

# MEETING NOTICE

The next meeting of the Gunnison Valley Transportation Authority (RTA) will be:

November 13, 2009 at 8:00 a.m.  
in the Commissioners Room  
in the Gunnison County Courthouse  
200 E. Virginia Ave., Gunnison, CO.

For copies of the agenda and minutes of previous meetings, please call Scott Truex at 970-275-0111.

Two or more County Commissioners may be in attendance at this meeting.

AGENDA  
GUNNISON VALLEY TRANSPORTATION AUTHORITY  
**November 13, 2009**  
8:00 A.M. – GUNNISON COUNTY COURTHOUSE

- 8:00 A. INTRODUCTION
- 8:01 B. APPROVAL OF THE OCTOBER 9, 2009 MINUTES
- 8:03 C. EXECUTIVE DIRECTOR'S FINANCIAL REPORT
- 8:08 D. CORRESPONDENCE

**GENERAL RTA ISSUES**

- 8:15 E-1. OLD BUSINESS
  - 1) Funding partners subcommittee – update
    - a. 10:15 p.m. bus – discussion
    - b. Second homeowners – holiday meet & greet
    - c. Approaching larger businesses
    - d. Adopt policy regarding future expansion of bus service
  - 2) Future revenues subcommittee – discussion
  - 3) Taking of minutes for future meetings
  
- 9:15 F-1. NEW BUSINESS
  - 1) Requests from CB Chamber and TA for air vouchers
  - 2) Report from Tourism Association
  - 3) Comments from Citizen Advisory Committee

**AIR SERVICE ISSUES**

- 9:30 E-2. OLD BUSINESS
  - 1) 2009-2010 Air service update
  - 2) Airport Update
  
- F-2. NEW BUSINESS
  - 1) Winter airport survey - update & discussion with Professor Mitchell and WSC students

**GROUND TRANSPORTATION ISSUES**

- 10:00 E-3. OLD BUSINESS
  - 1) Gunnison – CB service update
  - 2) Possible land purchase – update & discussion with George Krawzoff from TransitPlus (possible executive session at end of meeting to discuss negotiations)
  - 3) Approval of contract with TransitPlus
  
- 10:30 F-3. NEW BUSINESS
  - 1) Grant updates
  - 2) Adoption of the Transportation Plan Update

10:45 G. COMMENTS FROM BOARD MEMBERS

10:50 H. PUBLIC COMMENT PERIOD

11:00 I. ADJOURNMENT

Next Meeting –December 11<sup>th</sup>, 8:00 a.m. in Crested Butte

All times are approximate – the meeting may move more quickly or more slowly than indicated.

**Gunnison Valley Transportation Authority**  
**Financial Report - September 2009**

	2009	2009	Actual & Board	2009	% of
Revenues	Actual	Budget	Approved Revisions	Revised Budget	Budget
Starting Fund Balance 1/1	\$ 637,855.46	\$ 637,855		\$ 637,855	
Jan	\$ 86,152.67	\$ 104,500	\$ (18,347)	\$ 86,153	82.4%
Feb	\$ 81,261.60	\$ 94,800	\$ (13,538)	\$ 81,262	85.7%
Mar	\$ 93,903.94	\$ 109,900	\$ (15,996)	\$ 93,904	85.4%
One time payments - late payers	\$ 102,918.91	\$ -	\$ 102,919	\$ 102,919	N/A
April	\$ 51,850.89	\$ 62,600	\$ (10,749)	\$ 51,851	82.8%
May	\$ 59,877.75	\$ 66,700	\$ (7,840)	\$ 59,877	89.8%
June	\$ 94,998.56	\$ 106,000	\$ (11,002)	\$ 94,998	89.6%
July	\$ 121,315.88	\$ 136,400	\$ (16,090)	\$ 120,310	88.9%
Aug	\$ 109,124.32	\$ 128,500	\$ (19,375)	\$ 109,125	84.9%
Sept		\$ 106,100	\$ (15,915)	\$ 90,185	0.0%
Oct		\$ 80,000	\$ (12,000)	\$ 68,000	0.0%
Nov		\$ 80,000	\$ (23,000)	\$ 57,000	0.0%
Dec		\$ 124,500	\$ (17,500)	\$ 107,000	0.0%
Year to Date Tax Revenues	\$ 801,404.52	\$ 809,400		\$ 800,399	99.0%
Full Year - Tax Revenues	\$ 801,404.52	\$ 1,200,000		\$ 1,122,584	71.4%
<b>Other Revenues</b>					
RTA Tax - Clerk	\$ 5,089.34	\$ 10,000	\$ (5,000)	\$ 5,000	101.8%
Denver Bus Partners	\$ 31,500.00	\$ 29,500	\$ 2,000	\$ 31,500	100.0%
Operating Grant	\$ 118,000.00	\$ 118,000		\$ 118,000	100.0%
Capital Grant	\$ -	\$ 240,000	\$(240,000)	\$ -	0.0%
Interest Revenue	\$ 8,077.54	\$ 13,307	\$ (5,000)	\$ 8,307	97.2%
Total Revenue	\$ 964,071.40	\$ 1,610,807		\$ 1,285,391	75.0%
<b>Expenses</b>					
Postage	\$ 62.03	\$ 100		\$ 100	62.0%
Photocopies	\$ -	\$ 20		\$ 20	0.0%
Professional Services - Truex	\$ 56,000.00	\$ 67,200		\$ 67,200	83.3%
Professional Services - Airplanners	\$ 60,762.10	\$ 72,000		\$ 72,000	84.4%
Professional Services - Landwehr	\$ 790.00	\$ 10,800		\$ 10,800	7.3%
Professional Services - Levy	\$ 830.00	\$ -	\$ 830	\$ 830	100.0%
Audit Cost	\$ 2,250.00	\$ 3,000	\$ (750)	\$ 2,250	100.0%
Revenue Collection Fee	\$ 8,410.00	\$ 15,000		\$ 15,000	56.1%
Airline Guarantees	\$ 800,000.00	\$ 800,000		\$ 800,000	100.0%
Airline Startup Costs	\$ -	\$ -	\$ 55,000	\$ 55,000	0.0%
Fees	\$ 74.60	\$ 150		\$ 150	49.7%
Bank Fees	\$ 1,561.00	\$ -	\$ 1,561	\$ 1,561	100.0%
Donations	\$ -	\$ -	\$ 500	\$ 500	0.0%
Ground Transportation	\$ 301,620.61	\$ 411,335		\$ 411,335	73.3%
Denver Bus Service	\$ 31,005.99	\$ 43,500	\$ 2,000	\$ 45,500	68.1%
Advertising	\$ 8,074.35	\$ 5,000	\$ 6,000	\$ 11,000	73.4%
Travel & Transportation	\$ 4,101.18	\$ 1,200	\$ 3,300	\$ 4,500	91.1%
D&O Insurance	\$ 3,238.00	\$ 3,500		\$ 3,500	92.5%
Meals & Lodging	\$ 2,090.96	\$ 3,500	\$ 1,000	\$ 4,500	46.5%
Dues & Meetings	\$ 3,730.25	\$ 3,500		\$ 3,500	106.6%
Repair & Maintenance - Vehicles	\$ 48,098.91	\$ 20,000	\$ 30,350	\$ 50,350	95.5%
Fuel	\$ 43,014.61	\$ 148,000	\$ (78,000)	\$ 70,000	61.4%
Vehicles	\$ 11,250.00	\$ -	\$ 11,250	\$ 11,250	100.0%
Construction Costs	\$ -	\$ 300,000	\$(300,000)	\$ -	0.0%
Interest	\$ 1,038.19	\$ -	\$ 1,000	\$ 1,000	103.8%
Treasurer's Fees	\$ 19,479.94	\$ 12,000	\$ 10,000	\$ 22,000	88.5%
Transfer to General Fund	\$ 11,340.00	\$ 15,120		\$ 15,120	75.0%
Total Expenses	\$ 1,418,822.72	\$ 1,934,925		\$ 1,678,966	84.5%
Revenues Over (Under) Expenses	\$ (454,751.32)	\$ (324,118)		\$ (393,575)	
Balance Remaining	\$ 183,104.14	\$ 313,737		\$ 244,280	

Report shows posted revenues through August & expenditures through September

Report prepared by Scott Truex with available information from the County Finance department on November 9, 2009

## **CORRESPONDENCE:**

We received a letter from Pete Mertes, traffic manager at CDOT outlining the reasons that CDOT is not interested in any modifications to the Cement Creek intersection at this time. I will bring hard copies to the meeting. Essentially, he states that when we met back in April of 2008, and got approval for the temporary bus pullout, we were told that speed limits could not be reduced. He also talks about crosswalks and their implications. I think he makes some good points and his reaction is consistent with what I have observed in the Roaring Fork. I've included a picture of the bus stops on Hwy 82 with no crosswalks:



## **CORRESPONDENCE:**

Scott,

As authorized by my Board of Directors on October 5, 2009, I hope this email can suffice as the CB South P.O.A.'s Letter of Support. That being, the CB South P.O.A. Board of Directors unanimously supports the RTA in its pursuit of a Park-and-Ride at the intersection of Cement Creek Road and Highway 135. Additionally, we will be making every effort to contribute financially in the very near future (as soon as we get our 2010 Budget finalized). This unanimous support acknowledges the importance of this Park-and-Ride for the RTA's Highway 135 Ground Transportation System, while noting it is not intended to be a final solutions for CB South's ground transportation needs.

Thanks.

*Chris*

Christian Behan, AICP  
Association Manager  
CB South Property Owners Association

### **10:15 p.m. bus – discussion:**

One of the results of the meeting with the WSC student government was a discussion regarding the possibility of a later evening bus on the weekends. The cost to the RTA of providing a bus from Gunnison to Mt. CB at 9:00 p.m. and a return trip at 10:15 p.m. would be about \$5,500 for Saturdays during the ski season.

Bill Nesbitt has been a champion of this proposal and has some ideas to raise the funds to pursue it if the board agrees. We may have representation from WSC at the meeting to discuss this idea.

### **Policy regarding future expansion of bus service:**

The mission of the Gunnison Valley Transportation Authority (RTA) is to provide and improve air transportation to and from the Gunnison-Crested Butte Regional Airport on a year-round basis, and to develop a long term and energy efficient public ground transportation system within Gunnison County.

To achieve the ground transportation portion of this mission, the Board of Directors of the (RTA) intends to provide the most efficient transportation possible along the Hwy. 135 corridor between the City of Gunnison and the Towns of Crested Butte and Mt. Crested Butte.

In order to meet this goal, it is the policy of the RTA to attempt to continue to provide service at current levels and to increase the frequency of service as revenues permit. The ultimate desired frequency is 17 round trips per day in the winter and summer and 6 round trips per day in the spring and fall.

In order to meet this desired level of service, it is the intent of the RTA to not expend funds on bus service outside of the current route until these goals are met. If service is requested outside of the current route structure, the RTA policy is to consider providing that service only if funding for that service is provided by the requesting entity.

### **Future revenues subcommittee – discussion**

I met with the Gunnison City Council to discuss the possibility of determining the best way to gauge the sentiments of Gunnison City residents. I will update you at the meeting.

### **Requests from CB Chamber and TA for air vouchers**

I received the following from Scott Still at the Chamber:

Hi Scott,

I enjoyed your presentation at the tourism forecast the other day...thanks again for participating!

I recently met with Dave Weins, Brian Riepe, Drew Cesati, Christian Robertson, and Dave Ochs about the 2010 Fat Tire Bike Week. One of the ideas that was discussed was bringing in a few journalists to cover the event and the Gunnison Valley. At this stage, providing lodging and meals for them is covered, but we will need some assistance with airfare. I was just curious to know if it would be possible to be considered for a couple of airline vouchers? I'd be happy to put together a formal proposal - just let me know!

THANKS,

Scott Still  
Visitor Center / Events Manager  
Crested Butte / Mt. Crested Butte  
Chamber of Commerce  
[Scott@cbchamber.com](mailto:Scott@cbchamber.com)  
970.349.6438

And this from Jane Chaney at the TA:

Scott: we'd like to bring out a gal from ARES, our reservation sales center. She's works out of Chicago. Is there any chance we can get a ticket to get her out here? Thanks, Jane

[Jane M. Chaney, CMP](#)  
Executive Director  
[Gunnison-Crested Butte Tourism Association](#)

We currently have 8 AA vouchers and 3 Delta vouchers that are not spoken for. I would like to keep 4 AA vouchers and 2 Delta vouchers for possible business travel for Kent and myself. Therefore, we do have 4 AA vouchers and 1 Delta voucher that we can use for any purpose you choose.

Draft of 2010 Airport Survey:

**1. How many people are you traveling with today?**

- Traveling alone
- Two Travelers
- Three Travelers
- Four to eight travelers
- Nine or more travelers

**2. Which of the following best describes who you are with on this trip?**

- Alone
- Business Group
- Family
- Group of female friends
- Group of male friends
- Meeting/Conference group
- Mixed group of friends
- Spouse or significant other
- Other: \_\_\_\_\_

**3. What is (was) the purpose of your trip?**

- Business in Gunnison area
- Business elsewhere
- Visiting family/friends in Gunnison area
- Visiting family/friends elsewhere
- Vacation in Gunnison area
- Vacation elsewhere
- Western State College related activity
- Other: \_\_\_\_\_

**4. How long is (was) your trip?**

- 1-2 days
- 3-6 days
- 7-13 days
- 14 or more days

**5. Have you flown out of Gunnison before?**

- Yes
- No

**6. Do you plan to fly out of Gunnison in the future?**

- Yes (Go to question 7)
- No (Go to question 8)

**7. How many times during each of the following time periods do you plan to do so?**

- Winter Nov-Feb: \_\_\_\_\_
- Spring Mar-May: \_\_\_\_\_
- Summer Jun-Aug: \_\_\_\_\_
- Fall Sep-Oct: \_\_\_\_\_

**8. What was your primary reason for choosing your flight/airline today?**

- Advertising
- Airline loyalty
- Did not have a choice
- Free ticket
- In exchange for miles
- Price
- Scheduling
- Someone else made the arrangements
- Other: \_\_\_\_\_

**9. What is your primary reason for choosing to come to the Gunnison/Crested Butte area?**

- Alpine Skiing or Snowboarding
- Cross Country Skiing
- Hunting
- Ice Fishing
- Restaurants
- Shopping
- Sight-seeing
- Skiing/Snowboarding
- Snowmobiling
- Sporting event
- Visiting Western State College
- Other: \_\_\_\_\_

**10. Select the one that best applies to you:**

- My primary residence is in Gunnison County (Go to question 11)
- My primary residence is outside of Gunnison County (Go to question 12)

**11. Do you rent or own your Gunnison County residence? (Then go to question 14)**

- Rent
- Own

**12. What is the zip code of your primary residence?** \_\_\_\_\_

**13. Do you own or rent a second residence in the Gunnison/Crested Butte area?**

- Yes, I:
  - Own
  - Rent
- No

**14. On a scale of 1-10, rate your travel experience as related to:\*\***

- Gunnison Airport staff: \_\_\_\_\_
- Gunnison Airport facility: \_\_\_\_\_
- Other airport: \_\_\_\_\_
  - Staff: \_\_\_\_\_
  - Facility: \_\_\_\_\_

**15. What is your gross household annual income?**

- \$0 – 29,99
- \$30,000 – 59,999
- \$60,000 – 89,999
- \$90,000 – 119,999
- \$120,000 – 149,999
- \$150,000 – 179,999
- \$180,000 – 209,999
- \$210,000 – 239,999
- \$240,000 or more

**16. What is your gender?**

- Male
- Female
- Prefer not to answer

**17. In what year were you born? (Enter full 4 digits, ex. 1975)** \_\_\_\_\_

**18. Are you a full-time student?**

- Yes
- No

**19. What is your marital status?**

- Married
- Single
- Widowed
- Divorced
- Partnered

**20. What is your occupation?**

- Airline employee/Travel agent
- Craftsman/Laborer
- Executive/Manager
- Farmer
- Government/Military
- Mining Industry
- Professional/Technical
- Salesman/Buyer
- Religious/Clergy
- Retired
- Secretary/Clerk/Office worker
- Student
- Self-employed
- Teacher/Professor
- Unemployed
- Other:\_\_\_\_\_

**21. What is the highest level of education that you have completed?**

- Elementary/Middle school
- Some high school
- High school
- GED
- Some college
- Associate's degree
- Bachelor's degree
- Graduate degree

Ridership on the RTA Gunnison - Crested Butte Route

Year	Month	Riders	Bus Trips	Miles	Days	Riders per trip	Riders per day	Riders	Bus Trips	Riders	Total
								Last Year	Last Year	per trip Last Year	Riders Change
2009	January	15,829	684	21,888	31	23.14	510.6	10,867	688	15.80	4,962
2009	February	13,060	622	19,904	28	21.00	466.4	11,861	638	18.59	1,199
2009	March	12,434	682	21,824	31	18.23	401.1	13,226	682	19.39	(792)
2009	April	3,954	130	8,320	30	30.42	131.8	6,435	388	16.59	(2,481)
2009	May	2,029	222	7,104	31	9.14	65.5	2,342	186	12.59	(313)
2009	June	3,037	360	11,520	30	8.44	101.2	4,948	528	9.37	(1,911)
2009	July	3,913	371	11,872	31	10.55	126.2	6,496	558	11.64	(2,583)
2009	August	3,228	323	10,336	31	9.99	104.1	5,863	558	10.51	(2,635)
2009	September	2,194	180	5,760	30	12.19	73.1	3,385	280	12	(1,191)
2009	October	2,065	186	5,952	31	11.10	66.6	2,479	186	13	(414)
Total		61,743	3,760	124,480	304	16.42	203.1	67,902	4,692	14.47	(6,159)

**Possible land purchase – update:**

Jim and I have had a conference call and I have had several email & phone discussions with George Krawzoff from TransitPlus. He has been working on our project and has come up with the timeline on the following page.

George will be able to attend the meeting. George, Jim and I will update you on the process and progress at the meeting.

My best guess for the cost to get this project started is now:

TransitPlus:	6,000	10,000
CatEx – EA	20,000	50,000
Engineering (to complete FTA process)	5,000	10,000
Appraisal	2,500	3,500
Legal	?	?

So, I'm guessing the cost will fall between \$34,000 and \$74,000 plus legal work. Then we will have the costs of purchasing the land and constructing the facility.

All of these costs can be reimbursed from the grant. The local match is 20% of the total cost. We have asked the County and CB South to help with the local match and may be able to raise \$40k in 2010. We would therefore still need to find at least \$50k more in 2010 or 2011. We currently have available \$389,754 in grant funds plus any award that we might get in 2010.



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gunnison Valley Rural Transportation Authority, hereinafter called **GVRTA**, and TransitPlus, Inc., hereinafter called the **CONSULTANT**, collectively referred to as the Parties.

The services to be performed hereunder are part of the project known as "Park and Ride Project Coordination ". The project will consist of coordinating the activities necessary to acquire land under Federal Guidelines using earmarks under the 5309 Bus Discretionary Grant Program. This process is anticipated to include submittal of NEPA documents (to be prepared by others), submittal of grant applications and grant reports to the Federal Transit Administration through their TEAM-Web system.

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto have mutually agreed and do agree as follows:

### **ARTICLE I. SERVICES BY THE CONSULTANT**

- 1.1 The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep **GVRTA** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.
- 1.2 The **CONSULTANT** agrees to provide, directly or by association with other consultants under this project, the basic services as described in Exhibit A: Scope of Work. Exhibit A reflects the full scope and budget that will be completed under this contract and included as project expenses under the FTA grants anticipated to be received.

### **ARTICLE 2. RESPONSIBILITIES OF GVRTA**

- 2.1 **GVRTA** designates Scott Truex, Executive Director, who shall be fully acquainted with the project and who shall have authority to render decisions relative to **GVRTA's** services as necessary for the orderly progress of the work. He shall be responsible for receiving and processing all information and documentation relative to the project in behalf of **GVRTA**.
- 2.2 **GVRTA** shall establish and maintain procedures for receiving, reviewing, recording, and acting on all information, documentation, payments, and acceptances of work and services relative to this project in an expeditious manner.

### **ARTICLE 3. TIME OF PERFORMANCE**

The services to be provided under this Agreement shall, unless otherwise provided, be commenced upon \_\_\_\_\_ (enter date). The services shall be completed in accordance with the schedule in Exhibit A.

#### ARTICLE 4. COMPENSATION FOR SERVICES

**GVRTA** agrees to compensate the **CONSULTANT** in accordance with the Terms and Conditions of this Agreement:

- 4.1 For Basic Consulting Services as described in Exhibit A: Scope of Work, Compensation shall be made on a time and materials basis not-to-exceed Ten-Thousand, (\$10,000) without prior written approval of **GVRTA**.
- 4.2 **CONSULTANT** shall submit invoices for work and for Reimbursable Expenses on or before the last Friday of each month for work actually performed.

#### ARTICLE 5. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **GVRTA** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **GVRTA**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time.

#### ARTICLE 6. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Colorado. The **CONSULTANT** shall maintain business insurance in the amount of \$1,000,000. The **CONSULTANT** shall provide certificates of insurance to **GVRTA** indicating compliance with this paragraph, if requested.

#### ARTICLE 7. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, **GVRTA** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### ARTICLE 8. GOVERNING LAW

This Agreement and the interpretation thereof shall be governed by the law of the State of Colorado.

#### ARTICLE 9. SUCCESSORS AND ASSIGNS

**GVRTA** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

#### ARTICLE 10. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other **CONSULTANT** or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

## ARTICLE 11 NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

## ARTICLE 12. INDEMNITY

- 12.1 The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold **GVRTA** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.
- 12.2 **GVRTA** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by **GVRTA's** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom **GVRTA** is legally liable, and arising from the project that is the subject of this Agreement.

## ARTICLE 13. FTA CLAUSES FOR CONTRACTS WITH FTA FUNDING UNDER \$100,000

### **13.1) Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any purchasing agency requests which would cause the purchasing agency to be in violation of the FTA terms and conditions.

### **13.2) Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be

amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**13.3) No Obligation by the Federal Government.**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

**13.4) Privacy Act**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

**13.5) Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by purchasing agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the purchasing agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**13.6) Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition

to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

### **13.7) Termination**

#### **Termination for Convenience**

The purchasing agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The State shall effect such termination by giving written notice of termination to the Grantee and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the purchasing agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the purchasing agency, the Contractor will account for the same, and dispose of it in the manner the purchasing agency directs.

#### **Termination for Default [Breach or Cause]**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the purchasing agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchasing agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the purchasing agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### **Opportunity to Cure**

The purchasing agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to purchasing agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [twenty (20) days] after receipt by Contractor of written notice from the purchasing agency setting forth the nature of said breach or default, the purchasing agency shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the purchasing agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **Waiver of Remedies for any Breach**

In the event that the purchasing agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the purchasing agency shall not limit the purchasing agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### **13.8) Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **13.9) Civil Rights**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**13.10) Disadvantaged Business Enterprises (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10% and the Colorado Department of Transportation's FFY 2008 Transit Goal is 4.5%. A separate contract goal has not been established for this procurement.

**If you are a DBE certified contractor**, please fill out the subsequent certification below stating your letter of intent to perform services as a DBE.

**Letter of Intent to Perform as a DBE**

Project Title or Description:

\_\_\_\_\_

The undersigned intends to perform work in connection with the above project as (check one):

\_\_\_\_\_ a prime contractor \_\_\_\_\_ a subcontractor  
\_\_\_\_\_ a joint venture \_\_\_\_\_ other (please specify)

If applicable, name of prime contractor or joint venture partner:

\_\_\_\_\_

The disadvantaged status of the undersigned is confirmed on by the attached documentation:

1. Submit copy of certification papers, etc.

Date: \_\_\_\_\_

Name of DBE Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature & Title)

#### ARTICLE 14. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

**CONSULTANT** shall not knowingly employ or contract with an illegal alien to perform work under this contract. **CONSULTANT** shall not enter into a contract with a sub-consultant that fails to certify to the **CONSULTANT** that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

**CONSULTANT** has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. **CONSULTANT** is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If **CONSULTANT** obtains actual knowledge that a sub-consultant performing work under this Agreement for services knowingly employs or contracts with an illegal alien, **CONSULTANT** shall:

- A. Notify the sub-consultant and the GVRTA within three days that the **CONSULTANT** has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the sub-consultant if within three days of receiving notice required pursuant to this paragraph the sub-consultant does not stop employee or contracting with the illegal alien; except that the **CONSULTANT** shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

**CONSULTANT** shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If **CONSULTANT** violates a provision of this contract required pursuant to C.R.S. §8-17.5-102, GVRTA may terminate the contract for breach of contract. If the contract is so terminated, the **CONSULTANT** shall be liable for actual and consequential damages to the GVRTA.

#### ARTICLE 15. SPECIAL PROVISIONS

**ACKNOWLEDGMENT OF COMPLETE AGREEMENT:** This Agreement includes this and the preceding pages consecutively numbered 1 through 7 and the attachments thereto, identified as:

Exhibit A: Scope of Work, Budget and Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above:

**GUNNISON RURAL TRANSPORTATION  
AUTHORITY:**

**CONSULTANT:  
TRANSITPLUS, INC.**

By \_\_\_\_\_ By \_\_\_\_\_  
Jim Starr Suzanne O'Neill

Title Board Chair Title Principal

Address P.O. Box 39 Address P.O. Box 637  
Crested Butte, Colorado 81224 Elizabeth, Colorado 80107



Draft Schedule for Gunnison Valley RTA Cement Creek Park and Ride Project, page 2 of 2																							
Weeks (by Sundays)																							
	2-May-10	9-May-10	16-May-10	23-May-10	30-May-10	6-Jun-10	13-Jun-10	20-Jun-10	27-Jun-10	4-Jul-10	11-Jul-10	18-Jul-10	25-Jul-10	1-Aug-10	8-Aug-10	15-Aug-10	22-Aug-10	29-Aug-10	5-Sep-10	12-Sep-10	19-Sep-10	26-Sep-10	
1 Prelim Design																							
2 CAT Ex Prep																							
3 CAT Ex to FTA																							
4 FTA Consideration																							
5 FTA Cat Ex Approval																							
6 RTA Board Meetings			5/14			6/11			7/9					8/13					9/10				
7 Prepare Grant Application & Submit to FTA																							
8 FTA consideration of grant																							
9 FTA Grant Award																							
10 Landowner																							
11 Cert. Appraisers?																							
12 Opinion of Value																							
13 Decision to proceed																							
14 Certified Appraisal w. Landowner																							
15 Review Appraisal																							
16 FTA reviews appraisals																							
17 Prepare offer of Just Compensation																							
18 Prepare Summary Statement																							
19 Negotiate with Owner																							
20 Owner's Appraisal																							
21 Owner presentation to RTA Board																							
22 Update Offer																							
23 If negotiations are successful move to payment and transfer of property																							
24 Otherwise attempt Administrative Settlement																							
25 If A.S. succeeds, move to payment and transfer of property																							
26 If A.S. fails, move to condemnation.																							

Many aspects of this process are not within the Consultants direct control, including delays due to weather, the performance of other contractors producing the preliminary designs and NEPA submittals, so this schedule must be considered as tentative and subject to change.

Federal Transit Administration approvals of the NEPA submittals and grants cannot be guaranteed by the Consultant and shall not be prerequisite for payments to the consultant.

The Consultant shall bill the GVRTA at the following rates:

Principal - \$140/hour

Planner and Grants Analyst - \$80/hour

Travel and expenses as incurred using the current mileage rates established by the IRS.

The Consultant shall not exceed \$10,000 in expenses without prior written authorization by the GVRTA, which authorization shall be incorporated into this contract as additional exhibits.

**Grant updates:****ARRA Grant**

We will be awarded the Capital Grant for purchasing the DPF cleaner system. This award is a stimulus (ARRA) award of \$72,000 and will not require a local match. As soon as I get the go ahead, I will prepare the RFP and attempt to get bids to provide and install the equipment.

**5311 Operating Grant**

We will be getting the final scope of work for our 2010 operating grant very soon. I will include it in the next packet and we will need to notice a public hearing regarding the grant. We will be receiving \$133,340 in funding. This is up from \$118,000 in 2009.