



San Miguel Authority for Regional Transportation
Board of Directors Meeting Agenda
Thursday January 13th, 2022
3 p.m.

This meeting will be held virtually:
Please join the meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/88323629417?pwd=ZnVDRHNWNlJlQ0JVUFFkcWxYZ3R2Zz09>

Meeting ID: 883 2362 9417
Passcode: 544063

Item No.	Presenter	Item Type	Topic	Packet Page #	Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2022-1, Part 1a, regarding the Review and Approval of the January 13 th , 2022 Agenda and Consent Items Resolution 2022-1, Part 1b, regarding the Review and Approval of December 9th, 2021 Meeting Minutes	5	5
3.	Averill	Discussion	Resolution 2022-2 selection of planning consultant for Seniors and Disabled Mobility Gaps Study project	6	20
4.	Distefano	Report	December 2021 Operations Update	81	10
5.	Averill	Report	Executive Directors Report	93	10
6.	All	Report	Round Table Updates and Reports	-	

GLOSSARY

5304	FTA program funding for multimodal transportation planning (jointly administered with FHWA) in metropolitan areas and States
5311	FTA program funding for rural and small Urban Areas (Non-Urbanized Areas)
5339	FTA program funding for buses and bus facilities
AAC	SMART Administrative Advisory Committee
ADA	Americans with Disabilities Act of 1990
AIS	Agenda Item Summary
CAAA	Clean Air Act Amendments of 1990 (federal)
CAC	SMART Community Advisory Committee
CDOT	Colorado Department of Transportation
CMAQ	Congestion Mitigation and Air Quality (a FHWA funding program)
DBE	Disadvantaged Business Enterprise
DOT	(United States) Department of Transportation
DTR	CDOT Division of Transit & Rail
FAST ACT	Fixing America's Surface Transportation Act (federal legislation, December 2015)
FASTER	Funding Advancements for Surface Transportation and Economic Recovery (Colorado's S.B. 09-108)
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year (October – September for federal funds; July to June for state funds; January to December for local funds)
FFY	Federal Fiscal Year
HOV	High Occupancy Vehicle
HUTF	Highway Users Tax Fund (the State's primary funding source for highways)
IGA	Inter-Governmental Agreement
ITS	Intelligent Transportation Systems
LRP or LRTP	Long Range Plan or Long Range Transportation Plan
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NAA	Non-Attainment Area (for certain air pollutants)
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
PPP (also P3)	Public Private Partnership
R3 or R5	Region 3 or Region 5 of the Colorado Department of Transportation
RPP	Regional Priority Program (a funding program of the Colorado Transportation Commission)
RSH	Revenue Service Hour
RSM	Revenue Service Mile
RTP	Regional Transportation Plan
SOV	Single Occupant Vehicle
STAC	State Transportation Advisory Committee
STIP	Statewide Transportation Improvement Program
TA (previously TAP)	Transportation Alternatives program (a FHWA funding program)
TC	Transportation Commission of Colorado
TIP	Transportation Improvement Program
Title VI	U.S. Civil Rights Act of 1964, prohibiting discrimination in connection with programs and activities receiving federal financial assistance
TPR	Transportation Planning Region (state-designated)
TRAC	Transit & Rail Advisory Committee (for CDOT)
VMT	Vehicle Miles Traveled



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**San Miguel Authority for Regional Transportation
Board of Directors Meeting December 9th, 2021 Regular Meeting
Virtual meeting minutes**

Member Directors Present: Town of Telluride –Adrienne Christy, Meehan Fee. San Miguel County – Kris Holstrom, Lance Waring. Town of Rico – Joe Dillsworth

Staff Present: David Averill and Kari Distefano (SMART).

The meeting was called to order at 3:05 p.m.

Item 1: Public Comment

No public comment was offered.

Item 2: Resolution 2021-17 Part 1a, regarding the Review and Approval of the December 9th 10th, 2021 Agenda and Consent Items and Part 1b, regarding the Review and Approval of November 11th, 2021 Meeting Minutes

Lance Waring moved to adopt Resolution 2021-17, parts 1a and 1b.

Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

Item 3: Resolution 2021-18: FY22 Mill Levy Certifications

Averill provided background on the action being requested of the Board, including the necessity of certifying the mill levy's and amounts that will be certified.

Lance Waring moved to adopt Resolution 2021-18

Adrienne Christy seconded the motion.

A unanimous vote approved the motion.

Item 4: Resolution 2021-19: Adoption of FY22 Budget/ Capital Plan and Appropriations

Averill provided background on the FY22 budget development process, significant changes to the budget (in both expected revenues and expenses) from FY21, and the FY22 Capital Plan. There was little discussion and no questions from the Board or members of the public.

Joe Dillsworth moved to adopt Resolution 2021-19

Lance Waring seconded the motion

A unanimous vote approved the motion.

Item 5: Resolution 2021-20: 2022 SMART Board Meeting Dates

Adrienne Christy moved to adopt Resolution 2021-20

Lance Waring seconded the motion.

A unanimous vote approved the motion.

Item 8: November 2021 Operations Update

Distefano presented the November Operations report. Updates were included for the SPOT project and update on the Nucla/Naturita expansion project. She also provided an overview of marketing efforts and ridership trends for the month.

Item 9: Executive Directors Report

Averill gave updates on grants, facility work, vehicle deliveries, the Meadows Underpass Project, and outside meetings.

The meeting was adjourned at 4:12 p.m.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS JANUARY 13TH, 2022 REGULAR MEETING**

RESOLUTION NO. 2022-1

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that are within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S. Title 43, Article 4, Part 6, at the general election held on November 8, 2016; and

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election; and

WHEREAS, the Board held a regular meeting on January 13th, 2022; and

WHEREAS, Section 3.09 of the SMART IGA requires all actions of the Board to be taken by written resolution; and

WHEREAS, the Board desires to take action on certain items set forth below in accordance with the SMART IGA.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AS FOLLOWS:

1. At its January 13th, 2022 regular meeting the Board took action on the following:
 - a. Approval of the January 13th, 2022 meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the December 9th, 2021 regular meeting (Exhibit B)

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS JANUARY 13TH, 2022.

Kris Holstrom, Board Chair

ATTEST:

David Averill, Executive Director

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AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
January 13 th , 2022	2	D.Averill
Objective/Requested Action		
Action is requested by the Board to approve entering into an agreement with Fehr and Peers as the selected vendor to provide professional services for the Senior and Disabled Mobility Gaps project on behalf of SMART.		Report Work Session Discussion X Action
Key Points		
SMART released a request for proposals (RFP 2021-2) for assistance in undertaking a Seniors and Disabled Mobility Gaps Study. The RFP was released on October 20th, 2021. Direct notice of this bidding opportunity was sent to ten firms that were identified as potential proposers for the project. As a result of this solicitation SMART received four responsive proposals to the RFP. The RFP review committee reviewed the received proposals and is recommending that SMART enter into an agreement with Fehr and Peers for this project.		
Committee Discussion		
The RFP Evaluation Committee consisted of SMART Staff - David Averill and Kari Distefano. This RFP process was undertaken in accordance with the SMART Procurement Manual. In the end, the review committee was in agreement that the Fehr and Peers proposal was complete, that it was responsive to the RFPs stated criteria, that the firm and identified project personnel were qualified to undertake the work, and that the proposed timeline was acceptable to SMART.		
Supporting Information		
NA		
Fiscal Impact		
Total cost of the project is \$48,000, with \$38,400 being covered by a CDOT administered 5304 program planning grant. The remaining amount will be covered by SMART local funds.		
Advantages		
Fehr and Peers experience with similar projects and their familiarity with SMART and communities within its service area are seen to be the biggest advantages to SMART.		
Disadvantages		
None noted.		
Analysis/Recommendation(s)		
Based on Staff review of the proposal, and the RFP review committee recommendation, it is recommended that the Board approve the selection of Fehr and Peers as the consultant for the Senior and Mobility Gaps Study project.		
Attachments		
Attachment A – SMART RFP 2021-2 Attachment B – Fehr and Peers proposal Attachment C – Contract with Fehr and Peers for professional services		



Request for Proposals #2021-2

*For Consultant Services in Support of the Development
of a Senior & Disabled Transit Service Roadmap*

Released October 20th, 2021

The San Miguel Authority for Regional Transportation (dba SMART) is seeking a qualified consultant or team of consultants to aid in identifying gaps in specialized service provisions and outline the service needs, operational and capital requirements, feasibility, and implementation roadmap for Senior and Disabled Transit services in the SMART service area encompassing areas of San Miguel, Dolores, and Montrose Counties in Colorado.

This Roadmap is intended to analyze the current transit environment, interview key stakeholders, and suggest a final service design that provides low-income rural seniors and disabled individuals access to activities of daily living that are critical to maintaining their independence and ability to age and thrive “in place.” A Final Roadmap Report will identify a service design that may include fixed-route, flex-route, demand-response, volunteers, transit vanpools or a hybrid service that would best serve the needs of our older adult and disabled populations.

I. ABOUT SMART

SMART is a Regional Transportation Authority as defined under Colorado Statute. SMART was formed in November of 2016 by a vote of the residents of Telluride, Mountain Village, and the Telluride R-1 School District in San Miguel County. Rico, in Dolores County was added in January of 2020. SMART is currently funded by a .25 cent sales tax and .75 mil levy collected in these jurisdictions.

Most of the SMART ridership is served via regional fixed route, traditional bus service connecting the greater Telluride region. These routes operate daily and provide regional service for commuters to and from Telluride. Little to no specialized services exist outside of this traditional, fixed route service despite the need for special transit services increasing across the region. It is widely known that specialized service delivery gaps exist in our rural region, especially for older residents who are aging in place and have limited or no mobility options. Some service-based organizations operate innovative, specialized transportation services to disadvantaged groups but sustainable, coordinated transit solutions continue to elude the region.

This planning effort will identify funding mechanisms and opportunities along with other critical components that will comprise a sustainable and successful rural specialized transit service. SMART invites qualified firms to submit a proposal that will help SMART and its regional planning partners determine the best path to develop and launch a transit service designed to increase access for area seniors and disabled individuals who otherwise would not have access to activities of daily living such as grocery shopping, non-emergent medical care, social interaction, banking, etc.

II. SCOPE OF WORK

Project Goals and Purpose

The goal and purpose of this project is to develop a service roadmap that outlines the feasibility and suggested service design for a sustainable senior and disabled transit service.

Expected Outcomes

The project will result in the development of an actionable Roadmap and service design based on stakeholder input that includes the financial and resource analysis of regional healthcare, senior and social service agencies, volunteer groups and transit providers.

Project Tasks

Task 1: Geographic/Demographic Review: The success of the project hinges on how various transit options fulfill the needs of our regional senior and disabled populations. To ensure local bias is removed from the planning of this service the selected firm will be required to conduct extensive analysis of the regional demographic make-up of our aging and disabled population, existing transit options, gaps in transit services and projected transportation needs of our seniors and more as directed.

Task 1 Work Product: This work product will be a written memorandum with data collected from research, interviews and other collection methods from local constituents, steering committee representatives, databases, etc. outlining the current and projected transit environment.

Phase 2: Operational/Route Review: The selected firm will undertake analysis (potentially including modeling and route simulations) that identifies options that efficiently operate across our geographically dispersed, rural region.

This analysis will include, at a minimum:

- Multiple route options (Fixed, flex, volunteer based, van pool, etc.) that fulfill the daily activity requirements of mobility-challenged and seniors. Each route should include:
 - Estimated operating costs
 - Ideal stops with measurable distance to the entrance of community services (i.e., grocery stores, hardware store, medical center, community center)
 - Proposed fare prices
 - Possible timetables
 - Number and type of required vehicles and associated capital costs
 - Trip Dispatch solutions collecting and analyzing reimbursable trips (NEMT) versus trips for other activities
 - Locations for maintenance and service of vehicles used in delivery of the proposed service(s)

Phase 2 Work Product: The work product from this phase will be a written technical memorandum of possible service designs, routes, timetables, vehicle types and their corresponding strengths/weaknesses. An overall ranking system should be used to help determine the best service, if possible.

Phase 3: Financial/ Economic Analysis:

This phase will require an economic analysis of each proposed route/services operational costs and possible reimbursement mechanisms. The analysis should include the following:

- Detailed operating costs by proposed route/service
- Proposed solutions to submitting reimbursable claims for NEMT
- Possible local, state, national funding for future service
- Return on investment that proposed routes may provide to the impacted municipalities if the proposed route were implemented

Phase 3 Work Product: The work product from this phase will be a detailed economic analysis of each of the proposed service designs/routes from Phase 2. This phase should also consider the economic benefit each proposed system would have on the region.

Phase 4: Inter-agency partnership

This phase will require analysis on the best role for each participating senior service agency as to

efficiently distribute roles based on the composition, strengths, knowledge, and resources of each agency. Analysis should include:

- Strength and assets of each agency
- Key resources of each agency
- Possible roles for each partnering agency
- Suggestions for leveraging local partnerships in the future

Phase 4 Work Product: The work product of this phase will be a written memorandum identifying the possible roles of each steering committee member in addition to the suggestion and rationale that each agency should plan to efficiently launch the proposed service design.

Phase 5: Final Report

The consultant will compile a written report compiling the analysis, recommendations, and regional partner discussions from Phase 1-4 into a plan or Roadmap for Senior and Disabled Service implementation.

Phase 5 Work Product: This work product shall be a written report compiling all previous memorandums, analysis, findings, and documentation, as well as a summarized list/roadmap the top 3 proposed routes and the rationale the firms used to support their conclusions.

III. TIMELINE, SCHEDULE AND BUDGET

SMART RFP 2021-2 Selection Process Timeline

Milestone	Date
RFP released	October 20th, 2021
Questions/Inquiries Due	November 3rd, 2021
Responses to Questions released	November 10th, 2021
Proposals Due	December 1st, 2021
Complete Proposal Evaluations	December 15th, 2021
Recommendation of Contract Award to SMART Board of Directors	Tentatively January 13 th 2022
Final Award Notification	Tentatively January 14th, 2022
<i>*The SMART December Board meeting may be rescheduled for a different date</i>	

PROJECT SCHEDULE

SMART Senior & Disabled Service Roadmap – Broad Project Timeline*

Milestone	Estimated Date
Consultant work begins with reception of Notice to Proceed and Consultant contract execution:	January 14th, 2022
Consultant Research and Background Work	January – February 2022
Creation of detailed work plan for development of service scenarios, public input, and stakeholder engagement	January – February 2022
Consultant site visit:	March 2022
Update Board of Directors on draft scenarios and public input	April and May 2022 (virtual meetings, most likely)
Final strategic roadmap and service design completed and published	June 2022
Final plan presentation to Board of Directors	June or July 2022, depending on timeline
Chosen service plan implementation process begins	Calendar year 2023, subject to budget appropriation

**timeline is subject to CDOT approvals and contract negotiations with successful bidder*

BUDGET

This project will have a total budget of \$45,000 with 80% State and 20% Local split. \$38,400 will be provided from CDOT administered FTA section 5304 grant funds and \$9,600 will come from SMART.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

REVIEW AND REQUEST FOR CLARIFICATIONS

Inquiries, questions and requests for clarification on this RFP are to be directed in writing (email preferred) by 5pm on November 3rd, 2021 to:

David Averill, Executive Director, SMART
Email: david.averill@smarttelluride.com
Mail: PO Box 3140, Telluride CO 81435

All questions and answers, as well as any addenda pursuant to these requests will be sent by email to the bidder's list by 5:00pm on November 10th, 2021 as well as posted to SMART's website at www.smarttelluride.com by end of business the same date.

PROPOSAL FORMAT

Proposals that omit any information or do not use the format requested may result in disqualification. At a minimum, all submittals should include the following:

- a. Cover Letter
A cover letter expressing the firm's interest in working with SMART and general information on the firm to include identification of the principal individual(s) that will provide the requested service.
- b. Introduction
Introduce company and staff, including awards, certifications, education.
- c. Qualifications
Explain the expertise of the consulting team, including roles or experience of key personnel to be assigned to this project. Also include examples of comparable projects completed in the past 5 years, with references for each project. References must include a contact name, current telephone number, and email address. Please outline any specific experience related to rural and regional transit systems. Also include any knowledge or applicable experience with regional transportation authorities.
- d. Statement of Work and Project Approach
Provide a description of the understanding and approach to the project and anticipated project deliverables. Describe the type and level of support required / expected from SMART throughout the project. Include an explanation of any variances to the proposed scope of work as outlined in the RFP, which could be accepted if they will result in a more effective, innovative, or accurate final product.
- e. Timeline
Outline the proposed phasing and completion schedule. Explain any significant deviations from the timeline outlined in Section III "Timeline and Schedule."
- f. Travel Proposal
Outline any proposed travel, including suggested dates and costs.
- g. Costs
Outline the estimated total budget, based on the proposed scope of services. Include a summary of estimated labor hours and fee schedule by task. Identify project team members and number of hours performed by each team member by task.
- h. Completed Appendix A – Federal Transit Administration and Colorado Department of Transportation Required Contract Clauses

Appendix A contains federal requirements that must be agreed to and included with all proposals submitted.

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals are due by 5 p.m. on December 1st, 2021.
Proposals must be submitted by email or surface mail to:

David Averill, Executive Director, SMART
Email: david.averill@smarttelluride.com
Mail: PO Box 3140, Telluride CO 81435

If submitting proposals electronically and the submittal was received successfully, you will receive a confirmation from Mr. Averill. If you do not receive a confirmation email upon submittal or the file size of attachments is too large for submission by email, please contact Mr. Averill at the above email address to receive alternative submittal instructions.

V. EVALUATION CRITERIA

A selection committee will convene to review all proposals and select a firm. The following is a list of weighted criteria that will be used to evaluate proposals:

1. Project understanding and ability to meet or exceed requirements within the stated budget	25%
2. Creativity and clarity of suggested approach in the proposed scope of services	25%
3. Related experience and staff qualifications	20%
4. Cost*	20%
5. Completion Timeline	10%

**Proposal award will not be based solely on low price, but the overall best value to SMART in conjunction with all evaluation criteria.*

The evaluation committee may determine that interviews by phone are required to make a final decision. If so, phone interviews will be completed by December 5th, 2021.

VI. RESPONDENT CERTIFICATION

By submitting a response to this RFP, the respondent affirms and certifies its awareness and agreement to the content of this RFP and all provisions contained herein. Each respondent further certifies that its proposal has been properly executed by an authorized company officer, and that the respondent is bound by the content of its proposal.

SMART RFP #2021-2 APPENDIX A:
FEDERAL TRANSIT ADMINISTRATION AND COLORADO DEPARTMENT OF TRANSPORTATION REQUIRED
CONTRACT CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES No Obligation by the Federal Government.

- (1) 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307)

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) 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.
- (2) 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.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

(49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17)

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

4. **FEDERAL CHANGES**

(49 CFR Part 18)

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.

5. **CIVIL RIGHTS REQUIREMENTS**

(29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

(FTA Circular 4220.1E)

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 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION REQUIREMENTS

(42 U.S.C. 6321 et seq. 49 CFR Part 18)

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(49 CFR Part 26)

Disadvantaged Business Enterprises

a. 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%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as San Miguel Authority for Regional Transportation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from San Miguel Authority for Regional Transportation. In addition, the contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify San Miguel Authority for Regional Transportation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

9. TERMINATION

(49 U.S.C. Part 18 FTA Circular 4220.1E)

- a. **Termination for Convenience (General Provision)** The (Recipient) 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 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** 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 (Recipient) 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 (Recipient) 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 (Recipient), 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.
- c. **Opportunity to Cure (General Provision)** The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.
- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor

shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of

termination. If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 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 San Miguel Authority for Regional Transportation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to San Miguel Authority for Regional Transportation, 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.

Acknowledgment

Signature_____ Date_____

Request for Proposals #2021-2
For Consultant Services in Support
of the Development of a

Senior & Disabled Transit Service Roadmap

Submitted on

December 1, 2021

Submitted to

David Averill
Executive Director
San Miguel Authority
for Regional Transportation
david.averill@smarttelluride.com
PO Box 3140
Telluride, CO 81435

Submitted by

Fehr & Peers
518 17th Street
Suite 1100
Denver, CO 80202





1 December 2021

David Averill
Executive Director
San Miguel Authority for Regional
Transportation (SMART)
PO Box 3140
Telluride, Colorado 81435

**Subject: Proposal in response
to SMART Request for
Proposal (RFP) #2021-2,
Senior & Disabled Transit
Service Roadmap**

**“Fehr & Peers staff were
professional, timely and
on task. Our project
was a big success
thanks in large part to
their involvement”.**

**Katy Mason, Program
Coordinator, Larimer
County Department of
Human Services, Office
on Aging**

Dear Mr. Averill:

Fehr & Peers is pleased to submit our proposal for the San Miguel Authority for Regional Transportation (SMART) Senior and Disabled Transit Service Roadmap that will consider the feasibility and service design for expanded mobility and access across SMART’s regional service area for those who need it most.

We believe our team is best positioned to help SMART understand existing gaps in senior and disabled transportation, develop and evaluate creative service delivery options, and define a clear and achievable implementation path accounting for financial and operational sustainability.

Our proposed approach starts with grassroots outreach to the communities served by SMART bolstered by demographic analytics to understand needs and opportunities. We then build a range creative transit options that we apply tactically to the identified opportunities with associated costs, performance, and partnerships required. The culmination of our approach is a graphical, easily understood roadmap with phasing, timelines, and activities clearly identified.

Our team will leverage its unique local knowledge, broader regional experience, and depth of experience with similar project scopes. We offer the following benefits:

- **Experience with SMART and its service area.** We bring a unique perspective to this project gained from our project manager’s work on SMART’s recent Strategic Operating Plan and Fehr & Peers’s ongoing work with All Points Transit.
- **Statewide experience addressing senior/disabled transit needs.** Fehr & Peers has recently assisted other Colorado communities with similar transportation planning projects, including Grand Junction, Fort Collins, Summit County, Eagle County, Larimer County, and Denver, among others.
- **Uniquely qualified project manager.** In addition to Jason Miller’s history helping SMART, he brings lived experience developing and expanding rural, regional transit services for older adults and those with mobility challenges in a similar environment. This experience was gained from 12 years spent as Executive Director of Mountain Rides Transportation Authority, which provides transit services to the rural communities of Blaine County, Idaho.
- **Team subject area depth.** On our team is Patrick Picard, who led the development of the Coordinated Human Services Transportation



Plan for Mesa County (CO) and was involved with the CDOT Statewide Transit Plan. Also on the team is Krystian Boreyko, who is currently helping lead the development of flexible on-demand solutions for All Points Transit and previously worked for Easter Seals Project Action providing ADA travel training and technical assistance.

- **Focus on consensus building and partnerships.** Our team brings a keen awareness of the challenges of implementation to every service planning project we undertake. We understand that for new services to move from planning to implementation, there must be robust community outreach incorporated in the planning process from the beginning of the project. We know that bringing the community along through listening, dialogue, and education builds consensus around solutions. When coming from a place of consensus and mindset of partnerships, community partners will be eager to help support, market, and shape the recommended transit service alternatives. The end result is community momentum around a shared vision that ensures long-term success and viability of new services.

Our vision for delivery of this project is to:

- ✓ Start with a clear understanding of the needs through demographic analysis and targeted community engagement.
- ✓ Develop an innovative and flexible toolkit of transit solutions that can be scaled, adapted, and tailored to each community and/or target user.
- ✓ Understand how to efficiently deliver service that is sustainable over the long-term through possible partnerships, unique funding opportunities, and creative transit options.

We look forward to discussing the project further with you. Thank you for this opportunity to serve you as your trusted partner.

Sincerely,

Fehr & Peers

Charles Alexander, PE, AICP
Principal
Denver Office Leader, Fehr & Peers
518 17th Street, Suite 1100
Denver, CO 80202

Jason Miller
Project Manager
720-420-1204
j.miller@fehrandpeers.com

“I’ve had a great experience working with Fehr & Peers since 2011. I have found them to be creative, have a well-informed, deep “bench”, they understand my constituents and work hard to be flexible. All those traits help me tremendously as we continue to adapt to changing technologies and a changing environment.”

**Lynn Rumbaugh,
Transportation Manager,
City of Aspen**

Introduction and Project Understanding

Expanded Transit Options for Those Who Need Them Most

Fehr & Peers understands that an implementable, fundable, and locally derived SMART Senior and Disabled Transit Service Roadmap must:

- Facilitate increased accessibility and equity for vulnerable and underserved community members.
- Be a model for how to use transportation policy and programming to help people access critical resources for improving stability and well-being.
- Leverage and align with the goals and strategies of the recently completed Gunnison Valley 2045 Regional Transportation Plan, as well as the 2019 SMART Strategic Operating Plan.
- Engage the community creatively, comprehensively, and inclusively.
- Break down barriers to seamless, integrated travel across various modes and providers.

Throughout the planning process, we will be asking and answering key questions such as:

- What are the travel needs, regardless of geographic or political boundaries, and how are these needs likely to change in the future?
- What are the barriers to coordinated service delivery?
- Who is not at the table and should be?
- What is the perspective of people who need services and what is their current travel experience?

We understand the local context for this study and the importance of setting an innovative, opportunistic, and realistic course. We realize that this plan has the potential to significantly improve the lives of residents within SMART's service area, and we want to develop a plan that facilitates deepening community impact. We know that regional cooperation and collaboration is key to this effort, and we are experts at fostering stronger partnership relationships as a key study outcome.

Going forward, SMART will need to be nimble and agile, as ridership, funding, and local transportation needs will continue to be uneven due to the impacts of COVID-19. Fehr & Peers understands we must provide a future proofed Roadmap that has adaptive service scenarios and phased implementation.

Goals of the Project

EXPAND MOBILITY AND ACCESS

This planning process provides the opportunity to work with a variety of local stakeholders to actively plot a future that addresses the transportation challenges many residents in the SMART service area encompassing areas of San Miguel, Dolores, and Montrose Counties in Colorado residents face on a daily basis. This Roadmap offers a renewed ability to:

- Review and assess the spectrum of human service and public transportation services offered in the area.
- Assess the transportation needs of older adults, people with disabilities, and others in the community with mobility challenges.
- Gain consensus on transportation priorities.
- Further detail strategies and potential projects for addressing identified gaps and approving efficiencies of services.
- Explore new options for improving coordination of transportation services.
- Evaluate current organizational structures to facilitate coordination efforts and lead plan updates.
- Foster new partnerships.
- Educate decision makers, elected officials, and others regarding unmet transportation needs in the community.
- Ensure community service providers are aware of existing and future transportation resources.
- Incorporate other transportation plans and studies.

FOCUS ON GROUPS WITH UNIQUE CHALLENGES SUCH AS OLDER ADULTS AGING IN PLACE

Throughout America, older adults are facing transportation needs and challenges as they seek to stay in their communities where they have lived and worked throughout their lives. These transportation needs and challenges are more acute and significant in rural areas, such as those served by SMART, where public transit options are non-existent or very limited. At Fehr & Peers, our Denver team has worked on, or is working on, similar projects focused on solving the aging in place challenge through bolstering transit such as the Larimer County Senior Transportation Needs Assessment, the Summit Stage Equity and Access Roadmap, the All Points On-Demand Transit Study, the Moab Transit Implementation Study, and the Eagle County (ECO Transit) First and Last Mile Strategy Study. We believe that increasing public transportation options in rural areas can have the highest positive impact on public health outcomes through increases in reliable access to public health services, better mental health through enhanced ability to move around the community, and increased quality of life through being able to age in place.

INVOLVE EXTENSIVE COMMUNITY OUTREACH AND LOCAL STAKEHOLDER INPUT

In a project area such as SMART's where the needs are localized and the typical census data sources are lacking in providing enough community-level detail, it will be critical to incorporate grass-roots community outreach and stakeholder engagement that meets people where they are. Fehr & Peers proposes going beyond the data to hear from people firsthand about their mobility challenges through both in-person and virtual engagement. We believe it is critical to learn directly from local seniors, individuals with disabilities, representatives of public, private, and non-profit transportation providers, and other members of the public involved in human service transportation services.

Human service agencies, private transportation providers, elected officials, workforce development agencies, aging service providers, disability service providers, disability advocacy organizations, and many others will be a critical component of the planning process. The project team will work with SMART to ensure there is an appropriate and effective stakeholder outreach process to ensure diverse and representative community involvement.

ENHANCE COORDINATION OF NEW AND EXISTING HUMAN SERVICES TRANSPORTATION

One of the best ways to improve human service transportation services is to build stronger partnerships and enhance coordination among existing providers. Therefore, we will design potential transit solutions with the existing providers in mind, leveraging their strengths including service footprint, staff expertise, fleet mix, and facility locations. We recognize that coordination itself is not the goal; rather, it is one of the significant tools we can use to meet the overarching goal of improved mobility for older adults and people with disabilities.

SUPPORT CURRENT AND FUTURE COORDINATION AND MOBILITY MANAGEMENT EFFORTS

A particular focus through the planning process will be on mobility management, the approach for managing and delivering coordinated transportation services that embraces a "full family" of transportation services, emphasizes movement of people through a wide range of providers and services, and makes more efficient use of transportation resources.



Unique Considerations of the SMART Service Area

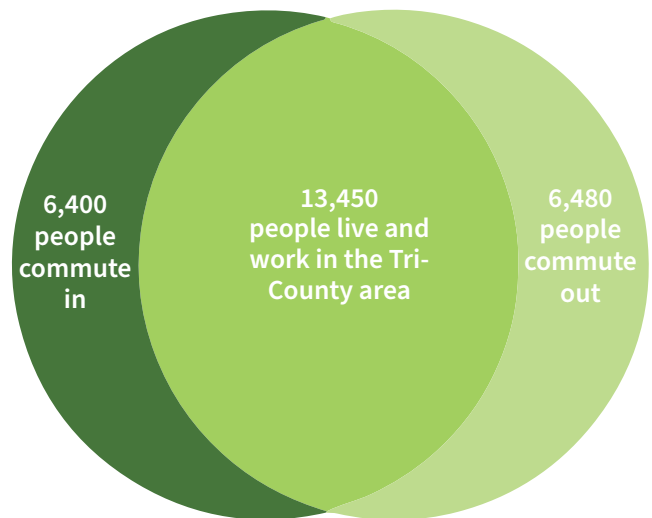
The SMART service area is home to a unique set of communities where people of all ages and abilities live and work. We broadly understand the challenges residents of Colorado's rural communities face traveling to community resources and have assessed some of specific characteristics and needs in Dolores, Montrose, and San Miguel Counties (the tri-county area).

STUDY AREA TRAVEL MARKET

The demographics of the tri-county study area demonstrate the need for specialized transit services. Across the 53,000 people residing in Dolores, Montrose, and San Miguel Counties, 7.3% are persons with disabilities (the highest share is in Montrose County with 10.3%) and 22% are 65 years of age or older, which is higher than the national share (16.5%). Labor force participation in Dolores and San Miguel Counties is lower than the national average at approximately 56%, and median household income is also lower in the two counties than the national average (26% lower in Dolores County and 20% lower in San Miguel County). These indicators suggest that the SMART study area is home to a relatively high share of people who may face barriers to independent travel, may not have access to a vehicle, and whose transportation needs go beyond commute trips.

DISPERSED WORK OPPORTUNITIES

Of the approximately 20,000 people who work in the tri-county area, 32% live outside of the study area. This suggests people with limited mobility or without access to a vehicle are heavily constrained in their choice of where to work. Moreover, approximately 45% of workers in the study area have commutes that are over 10 miles long, which underscores both the need for regional transit service and the challenge of providing origin to destination connections for those who cannot independently navigate the first and final mile of a trip.



Data: US Census Bureau, American Communities Survey 2019



7.3%
of residents
under 65 have
a disability



22%
of study area
residents are 65
or older (vs 16.5%
nationally)



56%
Low labor force
participation (56%
in Dolores and San
Miguel Counties)

Data: US Census Bureau, Population Estimates Program, County Business Patterns, and American Communities Survey 2019

ACCESSING KEY DESTINATIONS

Community resources like medical services, education, and shopping in the SMART service area are concentrated in limited areas. The dispersed nature of the population makes it especially challenging for members of the older adult or disability community who do not have a vehicle to access destinations like the Telluride Regional Medical Center, San Miguel Department of Social Services, or the employment and shopping hub of Montrose. Residents of Rico, for example, may need to access services in Telluride, but relying on the once daily round trip on the existing regional route can be a significant barrier. Data collection efforts for the Senior and Disabled Transit Service Roadmap will focus, in part, on developing a full inventory of the key destinations that older adults and people with disabilities are seeking to access on a daily basis. This information will

allow us to envision a service model that meets the mobility needs of older adults and people with disabilities living in communities along existing routes like Naturita, Norwood, and Placerville.

TAILORING DATA COLLECTION TO SMART'S NEEDS

In order to be effective, the Senior and Disabled Transit Service Roadmap must be informed by an in-depth understanding of the target population's needs. To gain this understanding, the Fehr & Peers team will coordinate directly with human services providers in the tri-county area to conduct both qualitative interviews on client population transportation needs and a data-driven exercise of crowd sourcing specific transportation challenges with an interactive map tool (example shown below).



Firm Overview

Fehr & Peers

Fehr & Peers has a project team with deep local experience and subject matter knowledge. We will leverage our experience and team to create a strong, locally focused Senior and Disabled Transit Roadmap.

Fehr & Peers

Transportation planning has been a core service of Fehr & Peers since our founding in 1985. Over

the past 35+ years, we have worked on creative public outreach, service planning, implementation strategies, funding plans, and coordination studies across Colorado and the United States and in communities large and small. At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. Clients trust us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to

deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, we actively listen to client and community needs and handle every project with diligence and focus.

We differentiate ourselves by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. Our culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates us to explore emerging transportation concepts and mobility trends, and inspires us to develop new analytical tools and techniques. As we grow, our commitment to inclusive, local, and long-term community relationships remains central to our philosophy. Many of our client relationships are decades long, built on years of listening, understanding, collaboration, and

successful outcomes. Our clients have appreciated our long-term commitments to the communities we serve, trusting us as their objective partners in transportation. Together with our clients, we are motivated by shared success, inclusive partnerships, and the positive impact our work has on the communities we serve.

LOCAL EXPERIENCE

Through our firm's and team members' experience working in San Miguel County, Mesa County, Grand Junction, the Grand Valley region, and the surrounding regions including Montrose, we know that SMART has a large rural area with diverse transit needs. Building new specialty transit services for older adults and people with disabilities will be a unique challenge that will be made easier by the existing relationships and local perspective that our team brings.

FOCUS ON INNOVATIVE SERVICE DELIVERY

Fehr & Peers has been a leader in Colorado and Utah in helping communities provide new or enhanced transit services using innovative service delivery models including:

- ✓ Microtransit
- ✓ Technology-enabled flexible fixed routes and demand response
- ✓ Agency partnerships with TNCs
- ✓ Autonomous shuttles
- ✓ Micromobility
- ✓ Curbside management planning
- ✓ Shared vehicles with volunteer drivers



New microtransit service designed by Fehr & Peers (including all service planning, as well as service name, logo, branding, and vehicle design) launched in October 2021 in Denver's Montbello neighborhood

Client Satisfaction

We survey each client and are constantly striving to identify ways we can strengthen our capacity to achieve our core mission: developing effective and innovative transportation solutions that improve communities.

OUR 2020 CLIENT SURVEY RESULTS

Clients said we met and exceeded expectations:

98%

IN VALUE

98%

IN QUALITY

97%

IN SERVICE

98% SAY THEY WOULD USE US AGAIN

Qualifications - Team

Our Team Structure

To develop an innovative and achievable Senior and Disabled Transit Roadmap, Fehr & Peers has assembled a Colorado-based team of outreach specialists, human service planning enthusiasts, and implementation experts. This team has the necessary deep knowledge to work through the technical, financial, and coordination issues that must be considered when translating a vision into a series of actionable steps.



SMART Board of Directors

SMART
Executive Director

Jason Miller
Project Manager

Charlie Alexander, PE, AICP
Principal-In Charge

Patrick Picard, AICP
Senior Transportation
Planner

Krystian Boreyko, AICP
Transportation Planner

Sydney Provan
Community Outreach

Allee Nesbitt
Graphic Designer
and Administrator



JASON MILLER
Project Manager

YEARS OF TRANSIT EXPERIENCE: 18

RTA EXPERIENCE: 12 years as Executive Director of an RTA. Previous experience helping SMART.

Jason is a Senior Associate and Transit Planner at Fehr & Peers's Denver Office. With over 18 years of public transportation planning experience, 12 of which were as the Executive Director of Mountain Rides Transportation Authority in Ketchum/Sun Valley Idaho, a regional provider of multimodal transportation, Jason has direct agency experience developing and implementing new services for target populations such as older adults and people with disabilities. Jason knows how to balance lofty vision with practical implementation strategies, and he has a long track record of transportation planning centered around innovation, efficiency, cooperation, strategic use of technology, and incorporation of emerging mobility concepts. He has a depth of experience planning, developing, and implementing effective transportation solutions that match travel markets with the most productive and seamless service options. He has a keen awareness of how to build context-sensitive solutions that meet the goals of the community, stakeholders, and local decision makers, with unique insights into the challenges of rural transit delivery.

Recent comparable projects for Jason include: All Points Transit On-Demand Transit Study (Project Manager, ongoing); Summit Stage Equity and Access Study (Project Manager, 2021); Moab Transit Implementation Study (Project Manager, 2021); Carbon County, MT Senior Transit Implementation Plan (Project Manager, 2018); Summit Stage Short Range Transit Plan (Project Manager, 2020); Western San Luis Valley Rural Transit Study (Senior Associate, 2019).

JASON'S AREAS OF COMPETENCE

- Human service transit planning and provider coordination (firsthand)
- Transit service planning and emerging mobility solutions
- Creative funding to support new service development
- Implementation strategies centered around coordination and partnerships
- Stakeholder engagement



CHARLIE ALEXANDER, AICP, PE
Principal-In-Charge

YEARS OF TRANSIT EXPERIENCE: 14

RTA EXPERIENCE: Projects with RTD, RFTA, Tri-County Transit (CA), YARTS (CA)

Charlie is a Principal and the Office Leader of Fehr & Peers's Denver office. His project experience includes transit planning, parking planning, complete streets planning and design, multimodal safety, travel demand forecasting, traffic operations, and traffic engineering design projects. Charlie applies this diverse experience to projects that require complex transit, auto, pedestrian and bicycle solutions; consent-building around modal tradeoffs; and strategic stakeholder and community engagement.

His involvement in transit planning work began in Fresno, California, where he worked with Fresno COG, Yosemite National Park, Sequoia National Park, and other local stakeholders to plan fixed-route transit from Fresno to each of the parks. Since then, Charlie has either managed or overseen transit work in Colorado including long-range planning for the City of Durango, the SH 119 BRT Study, the GoCentennial Pilot, and BRT planning for the West Elizabeth Street and North College Avenue corridors in Fort Collins, East Arapahoe Avenue in Boulder, and Colfax Avenue in Denver. Charlie is a registered Professional Engineer in seven states and is certified by the American Institute of Certified Planners (AICP).

CHARLIE'S AREAS OF COMPETENCE

- Transit planning
- Transportation strategy
- Stakeholder and public engagement
- Urban mobility



PATRICK PICARD, AICP
Senior Transportation Planner

YEARS OF TRANSIT EXPERIENCE: 8

RTA EXPERIENCE: Projects with RFTA, RTD, and GVT

Patrick is a Senior Transportation Planner at Fehr & Peers with eight years' experience with multimodal transportation planning efforts throughout the western United States. He balances a strong ability to complete technical analysis with public speaking, writing, and presentation skills, which makes his recommendations comprehensible to planners, engineers, the public, and decision makers. Patrick's experience in transportation planning efforts includes a diversity of projects ranging from bicycle planning, transit planning, travel pattern studies, Big Data analysis, and community transportation master plans.

Recent comparable projects for Patrick include: Loveland Transportation Master Plan (2020), Fort Collins Transit Plan (2018), CU Boulder Transportation Master Plan (2019), Durango Long Range Transit Plan (2018), and the CDOT Statewide Transit Plan (2019). Most recently, he led the development of the Coordinated Human Services Plan for Mesa County (Grand Junction, 2019).

PATRICK'S AREAS OF COMPETENCE

- Long-range multimodal planning
- Travel pattern studies
- Land use and transportation
- Multimodal integration



KRYSTIAN BOREYKO, AICP
Transportation Planner

YEARS OF TRANSIT EXPERIENCE: 5

RTA EXPERIENCE: Project with GVT

Krystian is a Transportation Planner with a focus on making multimodal travel more equitable in all communities. Krystian has worked on a range of transportation projects from mobility studies to transit projects with a focus on identifying enhancements for improving the travel experience of older adults and people with disabilities.

Krystian is currently the Deputy Project Manager for the All Points On-Demand Study and recently supported the Summit Stage Equity and Access Study and the Montbello Microtransit Implementation Plan. Prior to joining Fehr & Peers, Krystian was an ADA technical assistance provider to transit agencies and human service transportation providers.

KRYSTIAN'S AREAS OF COMPETENCE

- Safe Routes to School and youth transportation
- Creative public engagement
- GIS mapping and spatial analysis
- Transit analytics



SYDNEY PROVAN

Transportation Planner

YEARS OF TRANSIT EXPERIENCE: 3

RTA EXPERIENCE: Projects
with GVT and RTD

Sydney Provan is a Transportation Planner in Fehr & Peers's Denver office. Sydney has worked on several transit-focused projects throughout the state. Sydney helped lead the Summit County Equity and Access study which identified improvements to Summit Stage service, marketing, and training, to improve transportation access to people who face the greatest barriers to reliable transportation. This project relied heavily on community input and partnerships with community organizations who work with populations within Summit County, such as lower-income households, older adults, people with disabilities, Spanish speakers, and youth.

Sydney is currently Deputy Project Manager on a transit feasibility study in Lake County. This study is looking at what type of transit service could operate in Lake County to meet the diverse needs and unique geography of the county. A future transit network will need to balance providing transportation to the general public while serving populations in the county who currently have challenges accessing reliable transportation. Before her position at Fehr & Peers, Sydney gained experience in transit equity research, land use planning, research, and data analysis at the regional scale, and report design.

SYDNEY'S AREAS OF COMPETENCE

- Research and analysis
- Data collection and stakeholder interviews
- Web mapping for public outreach
- Report writing and design



ALLEE NESBITT

Graphic Designer & Administrator

YEARS OF TRANSIT EXPERIENCE: 5

RTA EXPERIENCE: Projects
with GVT, RTD, and RFTA.

Allee is a Graphic Designer whose work focuses on public-facing visual communications spanning a variety of media from reports and data visualization to interactive maps and project branding. She brings creative thinking paired with logical roots to every project she touches. Allee has many years of experience in design and is passionate about the value of engaging clients and public audiences with visuals that are creative, captivating, and convey the project's message in a powerful way. Allee recently worked on designing the logo, branding, and vehicle design for the worked City and County of Denver's new microtransit program in the Montbello neighborhood.

ALLEE'S AREAS OF COMPETENCE

- Visual Communications
- Brand Management
- Report Layout and Design
- Community Engagement Collateral










Qualifications - Project Examples

Select Project References

Fehr & Peers is excited to leverage its depth of recent experience with similar studies, performed by our Denver office, for the benefit of the rural areas served by SMART.

FINAL RECOMMENDATIONS 1. DIFFICULTY ACCESSING BUS STOPS

Bus stops are either not located near people's origins and destinations or there are physical barriers that make it challenging or uncomfortable to access a bus stop. Community members identified the locations where new stops or improved access to stops are needed.

Category	Recommendation	Time Frame	Relative Cost	Ease of Execution	Next Steps	Partners
	New Stops at: <ul style="list-style-type: none"> Swan Mountain Village Dillon Valley East Clubhouse Mountain View Village Mobile Home Community (stops on both side of US-24) Lake Fork Mobile Home Community Fairplay Mobile Home Park Coyne Valley Road & Highway 9 (CMC and future non-profit campus) West Hills/Village at Wintergreen in Keystone Colorado Mountain College Leadville Leadville Hospital 		\$\$\$		<ol style="list-style-type: none"> Coordinate with local jurisdictions to determine stop placement. Assess and revise schedules for routes where stops would be added. 	Local jurisdictions, CDOT, Property Management Companies
	A controlled or separated crossing at the Revette Drive & Highway 9 stop (Frisco-Breckenridge Route).		\$\$\$		Signal warrant analysis or grade separated crossing study.	CDOT
	Conducting a first/last mile study of existing bus stops to identify all barriers along with a prioritized list of opportunities for mitigating the issues.		\$\$\$		Identify whether Summit Stage has the capacity to conduct a study or whether external support is needed.	Lake County, Local Jurisdictions

5

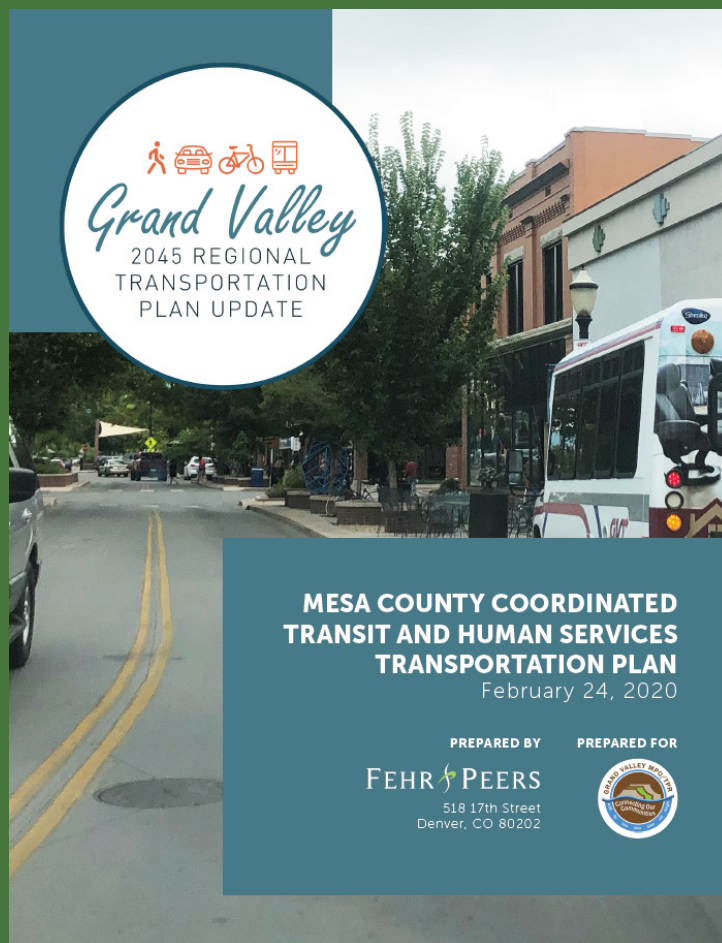
SUMMIT STAGE TRANSIT EQUITY & ACCESS ROADMAP (2021)

Summit County, Colorado

Fehr & Peers led the development of a roadmap for expanding transit access to historically disadvantaged populations and those with the highest mobility needs. The project followed from our work completing Summit Stage's Short Range Transit Plan (SRTP) in 2020. Our team started by assessing, analyzing, and defining transit needs for those who could benefit the most from improved transit connections to social services, medical services, shopping, and employment. The purpose was to compare unmet transportation needs with the existing Summit Stage system to identify gaps in coverage, non-existent or difficult to make connections, and span of service challenges (times of day, days of week, or times of year). The end result of the project was a transit equity and access improvement roadmap for Summit Stage to utilize for years to come in conjunction with SRTP implementation.

REFERENCE / CONTACT

Chris Lubbers
Transit Director, Summit Stage
(970) 668-4161
chris.lubbers@summitcountyco.gov

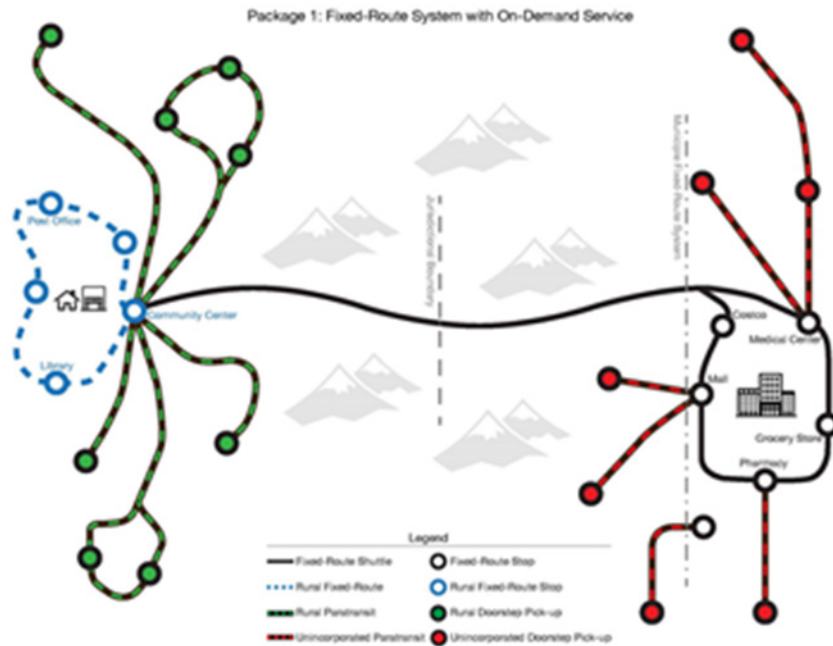


MESA COUNTY/GRAND VALLEY COORDINATED TRANSIT AND HUMAN SERVICES TRANSPORTATION PLAN (2020) *Mesa County, Colorado*

Fehr & Peers led the Grand Valley Metropolitan Planning Organization's update to their Regional Transportation Plan (RTP) for a 2045 horizon year as well as their Coordinated Transit and Human Services Transportation Plan. Fehr & Peers carried out public and stakeholder outreach at the regional scale through in-person and online engagement reaching over 9,500 people. We conducted online and in-person public surveys as well as a survey of human services providers in the region and used the findings to identify needs and inform a prioritized set of actions. As part of the Coordinated Transit and Human Services Transportation Plan we coordinated regularly with MPO staff, the area mobility manager, local transit agency, and many human services providers in the region. We conducted a map-based, data driven transit propensity analysis to identify gaps and duplications in transportation services. The final recommendations were organized into a list of coordination activities, capital improvements, service improvements, and funding strategies to guide the MPO in improving transit and human services transportation over a 10- to 20-year period.

REFERENCE / CONTACT

Andrew Gingerich, AICP
Transit Coordinator, Mesa County
(970) 683-4339
andrew.gingerich@mesacounty.us



Service Delivery Model from Larimer County Recommendations

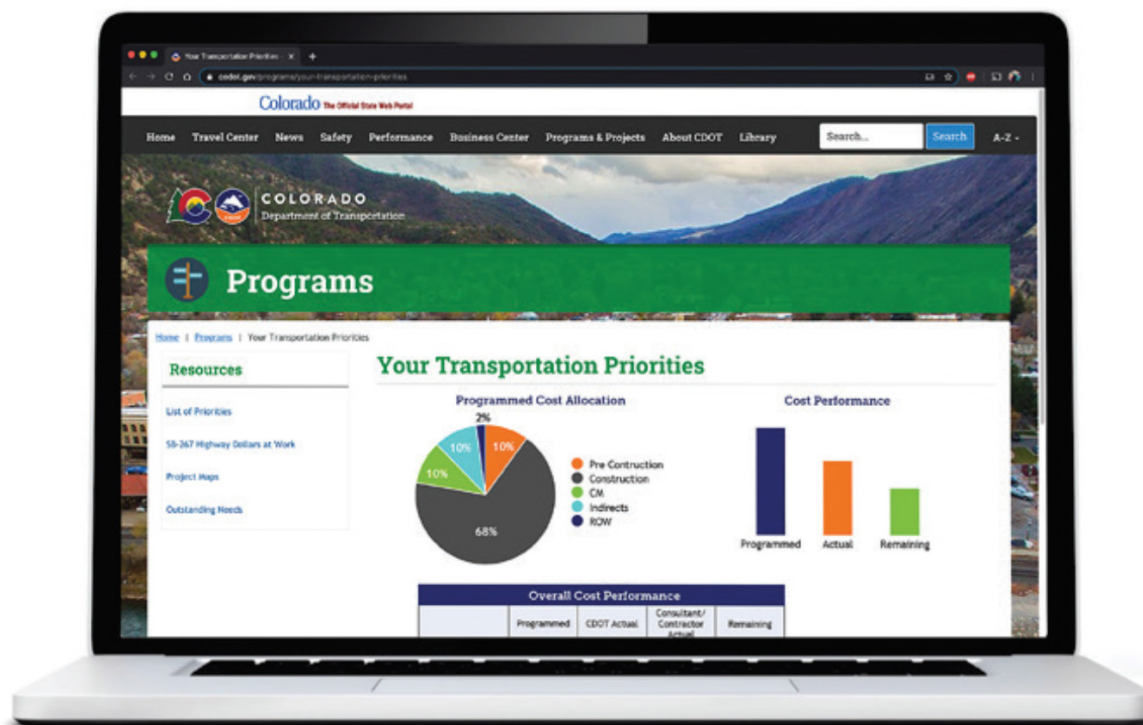
LARIMER COUNTY SENIOR TRANSPORTATION NEEDS ASSESSMENT (2017)

Larimer County, Colorado

The Larimer County Senior Transportation Needs Assessment analyzed existing conditions and made recommendations to improve mobility, convenience, safety, and ease of transportation options for older adults in unincorporated Larimer County. This region was facing challenging conditions for older adults traveling from and within unincorporated Larimer County including: lack of transportation options; poor connectivity to Transfort and COLT; complex set of transportation options that were not intuitive; transit services running infrequently and inconsistently; and limited pedestrian facilities. Fehr & Peers performed existing conditions research that included a synthesis of existing, relevant resources and a review of best practices from peer jurisdictions. The Fehr & Peers team led the outreach efforts, consisting of a statistically significant survey and focus groups with key stakeholders. This input informed recommendations that provide seniors in unincorporated Larimer County with transportation options that are convenient, intuitive, and safe. These recommendations include services such as on-demand transportation, volunteer driver programs, a fixed route shuttle and programs such as an expansion of the existing dispatch center, online trip planning platform, travel trainings, and increased education to users. Recommendations were gathered into a final report that includes high level cost estimates and a prioritization of recommendations.

REFERENCE / CONTACT

Katy Mason
Program Coordinator,
Larimer County Office on Aging
970-498-7759
masonkm@co.larimer.co.us



CDOT 2045 STATEWIDE TRANSIT PLAN (2019-2020) *State of Colorado*

Fehr & Peers was part of a team of consultants that updated the Statewide Transit Plan for the Colorado Department of Transportation (CDOT) including Transit and Human Services Coordination Plans for the ten rural transportation planning regions (TPRs) across the state. The transit plan provides a 10-year action list and 25-year vision for future transit in Colorado and focuses most heavily on filling in the gaps of regional transit between local transit agencies and in rural areas of the state. This plan will serve as guide for CDOT and its partners in making decisions on implementing and funding transit projects that facilitate mobility for Coloradans, minimize duplication of services, leverage funds, and improve coordination of services in an efficient, effective, and safe manner.

As part of this project, Fehr & Peers led existing conditions analysis, providing a comprehensive summary of existing public, private, and specialized transit services, including an overview of transit networks and partners across the state. We identified gaps and needs as well as duplication of services and compiled key performance metrics of both transit agencies and human services transportation providers. We coordinated with staff at various departments of CDOT, including integrating the plan into the parallel effort to develop a Statewide Transportation Plan, as well as the diverse project team and various stakeholders. We coordinated regularly with MPOs, planning agencies, and transit and human services providers across rural and urban parts of the state. Lastly, we surveyed every rural transit agency and most rural human services transportation providers around the state and analyzed and organized the mobility information into a comprehensive, user-friendly database.

REFERENCE / CONTACT

Nate Vander Broeck
Senior Transit Planner, CDOT
303-512-4770
nate.vanderbroeck@state.co.us

Proposed Approach

As stated in the RFP, this Roadmap must “result in the development of an actionable Roadmap and service design based on stakeholder input that includes the financial and resource analysis of regional healthcare, senior and social service agencies, volunteer groups, and transit providers.”

Fehr & Peers is committed to delivery of the necessary tasks and associated milestones as described in the RFP and expanded upon in this section to achieve the vision.

Tasks and Deliverables

TASK 1. PROJECT MANAGEMENT & COORDINATION

Fehr & Peers will lead this task as the single point of contact for SMART on all management and coordination. We understand that this Senior and Disabled Roadmap is a major priority and that the schedule must be fast-paced with focused results and on-time delivery at every stage of the project. We will work with SMART to update the proposed project approach and schedule to ensure it meets the needs of the organization, but we understand that the final plan must be delivered on or before July 2022.

PROJECT MANAGEMENT AND PROJECT KICK-OFF MEETING

Our project management elements will include a communications protocol, finalized scope, final schedule, project process, and desired outcomes. Fehr & Peers will assemble a Project Management Team (PMT) comprised of Fehr & Peers team key staff and designated SMART staff, board members, or representatives, with whom we will facilitate regular meetings and who will serve as a key advisory group throughout the life of the project. The PMT meetings will coincide with project task milestones. To meet the schedule and to ensure high levels of coordination, we propose monthly meetings between the SMART and the Consultant’s Project Leadership Team.

The Fehr & Peers team will communicate openly with SMART staff through periodic phone calls or e-mails, as necessary. As Project Manager, Jason Miller will lead this project management and communication effort with other team members joining on specific tasks and issues. Fehr

& Peers will facilitate a virtual kick-off meeting with SMART to review and finalize any updates to the work plan and schedule.

IMPORTANCE OF VISION AND GOAL SETTING

During the kick-off meeting, we will discuss project objectives that will guide the project’s direction and discuss overall vision, mission, and goals for the project. We will also discuss and identify key issues related to the project and gain a recent historical perspective of the service area.

STAFF RESOURCES AND MAINTAINING SCHEDULE

Fehr & Peers forecasts project backlog and staff availability three months out on an ongoing basis to ensure that demand for

staff does not exceed supply. As necessary, we adjust by bringing in other company-wide resources or rebalancing demands amongst qualified staff. This process ensures that we keep the deadline commitments we make.

QUALITY ASSURANCE AND QUALITY CONTROL

Fehr & Peers employs a thorough project quality assurance and quality control (QA/QC) process for all work conducted by our staff. The QA/QC process ensures that draft work is completed with sufficient time for full internal review before submission to SMART for comment. For technical analysis, the Fehr & Peers team will document our assumptions, inputs and sources, and request input from SMART before proceeding. All draft and final deliverables will undergo thorough review by at least one other expert-level staff who was not the author to ensure that our work meets the highest standard.

The Fehr & Peers advantage for Task 1: Project manager who knows SMART and is respected by the Board and staff through previous work. Project team that has ongoing and recent experience working in the region and can leverage existing relationships.

Our Vision for Task 1: Efficient project delivery, meeting all deliverables on-time and within budget and with clear and consistent communication with SMART and the community throughout the process.

TASK 1 DELIVERABLES

- Project kick-off meeting, virtual via Microsoft Teams or other collaboration tool
- Finalized Scope of Work, Project Schedule, and Outreach Plan
- Weekly progress emails and check-in calls/ meetings at milestones
- Three PMT meetings
- Monthly invoices and progress updates



TASK 2. PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

Public and stakeholder outreach will be led by Fehr & Peers in coordination with area community partners and stakeholders. Partners and stakeholders will be identified in partnership with SMART. Community partners can aid our efforts by helping identify older and/or disabled members of their client population who experience transportation access barriers or lack of transportation options.

STAKEHOLDER INTERVIEWS AND INPUT

During our initial research and background work, we will conduct 8-10 virtual stakeholder interviews

The Fehr & Peers advantage for Task 2: Depth of experience facilitating fun, engaging, and informative community dialogue around needs and opportunities with a commitment to hearing diverse perspectives from those who experience mobility challenges firsthand.

Our Vision for Task 2: Grassroots, on-the-ground community engagement in each community that provides a deep understanding of the needs that inform creative and innovative service alternative development for community consideration.

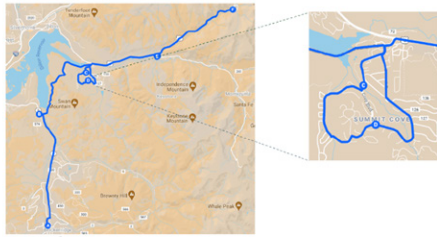
with key people who work with or provide services to older adults and/or people with mobility challenges within the communities served by SMART. We will also provide the interactive mapping tool for use by interviewees or other stakeholders not able to commit to an interview.

COMMUNITY MEETINGS/ FOCUS GROUPS

During our onsite trip in early March of 2022, Fehr & Peers will conduct five community meetings in each of the rural towns and/or areas served by SMART including: Rico, Nucla/Naturita, Norwood, Placerville/Sawpit, and one other to be determined in collaboration with SMART staff (we suggest Ophir). These community meetings will be in-

person listening sessions that Fehr & Peers will facilitate with support from SMART on meeting logistics, promotions, and participation coordination.

OPPORTUNITY 2: New Version of Swan Mountain Flyer Serving Summit Cove



Evaluation:



Route Option Highlights

- ✓ Incorporates new loop into Summit Cove neighborhood
- ✓ Reestablishes year-round Swan Mountain Flyer service 7:00 AM-6:00 PM
- ✓ Hourly frequency

Characteristics

- 24 miles one-way
- 50 minutes one-way travel time
- Requires 2 additional peak buses (during summer)
- 4,000 new hours of service per year

VIRTUAL OPEN HOUSE ON DRAFT SCENARIOS

Fehr & Peers will lead one virtual open house to present the draft service alternative scenarios to the community. The open house will feature exhibits showing high-level information about each service concept and will include visual preference surveys so community members can vote on their preferred option. To supplement the event, we will circulate an opinion poll providing an overview of each potential service alternative and asking community members to weigh-in on which alternative would best fit the travel needs of older adults and people with disabilities.

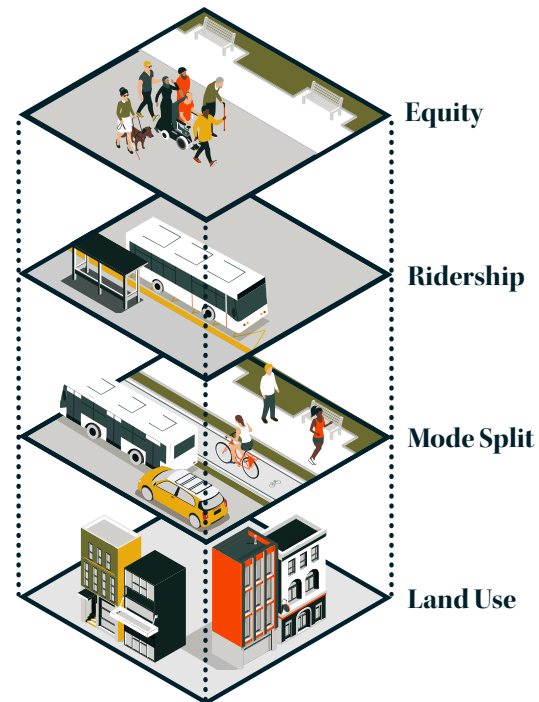
PRESENTATION TO SMART BOARD OF DIRECTORS AND COMMITTEES

The final aspect of our public outreach strategy will be a virtual presentation to the SMART Board, as well as established SMART committees, on the draft scenarios and summary of public input received throughout the course of project.

WE VALUE DIVERSITY, INCLUSION, AND INTEGRATION

We understand that for solutions to be equitable, the planning process needs input and direction from across a broad diversity of constituents. We recognize the need to evaluate coordination strategies and services to ensure they not only address planning objectives but that they truly serve seniors and those with disabilities using a variety of transportation options that are efficient,

seamless, and improve quality of life. Therefore, we will view outcomes through the lens of enhancing travel experience, reducing travel time, coordinating fare payment, improving ease of access, providing easy-to-use trip planning information and resources, and creating coordinated mobility options across providers.



TASK 2 DELIVERABLES

- 8-10 virtual stakeholder interviews
- Interactive mapping tool for stakeholder and focus group use
- 5 community meetings in different communities over two days of an onsite visit by Fehr & Peers
- One virtual public open house
- One presentation to SMART Board, one presentation to SMART Community Advisory Committee, one presentation to SMART Administrative Advisory Committee

TASK 3. REVIEW EXISTING GEOGRAPHIC AND DEMOGRAPHIC CONDITIONS (TASK 1 FROM RFP)

REVIEW DEMOGRAPHIC DATA AND UNDERSTAND TRAVEL PATTERNS

Fehr & Peers will start our existing conditions assessment through the stakeholder interviews which will inform our data collection focus. Data review will include relevant local transportation plans and analysis of available demographic and employment data. To understand origin to destination travel patterns, we will rely on both Census Bureau data and the results of the stakeholder interviews that will identify origin and destination points of target clientele. We will also use the results of the interactive survey tool to understand travel patterns and needs.

Using our existing relationship with agencies like Region 10's Aging and Disability Resource Center, the Fehr & Peers team will coordinate directly with human service providers throughout the tri-county area. We will ask providers to share locations where clients travel from – to be provided as generalized areas to protect privacy – along with their destinations. The interactive tool will also include a brief questionnaire about travel needs by time of day and by days of the week. Using this data, Fehr & Peers will generate an origin to destination heatmap that informs the specific trips that could be provided by SMART, which will enable us to tailor the recommended service model to the needs of the traveling public.

UNDERSTANDING OF EXISTING SERVICES

Our team will document resources available in addressing transportation needs of the target populations. Through our stakeholder interviews and experience working with providers such as All Points Transit, we will quantify all the

existing transit services (private, non-profit, and public transit) and their associated service parameters including:

- Service types and characteristics including routes, schedules, reservation policies, and rider eligibility
- Annual expenses and sources of revenue or funding, as well as fares and pricing structure
- Data on passengers, trip types, origins, and destinations
- Ridership, revenue miles and hours
- Transportation management and staffing requirements and levels
- Inventory of vehicles and utilization
- Perceived and actual unmet needs
- Agency interest in coordination

IDENTIFICATION OF NEEDS AND OPPORTUNITIES

From an understanding of the demographic data, travel patterns, and existing services, we will create an opportunities matrix based on the gaps identified.

The existing geographic and demographic conditions assessment will culminate with a memorandum that describes how older adults and people with disabilities currently travel, what the gaps in connectivity are, a categorization of existing trip types that could potentially be accommodated

on transit, and a description of any travel needs that are not being met due to a lack of transit.

The Fehr & Peers advantage for Task 3: The ability to combine standard analytical tools and outreach with more innovative mapping of needs and opportunities.

Our Vision for Task 3: Clear understanding of existing needs, travel patterns, demographics relative to geography, and vision for new opportunities.

TASK 3 DELIVERABLE

- Tech Memo #1: Existing Geographic and Demographic Conditions (MSWord and Adobe Acrobat)

TASK 4. SERVICE ALTERNATIVES DEVELOPMENT AND ANALYSIS (PHASE 2 AND PHASE 3 FROM RFP)

Building on the existing conditions assessment, in Task 4 our team will work with SMART and key stakeholders to organize the travel needs identified in Task 3 in order from most to least urgent. This exercise will help frame the effort of determining which travel needs should be addressed sooner. For example, if it is found that older adults and those with disabilities are regularly encountering barriers to travel for accessing medical services, this may be considered a critical need that must be addressed in the near-term. The needs and opportunities analysis will also focus on determining transit needs by days of the week and times of day.

SERVICE ALTERNATIVES DEVELOPMENT (PHASE 2 FROM RFP)

After categorizing and prioritizing the transportation needs, our team will assemble service alternatives that could meet each need. All opportunities, including expansion of existing routes, developing additional interagency partnerships, and launching new transit solutions such as a local flex route or an on-demand service that is designed to fill a range of trip needs will be documented. For each alternative, service characteristics such as proposed route alignments, a map of the service, fares, target trip types, schedule, span of service, implementation considerations, estimated ridership, and supporting infrastructure needs (facilities, fleet, technology) will all be included. To make this an empirical process, each alternative will also be quantitatively and qualitatively ranked against evaluation criteria.

The Fehr & Peers advantage for Task 4: Our team has experience with over 20 similar transit projects within the past two years alone that have included innovative and practical service alternative development – we approach this task with an eye towards implementation and sustainability.

Our Vision for Task 4: Three creative and well-developed service alternatives that meet the identified needs for older adults and people with disabilities that are documented in rich visual and graphical formats for easy community understanding and consideration; quantitative and qualitative evaluation against established criteria and goals along with full financial and economic analysis.

As described in detail in Task 2, the service alternatives will be presented to the community at a virtual open house and through presentations to the SMART board and committees.

FINANCIAL AND ECONOMIC ANALYSIS (PHASE 3 FROM RFP)

For each alternative, we will develop detailed operating and capital cost requirements, using SMART's existing cost structure as a baseline. We will also present possible revenue sources such as fares, Medicaid, state sources, federal sources, and partnerships with businesses and local entities. We will quantify the possible subsidy per ride and the net cost per ride for each alternative, as a way of understanding return on investment.

Through our work on the Colorado Statewide Transit Plan, as well as through directly working with rural and mountain Colorado transit providers such as RFTA, Summit Stage, ECO Transit, Grand Valley Transit, City of Durango, Snowmass Village, and Glenwood Springs, Fehr & Peers has direct knowledge and experience with assembling the strongest mix possible of state, local, and federal

funding for new or growing transit agencies. Jason Miller has direct transit agency experience applying for, receiving, and managing federal transit funding from the Federal Highways Administration (FHWA), Federal Transit Administration (FTA), and U.S. Department of Transportation (USDOT) funding sources such as 5304, 5311, 5310, and 5339. Our team has extensive experience helping agencies apply for and successfully receive Colorado state funding from programs such as the Transportation Alternative Program, the Multi-Modal Options Fund, State FASTER Transit Funds, and Senate Bill 228.

PREFERRED ALTERNATIVE

Using the service alternatives analysis, input from stakeholders, and results from the open house and presentations, our team will define a preferred alternative for the Senior and Disabled Transit Service Roadmap. The preferred alternative will be identified based on a set of selection criteria that assign ratings for characteristics like number of key destinations each alternative connects with, older adult and people with disabilities within a defined catchment area of the service, cost of operating the service, and level of community support.

TASK 4 DELIVERABLES

- Tech Memo #2: Service Alternatives and Associated Financial Analysis (MSWord and Adobe Acrobat)
- PowerPoint presentation with slides detailing service alternatives and the financial and economic analysis
- All associated materials for virtual open houses and SMART board and committee presentations

TASK 5. FINAL REPORT WITH FULL IMPLEMENTATION PLAN INCLUDING PARTNERSHIP RECOMMENDATIONS (PHASE 4 AND PHASE 5 FROM RFP)

FINAL SERVICE ALTERNATIVE WITH IMPLEMENTATION AND PHASING PLAN

To ensure the SMART Senior and Disabled Roadmap results in an implementable plan, the preferred alternative will be expanded into a

transit service plan for SMART. Service characteristics like proposed route alignments, a map of the service, schedule, final span of service, estimated ridership, supporting infrastructure needs, and operational considerations will all be included. Using the service plan, SMART will be able to answer questions like how the service will be operated, what it will cost to operate, the fare levels needed to support the service, and how to market the service to community members.

An implementation plan with phasing will be included in the final plan. A key element of the implementation plan will be the temporal scale. For example, the plan might identify interrelated service plan changes that need to occur in sequential order. The implementation plan will flag one-time start-up costs required before a given service change is possible (for example, marketing costs associated with any service changes). The implementation plan will also show how certain efforts could be adapted to different scenarios such as lower-than-expected funding or accelerated implementation – prioritization of system changes and improvements will be included to guide the scenarios.

FINANCIAL PLAN

Our team will create a final financial plan with funding and financing options matched to the final service plan. It will build on the existing funding sources identified in Tasks 3

and 4, with revenue forecasts developed in a range from conservative to optimistic. The financial plan will show five-year operating and capital needs with expense categories defined in detail – the expenses will be matched to revenue streams including local, state, and federal sources.

INTERAGENCY PARTNERSHIPS

It is likely that the final service plan developed may require additional partnerships, require policy changes, and have organizational impacts

The Fehr & Peers advantage for Task 5: A commitment and passion to delivering a top-notch end product that exceeds SMART's expectations.

Our Vision for Task 5: A fully detailed roadmap in both a detailed final report, incorporating all previous project activities, along with an infographic single-page roadmap for broader community distribution.

including staffing – these implications will be identified and described. Our team will work with local stakeholders and organizations to identify a partnership and coordination plan that identifies:

- Opportunity for partnerships on the provision of the final service alternative
- Duplication of services among area providers
- Coordination potential among area providers
- Capabilities of different agencies to expand services, especially relative to the final roadmap
- Funding programs currently used for community transportation in the region
- Opinions of local providers concerning the best course of action for implementation of the final alternative, as well as other opportunities for improving regional mobility that may come out of the study

FINAL SENIOR AND DISABLED ROADMAP

The final roadmap will be delivered in PDF format for printing or for use on appropriate Web sites. A one-page graphical roadmap will be produced and provided as an easy-to-understand executive summary or other reports that provide more specific information on plan recommendations. Any document produced will be suitable as a stand-alone piece and will include a PowerPoint version suitable for presentations.

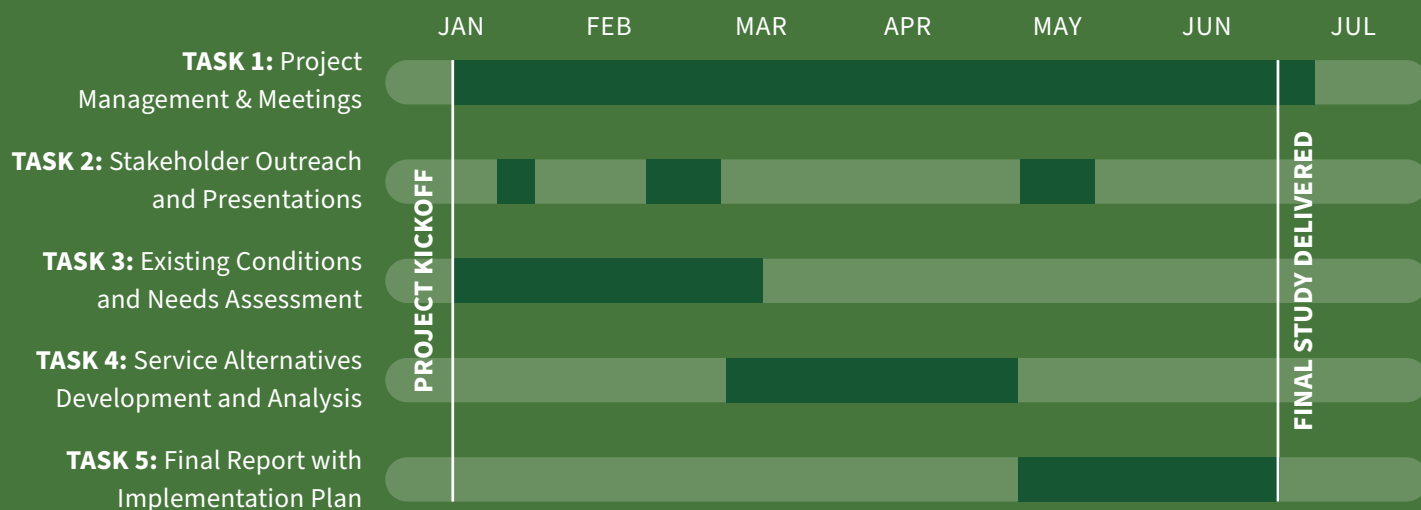
TASK 5 DELIVERABLES

- Final roadmap report, incorporating previous outputs from Tasks 2-4 (MSWord and Adobe Acrobat)
- Graphical one-page executive summary



Proposed Project Schedule

Fehr & Peers proposes a 6-month schedule, **starting mid-January 2022 and completing July 2022, with the final roadmap delivered on or before June 31, 2022.**



Proposed Travel Plan

Fehr & Peers is planning one trip to visit the rural communities served by SMART to carry out the focus group discussions described in the approach. Project Manager Jason Miller will travel to San Miguel County for these five focus groups held over two days. Time will also be made for conversations with the SMART Board and Committees. The associated expenses for this trip are included in our cost proposal table.

Proposed Fee

Task		Charlie Alexander Principal-in-Charge	Jason Miller Project Manager	Patrick Picard Lead Planner	Krystian Boreyko Planner	Sydney Provan Planner, Outreach	Nadia Jones Administrative Assistant	
	Hourly Rate	\$235	\$195	\$155	\$150	\$135	\$115	Subtotal
Task 1 - Project Management		2	12	2	2	0	4	\$ 3,880
Task 2 - Public Outreach		0	16	8	0	32	0	\$ 8,680
Task 3 - Existing Conditions, Needs/Oppurtunities Assessment		2	8	16	24	12	0	\$ 9,730
Task 4 - Service Alternatives		2	16	32	16	0	2	\$ 11,180
Task 5 - Final Plan with Implementation and Partnerships Plan		4	12	24	8	12	2	\$ 10,050
Total Hours		10	64	82	50	56	8	
Labor subtotal								\$ 43,520
Direct Costs and Travel								\$ 1,450
Total								\$ 44,970

Appendix

Forms and Resumes



SMART RFP #2021-2 APPENDIX A:
FEDERAL TRANSIT ADMINISTRATION AND COLORADO DEPARTMENT OF TRANSPORTATION REQUIRED
CONTRACT CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES No Obligation by the Federal Government.

- (1) 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307)

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) 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.
- (2) 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.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

(49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17)

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

4. **FEDERAL CHANGES**

(49 CFR Part 18)

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.

5. **CIVIL RIGHTS REQUIREMENTS**

(29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

(FTA Circular 4220.1E)

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 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION REQUIREMENTS

(42 U.S.C. 6321 et seq. 49 CFR Part 18)

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(49 CFR Part 26)

Disadvantaged Business Enterprises

a. 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%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as San Miguel Authority for Regional Transportation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from San Miguel Authority for Regional Transportation. In addition, the contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify San Miguel Authority for Regional Transportation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

9. TERMINATION

(49 U.S.C. Part 18 FTA Circular 4220.1E)

- a. **Termination for Convenience (General Provision)** The (Recipient) 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 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** 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 (Recipient) 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 (Recipient) 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 (Recipient), 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.
- c. **Opportunity to Cure (General Provision)** The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.
- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor

shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of

termination. If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 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 San Miguel Authority for Regional Transportation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to San Miguel Authority for Regional Transportation, 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.

Acknowledgment

Signature Charles D. Aguilera Date 12/1/2021



Jason Miller

Senior Associate

EDUCATION

University of Colorado, Boulder, CO
Bachelor of Science: Electrical Engineering,
May 1994

AFFILIATIONS

American Planning Association
Community Transportation Association of
America
League of American Bicyclists - Certified
Instructor and Member

AWARDS

Idaho Smart Growth Public Engagement
Award, 2017
Leader of the Year, I-WAY (Idaho
transportation group), 2014
"Top 40 Under 40" Transportation
Professional by Mass Transit Magazine, 2010
Safety Champion Award from the National
Highway Traffic Safety Administration, 2009
Community Organization of the Year for
Blaine County, 2008

EXPERTISE

- Transit Funding Development
- Fare Free Transit
- Transit Studies and Service Planning
- Creative Transit Partnerships and Fare
Coordination
- Local, State, and Federal Funding Sources
- Microtransit and TNC Partnerships
- Small Urban Communities
- First/Final Mile Solutions
- Transit Technology and Intelligent
Transportation Systems

ABOUT

Jason is a transportation professional with over seventeen years of career experience planning, developing, and implementing effective public transit solutions. Jason has worked on a wide range of transit projects that have included transit strategic planning, transit funding development, cost allocation analysis, transit community partnerships and coordination, transit route and development plans, transit technology plans with smart infrastructure and real-time customer information, and integrated transportation infrastructure development plans with associated cost estimation. As a former regional transportation authority director, Jason is passionate about planning implementable transportation solutions that are financially sustainable while building a stronger, more connected community. He is skilled collaborator who excels at building community consensus.

EXPERIENCE

- North College BRT TOD and West Elizabeth Concept Design (both ongoing)
– Fort Collins, CO
- Greeley Transportation Master Plan, Transit Scenario Development –
Greeley, CO
- Moab Transit Development and Implementation Plan, Including Microtransit
– Moab, UT
- NE Denver Community Transit Implementation Plan – Montbello/Denver,
CO
- Summit Stage Short Range Transit Plan – Summit County, CO
- Southern Teton Area Rapid Transit (START) Five-Year Strategic Plan –
Jackson, WY
- Comprehensive Operational Analysis of Citibus – Lubbock, TX
- Sedona Transit Implementation Plan – Sedona, AZ
- San Miguel Area Regional Transportation (SMART) Strategic Operating Plan
– Telluride, CO
- Carbon County Transit Development Plan – Red Lodge, MT
- Five-Year Transit System and Financial Plans – State of Minnesota, Northwest
Region (four different transit agencies in MN)
- Park City Transit Financial Compliance Analysis – Park City, UT
- Mountain Rides Strategic Plan – Ketchum, ID
- Mountain Rides Transportation Authority Five-year Strategic Business Plan –
Ketchum, ID



Charlie Alexander, PE, AICP, RSP¹

Principal

EDUCATION

Bachelor of Science, Civil Engineering
Bucknell University, Lewisburg, PA 2007

REGISTRATIONS

Licensed Civil Engineer: Colorado, #49117
Also registered in California, Florida,
Maryland, Texas, Virginia, Washington, and
Washington D.C.

American Institute of Certified Planners
(AICP): #27421

Road Safety Professional (RSP) Level 1

AFFILIATIONS

American Planning Association (APA)

INSTRUCTOR

University of California, Berkeley Institute of
Transportation Studies Technology Transfer
Program: Complete Streets Planning and
Design (2013-present)

National Complete Streets Coalition: Complete
Streets Workshop Instructor (2014-present)

EXPERTISE

- Transit Planning
- Complete Streets Planning & Design
- Multimodal Safety
- Traffic Operations & Simulation
- Travel Demand Forecasting
- Parking Planning
- Transportation Planning
- Traffic Impact Analysis
- Traffic Engineering Design
- Community Outreach

ABOUT

Charlie is a Principal in Fehr & Peers's Denver office. His project experience includes transit planning, complete streets planning and design, multimodal safety, parking planning, travel demand forecasting, traffic operations, and traffic engineering design projects. Charlie applies this diverse experience to projects that require complex transit, auto, pedestrian and bicycle solutions; consent-building around modal tradeoffs; and strategic stakeholder and community engagement. His involvement in transit planning work began in Fresno, California, where he worked with Fresno COG, Yosemite National Park, Sequoia National Park, and other local stakeholders to plan fixed-route transit from Fresno to each of the parks. Since then, Charlie has either managed or overseen transit work in Denver including long-range planning for the City of Durango, a microtransit pilot in Centennial, and Bus Rapid Transit (BRT) projects on Colfax Avenue in Denver, SH 119 in Boulder, West Elizabeth Street in Fort Collins, and North College Avenue in Fort Collins.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Colfax Avenue BRT Preliminary Design – Denver, CO
- West Elizabeth BRT Preliminary Design and Enhanced Travel Corridor Plan – Fort Collins, CO
- North College BRT Plan – Fort Collins, CO
- SH 119 BRT Planning and Environmental Linkages (PEL) Study – Boulder, CO
- MOVE Grand Avenue – Glenwood Springs, CO
- East Arapahoe Transportation Plan – Boulder, CO
- University of Colorado, Boulder Transportation Master Plan – Boulder, CO
- MAX Station Parking Study – Fort Collins CO
- University of Denver Campus Framework Plan – Denver, CO
- Denver Arts Complex Mobility Study – Denver, CO
- Denver Moves: Downtown – Denver, CO
- Longmont Enhanced Multi-use Corridor Plan – Longmont, CO
- Durango Comprehensive Plan – Durango, CO
- Yosemite and Sequoia National Parks Transit Study – Fresno, CA



Patrick Picard, AICP

Senior Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
University of Colorado Denver, 2011

Bachelor of Arts, Geology
The Colorado College, Colorado Springs,
2004

REGISTRATIONS

American Institute of Certified Planners
(AICP)

AFFILIATIONS

American Planning Association (APA),
Colorado Chapter and Transportation
Planning Division

AWARDS

2nd Place, APA Transportation Planning
Division National Student Paper Competition

EXPERTISE

- Transit Planning
- Long-Range Multimodal Transportation Planning
- Traffic Safety/Vision Zero
- Bicycle and Pedestrian Planning
- Parking Studies
- Multimodal Corridor Planning
- Travel Pattern Studies
- Transportation Demand Management
- Travel Demand Modeling
- Land Use and Transportation
- Traffic Analysis

ABOUT

Patrick is a senior transportation planner at Fehr & Peers' with ten years' experience developing and managing multimodal transportation planning efforts throughout the western United States. He balances a strong ability to complete technical analysis with public speaking, writing, and presentation skills, which makes his recommendations comprehensible to planners, engineers, the public, and decision makers. Patrick is the Colorado Transit Practice leader for Fehr & Peers. He has managed and supported numerous transit planning projects across Colorado and the West. He is also a contributor to the company's transit discipline group, which is on the cutting edge of research into transit trends, innovations, and development of in-house planning tools.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- East Colfax Bus Rapid Transit – Denver, CO
- Grand Avenue Bus Rapid Transit Alternatives Analysis – Glenwood Springs, CO
- Montbello Neighborhood Transit Study, Denver, CO
- Southwest Salt Lake County Long Range Transit Planning, Salt Lake County, UT
- Castle Rock Transit Feasibility Study – Castle Rock, CO
- Colorado Statewide Transit Plan Update – State of Colorado
- Thornton Transportation Master Plan (Transit Vision) – Thornton, CO
- Loveland Transit Plan – Loveland, CO
- Fort Collins Transit Master Plan – Fort Collins, CO
- Grand Valley Regional Transportation Plan Update (Transit Element) – Mesa County, CO
- SH 119 Bus Rapid Transit Study – Boulder County, CO
- Community Transportation Network Planning, Denver, CO
- Denver Road Safety Audits, Denver, CO
- Blueprint Denver Land Use & Transportation Plan – Denver, CO
- CU Boulder Transportation Master Plan (Transit Element) – Boulder, CO
- DRCOG Vision Zero Action Plan – Denver, CO
- Mead-Mt. Spokane Transportation Area Plan – Spokane County, WA
- South Barker Corridor Study – Spokane Valley, WA
- Brighton Vision Zero Plan – Brighton, CO
- Durango Long Range Transit Plan – Durango, CO
- La Plata County Travel Demand Modeling – La Plata County, CO
- Aspen AirSage "Big Data" Analysis – Aspen, CO
- Hampden Avenue Corridor Study – Denver, CO



Krystian Boreyko

Senior Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
UCLA, 2018

Bachelor of Arts, Vassar College, 2008

AFFILIATIONS

American Planning Association (APA)
member

EXPERTISE

- Traffic Impact Studies
- Long-Range Transportation Planning
- Complete Streets
- Bicycle and Pedestrian Planning
- Safety Studies
- Community Outreach
- GIS Mapping and Analysis
- Transit Access
- Parking Studies
- Transportation Demand Management

ABOUT

Krystian is a Transportation Planner with a focus on promoting multimodal travel in all communities. He is based in our Denver office but routinely works with clients in the Colorado's mountain and Western Slope communities. Krystian has worked on a range of transportation projects in mountain communities like multimodal connectivity studies, first/last mile strategy recommendations, and a downtown parking study in Frisco, CO. He is attuned to the distinctive character of working in Colorado's less urbanized communities and enjoys supporting those communities by finding unique solutions to their transportation challenges. In addition to his work on multimodal connectivity, Krystian helps clients analyze the impacts of unique projects in non-urbanized contexts. As lead planner on the Judge Orr Batch Plant Traffic Impact Study, Krystian developed a trip generation rate for a unique land use and navigated easement agreements to help the client identify an appropriate driveway location for the proposed project. His approach to collaboration makes clients feel like they have gained a new team member.

TRANSPORTATION PLAN EXPERIENCE

- Judge Orr Batch Plant Traffic Impact Study – El Paso County, CO
- West Vail Master Plan – Vail, CO
- Moab & Spanish Valley Regional Transportation Plan – Grand County, UT
- Greeley Transportation Master Plan – Greeley, CO
- Eagle County First/Last Mile Strategy Study – Eagle County, CO
- Town of Frisco Community Plan Update – Frisco, CO
- Town of Frisco Parking Study – Frisco, CO
- Evans Multi-Modal Transportation Master Plan – Evans, CO
- Grand Valley Regional Transportation Plan – Mesa County, CO
- Fort Collins Transportation Master Plan – Fort Collins, CO
- Loveland Transportation Master Plan – Loveland, CO
- Boulder Multimodal Level of Service Performance Measures – Boulder, CO
- Safe Routes to School Community Outreach – Denver, CO
- Colorado Statewide Transit Plan – CDOT
- Summit Stage Short Range Transit Plan – Summit County, CO



Sydney Provan

Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
University of Colorado, Denver 2019

Bachelor of Arts, Philosophy
Colorado College, Colorado Springs, 2014

AFFILIATIONS

Women's Transportation Seminar (WTS):
Member

EXPERTISE

- Public engagement
- Transit Planning
- Transit analytics
- GIS Mapping and spatial analysis
- Long-Range Multimodal Transportation Planning
- First and Last Mile Planning
- Data Collection
- Report writing and design

ABOUT

Sydney Provan is a Transportation Planner in Fehr & Peers' Denver office. Sydney has worked on several transit-focused projects throughout the state. Sydney helped lead the Summit County Equity and Access study which identified improvements to Summit Stage service, marketing, and training, to improve transportation access to people who face the greatest barriers to reliable transportation. This project relied heavily on community input and partnerships with community organizations who work with populations who work with various populations within Summit County, such as lower-income households, older adults, people with disabilities, Spanish speakers, and youth.

Sydney is currently working on a transit feasibility study in Lake County. This study is looking at what type of transit service could operate in Lake County to meet the diverse needs and unique geography of the county. A future transit network will need to balance providing transportation to the general public while serving populations in the county who currently have challenges accessing reliable transportation. Before her position at Fehr and Peers, Sydney gained experience in transit equity research, land use planning, research and data analysis at the regional scale, and report design.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Lake County Transit Feasibility Study – Lake County, CO
- Summit County Equity & Access Study – Summit County, CO
- Rural Transit and Human Services Coordinated Plans – Statewide, CO
- State Highway 119 BRT Study – Boulder County, CO
- State Highway 119 First and Final Mile Study – Boulder County, CO
- Safe Routes to School Travel Plans – Denver, CO
- Colorado Statewide Transit Plan – Statewide, CO
- River Mile Development Transit Sensitivity Analysis – Denver, CO
- Grand Valley Regional Transit Plan, Mesa County, CO
- University of Colorado, Boulder Transportation Master Plan – Boulder, CO



Allee Nesbitt

Visual Communications

EDUCATION

Bachelor of Science, Advertising and Public Relations
Florida Southern College
Lakeland, FL 2013

EXPERTISE

- Banding and Print Design
- Marketing & Event Management
- VIP Relations
- Agenda & Task Planning
- Visual Communication
- Advertisement Design
- Brand Management
- Corporate & Private Events

TECHNOLOGY PROFICIENCIES

- Adobe Illustrator
- Adobe InDesign
- Adobe Photoshop
- Adobe Premiere
- Adobe Lightroom
- Adobe After Effects
- Adobe Dreamweaver
- WordPress
- Squarespace
- Microsoft Power Point
- Microsoft Excel
- Microsoft Word

ABOUT

Allee is a Graphic Designer whose work focuses on public-facing visual communications spanning a variety of media from reports and data visualization to interactive maps and project branding. She brings creative thinking paired with logical roots to every project she touches. Allee has many years of experience in design and is passionate about the value of engaging clients and public audiences with visuals that are creative, captivating, and convey the projects' message in a powerful way.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Windsor Transportation Master Plan – Windsor, CO
- Loveland Transit, Bike/Ped, and Transportation Master Plan – Loveland, CO
- Grand Valley Regional Transportation Plan – Mesa County, CO
- Fort Collins Transit and Transportation Master Plan – Ft Collins, CO
- Denver Community Network Planning – Denver, CO
- Denver Safe Routes to School – Denver, CO
- City of Aspen Short Range Transit & TDM Plan – Aspen, CO
- Longmont Enhanced Multiuse Corridor Plan – Longmont, CO
- University of Colorado Boulder Transportation Master Plan – Boulder, CO
- Eagle County First Last Mile Study – Eagle County, CO
- Denver Moves: Pedestrians and Trails – Denver, CO
- DRCOG Regional Vision Zero Plan – Denver, CO
- Brighton Vision Zero – Brighton, CO
- Greenwood Village Transportation Master Plan – Greenwood Village, CO
- City of Thornton Transportation Master Plan – Thornton, CO



January 3, 2022

David Averill
Executive Director
San Miguel Authority for Regional Transportation (SMART)
PO Box 3140
Telluride, Colorado 81435

Re: Consultant Agreement for SMART Senior and Disabled Transit Service Roadmap

Dear Mr. Averill-

Fehr & Peers is pleased to present you with its proposed consultant agreement for the SMART Senior and Disabled Transit Service Roadmap. Please review and, if SMART is in agreement with all its terms and conditions, sign where indicated and return to us one copy of the signed consultant agreement.

Should you have any questions or concerns regarding the proposed consultant agreement, or should you need any additional information from us, please contact me at (720) 420-1204 or via email at j.miller@fehrandpeers.com before signing and returning the document.

Please forward all documents via email to Jason Miller at Fehr & Peers, j.miller@fehrandpeers.com.

Sincerely,

FEHR & PEERS

Charles D. Alexander, PE, AICP
Principal

Jason Miller
Project Manager

Attachments:

- Proposed Consultant Agreement
- Scope of Work, Compensation Schedule (Fee), and Project Schedule
- Additional Terms



CONSULTANT AGREEMENT

Client: SMART,
P.O. Box 3140, Telluride, CO 8135

Consultant: Fehr & Peers, a California corporation, 518 17th St. #1100, Denver, CO 80202

Project: SMART Senior and Disabled Transit Service Roadmap

Effective date of this agreement: _____ January 13, 2022 _____

Attachments:

A	Consultant's Scope of Work, Schedule for Compensation, and Project Schedule (per Consultant's original proposal)
B	Additional Terms

Client and Consultant agree as follows:

1. Consultant's Services

- a. This is an agreement between Client and Consultant ("Agreement") for Consultant to provide professional services. Consultant agrees to provide the scope of services described in Attachment A, as well as all work incidental to or necessary for the performance of such services, all in accordance with the terms and conditions contained in this Agreement (the "Work").
- b. The Work shall be performed by persons qualified under applicable federal, state and local law to undertake the Work, in accordance with all applicable federal, state and local laws, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by members of their professions, currently practicing, under similar circumstances.

2. Term

The term of the Agreement shall commence on the date it is made as indicated above, and shall continue until the Work is reasonably determined to be complete by Consultant, or until this Agreement is terminated under Section 13 below.

3. Data To Be Furnished by Client

All information, data, documents, records and maps with respect to the Project which are available to Client and are reasonably necessary for the performance of the Work ("Client Materials"), shall be furnished to Consultant without charge by Client.

4. Independent Contractor, Not An Agent



- a. Consultant acknowledges that it is an independent contractor and that in performing the Work, it is not acting as Client's agent or representative. Consultant agrees that it will employ at its own expense, and will be solely responsible for, all personnel necessary to perform the Work, and that in no event shall such personnel be considered the employees of Client. Consultant assumes full and sole responsibility for the payment of all compensation for, and expenses incurred by, all of its personnel who are engaged in performing any part of the Work, and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, as well as all other withholdings that may be applicable to the performance of the Work.
- b. Except as Client may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Client in any capacity as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Client to any obligation, or to make any decision or promise, or to enter into any contract, oral or written, on behalf of Client.

5. Compensation

- a. Client shall pay Consultant in accordance to the compensation schedule attached as Attachment A. Such compensation shall be deemed to include overhead and incidental expenses, for which no additional compensation shall be paid by Client.
- b. Consultant shall submit invoices to Client monthly, describing in reasonable and understandable detail the services rendered, fee charged, and expenses incurred by Consultant during the previous month.
- c. Each of Consultant's monthly invoices shall be paid within thirty days after its submission by Consultant.
- d. If payment on any of Consultant's invoices is not received within 60 days, Consultant may, at its sole discretion, and by written notice to Client, elect to stop work until all payments are received. Client agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices.

6. Time of Performance

- a. Consultant shall commence, perform, and complete the Work in accordance with the schedule for Consultant's performance described in Attachment A. If any of the project scope, required data, and/or comments to be provided by the Client is delayed, the due dates in this schedule will be extended accordingly.
- b. Consultant shall not be responsible for any delay due to factors not within Consultant's reasonable control whether or not such delay is foreseeable.

7. Ownership

- a. All of Consultant's electronic and hard-copy records, including all maps, files, reports, drawings, sketches, samples, photographs, film and videos, memoranda, notes, correspondence, emails, and other documents and communications, draft or final, as well as all of their contents, including all inventions, data, information, ideas, improvements, discoveries, methodologies, models, formats, software, algorithms, software, processes, schematics, programs, procedures, designs, calculations, details, specifications, assumptions, and findings, conclusions, summaries, interpretations of regulations, investigations, and sources of information, and all related information, that are developed, discovered, collected, produced, or created by Consultant and its

contractors, vendors, and consultants in the course of its performance of the Work are considered Consultant's Work Product.

- b. All parts of the Work Product are instruments of Consultant's service to be used solely within the Project, for the purposes intended by their development, discovery, collection, production, or creation by Consultant under this Agreement, and the Consultant shall be deemed the author and owner of the Work Product, and shall retain all rights, titles, and interests, in the Work Product, including any and all property rights, ownership rights, intellectual property rights, copyrights and moral rights, as well as all rights under all trademarks, service marks, domain names, and trade dress, that arise from the creation of the Work Product. Client shall be permitted to retain copies, including reproducible copies, of the Work Product for information and reference in connection with the Client's use on the Project. Client shall not use, or permit to be used, the Work Product on other projects, or for changes to this Project without the express written consent of the Consultant. Consultant shall not be liable or responsible for any use, reuse, or modification of, or derivation from, any of its Work Product made without Consultant's written consent other than for purposes intended by this Agreement. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.
- c. Consultant grants Client an irrevocable, non-exclusive, royalty-free, worldwide, right and license in perpetuity to publish, analyze, translate, reproduce, deliver, perform, derive from, display, transfer, and use the Work Product, but solely within the Project, for the purposes intended by its development, discovery, collection, production, or creation by Consultant under this Agreement.
- d. Consultant shall not have, and shall not claim, any right, title, or interest, in any Client Materials, other than a non-exclusive license to use such materials, but solely for the particular purpose for which such materials are provided to Consultant.

8. Confidentiality, Data Security

- a. Private Data is the privacy and sensitive information of individuals, or any confidential, sensitive, or personal data that alone or in conjunction with other information identifies any individual, including the individual's name, address, license plate information, mobile phone information, license plate information, and any information on the individual's uniquely identifying movements and activities.
- b. Notwithstanding any provision in this Agreement, Consultant shall not deliver to Client in any form or medium, nor shall it incorporate into any information, data, document, or work product to be delivered to Client, any Private Data that Consultant may collect or use in performing its services, or that may otherwise be in Consultant's possession or control, and none of such Private Data shall be a work for hire or belong to Client.
- c. Consultant agrees to maintain as confidential all information that Client labels in writing as confidential or privileged with a standard of care at least as rigorous as that exercised by Consultant in protecting and maintaining the security of its own proprietary or confidential information.
- d. Pursuant to a court order, Consultant may disclose any information that Consultant is obligated to keep confidential, or that Consultant is prohibited from disclosing under this Agreement. However, before seeking any such court order, or immediately upon receiving any court order requiring the disclosure of any such information, Consultant shall notify Client and reasonably cooperate with Client in the event Client seeks any legal protective order.

9. Consultant's Insurance

- a. Consultant shall procure and maintain for the term of this Agreement the following insurance coverage at the following limits specified for each.
 - i. Commercial General Liability Insurance \$ 1 million per occurrence/\$ 2 million aggregate
 - ii. Automobile Liability Insurance \$ 1 million per occurrence
 - iii. Workers' Compensation Insurance Per statutory requirements
 - iv. Employer's Liability Insurance \$ 1 million policy limit
 - v. Professional Liability Insurance \$ 1 million per claim/\$ 2 million aggregate
- b. Prior to commencing Work under this Agreement, Consultant shall provide Client with a Certificate of Insurance evidencing such coverage and limits, and specifying that the insurer shall give the Client an unqualified thirty day's advance written notice prior to any cancellation of the policy.

10. Non-discrimination in Employment

- a. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, disability, age, national origin or low income status. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, marital status, disability, age, national origin or low income status. 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. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Consultant ensures non-discrimination in all programs and activities and shall comply with the Additional Terms made a part of this Agreement in Attachment B.

11. Notices

Any notice or demand to be given under this Agreement shall be in writing and be deemed given when personally delivered or sent by mail, and addressed to the parties as set forth above or to such other address as either party shall have previously designated by such a notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice so mailed shall be deemed to be received five days after the date on which it was mailed.

12. Waivers

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement. Any provision of this Agreement determined to be unenforceable shall be severed from the Agreement, and the remainder of the Agreement shall be given full force and effect.

13. Termination

Client and Consultant may terminate this Agreement for convenience at any time upon seven days' written notice to the other. Client shall pay Consultant in accordance with the provisions of this Agreement for the part of the Work performed up to the day notice of termination is given.

14. Modification

No waiver, alteration, modification of this Agreement shall be valid unless made in writing and executed by both parties.

15. Interpretation

The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as though prepared by both parties.

16. Governing Law

This Agreement shall be governed by the law of the State in which the Project is located, excluding its conflicts of laws provisions.

17. Multiple Counterparts; Electronic Copies; Electronic Signature

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Upon execution of such counterparts, all counterparts together shall constitute the entire Agreement. Electronic transmission (e.g., by facsimile or email) of an executed counterpart of this Agreement shall be as effective as delivery of an original executed counterpart. In addition, pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for all business transactions related to this Agreement.

18. Successors and Assigns

This Agreement shall be binding upon Client and Consultant, their successors and assigns. Neither party shall assign, subcontract, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other, which shall not be unreasonably withheld.

19. Third-party Beneficiaries

This Agreement confers or creates no rights or benefits in anyone other than Client and Consultant, and it has no third-party beneficiaries.

20. Attorneys' Fees

In the event, and only in the event, it is necessary to take legal action to collect monies due and owing pursuant to this Agreement, the prevailing party will be entitled to attorneys' fees and expenses incurred, in addition to any other relief sought. In the event such action is necessary to collect monies due pursuant to this Agreement, Consultant shall also be awarded the reasonable value of its time and expenses spent for such collection action, calculated according to the Consultant's prevailing fees schedule and expense policies.



21. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

"Consultant"

FEHR & PEERS
A California Corporation

Dated: _____

By: _____

Charles D. Alexander, PE, AICP
Principal

"Client"

SMART

A _____

(Type of Business)

Dated: _____

By: _____

Printed

By: _____

Signed

Title: _____

License No.: _____



Attachment A

CONSULTANT'S SCOPE OF WORK, SCHEDULE FOR COMPENSATION, and PROJECT SCHEDULE



SMART Senior and Disabled Transit Roadmap – Scope of Work

Tasks and Deliverables

TASK 1: Project Management & Coordination

Fehr & Peers will lead this task as the single point of contact for SMART on all management and coordination. We understand that this Senior and Disabled Roadmap is a major priority and that the schedule must be fast-paced with focused results and on-time delivery at every stage of the project. We will work with SMART to update the proposed project approach and schedule to ensure it meets the needs of the organization, but we understand that the final plan must be delivered on or before July 2022.

Project Management and Project Kick-Off Meeting

Our project management elements will include a communications protocol, finalized scope, final schedule, project process, and desired outcomes. Fehr & Peers will assemble a Project Management Team (PMT) comprised of Fehr & Peers team key staff and designated SMART staff, board members, or representatives, with whom we will facilitate regular meetings and who will serve as a key advisory group throughout the life of the project. The PMT meetings will coincide with project task milestones.

To meet the schedule and to ensure high levels of coordination, we propose monthly meetings between the SMART and the Consultant's Project Leadership Team. The Fehr & Peers team will communicate openly with SMART staff through periodic phone calls or e-mails, as necessary. As Project Manager, Jason Miller will lead this project management and communication effort with other team members joining on specific tasks and issues. Fehr & Peers will facilitate a virtual kick-off meeting with SMART to review and finalize any updates to the work plan and schedule.

Importance of Vision and Goal Setting

During the kick-off meeting, we will discuss project objectives that will guide the project's direction and discuss overall vision, mission, and goals for the project. We will also discuss and identify key issues related to the project and gain a recent historical perspective of the service area.

Staff Resources and Maintaining Schedule

Fehr & Peers forecasts project backlog and staff availability three months out on an ongoing basis to ensure that demand for staff does not exceed supply. As necessary, we adjust by bringing in other company-wide resources or rebalancing demands amongst qualified staff. This process ensures that we keep the deadline commitments we make.

Quality Assurance and Quality Control

Fehr & Peers employs a thorough project quality assurance and quality control (QA/QC) process for all work conducted by our staff. The QA/QC process ensures that draft work is completed with sufficient time for full internal review before submission to SMART for comment. For technical analysis, the Fehr & Peers team will document our assumptions, inputs and sources, and request input from SMART before proceeding. All draft and final deliverables will undergo thorough review by at least one other expert-level staff who was not the author to ensure that our work meets the highest standard.

Task 1 Deliverables

- Project kick-off meeting, virtual via Microsoft Teams or other collaboration tool
- Finalized Scope of Work, Project Schedule, and Outreach Plan
- Weekly progress emails and check-in calls/meetings at milestones
- Three PMT meetings
- Monthly invoices and progress updates

TASK 2: Public Outreach and Stakeholder Engagement

Public and stakeholder outreach will be led by Fehr & Peers in coordination with area community partners and stakeholders. Partners and stakeholders will be identified in partnership with SMART. Community partners can aid our efforts by helping identify older and/or disabled members of their client population who experience transportation access barriers or lack of transportation options.

Stakeholder Interviews and Input

During our initial research and background work, we will conduct 8-10 virtual stakeholder interviews with key people who work with or provide services to older adults and/or people with mobility challenges within the communities served by SMART. We will also provide the interactive mapping tool for use by interviewees or other stakeholders not able to commit to an interview.

Community Meetings/Focus Groups

During our onsite trip in early March of 2022, Fehr & Peers will conduct five community meetings in each of the rural towns and/or areas served by SMART including: Rico, Nucla/Naturita, Norwood, Placerville/Sawpit, and one other to be determined (perhaps Ophir?). These community meetings will be in-person listening sessions that Fehr & Peers will facilitate with support from SMART on meeting logistics, promotions, and participation coordination.

Virtual Open House on Draft Scenarios

Fehr & Peers will lead one virtual open house to present the draft service alternative scenarios to the community. The open house will feature exhibits showing high-level information about each service concept and will include visual preference surveys so community members can vote on their preferred option. To supplement the event, we will circulate an opinion poll providing an overview of each potential

service alternative and asking community members to weigh-in on which alternative would best fit the travel needs of older adults and people with disabilities.

Presentation to SMART Board of Directors and Committees

The final aspect of our public outreach strategy will be a virtual presentation to the SMART Board, as well as established SMART committees, on the draft scenarios and summary of public input received throughout the course of project.

Task 2 Deliverables

- 8-10 virtual stakeholder interviews
- Interactive mapping tool for stakeholder and focus group use
- 5 community meetings in different communities over two days of an onsite visit by Fehr & Peers
- One virtual public open house
- One presentation to SMART Board, one presentation to SMART Community Advisory Committee, one presentation to SMART Administrative Advisory Committee

TASK 3: Review Existing Geographic and Demographic Conditions (Task 1 from RFP)

Review Demographic Data and Understand Travel Patterns

Fehr & Peers will start our existing conditions assessment through the stakeholder interviews which will inform our data collection focus. Data review will include relevant local transportation plans, analysis of available demographic and employment data. To understand origin to destination travel patterns, we will rely on both Census Bureau data and the results of the stakeholder interviews that will identify origin and destination points of target clientele. We will also use the results of the interactive survey tool to understand travel patterns and needs.

Using our existing relationship with agencies like Region 10's Aging and Disability Resource Center, the Fehr & Peers team will coordinate directly with human service providers throughout the tri-county area. We will ask providers to share locations where clients travel from – to be provided as generalized areas to protect privacy – along with their destinations. The interactive tool will also ask include a brief questionnaire about travel needs by time of day and by days of the week. Using this data, Fehr & Peers will generate an origin to destination heatmap that informs the specific trips that could be provided by SMART, which will enable us to tailor the recommended service model to the needs of the traveling public.

Understanding of Existing Services

Our team will document resources available in addressing transportation needs of the target populations. Through our stakeholder interviews and experience working with providers such as All Points Transit, we will quantify all the existing transit services (private, non-profit, and public transit) and their associated service parameters including:

- Service types and characteristics including routes, schedules, reservation policies, and rider eligibility
- Annual expenses and sources of revenue or funding, as well as fares and pricing structure
- Data on passengers, trip types, origins, and destinations
- Ridership, revenue miles and hours
- Transportation management and staffing requirements and levels
- Inventory of vehicles and utilization
- Perceived and actual unmet needs
- Agency interest in coordination

Identification of Needs and Opportunities

From an understanding of the demographic data, travel patterns, and existing services, we will create an opportunities matrix based on the gaps identified.

The existing geographic and demographic conditions assessment will culminate with a memorandum that describes how older adults and people with disabilities currently travel, what the gaps in connectivity are, a categorization of existing trip types that could potentially be accommodated on transit, and a description of any travel needs that are not being met due to a lack of transit.

Task 3 Deliverable

- Tech Memo #1: Existing Geographic and Demographic Conditions (MSWord and Adobe Acrobat)

TASK 4: Service Alternatives Development and Analysis (Phase 2 and Phase 3 from RFP)

Building on the existing conditions assessment, in Task 4 our team will work with SMART and key stakeholders to organize the travel needs identified in Task 3 in order from most to least urgent. This exercise will help frame the effort of determining which travel needs should be addressed sooner. For example, if it is found that older adults and those with disabilities are regularly encountering barriers to travel for accessing medical services, this may be considered a critical need that must be addressed in the near-term. The needs and opportunities analysis will also focus on determining transit needs by days of the week and times of day.

Service Alternatives Development (Phase 2 from RFP)

After categorizing and prioritizing the transportation needs, our team will assemble service alternatives that could meet each need. All opportunities, including expansion of existing routes, developing additional interagency partnerships, and launching new transit solutions such as a local flex route or an on-demand service that is designed to fill a range of trip needs will be documented. For each alternative, service characteristics such as proposed route alignments, a map of the service, fares, target trip types, schedule, span of service, implementation considerations, estimated ridership, and supporting infrastructure needs (facilities, fleet, technology) will all be included. To make this an empirical process, each alternative will also be quantitatively and qualitatively ranked against evaluation criteria.

As described in detail in Task 2, the service alternatives will be presented to the community at a virtual open house and through presentations to the SMART board and committees.

Financial and Economic Analysis (Phase 3 from RFP)

For each alternative, we will develop detailed operating and capital cost requirements, using SMART's existing cost structure as a baseline. We will also present possible revenue sources such as fares, Medicaid, state sources, federal sources, and partnerships with businesses and local entities. We will quantify the possible subsidy per ride and the net cost per ride for each alternative, as a way of understanding return on investment.

Through our work on the Colorado Statewide Transit Plan, as well as through directly working with rural and mountain Colorado transit providers such as RFTA, Summit Stage, ECO Transit, Grand Valley Transit, City of Durango, Snowmass Village, and Glenwood Springs, Fehr & Peers has direct knowledge and experience with assembling the strongest mix possible of state, local, and federal funding for new or growing transit agencies. Our Project Manager Jason Miller has direct transit agency experience applying for, receiving, and managing federal transit funding from the Federal Highways Administration (FHWA), Federal Transit Administration (FTA), and U.S. Department of Transportation (USDOT) funding sources such as 5304, 5311, 5310, and 5339. Our team has extensive experience helping agencies apply for and successfully receive Colorado state funding from programs such as the Transportation Alternative Program, the Multi-Modal Options Fund, State FASTER Transit Funds, and Senate Bill 228.

Preferred Alternative

Using the service alternatives analysis, input from stakeholders, and results from the open house and presentations, our team will define a preferred alternative for the Senior and Disabled Transit Service Roadmap. The preferred alternative will be identified based on a set of selection criteria that assign ratings for characteristics like number of key destinations each alternative connects with, older adult and people with disabilities within a defined catchment area of the service, cost of operating the service, and level of community support.

Task 4 Deliverables

- Tech Memo #2: Service Alternatives and Associated Financial Analysis (MSWord and Adobe Acrobat)
- Power Point presentation with slides detailing service alternatives and the financial and economic analysis
- All associated materials for virtual open houses and SMART board and committee presentations

TASK 5: Final Report with Full Implementation Plan Including Partnership Recommendations (Phase 4 and Phase 5 from RFP)

Final Service Alternative with Implementation and Phasing Plan

To ensure the SMART Senior and Disabled Roadmap results in an implementable plan, the preferred alternative will be expanded into a transit service plan for SMART. Service characteristics like proposed route alignments, a map of the service, schedule, final span of service, estimated ridership, supporting infrastructure needs, and operational considerations will all be included. Using the service plan, SMART will be able to answer questions like how the service will be operated, what it will cost to operate, the fare levels needed to support the service, and how to market the service to community members.

An implementation plan with phasing will be included in the final plan. A key element of the implementation plan will be the temporal scale. For example, the plan might identify interrelated service plan changes that need to occur in sequential order. The implementation plan will flag one-time start-up costs required before a given service change is possible (for example, marketing costs associated with any service changes). The implementation plan will also show how certain efforts could be adapted to different scenarios such as lower-than-expected funding or accelerated implementation – prioritization of system changes and improvements will be included to guide the scenarios.

Financial Plan

Our team will create a final financial plan with funding and financing options matched to the final service plan. It will build on the existing funding sources identified in Tasks 3 and 4, with revenue forecasts developed in a range from conservative to optimistic. The financial plan will show five-year operating and capital needs with expense categories defined in detail – the expenses will be matched to revenue streams including local, state, and federal sources.

Interagency Partnerships

It is likely that the final service plan developed may require additional partnerships, required policy changes, and organizational impacts including staffing – these implications will be identified and described. Our team will work with local stakeholders and organizations to identify a partnership and coordination plan that identifies:

- Opportunity for partnerships on the provision of the final service alternative
- Duplication of services among area providers
- Coordination potential among area providers
- Capabilities of different agencies to expand services, especially relative to the final roadmap
- Funding programs currently used for community transportation in the region
- Opinions of local providers concerning the best course of action for implementation of the final alternative, as well as other opportunities for improving regional mobility that may come out of the study

Final Senior and Disabled Roadmap

The final roadmap will be delivered in PDF format for printing or for use on appropriate websites. A one-page graphical roadmap will be produced and provided as an easy-to-understand executive summary or other reports that provide more specific information on plan recommendations. Any document produced will be suitable as a stand-alone piece and will include a PowerPoint version suitable for presentations.

Task 5 Deliverables

- Final roadmap report, incorporating previous outputs from Tasks 2-4 (MSWord and Adobe Acrobat)
- Graphical one-page executive summary

SMART Senior and Disabled Roadmap - Fee

Task		<i>Charlie Alexander</i> Principal-in-Charge	<i>Jason Miller</i> Project Manager	<i>Patrick Picard</i> Lead Planner	<i>Krystian Boreyko</i> Planner	<i>Sydney Provan</i> Planner, Outreach	<i>Nadia Jones</i> Administrative Assistant	
	Hourly Rate	\$235	\$195	\$155	\$150	\$135	\$115	Subtotal
Task 1 - Project Management		2	12	2	2	0	4	\$ 3,880
Task 2 - Public Outreach		0	16	8	0	32	0	\$ 8,680
Task 3 - Existing Conditions, Needs/Oppurtunities Assessment		2	8	16	24	12	0	\$ 9,730
Task 4 - Service Alternatives		2	16	32	16	0	2	\$ 11,180
Task 5 - Final Plan with Implementation and Partnerships Plan		4	12	24	8	12	2	\$ 10,050
Total Hours		10	64	82	50	56	8	
Labor subtotal								\$ 43,520
Direct Costs and Travel								\$ 1,450
Total								\$ 44,970

FEHR & PEERS

Project Schedule by Task 2022							
	January	February	March	April	May	June	July
Task 1: Project Management & Meetings							
Task 2: Stakeholder Outreach and Presentations							
Task 3: Existing Conditions and Needs Assessment							
Task 4: Service Alternatives Development and Analysis							
Task 5: Final Report with Implementation Plan							

Attachment B

ADDITIONAL TERMS



- (1) **Compliance with Regulations:** The Consultant shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the DOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the DOT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) To the extent this Contract constitutes a public contract for services pursuant to C.R.S. 8-17.5-101 et seq., the following provisions shall apply:
- (1) CONSULTANT certifies that, prior to executing this Contract, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program").
 - (2) CONSULTANT shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. 8-17.5-102(5).
 - (3) To the extent required by C.R.S. 8-17.5-102(1), by submitting a proposal or bid, the CONSULTANT certifies that at the time of proposal or bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Contract, and that the CONSULTANT will participate in

the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(7) The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. CONSULTANT understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. CONSULTANT acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, CONSULTANT shall comply with the Federal, State, and SMART imposed requirements contained in this Contract.

(8) No Government Obligation to Third Parties

(1) SMART and CONSULTANT 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 SMART, CONSULTANT, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

(9) Program Fraud and False or Fraudulent Statements or Related Acts

(1) The CONSULTANT 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 Contract. Upon execution of the underlying Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT to the extent the Federal Government deems appropriate.

(2) The CONSULTANT 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 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 CONSULTANT, to the extent the Federal Government deems appropriate.

(3) The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

(10) **Confidential Information**

- (1) Access to government records is governed by the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq. Except as otherwise required by the Colorado Open Records Act, SMART will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that the CONSULTANT believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding the CONSULTANT's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by SMART under Colorado state law.
- (2) Any request for information directed to the CONSULTANT, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to SMART for handling. SMART shall be responsible for providing the response to requests under the Colorado Open Records Act. The CONSULTANT acknowledges and agrees that all records of the Services and the work, including records of the CONSULTANT and its sub-consultants are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.
- (3) This Confidentiality section shall survive the termination or expiration of the Contract

(11) **Contract Subject to Appropriation**

SMART's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of SMART for any payment may arise until funds are made available for the Contract by SMART'S Board of Directors.

- (12) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (12) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract. or procurement as the DOT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the DOT to enter into such litigation to protect the interests of the DOT, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Date: January 6th, 2022

Operation Manager's Report, January 2022

- **ETA Transit Systems (SPOT)**

On December 23rd, Dave Averill sent a "Notice of Termination" to the CEO of ETA. Despite the visit in late October by technicians from ETA and our hopes that the various issues had been resolved, the app has continued to be problematic and inconsistent. Our path forward will depend on discussions between SMART and ETA officials but this failure has sparked discussions between David and I about the possibility of utilizing a system that would work in conjunction with the GPS system that Telluride Express has installed on vehicles for tracking purposes.

- **Bus Schedule Adjustments and Potential Expansion**

Based on comments from transit users and the difficulty maintaining 30-minute loops for the Lawson Hill Route, we have begun to explore the option of extending hours in the morning and running a 45-minute loop. The route would have the following schedule:

Courthouse	TMSHS	Mountain School	Upper Lawson Hill	Lawson Hill Park & Ride	TMSHS	Courthouse	Comments
6:25 AM	6:27 AM	6:43 AM	6:45 AM	6:48 AM	7:07 AM	7:10 AM	Connects to 7:20 AM Bustang to Grand Junction – 32 min. wait
7:10 AM	7:12 AM	7:28 AM	7:30 AM	7:33 AM	7:52 AM	7:55 AM	Works for 8:00 work start. Works for 8:12 TMSHS start. Works for Mountain School 8:30 start
7:55 AM	7:57 AM	8:13 AM	8:15 AM	8:18 AM	8:37 AM	8:40 AM	Connects to 9:40 Bustang to Grand Junction – 37 min. wait.
8:40 AM	8:42 AM	8:58 AM	9:00 AM	9:03 AM	9:22 AM	9:25 AM	
9:25 AM	9:27 AM	9:43 AM	9:45 AM	9:48 AM	10:07 AM	10:10 AM	
10:10 AM	10:12 AM	10:28 AM	10:30 AM	10:33 AM	10:52 AM	10:55 AM	
10:55 AM	10:57 AM	11:13 AM	11:15 AM	11:18 AM	11:37 AM	11:40 AM	
			12:35 AM			12:55 PM	
2:50 PM	2:52 PM	3:08 PM	3:10 PM	3:13 PM	3:52 PM	3:35 PM	Works for Mountain School 3:05 end – 10 min. wait. Works for TMSHS 3:15 end – 20

							min. wait. Connects with Bustang to Durango – 44 min. wait
3:35 PM	3:37 PM	3:53 PM	3:55 PM	3:58 PM	4:17 PM	4:20 PM	
4:20 PM	4:22 PM	4:38 PM	4:40 PM	4:43 PM	5:02 PM	5:05 PM	Works for 8:00 – 5:00 commuters going back to Lawson
5:05 PM	5:07 PM	5:23 PM	5:25 PM	5:28 PM	5:47 PM	5:50 PM	Connects to Bustang 6:23 to Montrose – 33 min. wait
5:50 PM	5:52 PM	6:08 PM	6:10 PM	6:13 PM	6:32 PM	6:35 PM	
6:35 PM	6:37 PM	6:53 PM	6:55 PM	6:58 PM	7:17 PM	7:20 PM	
7:20 PM	7:22 PM	7:38 PM	7:40 PM	7:43 PM	8:02 PM	8:05 PM	
8:05 PM	8:07 PM	8:23 PM	8:25 PM	8:28 PM	8:47 PM	8:50 PM	
8:50 PM	8:52 PM	9:08 PM	9:10 PM	9:13 PM	9:32 PM	9:35 PM	
9:35 PM	9:37 PM	9:53 PM	9:55 PM	9:58 PM	10:17 PM	10:20 PM	

This scenario would have the advantage of extended service and make arrival and departure times more consistent, especially between 7:30 and 9:00 and 3:30 and 5:30 when the buses often get hung up in traffic and are late to stops. The disadvantage would be fewer buses from Lawson Hill at peak commute times.

We are also examining other changes including a running a mid-day and later evening Norwood route and a route from Lawson Hill to the Mountain Village. When we have finished generating some potential alternatives, we will reconvene the citizen's advisory committee and garner their input.

- **Unruly Passenger Policy**

An incident on a bus involving a passenger that was disinclined to wear a mask provoked a review and a revision to our unruly passenger policies. The "San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures" suggests strategies for dealing with difficult situations that can occur with passengers. These strategies include focusing on the problem not the passenger, listening attentively to the passenger's side of the story and eliciting cooperation from the passenger. The policies in that document are not specific with respect to consequences for unruly behavior or behavior that interferes with the safe operation of the transit system. To that end we have drafted a policy that would allow SMART to restrict access to services for individuals that endanger other passengers or interfere with driver performance. It also includes specific instructions for drivers should a passenger become abusive or violent. The policy is being reviewed by Telluride Express and is included in this packet for Board review and comment.

- **Vanpool Expansion**

As you know, SMART is in the process of acquiring five vans from the Town of Mountain Village and taking over the facilitation of the vanpools that run from Montrose, Nucla, Naturita,

Norwood and Ridgway to the Mountain Village. We have gotten a great response from 10 Mountain Village employees that are willing to drive. Since this program will more than double the current vanpool operations, we are in the process of reviewing our program guidelines and potentially making some changes that could be more reflective of vanpools in which users would purchase a subscription to the vanpool and commit to using it on designated days for a designated period of time, thus ensuring a seat on the van.

- **Ridership**

Included in this report are ridership graphs that include December. Ridership on both Norwood buses has been growing since September, although it is still down 15% from December 2019. Down Valley ridership in December was up 21% from 2019. I don't have data from 2019 for the Lawson Route but ridership in December was up 43% over last December. Rico ridership, while increasing, is still behind 2019 by 28%.



Disruptive and Abusive Passenger Conduct Policy

PURPOSE

Disruptive and abusive passengers place an undue burden on the transportation system's resources and produce a negative effect on other passengers. The purpose of this policy is to establish passenger guidelines to ensure safety among passengers and SMART drivers. The policy also establishes penalties for the passenger when the passenger does not follow the guidelines. It is the intent of this policy to protect the welfare of, and to assure the safety and comfort for, the general public riding SMART vehicles and to protect the continuing safe operations of the transit system.

SCOPE

This policy applies to:

- SMART and Telluride Express administration and operations staff.
- Passengers of the transit system.

DISTRIBUTION

This policy is being distributed to all passengers through the SMART website at <https://smarttelluride.colorado.gov/> and all SMART and Telluride Express employees that drive SMART buses through the SMART Driver Training Manual and the San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures manual.

POLICY STATEMENT

When encountering difficult or disruptive passengers, drivers should primarily adhere to policies described in **San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures Section III – Passenger Relations and Customer Service, A. Passenger Interaction Program, 2. Techniques for Handling Difficult Situations.**

Occasionally however, there are times when a passenger's conduct on a bus is, or becomes, extremely offensive and/or disruptive to the other passengers or to the driver, so that this passenger's conduct threatens the safety of the passengers and the safe operation of the transit system. Some examples of offensive/unruly behavior include, but are not limited to:

- Any illegal activity including non-compliance with the mask wearing regulations that have come about as a result of COVID 19
- Displaying a weapon
- Unwelcome physical contact

- Shouting, profanity, or unruly behavior
- Use of drugs or alcohol on the bus and displays of behavior associated with extreme drunkenness
- Deliberate fare evasion
- Defacing property or equipment
- Unlawful harassment including unwelcome verbal or non-verbal behavior with sexual, violent, or racial connotations
- Intimidation or threats of physical harm to passengers, drivers or other SMART employees
- Smoking on vehicles
- Loud music or sound generating from an electronic device
- Spitting
- Failure to control unruly pets

In order to ensure the safety of staff and other passengers, any passenger who is unruly and is affecting the operations of a vehicle or negatively affecting other passengers on the vehicle will be dealt with in the following manner:

The unruly passenger will be advised to stop the offensive or disruptive behavior immediately. If the passenger does not correct his/her behavior, the driver will activate the time stamp on the vehicle video camera (if available) by pushing the little silver button with the red triangle and exclamation mark located to the left of the steering wheel. The driver will also take the first safe opportunity to advise the Telluride Express dispatcher or SMART personnel of the circumstances involving the unruly passenger. The driver may request that another vehicle be dispatched to that location or contact the appropriate law enforcement agency immediately.

- A. If there is risk of harm to anyone on the vehicle, the driver will immediately pull the vehicle over to a safe location, have passengers exit the vehicle, await the arrival of a Law Enforcement Official and immediately notify the dispatcher of the risk of harm. The dispatcher shall contact the SMART Executive Director or the SMART Operations Manager.

If the driver is in immediate danger and is unable to handle the situation on his/her own by performing the action described above, the driver will use the established Emergency Procedures as described in **San Miguel Authority for Regional Transportation (SMART) Transit Policies and Procedures Section II – Emergency and Legal Procedures – Drivers, I Violence and Disturbances on the Bus.**

The driver will immediately call 911 and tell the 911 dispatcher that there is a passenger that is **interfering with public transportation**. Drivers will make it clear to the dispatcher that the passenger is interfering with the safe operation of the bus.

The driver will give any information as to the demeanor of the unruly passenger to the 911 dispatcher to pass along to the law enforcement agency.

It is unacceptable for the driver to engage in a physical confrontation with the unruly passenger. If there is a threat of violence, the driver should refer to the emergency procedures above and make every effort to de-escalate the situation while waiting on law enforcement personnel.

Upon arrival of a Law Enforcement Officer, the driver will relay the information to that officer about the unruly passenger and await further direction from law enforcement or the Telluride Express dispatcher. All information is passed from the dispatcher to SMART management.

- B. If there is no risk of immediate harm to the passengers or the drive but the rider is nevertheless disruptive or otherwise not following regulations the driver shall warn the passenger in clear language that if the passenger does not change their behavior immediately, the passenger will lose their privileges as a rider in the future.

PASSENGER PENALTY

Disruptive passengers, as described above, should be handled carefully to protect the safety of the other passengers, the driver and the safe operations of the SMART system. Care should be taken by drivers to help ensure that resolving the situation does not make the experience even more disruptive for other passengers. If possible, the driver should acquire contact information from the disruptive passenger.

These situations shall be handled in a consistent manner, without regard to any personal characteristics of the individual(s) involved. The driver shall document all incidents involving disruptive passengers via SMART's Incident/Accident Report.

Disruptive passengers will generally be handled in the following manner:

- After the first incident, a written warning may be issued to the passenger by the SMART Executive Director or his/her designee, warning of a potential service suspension or service termination for the passenger for and upon any future disruptive incident by the passenger. If the driver is unable to acquire contact information from the passenger, SMART may rely on video camera information to alert other drivers that the passenger in question has been involved in a prior incident. Should this passenger attempt to board any bus, the driver may remind him or her that a repeat of the disruptive behavior will not be tolerated.
- After the second incident, a final written warning will be issued to the passenger by the SMART Executive Director or his/her designee, warning of a service suspension or service termination for the passenger for and upon the passenger's next disruptive incident.
- After the third or successive incident or upon a prior incident if warranted as set forth below, the SMART Executive Director or his/her designee may issue a service suspension or service termination.
- However, SMART may deny service to an individual or individuals at any time when their presence presents an unsafe situation for anyone on a SMART vehicle or the safe operation of the SMART Transit System. A driver may temporarily deny service in an emergency situation only. In these situations, dispatch and the SMART Executive Director or his/her designee should be contacted immediately.

Passengers who receive a written warning of any kind from SMART may, within thirty (30) days of the date of the written warning, file a written response with the SMART Executive Director and request, in writing, to meet with SMART management staff to discuss and review the incident. SMART management staff shall meet with the passenger upon timely receipt of a written request.

SERVICE SUSPENSION/TERMINATION

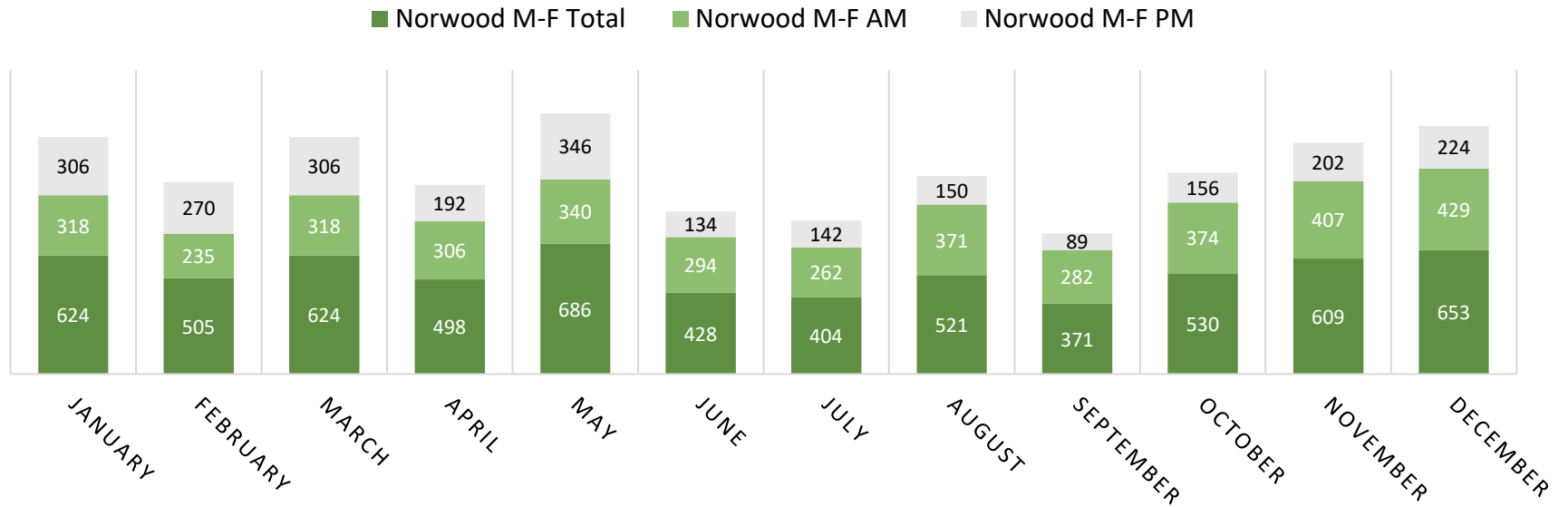
Should a service suspension or service termination be issued, the duration will be determined based upon the severity of the situation and the likelihood or probability of a recurrence. If a mailing address can be obtained for the individual being denied service, a “Letter of Suspension/Termination” will be sent documenting the reasons for and conditions of the service denial, and shall include the individual’s right to appeal, if any, and the requirements to file an appeal.

Should a passenger(s) commit an act of violence or threat of violence, display or use a firearm or other dangerous weapon, possess illegal drugs or use illegal drugs or alcohol, while a passenger or in a SMART facility, their access to SMART services shall be terminated.

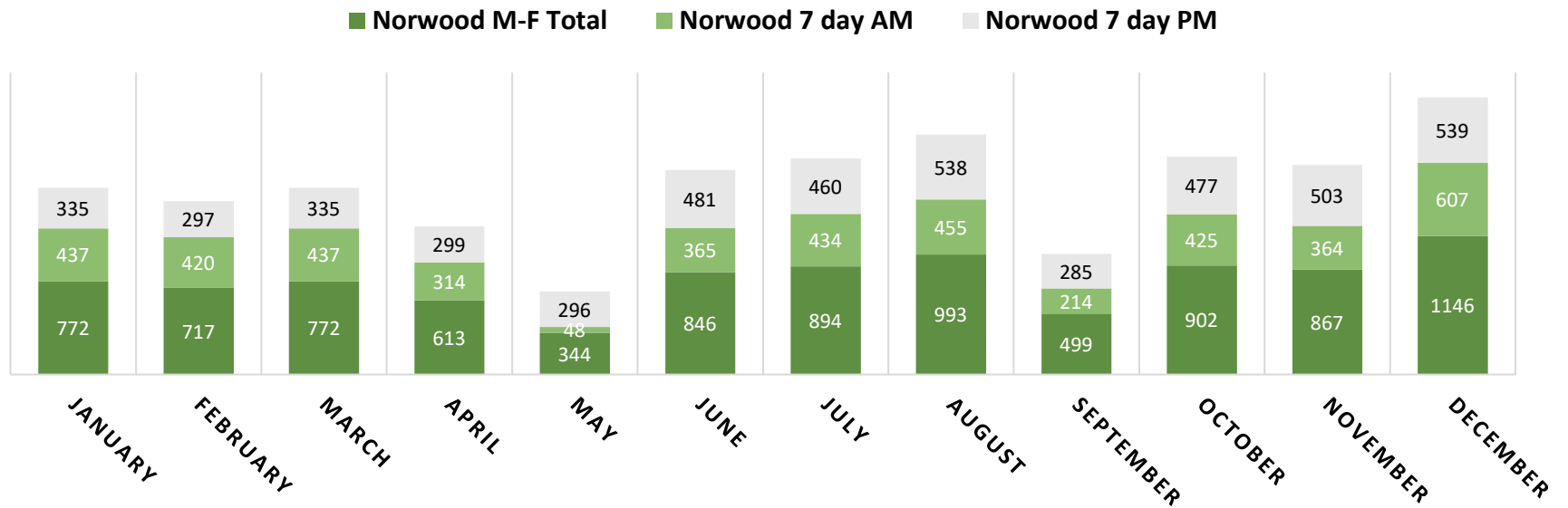
It is understood that each situation involving a disruptive passenger involves a unique set of facts and circumstances and follow up, if any, will be based on a review of these factors. Every effort will be made to mitigate the circumstances when possible. It must be noted that under serious circumstances, a suspension or termination of services may be issued after the first or second incident.



NORWOOD M-F



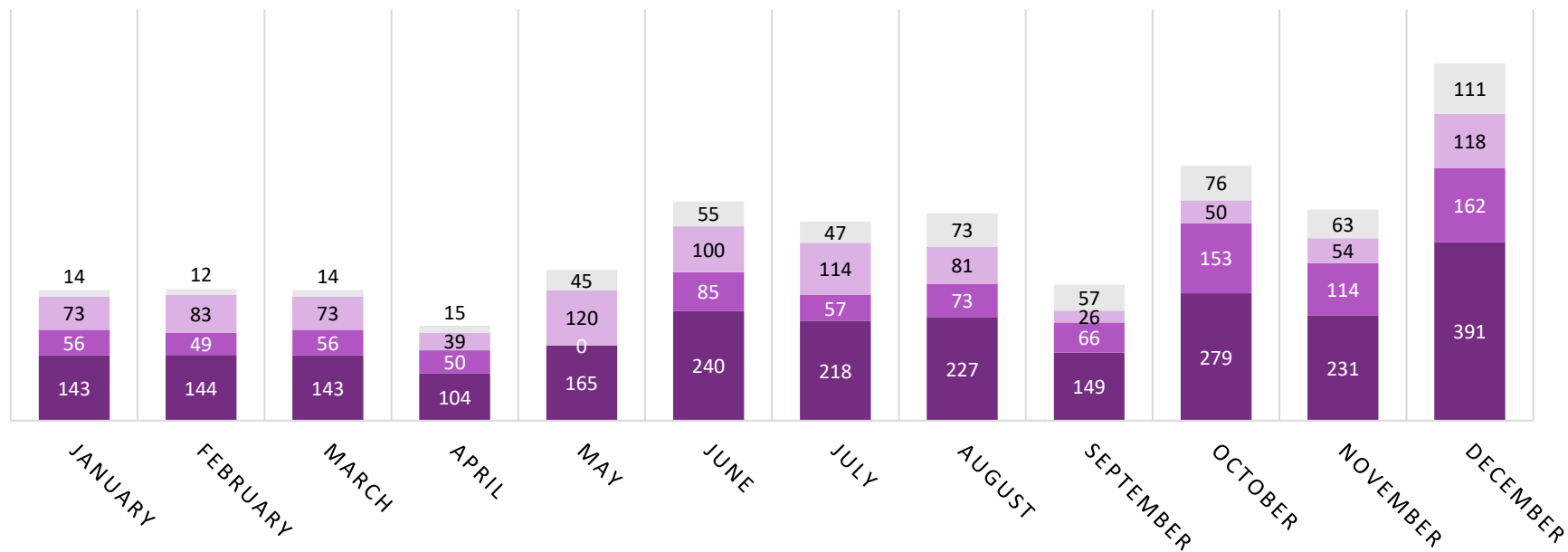
NORWOOD 7 DAY





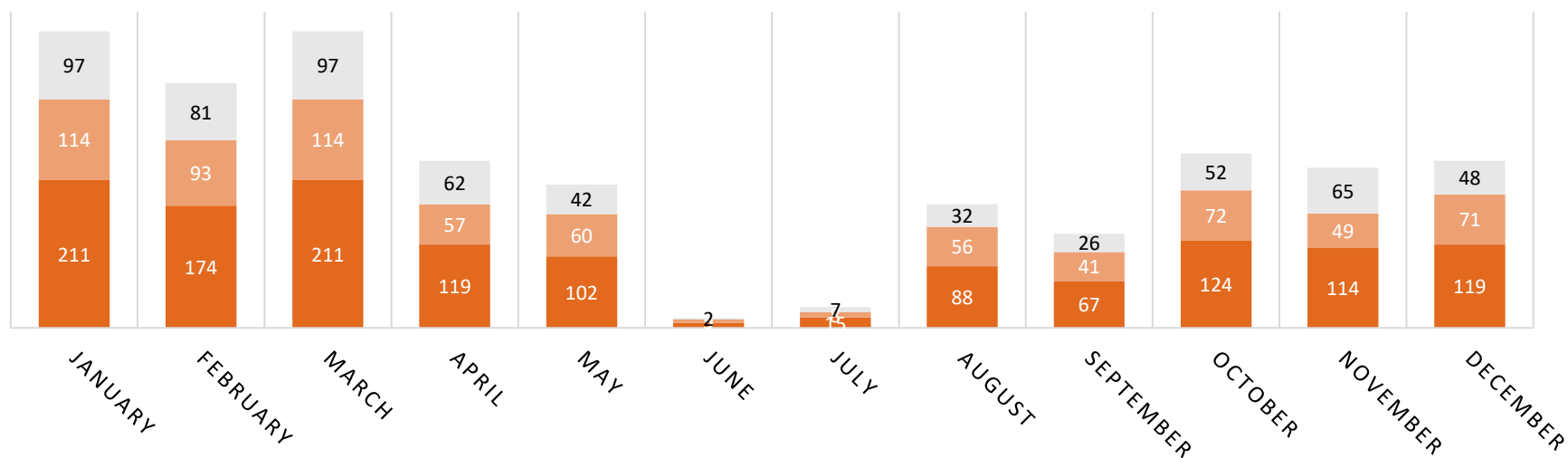
DOWN VALLEY

Down Valley Total DV AM DV Midday DV PM



RICO

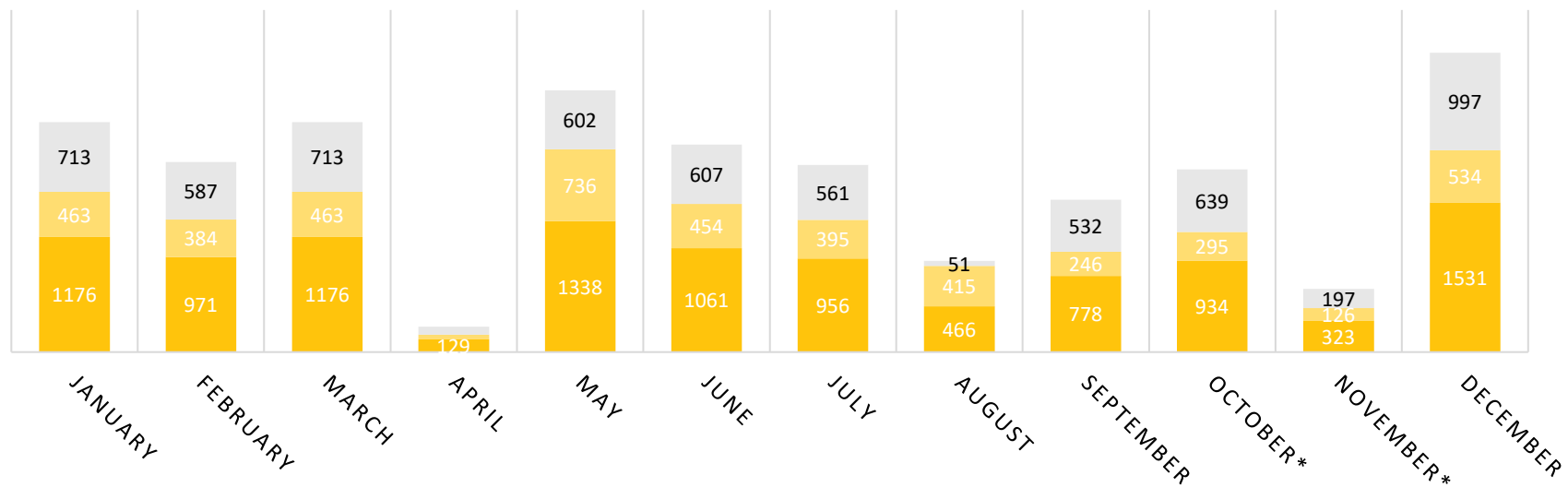
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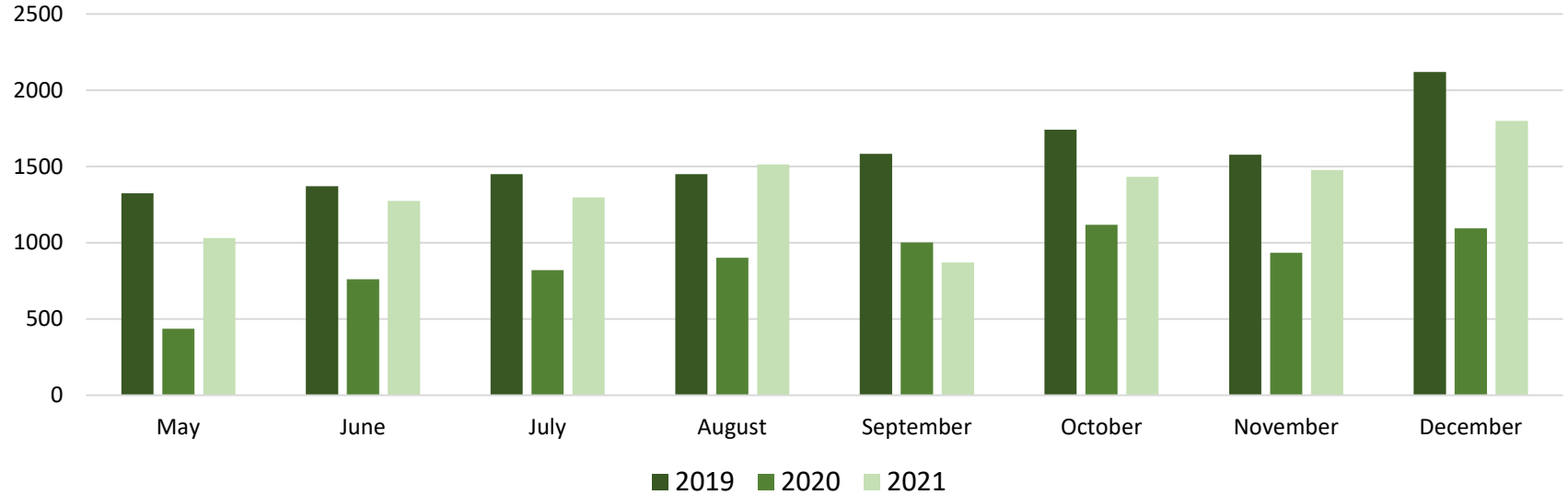
LAWSON HILL ROUTE

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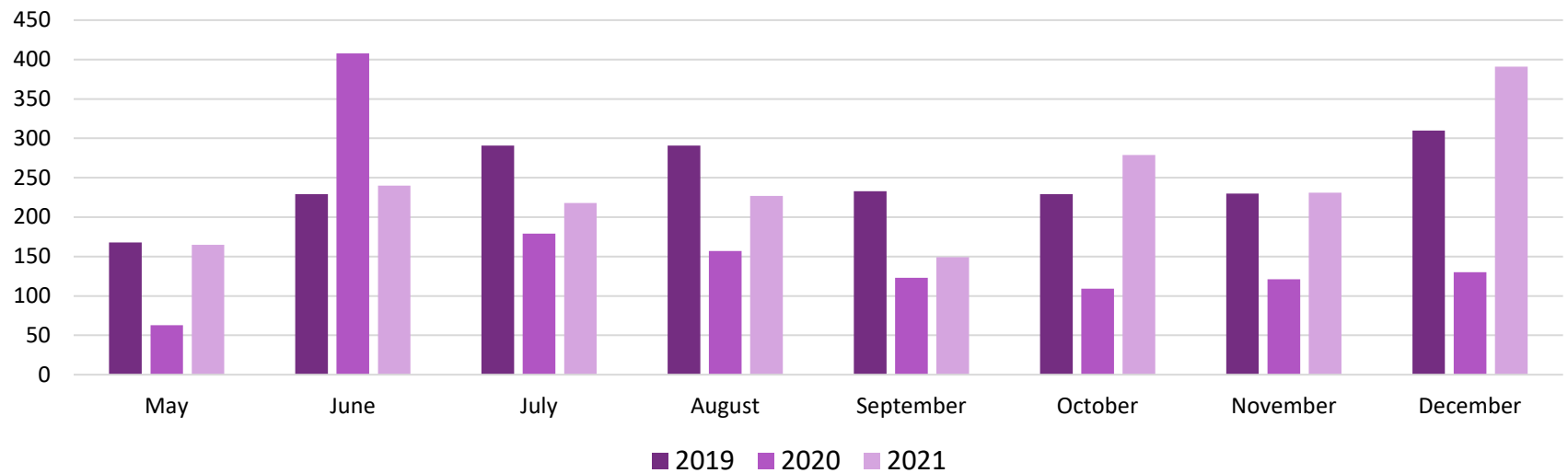




NORWOOD ROUTE

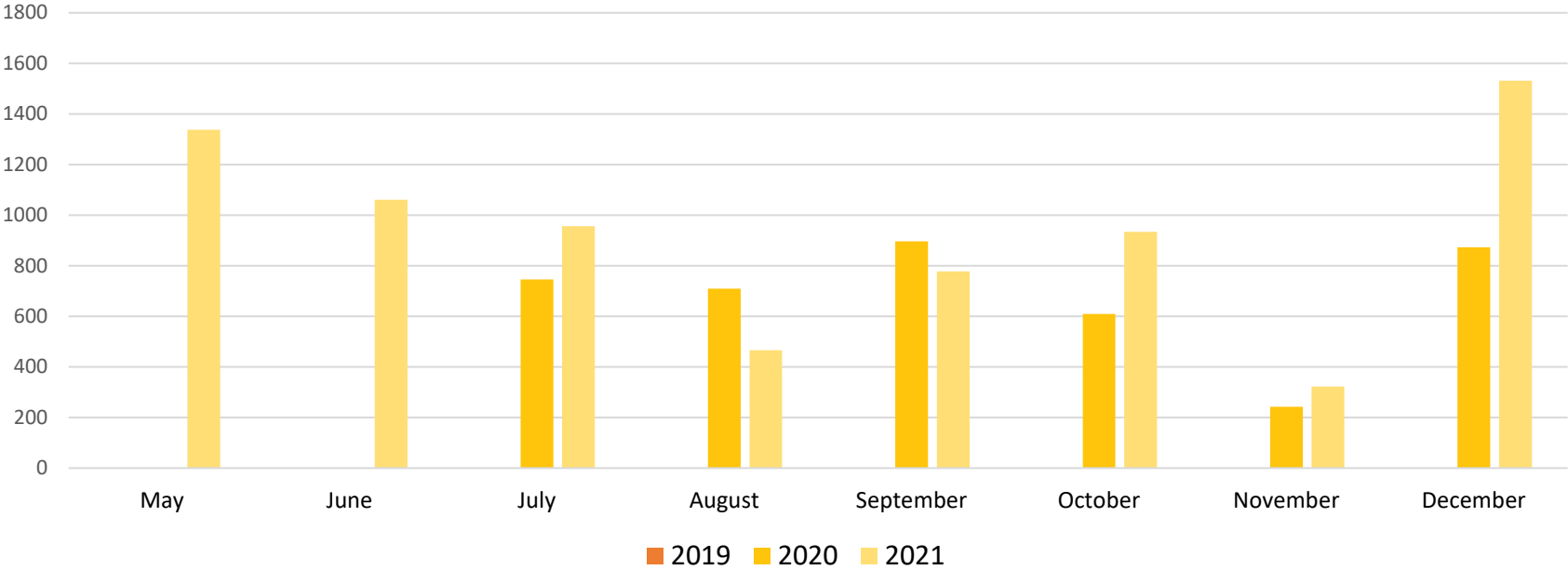


DOWN VALLEY ROUTE

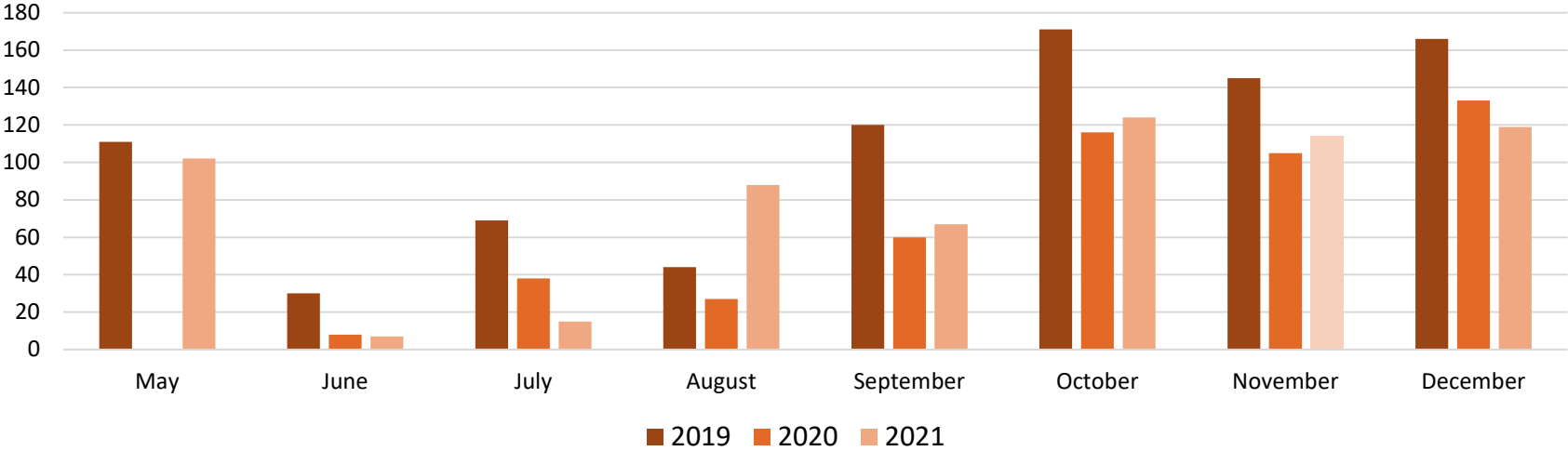




LAWSON HILL ROUTE



RICO ROUTE



SMART Executive Director report – January 13th, 2022

Grants: Starting to think about next summers CDOT Capital Call for projects. As a starting point, I am anticipating a request for 4-5 large (40') buses. These would consist of 2 replacements for the Norwood bus plus a back up for that route, and another large bus for Montrose – Telluride service, with the potential for a backup for that route as well. I also anticipate requesting up to 6 replacement vans for our current vanpool program. With any luck we'll also be in a good position to put together a request for facility upgrades at 137/135 Society Drive. Pending further discussion with the Board, I am not anticipating that we'll be pursuing electric buses at this time.

Lawson Facility updates: New garage door ordered for 135 Society Dr. Door is being replaced because of age and decay/maintenance issues.

Meadows Underpass project: No update.

Fiscal Year '21 Audit: Engagement letter from CSD (our independent auditor) has been signed and returned. I anticipate that we'll kick the audit off sometime in early February.