providing assistance in the event of a disaster.

"*HSEEP*" means The Homeland Security Exercise and Evaluation Program (HSEEP) provides a set of fundamental principles for exercise programs, as well as a common approach to program management, design and development, conduct, evaluation, and improvement planning.

"*HSPD*" means Homeland Security Presidential Directive.

“IP” means Improvement Plan.

*NIMS* - National Incident Management System - The National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.

*NIPP* - National Infrastructure Protection Plan - NIPP guides the national effort to manage risk to the Nation’s critical infrastructure. This national effort is shared by all levels of government and owners and operators of critical infrastructure.

“NRF” means National Response Framework - The National Response Framework (NRF) is a guide to how the nation responds to all types of disasters and emergencies. It is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities.

“SOG” means Standard Operating Guide.

“SOP” means Standard Operating Procedure.

3) Policy.

A. UTA’s objective is to plan and prepare for, respond to, and recover from, emergencies and disasters. UTA will work to ensure employees are prepared for an all-hazards event or incident, both natural and human-caused. To meet its objective with respect to disaster and emergencies UTA will strive to:

1. Comply with local, state, and federal emergency preparedness programs, guidelines, and laws;
2. Develop and maintain a written UTA EPP to be appended by Service Unit ERPs, EOP, COOP, and response plans to identified hazards. These plans may be written and/or reviewed by the Emergency Management Program Manager (EMPM) and shared with the emergency management community as needed;
3. Review and make recommendations for the ERPs for Service Units to help facilitate internal coordination within UTA; including procedures for the safe evacuation of employees from work areas in case of fire or other emergency situations;
4. Align UTA plans and procedures, where possible, with federal, state, county, and local emergency plans;
5. Strongly encourage Service Unit supervisors to promote the importance of safety at the work site and strongly encourage employees to strive to follow written Service Unit emergency plan procedures. This includes conducting an emergency evacuation drill approximately every 12 months to promote employee familiarity with the plan.
6. Provide general information regarding emergency and disaster preparedness to employees.

B. Responsibilities and Roles

UTA.03.05 Emergency and Disaster Preparedness Policy

1. With the Agency Safety and Security Committee (ASSC) oversight, UTA has designated an EMPM and has required this individual to develop, write, and update a written EPP. The UTA EPP is a fundamental emergency management plan for UTA.
2. Operational Service Units should develop and write an ERP.
3. The EMPM has the responsibility for establishing, implementing and coordinating UTA's emergency management activities (planning, training, exercising, etc.), ensuring plans, directives, and SOP's are relevant as well as integrating UTA's EPP, EOP, and ERPs.

C. Training.

The EMPM, can assist Service Units and Departments with training in accordance with best practices, or as necessary, or as required by regulation or law. The training programs should follow FEMA's Incident Command System (ICS) structure.

D. Drills and Exercises.

The EMPM, in coordination with UTA safety employees, Service Units, and/or the UTA Police Department, may coordinate UTA-sponsored exercises and drills, as needed but no less than specified by federal regulations. They may also coordinate and assist with locally-sponsored exercises and drills. The EMPM may record and track exercises in HSEEP format and work to ensure that natural and human-caused events are included in the exercise cycle. Federal regulations require the exercise cycle to alternate between natural and human-caused scenarios.

E. After-Action Reports.

After a reportable disaster, exercise, or drill, an after-action report (AAR) and Improvement Plan (IP) should be prepared and a debriefing may be conducted to determine gaps in UTA's response of the event or exercise. It may identify issues or gaps that require a corrective action. The identified items may be tracked in the Service Unit hazard log. The EMPM should coordinate the AAR and include outside agencies involved. This report may be shared with participants and the UTA safety department.

4) Cross-References.

- 49 CFR 673 – Public Transportation Agency Safety Plans
- 49 CFR 674 – State Safety Oversight
- 29 CFR 1926.38 – OSHA Employee Emergency Plans and Fire Prevention Plan
- UTA Emergency Preparedness Plan

This UTA Policy was reviewed by UTA's Chief Officers on 11/02/2022, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

DocuSigned by:  
*Sheldon Shaw*

BC8FD6286762475...  
Sheldon Shaw, Director of Safety and Security  
Accountable Executive

Jay Fox  
Executive Director

Approved as to form and content:

DocuSigned by:  
*Mike Bell*

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Counsel for the Authority

**History**

Date	Action	Owner
12/17/2013	Adopted	Emergency Management
03/01/2016	Revised	Emergency Management
	Rescinds Corporate Policy 4.3.2 Fire Prevention and Evacuation Plans	Emergency Management
	Rescinds Corporate Policy 4.2.1 Emergency and Disaster Preparedness	Director of Safety and Security
	Board Approved UTA.03.05 Emergency and Disaster Preparedness	Director of Safety and Security
	Adopted UTA.03.05 Emergency and Disaster Preparedness	Director of Safety and Security



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Carlton Christensen, Chair, Board of Trustees  
**PRESENTER(S):** Chris Robinson, Summit County Council Member  
Blake Perez, Central Wasatch Commission

**TITLE:**

---

**Central Wasatch Commission Update**

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**AGENDA ITEM TYPE:**  
Discussion

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**RECOMMENDATION:**  
Informational item for discussion

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**BACKGROUND:**

The Central Wasatch Commission is a governmental entity created to coordinate among the many stakeholders in the Central Wasatch Mountains. The mission of the Central Wasatch Commission is to implement the Mountain Accord charter, which laid out proposals for addressing four major issue areas specific to the Central Wasatch Mountains: transportation, economic viability, environmental sustainability, and recreation stewardship. The Central Wasatch Commission carries out that objective through its work on the Central Wasatch National Conservation and Recreation Area Act, partnerships with UDOT, UTA, and other transportation agencies to find canyon transportation solutions, and the Environmental Dashboard.

---

**DISCUSSION:**

Representatives of the Central Wasatch Commission will report on the accomplishments, goals, and plans of the CWC.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer  
**PRESENTER(S):** Nichol Bourdeaux, Chief Planning and Engagement Officer  
Cindy Medford, Manager of Customer Service

**TITLE:**

---

**Constituent and Customer Service - 2022 Annual Report**

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**AGENDA ITEM TYPE:**  
Report

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**RECOMMENDATION:**  
Information Item

---

**BACKGROUND:**

The Customer Service department provides customer support for UTA customers including rider information, receiving, documenting and investigation of customer and constituent feedback, including commendations for exceptional service by UTA employees. Customer Service is responsible for Fare media sales and support as well as Service Alerts using social media and other platforms to ensure customers are informed before they board our service.

The department's employees are located throughout the UTA office areas from the Rail Control Centers, Customer (facing) Service Centers, UTA Call Center and Home Agents.

---

**DISCUSSION:**

Customer Service, under the Office of Planning and Engagement, will present to the Board of Trustees the annual constituent report, summarizing the customer interactions and key performance indicators (KPI). The report includes quantitative data on the top customer feedback comments, response times, resolutions, the lost and found process and Service Alerts.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Constituent and Customer Service - 2022 Annual Report

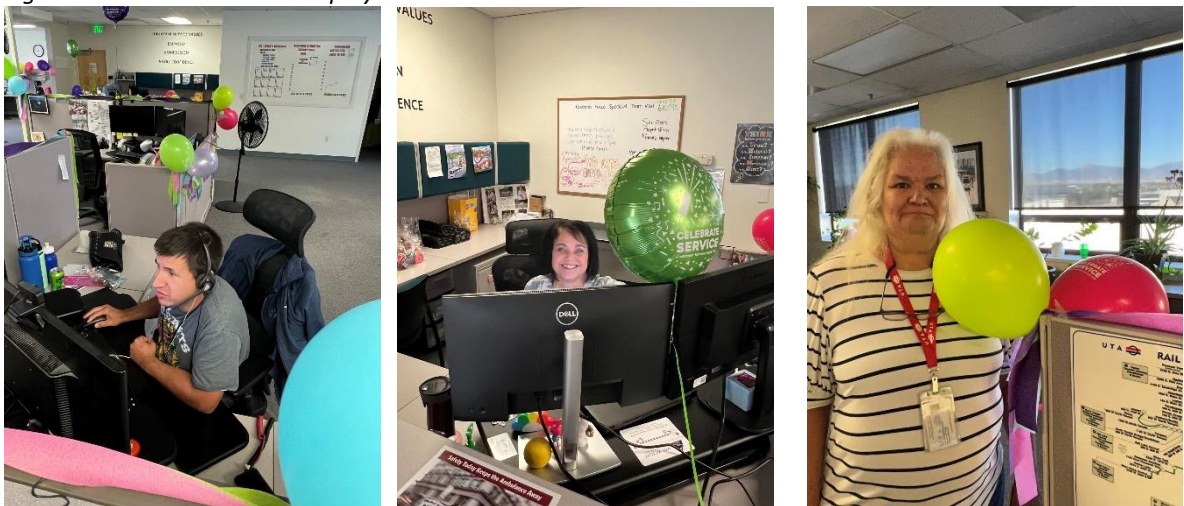
# Constituent and Customer Service 2022 Annual Report



**Introduction:** The customer service department is here to build relationships of trust and support within our department and throughout the community by effectively listening, demonstrating compassion, and working together to find solutions that meet the needs of the customers. Our agents strive to provide the rider with the confidence to use public transit.

The following report is an annual summary of the Customer Service department's areas of responsibility. The report details the department's primary Key Performance Indicators (KPI) and highlights the team's interactions with UTA's riders and customers.

*Figure 1: Customer Service Employees*



## **Overview of Responsibilities:**

- Customer Information and Education
- Customer Feedback, Investigations and Resolutions
- Fare Media Sales and Education
- Lost Items Recovery
- Customer Communication and Service Alerts

**Hours of Availability:**

The Customer Service and Lost and Found Centers are in Ogden, Provo, Salt Lake City and South Salt Lake and hours are 7:00 am to 6:00 pm, Monday through Friday.

The Call Center is open seven days a week, starting, from 6:00 am until 9:00 pm Monday through Saturday and 8:30 am to 5:00 pm on Sundays.

The Social Media team is available seven days a week, starting, from 5:00am to 9:00pm, Monday through Saturday, and 8:00 am to 6:00 pm on Sundays. This team stays late for delays or community events that extend past 9:00 pm.

KPIs

**Key Performance Indicators:**

Customers contact UTA’s Customer Service department through several channels including calls, emails, letters, and social media. Primary indicators inform the department on responsiveness to the customer as well as measuring staffing levels.

The teams handled 203,060 phone calls in 2022, averaging 16,922 calls per month.

*Figure 2: Customer Service Call KPI*

Call KPI	Totals	Percent of Change	Abandon	Actuals	Call Queue Time	Average Handle Time
Information	158,049	2% Increase	3% to 6%	9%	43 sec	2 min 33 sec
Feedback	25,773	22% Increase	3% to 10%	18%	2 min 17 sec	6 min 37 sec
Lost and Found	13,759	4% Increase	3% to 8%	12%	68 sec	3 min 24 sec
UTA Main Number (Operator)	5,479	39% Increase	3% to 13%	13%	23 sec	79 sec

Item Recovery **Lost and Found Tracking Software:**

We launched a new software in Q4 of 2021 which allows customers to make inquiries online.

We processed 19,486 items in 2022 and returned 20% back to the owners.

Constituent Services

**Constituent Services:**

In 2022, UTA received **20,267** comments from the public about our services. This feedback is documented in a system that identifies trends and areas of consideration for improvement. The agents who file the comments have a handle time expectation of fewer than 24 hours, which was met 98% of the time in 2022.

UTA departments are required to complete their investigation and close the comment within seven days of being filed. UTA’s average handle time for 2022 was five days.

Figure 3: Top 5 Comments in 2022

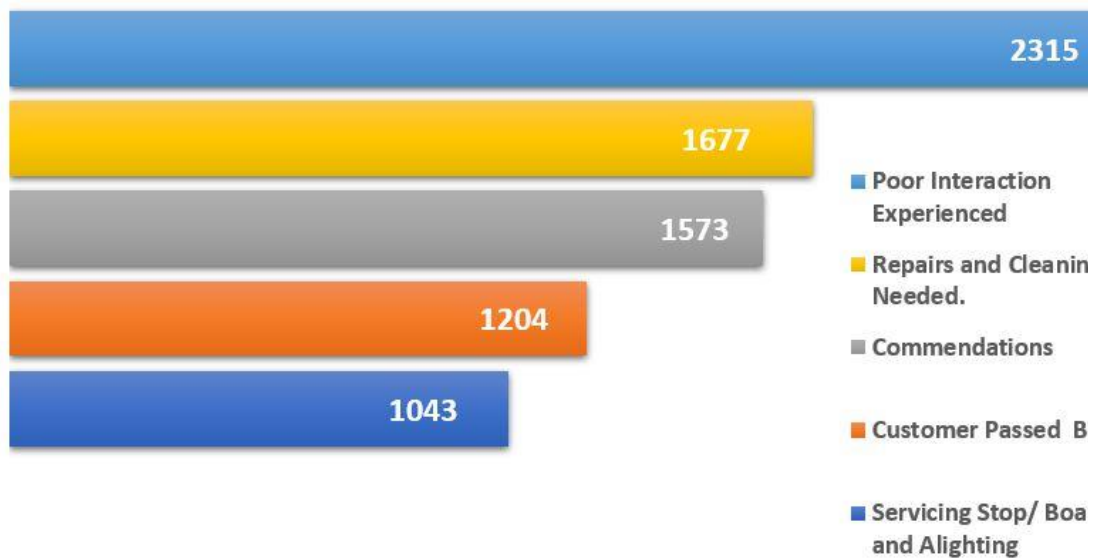
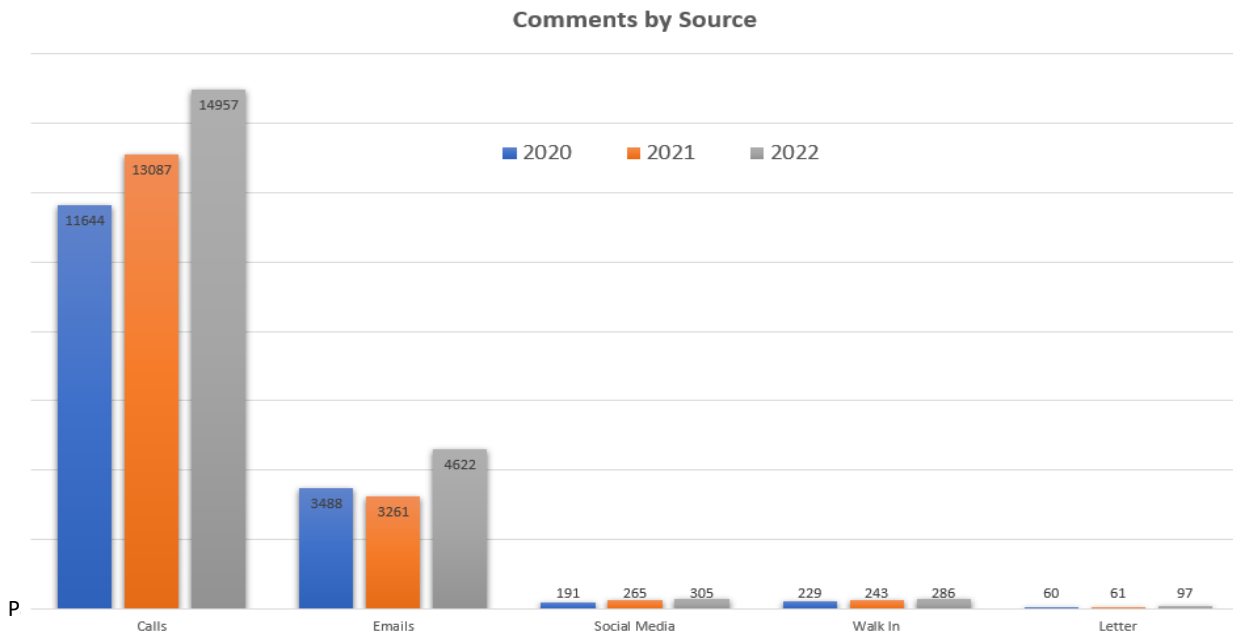


Figure 4: Comments by Source



## Service Alerts

### **Social Media and Service Alerts:**

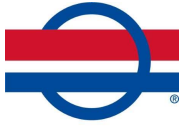
Real-time communication to the public about delays, detours, or other service impacts is sent to riders daily using Twitter, Gov Delivery, and Transit (app). We send out notifications through apps, email, and text messages. This allows our riders to choose the method that works best for them.

Twitter has a slight increase with 47,000 followers. To keep customers informed, the goal is to send out service alerts when trains will be impacted by more than ten minutes followed up every fifteen to thirty minutes. We sent 6,269 Tweets and had 18,012 engagements in 2022.

Transit app alerts are route specific and are sent out when the event occurs and again when the service is back to normal. If the event takes a couple of hours to resolve, we will send out a reminder to the customers. We have 28,726 active users.

Gov Delivery is the software used for emails and text message alerts. In 2022, we sent 3,527 alerts which resulted in 365,458 unique emails opened and 14,951 unique text messages with clicks to additional information. Customer interactions increased by 112% over 2021.

Like the Transit app, notices are route-specific and consist of service impact, and expected return to regular service.



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/22/2023**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

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**Strategy Session to Discuss Pending or Reasonably Imminent Litigation  
AND  
Strategy Session to Discuss Collective Bargaining**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of pending or reasonably imminent litigation and collective bargaining

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation
- Strategy session to discuss collective bargaining