



Meeting Notice

The Special Meeting of the Gunnison Valley Transportation Authority (RTA) originally scheduled for June 25th will now take place:

**July 9, 2021 at 8:00 a.m.
By Zoom or Telephone.**

Use this link (or cut and paste this URL) to join the Zoom Meeting:

<https://us02web.zoom.us/j/6830894427>

Password: 9476

Dialing Instructions for Phone Access:

Dial-in Numbers: 1-669-900-9128 or 1-346-248-7799

Meeting ID: 683 089 4427

Passcode: 9476

For copies of the agenda and minutes of previous meetings, please go to www.gunnisonvalleyrta.org/meetings or call Scott Truex at 970-275-0111.

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

Also, three or more RTA Board Members may attend the monthly Mayor/Manager meetings which are held at noon on the first Thursday of each month – call Scott Truex at 970-275-0111 for the next meeting location.



AGENDA – July 9, 2021
GUNNISON VALLEY TRANSPORTATION AUTHORITY
SPECIAL MEETING
ZOOM MEETING – 8:00 A.M. MDT

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8:00 A. INTRODUCTION

NEW BUSINESS

- 1) 2022 FTA Section 5311 Operating Grant application to CDOT – Scott Truex – discussion and public input
- 2) Approval of 2022 FTA Section 5311 Operating Grant Project Description and Budget – Scott Truex – **motion & decision requested**
- 3) Award of contract for Architectural and Engineering services for the Whetstone Industrial Park Bus Storage Facility – Scott Truex – **motion and decision requested**

8:20 J. ADJOURNMENT OF SPECIAL MEETING

Next Meeting – August 13, 2021 at 8:00 a.m. at the Gunnison County Courthouse

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

2022 FTA Section 5311 Operating Grant application to CDOT

We are applying for this grant (which we have applied for and received for the past 14 years) again in 2022 and we need to approve the budget below before we submit the application. We will be committing to spending the local match from sales tax as described below and assuming the grant is awarded, we will receive \$242,618 which is the same amount we received this year.

The project description is as follows: In 2022, the GVRTA will provide 72 one-way bus trips along our Commuter Bus service route in the winter and 36 one-way bus trips in the spring, summer, and fall. This will total at least 17,800 service hours.

Gunnison Valley Transportation Authority (GVRTA)							
Expenses - 2020-2022							
Budget Programs							
92210000 G1041 & 92210000 G1042							
				2020	2021	2021	2022
				Actual	Approved Budget	Projected	Draft Budget
Item	Budget Line	CDOT Reference					
Expenses							
Admin	7328	Management Services	Consultants	\$ 74,263	\$ 76,491	\$ 76,491	\$ 79,550
Operations	6320	Diesel Fuel	Fuel	\$ 40,281	\$ 42,000	\$ 66,000	\$ 55,000
Operations	6350	CNG Fuel	Fuel	\$ 101,038	\$ 129,000	\$ 133,000	\$ 225,000
Operations	7220	Repair & Maintenance	Vehicle Maintenance	\$ 174,082	\$ 185,000	\$ 240,000	\$ 236,000
Operations	9027	Purchased Transportation	Purchased Transit Services	\$ 1,264,180	\$ 1,372,000	\$ 1,675,000	\$ 1,922,100
Total Expenses:				\$ 1,653,844	\$ 1,804,491	\$ 2,190,491	\$ 2,517,650

Program Metrics				
GVRTA - Gunnison - Mt. Crested Butte Commuter Service				
	2020	2021	2021	Draft
	Actual	Budget	Projected	Budget
Passengers	139,679	200,000	161,000	225,000
Miles	425,850	401,000	518,000	621,000
Service Hours	13,750	11,900	16,970	19,000
Bus Trips	12,886	11,500	16,380	17,892
Passengers/Bus Trip	10.8	17.4	9.8	12.6
Cost per Mile	\$ 3.88	\$ 4.50	\$ 4.23	\$ 4.05
Cost per Hour	\$ 120.28	\$ 151.64	\$ 129.08	\$ 132.51
Cost per Passenger	\$ 11.84	\$ 9.02	\$ 13.61	\$ 11.19

*Note: 2020 & 2021 projected numbers are have been substantially impacted by the COVID-19 situation

We request a motion to approve the 2022 FTA Section 5311 Grant project description and budget, including the 2022 local match requirement of \$2,275,032, as presented.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (herein "Contract") is entered into this _____ day of _____, 2021, by and between the **Gunnison Valley Rural Transportation Authority ("GVRTA")** whose address is P.O. Box 39, Crested Butte, CO 81224, and _____, whose address is _____ (herein "Contractor").

RECITALS

1. GVRTA owns lots within the Whetstone Industrial Park in Crested Butte and desires to contract with the Contractor to provide architectural and engineering services for the construction of a bus storage facility.
2. Contractor is a _____ located in _____ who

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

The scope of services to be performed by Contractor is set forth in Section 2 of the Request for Qualifications (RFQ), which RFQ is expressly made a part of the terms of this Contract.

Services must be provided according to all applicable federal, state and local laws and regulations. All Services shall be performed in a timely manner according to the schedule for each element of the scope of services as agreed to by the parties.

2. USE OF MATERIALS.

GVRTA shall retain all rights to use materials and documents produced by Contractor with no additional approval by Contractor.

3. COMPENSATION.

In consideration and in exchange for Contractor's performance of the Services, _____ shall pay Contractor fees not to exceed _____ and 00/100 U.S. Dollars (\$_____).

Each element of the Services to be provided are calculated as follows:

Section 2-1 Project Management	\$ _____
Section 2-2 Project Initiation	\$ _____
Section 2-3 Design Development Documents	\$ _____
Section 2-4 Develop Bid and Final Construction Documents	\$ _____
Section 2-5 Bidding Services	\$ _____
Section 2-6 Construction Engineering Assistance/Management Services/Inspection	\$ _____
Section 2-7 Potential Optional Services	\$ _____

Contractor shall forward invoices for services detailing the calculation used to determine the value of work, along with a breakdown of the scope of work to which the invoice applies, on a monthly basis and at the completion of all services. GVRTA shall forward payment within 30 days of the invoice billing date.

4. TERMANDSERVICE SCHEDULE.

The term of this Contract shall commence on the date this Contract is entered into as set forth above and shall expire upon completion of Services but no later than _____.

Notification of Delay:

Contractor will notify GVRTA's Program Manager as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

Request for Extension:

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by GVRTA's Program Manager to make a decision of any request for extension. GVRTA's Program Manager will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. GVRTA's Program Manager will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

Defective Work, Materials or Services:

When and as often as GVRTA determines that the work, materials, or services furnished under the Contract are not fully and completely performed and/or provided in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply GVRTA with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within GVRTA limits of the Contract. GVRTA may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to GVRTA by law, including those available under the Uniform Commercial Code.

Prompt Payment to Subcontractors (as applicable):

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the GVRTA no later than thirty (30) calendar days after the Contractor has received payment from the GVRTA for that work. Each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by GVRTA's Executive Director or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

The GVRTA will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with GVRTA of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

Summary Report:

Contractor shall submit to GVRTA a quarterly report of services provided to GVRTA under this Contract. The report, in a format agreeable to GVRTA, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

5. BONDING.

Does not apply to this contract.

6. INSURANCE.

Contractor agrees that at all times during the Term of this Contract that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Contract, Contractor will provide insurance certificates to GVRTA listing GVRTA as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to GVRTA.

- A. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement and no less than \$500,000 for Professional Liability Insurance; and
- B. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand Dollars and No Cents (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand Dollars and No Cents (\$1,093,000.00).
- C. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand Dollars and No Cents (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand Dollars and No Cents (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

7. INDEPENDENT CONTRACTOR.

- A. In carrying out its obligations and activities under this Contract, Contractor is acting as an independent Contractor and not as an agent, partner, joint venture or employee of GVRTA. Contractor does not have any authority to bind GVRTA in any manner whatsoever.

- B. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from GVRTA. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

- A. Contractor agrees to indemnify, defend and hold harmless GVRTA, its board, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, sub-contractors or agents in connection with this Contract.
- B. This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

9. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that GVRTA take for the purpose of complying with any such laws and regulations.

10. ADA COMPLIANCE.

The Contractor assures GVRTA that at all times during the performance of this Contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance GVRTA relies.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- A. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Contract.
- B. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Contract.
- C. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- D. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- E. Contractor agrees to comply with the provisions of C.R.S. §8-17.5-101 et seq.

12. MISCELLANEOUS.

- A. SEVERABILITY. If any clause or provision of this Contract shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- B. AMENDMENT. No amendment, alteration, modification of or addition to this Contract shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby. Any proposed change in the contract will be submitted to GVRTA for its prior written approval and GVRTA will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by GVRTA will constitute a Change Order unless confirmed in writing by GVRTA.
- C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Contract is, or shall be construed to be, a waiver, in whole or part, by GVRTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- D. Use of GVRTA's Name in Contractor Advertising or Public Relations. GVRTA reserves the right to review and approve all GVRTA-related copy prior to publication. Contractor will not allow GVRTA-related copy to be published in Contractor's advertisements or public relations programs until submitting GVRTA-related copy and receiving prior written approval from GVRTA's General Manager. Contractor will agree that published information on GVRTA or its program will be factual, and in no way imply that GVRTA endorses Contractor's firm, service, or product.

13. DELEGATION AND ASSIGNMENT.

This is a contract for services with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Contract without the prior written consent of GVRTA which consent GVRTA may withhold in its discretion.

Subject to the foregoing, the terms, covenants and conditions of this Contract shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Contract at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination.

15. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by facsimile or certified first class US mail, postage prepaid, addressed as follows:

Gunnison Valley RTA: Scott Truex, Executive Director, P.O. Box 39, Crested Butte, CO 81224

Contractor:

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. GOVERNING LAW.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Contract shall be in the state District Court governing Gunnison, Colorado.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Contract may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

18. ENTIRE AGREEMENT.

This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date above written.

GUNNISON VALLEY RURAL TRANSPORTATION
AUTHORITY

By: _____

Title: _____

ATTEST:

Contractor

By: _____

Title: _____