



San Miguel Authority for Regional Transportation
Board of Directors Meeting Agenda
May 11th, 2023
3 p.m.

This meeting will be held virtually via Zoom:
<https://us02web.zoom.us/j/89953629789?pwd=TetFOFRDQnBoNUZZQnVSMXJYb0ZjQT09>

Meeting ID: 899 5362 9789
 Passcode: 535012
 One tap mobile
 +17193594580,,89953629789#,,,,*535012# US
 +12532158782,,89953629789#,,,,*535012# US (Tacoma)

Item No.	Presenter	Item Type	Topic	Packet Page	Estimated Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2023-13, Part 1a, regarding the Review and Approval of the April 13th, 2023 Agenda and Consent Items. Resolution 2023-13, Part 1b, regarding the Review and Approval of March 9th, 2023 Meeting Minutes.	6	5
3.	Averill	Action	Resolution 2023-14: Selection of Consultant team for development of a Strategic Operating Plan	7	15
4.	Averill	Report	Q1 2023 Performance Report	56	10
5.	Averill	Report	Q1 2023 Financials Report	58	5
6.	Distefano	Report	May 2023 Operations Report	60	10

7.	Averill	Report	Executive Directors Report	63	10
8.	All	Report	Roundtable 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 April 13th, 2023 Regular Meeting
Virtual meeting minutes**

Member Directors Present: San Miguel County – Lance Waring. Town of Telluride – Adrienne Christy.
Town of Mountain Village – Marti Prohaska, Harvey Mogenson. Town of Rico – Joe Dillsworth

Staff Present: David Averill and Kari Distefano (SMART). Kelly Kronenberg (Telluride Express)

Others: Paul Wisor

The meeting was called to order at 3:00 p.m.

Item 1: Public Comment

No public comment was offered.

Item 2: Resolution 2023-11, Part 1a, regarding the Review and Approval of the April 13th, 2023 Agenda and Consent Items and Part 1b, regarding the Review and Approval of March 9th, 2023 Meeting Minutes.

Harvey Mogenson moved to adopt Resolution 2023-11, parts 1a and 1b.
Marti Prohaska seconded the motion.

A unanimous vote approved the motion.

Item 3: April 2023 Operations Report

Distefano presented the April 2023 Operations report with updates on the Swiftly real time bus app, Spring Offseason service, new online payment feature for vanpool customers, and marketing efforts.

Item 4: Executive Directors Report

Averill gave updates on HB1101 progress, vehicle orders, and gondola subcommittee activities.

Item 5: Executive session pursuant to C.R.S. 24-6-402 (e) (I) and (f): re: Mountain Village Gondola

Patrick Berry moved to adopt Resolution 2023-10
Marty Prohaska seconded the motion.

Lance Waring moved to enter into Executive Session at approximately 3:20
Adrienne Christy seconded the motion.

The Board exited the Executive Session at approximately 3:30

Item 6: Executive Session pursuant to C.R.S. 24-6-402 4(a) and 4(e) (I), (Open Meetings Law) and Sections 6.09 (a) (1) and (a) (5) of the SMART Bylaws for the purpose of: determining positions that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding possible acquisition of real property to discuss potential real estate transaction.

Lance Waring moved to enter into Executive Session at approximately 3:31
Joe Dillsworth seconded the motion.
The Board exited the Executive Session at approximately 3:38

Item 7: Adoption of Resolution 2023-12, authorizing SMART to enter into a contract for the purchase of real property.

Lance Waring moved to adopt Resolution 2023-12.
Marti Prohaska seconded the motion.

The meeting was adjourned at 3:42 p.m.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS MAY 11TH, 2023 REGULAR MEETING**

RESOLUTION NO. 2023-13

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 May 11th, 2023; 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 May 11th, 2023 regular meeting the Board took action on the following:
 - a. Approval of the May 11th, 2023 meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the April 13th, 2023 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 MAY 11TH, 2023.

Joe Dillsworth, Board Chair

ATTEST:

David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
May 11 th , 2023	3	D.Averill
Objective/Requested Action		
Action is requested by the Board to approve entering into an agreement with Fehr and Peers for consulting assistance with the development of a Strategic Operating Plan.		Report Work Session Discussion X Action
Key Points		
SMART released a request for proposals for consultant assistance in developing a strategic operating plan on March 13 th , 2023 with a due date for proposals on April 24 th , 2023. In response to the RFP two responsive proposals were received. Direct notices of this bidding opportunity were sent to 6 firms that were identified as potential proposers for the bid. The RFP was also advertised nationally through the Southwest Transit Association. The RFP review committee scored and ranked 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 met on May 5 th , 2023 to review the submitted proposals for completeness, responsiveness to stated criteria in the RFP, cost, and then ranking. The reviewers scores were relatively consistent with only minor variations. When the three reviewers scores were averaged, there was a clear rank order amongst the proposals, with Fehr and Peers being the top candidate. In addition, 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, that the proposed timeline adhered to that identified in the RFP, and that the proposed cost was reasonable.		
Supporting Information		
NA		
Fiscal Impact		
The total project budget for development of the strategic operating plan is \$40,000. \$32,000 of this amount is being funded through a Federal Transit Administration section 5304 grant, which was awarded and is administrated by the Colorado Department of Transportation. SMART is matching that grant amount with \$8000 in local funds – which represents SMARTS costs for the project.		
Advantages		
Fehr and Peers is a nationally recognized multi-modal transportation planning firm. Entering into a contract with them for the development of our strategic operating plan ensures that SMART will be able to develop a well thought out “road map” to work with over the next several years.		
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. for assistance in development of the SMART Strategic Operating Plan.		
Attachments		
Attachment A – SMART RFP 2023-1 Attachment B – responses to submitted questions Attachment C – Fehr and Peers proposal		



Request for Proposals #2023-1

*For Consultant Services in Support of the Development
of a Strategic Operating Plan*

Released March 13th, 2023

The San Miguel Authority for Regional Transportation (SMART) is seeking a qualified consultant or team of consultants to assist with the development of a five year strategic operating plan. The plan will include a robust public involvement process resulting in a written technical report that addresses the six identified task areas to be examined.

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 unincorporated areas of the R1 School District in San Miguel County. The residents of the Town of Rico Colorado voted into the SMART jurisdiction in November of 2019. SMART is primarily funded by a .25 cent sales tax and .75 mil levy collected in these jurisdictions.

As part of the intergovernmental agreement outlining SMARTS responsibilities an initial service plan was developed which primarily consisted of consolidating existing regional services that had previously been funded separately by the Town of Telluride, Town of Mountain Village, and San Miguel County under the SMART “umbrella” of services. In 2018 SMART commissioned outside consultants to help develop a 5 year Strategic Operating Plan to build on those initial services. This initial operating plan identified an actionable set of changes and enhancements to the SMART regional transit system, identified capital needs, and made recommendations for the overall organization of SMART in future years.

The SMART Board elected to halt service expansion projects during the height of the coronavirus pandemic from roughly February of 2020 until May of 2021. Despite hitting pause on expansion projects for that time period SMART has been able to catch up with actions that the plan recommended for years 1-3. With few exceptions, the aforementioned expansion projects have been implemented or are on schedule for implementation in the next 3 to 18 months. Over this same time SMART has increased its fleet size by 12 vehicles (4 buses and 8 vans) and made steady progress towards meeting its facility needs.

II. SCOPE OF WORK

Project Goals and Purpose

The goal and purpose of this project is to refine existing service schedules, evaluate current transit needs, evaluate SMART’s fare policies and structure, optimize and potentially reconfigure existing services, and plan for future service demand and expansion.

Expected Outcomes

The project will result in the development of an actionable strategic operating plan driven by community input. It will include a robust financial and resource analysis, recommendations for service sustainability and will identify key service expansion opportunities. The work will culminate in a final report.

Project Tasks

Task 1 - Demographic Review: This task will be a review of the latest demographic information (2020 census) and other resources for the purpose of understanding demographic shifts in our region, commuting trends and other relevant information.

Task 1 work product: Technical report on the findings of the demographic review and how that information will influence the remainder of the study.

Task 2 - Evaluate and prioritize potential service expansion projects: This task will evaluate and prioritize service expansion projects that may be warranted in the next five years with the development of more housing dispersed throughout the region, major activity center development, current demand on existing routes, etc.

Task 2 work product: Technical report summarizing the findings of this task, including a prioritized and phased list of expansion projects to be pursued, including costs, capital needs, and organizational considerations.

Task 3 - Route Optimization Analysis: This task consists of a route optimization analysis that looks at corridors where there is potential overlap of SMARTs current services that could be served more efficiently or where schedules could reasonably be consolidated.

Task 3 work product: Technical report summarizing the findings of this task, including recommendations for consolidating schedules or revising the timing of schedules.

Task 4 – Micro-Transit Suitability Analysis: This task will be an analysis of how “micro-transit” may be a suitable mode for certain parts of the SMART service area that are difficult to serve through traditional fixed route services.

Task 4 work product: Technical report summarizing the suitability of micro transit in the SMART service area, including a cost/benefit analysis, potential ridership, and capital needs.

Task 5 – SMART Fare Structure Analysis: This task will require the evaluation of the current SMART fare structure (for both fixed route services and vanpools) in relation to our peer agencies and equity across the region. This task will also include a discussion of the pros/cons of potentially making SMART a “fare free” system.

Task 5 work product: Technical report and recommendations regarding potential changes to the SMART fare structure. This work product should also address a potential move to a fare free system, where fare free services might be most appropriate (for example, should fares be waived for areas *outside* of the SMART taxing district as well as inside the district), cost/benefits, etc.

Task 6 – Implications of incorporating the Mountain Village – Telluride Gondola into the SMART suite of services: This task will require an analysis and consideration of the implications of a growing role in gondola funding and operations over the next five years.

Task 6 work product: Report consisting of a high level summary of what organizational changes may need to be pursued over the next five years to best position SMART to support capital investments and operations/maintenance of the gondola system in future years.

III. TIMELINE, SCHEDULE AND BUDGET

SMART RFP 2023-1 Selection Process Timeline

Milestone	Date
RFP released	March 13th, 2023
Questions/Inquiries Due	March 27th, 2023
Responses to Questions released	March 31 st , 2023
Proposals Due	April 24 th , 2023
Complete Proposal Evaluations	May 4 th , 2023
Recommendation of Contract Award to SMART Board of Directors	May 11th, 2023
Final Award Notification	May 12 th , 2023



PROJECT SCHEDULE

SMART Strategic Operating Plan - Timeline*

Milestone	Estimated Date
Consultant work begins with reception of CDOT Notice to Proceed	TBD depending on CDOT contract execution
Consultant Research and Background Work	Early summer 2023
Creation of detailed work plan and public input process	Summer 2023
Consultant Site Visit for Project Launch (Conditions assessment review)	Summer 2023
Update Board of Directors on draft findings and public input	Fall/Winter 2023/24
Final strategic operating plan completed and published	Early Spring 2024
Final plan presentation to Board of Directors	Spring 2024

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

BUDGET

This project will have a total budget of \$40,000 with 80% State and 20% Local split. \$32,000 will be provided from CDOT administered FTA section 5304 grant funds and \$8,000 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 March 27th, 2023 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 March 31st, 2023.

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-resort and regional transit systems. Also include any knowledge or applicable experience with regional transportation authorities.
- d. Statement of Work
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 April 24th, 2023.
Proposals must be submitted by email or surface mail to:

David Averill, Executive Director, SMART

Email: david.averill@smarttelluride.com

USPS only to this address: PO Box 3140, Telluride CO 81435

FedEx/UPS only to this address: 302 Adams Ranch Rd, Unit 8, 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 or meeting the stated project budget, but rather 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 May 4th, 2023.

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 #2023-1 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/offeror 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 of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or 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_____

Questions received for SMART RFP 2023-1
March 31st, 2023

Q1: There is mention within the RFP of the development of a public input process, but it is not included in the scope of work. Is the public input process something we should include in our statement of work and cost estimate? If so, are there details you can provide on anticipated public input, in terms of meetings, interviews, outreach events, surveys, etc.?

A1: Yes, a public input process should be included in the proposed scope of work and cost estimate. We anticipated that 3-4 public meetings will need to be held at timely intervals to accomplish this important component of the study and look forward to seeing what respondents to the RFP propose in this regard. SMART staff will of course assist in scheduling, organizing, and staffing these meetings. A public survey component will likely be desirable in evaluating service expansion and optimization options and should be a component of a public outreach plan.

Q2: As we read the RFP, comprehensive delivery of the project tasks included likely exceeds the available budget noted. Would you prefer:

- a. We include a budget that accomplishes all the RFP tasks but with identified limitations for how we would modify/constrain the scope to stay within the budget? (base budget only)
- b. We include a constrained budget with additional scope and additional fee identified per task to fully deliver the project? (base budget plus optional scope per task)
- c. We include a full featured budget that includes what we believe are all the necessary task elements to provide SMART with answers to all the needed questions? (complete budget for optimal project delivery)
- d. We include tasks 1-4 in the base budget, as they seem to fit together and could be accomplished within your base budget, and separate tasks 5 and 6 into add-on tasks with separate budgets as optional tasks for SMART to consider? (base tasks plus optional tasks)

A2: Our preference would be option D.

Q3: What does SMART envision for public engagement for this project?

A3: Please see response A1 above.

Q4: Will SMART staff assist in some of the public engagement?

A4: Please see response A1 above.



SMART Strategic Operating Plan

Response to RFP #2023-1

Proposal Submitted by:
Fehr & Peers
410 17th Street, Suite 1000
Denver, CO 80202

Proposal Submitted on:
04.24.2023

Proposal Submitted to:
**San Miguel Authority
for Regional
Transportation**

April 24, 2023

David Averill, Executive Director
San Miguel Authority for Regional Transportation
PO BOX 3140, 137 Society Drive Unit B
Telluride, CO 81435

Subject: Fehr & Peers - Proposal for: Strategic Operating Plan

Dear Mr. Averill:

On behalf of Fehr & Peers, we are excited for this opportunity to support SMART in developing a forward-thinking yet practical Strategic Operating Plan. An updated Strategic Operating Plan is critical for SMART to address how and where to best deliver service that meets current needs and future demand.

Fehr & Peers will bring several unique advantages to this project for SMART:

- **Knowledge of SMART through** the delivery of SMART's Specialized Transit Roadmap for Older Adults and People with Disabilities and Jason Miller as Associate-in-Charge who was Project Manager for both the Specialized Transit Study and the original 2019 Strategic Operating Plan.
- **Leaders in mountain town and rural transit planning** assisting numerous communities with similar transit planning projects: All Points Transit, the Summit Stage, Eagle Valley RTA, Routt County, Lake County, and Park County among others.
- **Microtransit experts** with significant recent experience analyzing and planning microtransit services for a variety of clients in operating settings including Moab, Utah and the City of Denver.
- **Implementation focus** on every project. We understand that for new services to move from planning to implementation there must be a clear path for SMART to move forward to start new services or change existing ones.

To meet the specific needs of this project, we have assembled an experienced team of professionals from Fehr & Peers, led by Sydney Provan, who will serve as Project Manager. Sydney has delivered many successful transit plans in rural and mountain communities across Colorado and excels in blending community input and data analysis to develop implementation focused plans for her clients. We will deliver a concise and targeted Strategic Operating Plan with a set of implementable strategies organized in phases with costs clearly defined, along with identification of needed partnerships, capital projects, and organizational impacts. 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-in-Charge

INTRODUCTION

WHY FEHR & PEERS?

Transit planning has been a core service of Fehr & Peers since our founding in 1985. Over the past 35 years, we have worked on transit planning, implementation, funding strategies, and operations studies across the United States in communities large and small. We are nationally recognized experts who routinely publish original research, serve on national committees, and teach courses to others in the industry. We do this while maintaining our commitment to translating those techniques into unbiased, practical solutions that are implementable.

Fehr & Peers’s Denver office has worked on transportation projects throughout the mountain rural and resort communities of Colorado for nearly two decades. Through this experience we have gained a deep understanding of the transit providers and opportunities for more coordinated and efficient transit service. Our Denver team is supported by a national bench of over 300 planners, engineers, and technical specialists who are committed to helping tackle our clients’ problems.



ADVANTAGES FOR SMART

Fehr & Peers and our team of passionate professionals provide SMART with significant advantages for successfully carrying out this project.

Knowledge of SMART and Experience with Past Efforts

Our team has recently completed and delivered SMART’s Specialized Transit Roadmap for Older Adults and People with Disabilities, a plan outlining how SMART can better serve high need populations. We will leverage this recent knowledge of SMART’s service characteristics, community dynamics, and organizational considerations to quickly identify needs and opportunities for the updated Strategic Operating Plan.

Our proposed project manager, Sydney Provan, was instrumental in delivering the Specialized Transit Roadmap, and our proposed Associate-in-Charge, Jason Miller, was Project Manager for both the Specialized Transit Study and the original 2019 Strategic Operating Plan. This continuity and knowledge of local transit needs and constraints will allow this updated Strategic Operating Plan effort to quickly identify needs and opportunities that are realistic and context sensitive.

Leaders in Mountain Town Transit Planning

Fehr & Peers brings a deep understanding of the challenges faced by rural, mountain communities such as those served by SMART, where regional connections to resort areas exist but local needs are often left unmet. Our Colorado-based team focuses on mountain town transit planning as one of its primary markets, and we have led, as the prime transit planning consultant using the exact team we are proposing for this project, over a dozen

rural, resort, and mountain community transit plans and analyses in the last three years.

Recent and ongoing examples include:

- ✓ All Points Transit On-demand Microtransit Study (2022)
- ✓ Park County Transit Feasibility Study (ongoing)
- ✓ Lake County Transit Feasibility Study (2022)
- ✓ Summit Stage Short Range Transit Plan (2020), and Equity and Access Study (2021)
- ✓ Eagle Valley RTA Planning Support (2022, on-call)
- ✓ Routt, Craig, and Steamboat RTA Planning Support (ongoing)
- ✓ Aspen Integrated Mobility Study (2020)
- ✓ Park City Short Range Transit Plan (2023)
- ✓ Vail Mobility and Transportation Master Plan (ongoing)
- ✓ Big Sky Transportation District Microtransit Planning (2022), RAISE Grant Support (2023), and Transit Development Plan (ongoing)
- ✓ Moab Transit Development Plan with Microtransit (2022) and Policy/Procedure Development (2022)

We understand how a lack of affordable housing, high equity needs, and limited access to community services can combine to create disparate transportation impacts and significant mobility barriers – by recognizing these challenges, we have developed transit strategies to increase transportation access and quality of life in challenging to serve communities such as those within SMART’s service area.

Microtransit Experts

Fehr & Peers has significant recent experience analyzing and planning microtransit services for a variety of clients in operating settings like SMART. Microtransit can be an effective tool to replace low performing fixed route service, or as a new, standalone public transportation service to serve underserved or unserved areas. As a relatively new service, there are many potential paths to success using microtransit, but there are also many pitfalls that we can help navigate and avoid through our team’s experience. As a result of our work, we have learned many lessons about what success factors contribute to a successful microtransit program including:

- Service area size of two to five square miles per vehicle, depending on density
- Mix of destinations within service area, such as residential, commercial, transit hubs or high frequency transit, medical services, and social services
- Mix of population densities within service area, often matching low to medium density housing with higher density commercial areas or a connection to high quality fixed route transit
- Ability to group trips to/from key destination at similar times
- Fare structure that balances convenience, affordability, and ridership goals
- Comprehensive marketing and public education
- ADA accessible vehicles and call-in option for those without smartphones

Robust, Independent Microtransit Ridership Estimation and Trip Forecasting

Our team has recent and direct experience developing forecasts for microtransit trip patterns and ridership based on multiple estimation techniques using demographic data, origin-destination patterns and travel modeling, and service characteristics. We believe it is important to develop a realistic picture of how well microtransit can meet the needs of a particular service area. Factors such as microtransit zone size, population density, connection to fixed route transit, connection to key destinations, and demographic characteristics all shape the performance profile.

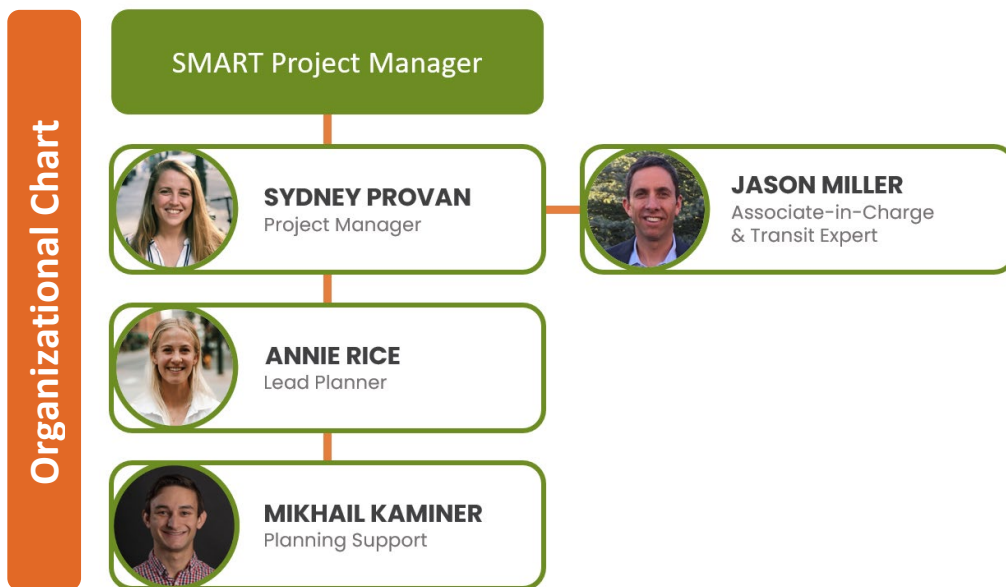
We believe it is also important to have independent, unbiased estimation of the potential of microtransit or other on-demand services. While Fehr & Peers works closely with on-demand vendors such as Downtowner, Via, RideCo, Spare Labs, TripSpark, Q-Ryde, and Pantonium, we understand that these vendors' primary goal is to grow their market share for

their microtransit solutions. Through our numerous, recent on-demand and microtransit projects, we have developed a deep understanding of how and where new on-demand solutions can succeed and where they will not work – microtransit is not right for every situation. We will bring this trusted advisor perspective to SMART and this project.

Implementation Focus

To every project our team brings a keen awareness of the challenges of implementation. We understand that for new services to move from planning to implementation there must be a clear path for SMART to move forward to start new services or change existing ones.

As your partner in advancing SMART's goals, we commit to forging strong partnerships, bringing a diverse set of ideas, and developing a practical and actionable strategic operating vision. Our ultimate approach to this project will be to leave SMART with a clear set of practical and implementable near-term actions that can be used immediately to improve the reach and impact of SMART transit services.



QUALIFICATIONS

KEY STAFF QUALIFICATIONS

Sydney Provan – Project Manager

Sydney Provan is a Transportation Planner in Fehr & Peers’s Denver office. Sydney has worked on several transit projects throughout the state in both rural and urban areas. She is passionate about using her skills in data analysis, community engagement, and transit planning to improve transportation access in the communities she works in. Sydney helped lead the Lake County Transit Feasibility Study which identified the existing transit needs in Lake County and developed a proposed new bus route to serve Leadville and its surrounding communities. She also helped Lake County apply for MMOF grant funding for this project which they were awarded this summer.

Sydney also has experience developing plans to improve the equity of transit service like the Summit Stage Equity & Access Study and the SMART Senior & Disability Transit Roadmap. She is passionate about planning transit improvements in a holistic way that considers transit stop amenities, first and last mile connections, and rider experience. Sydney brings a high level of collaboration and communication with clients to every project she manages to ensure projects are delivered within budget and with the highest quality of deliverable.

Jason Miller – Associate in Charge & Transit Expert

Jason is a transportation professional with over eighteen years of career experience planning, developing, and implementing effective multimodal transportation solutions. Jason has worked on a wide range of transportation projects that have included advanced and emerging mobility studies that have included microtransit, transportation network company (TNCs) partnerships, and bus rapid transit strategies; transit route and development plans that have incorporated creative first/last mile solutions; transit technology plans with smart infrastructure and real-time customer information; and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director, Jason is passionate about planning implementable transportation solutions that reduce emissions while building a stronger, more connected community. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus.

Annie Rice – Lead Planner

Annie Rice is a Transportation Planner with the mission to design transportation systems that reduce emissions, improve equity, and create better places and quality of life for all. Her passion for active, safe, transportation began during her time living in the Netherlands. Since then, her transportation interests have grown to include transit planning, safety, and the efficient distribution of street and curbside space. Annie is currently working on fare-free transit service planning scenarios for the Eagle Vail Regional Transit Authority. She previously created a service plan for the West Elizabeth corridor bus rapid transit project in Fort Collins, CO and worked in Lubbock previously on the Citibus Facility Plan, developing an updated system vision. She has been involved in several transit projects where she performed data analysis, mapped existing and future routes, and synthesized public feedback.

Mikhail Kaminer – Transportation Planning Support

Mikhail Kaminer is a Transportation Planner in the Denver office with the mission to expand community access through widespread multimodal transportation options. His passion for accessible and liberating transportation stems from an appreciation for the different transportation modes and transit systems he has experienced throughout the world and at home in the Denver metropolitan area. He particularly enjoys utilizing data and mapping to analytically understand the needs of unique communities. For example, Mikhail is actively contributing to the Thornton Transit Study through a Big Data analysis of travel patterns, which will guide implementable alternatives for increased access to desirable destinations in Thornton.

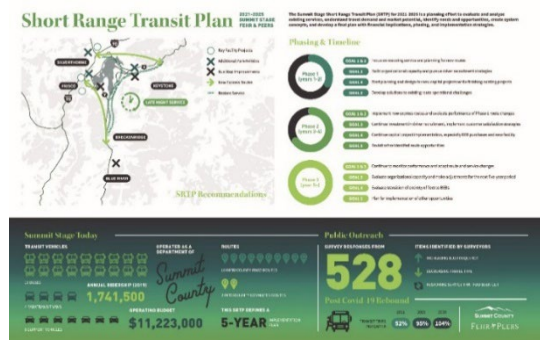
RELEVANT EXPERIENCE

SMART SPECIALIZED TRANSIT ROADMAP

Fehr & Peers recently delivered the Specialized Transit Roadmap for the San Miguel Authority on Regional Transportation. This roadmap included an analysis of demographic data as it relates to the need for specialized transit solutions within the RTA's service area and beyond. This project also involved significant community and stakeholder engagement through focus group style meetings, both virtually and in-person, as well as an online survey in order to understand the community's needs and priorities as it relates to specialized transit services. The final deliverable for this project included short-, medium-, and long-term recommendations for improving transportation access for older adults and people with disabilities. Recommendations included improvements to existing transit service, new services, marketing and information sharing, and partnership opportunities.

SUMMIT STAGE SHORT RANGE TRANSIT PLAN

Fehr & Peers developed a Short-Range Transit Plan on behalf of Summit Stage. The effort involved a thorough analysis of the agency's existing service, financials, and capacity to serve unmet needs with the existing service area. We carried out a public outreach campaign that included surveying and a virtual workshop. Through that process, we identified the local need for more frequent transit service, shorter travel times that would make Summit Stage a viable choice over driving, and a desire to restore service that had previously been cut back. The final Short Range Transit Plan included recommendations for adding late night service that better aligns with the travel schedules of residents relying on the service for commute trips, new express routes that would improve the rider experience, and targeted recommendations for increasing organizational capacity through driver recruitment and retention strategies as well as a performance monitoring program. The Plan provided Summit Stage with a roadmap for delivering a service that connects residents with their community.



Reference:

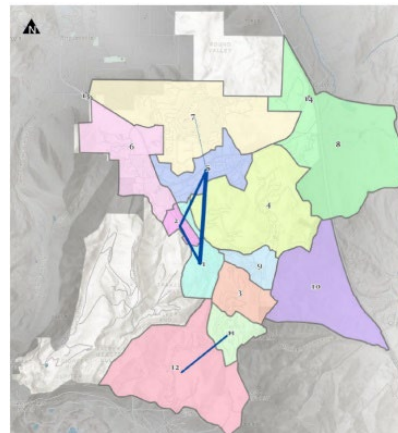
Chris Lubbers, Transit Director at Summit Stage Transit
(970) 668-4161

Chris.Lubbers@summitcountyco.gov

PARK CITY SHORT RANGE TRANSIT PLAN

Fehr & Peers developed a Short-Range Transit Plan on behalf of Park City, UT. This includes five core elements to address the transit mobility challenges in the ski-oriented resort community:

1. A detailed analysis of current transit performance and review of future community conditions.
2. 5-year route and service improvements.
3. Analysis on new and emerging transit technologies including aerial and micro-transit.
4. Detailed operational and capital financial plans, estimates of required revenue and associated expenses.
5. Related policies, procedures, staffing needs, community partnerships; and
6. An implementation plan, and phasing.



The existing conditions analysis involved an origin-destination travel market analysis using StreetLight Data. The primary issues that were addressed through the plan include speed and reliability improvements, connectivity between transit service types, reimagining service to accommodate changing nodes and patterns, and integrating mobility to enable better non-driving mobility options.

Reference:

Alex Roy, Senior Transportation Planner of Park City, Utah
 (435) 615-5314
alex.roy@parkcity.org

ALL POINTS ON-DEMAND TRANSIT STUDY

Fehr & Peers lead the development of an on-demand transportation study for All Points Transit. The agency serves San Miguel and Delta Counties with a Dial-a-Ride service that serves as a critical lifeline for area residents without access to a personal vehicle. While All Points Transit service is a strong resource for many, All Points Transit desired to examine opportunities for expanding its reach and serving new riders while staying mindful of resource limitations. Fehr & Peers conducted a comprehensive analysis of existing services, a stakeholder-driven outreach process, and developed a set of alternatives for both rethinking existing services and adding new local and regional service throughout the study area using a combination of fixed route, Dial-a-Ride, and on-demand microtransit service. In the final phase of work, Fehr & Peers assisted All Points Transit with identifying a preferred alternative and developing an implementation plan for the preferred alternative that details operating and capital costs by year, staffing needs, fleet needs, and funding opportunities.

Reference:

Sarah Curtis, Executive Director of All Points Transit
 (970) 249-8865
scurtis@allpointstransit.org

SUMMIT STAGE EQUITY & ACCESS STUDY

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 (S RTP) 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 backbone of this project was extensive community engagement. The project team worked closely with local organizations to distribute surveys and host four focus groups in both English and Spanish with residents in the Summit Stage service area. The team also conducted 1:1 interviews with community leaders and service providers. 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 S RTP implementation.

RECOMMENDATIONS FOR THE FIRST YEAR OF IMPLEMENTATION

The following is a list of priority recommendations that can be pursued within the first year of implementation of this study. High-level cost estimates provided for each group of recommendations.

 <p>NEW BUS STOPS \$35,000 (approximate)</p> <p><small>Additional Stops at:</small></p> <ol style="list-style-type: none"> 1. Sweet Meadow Village 2. Dillon Valley East Chabhouse 3. West Hills Village at Wintergreen in Keystone 4. Mountain View Village Mobile Home Community (stops on both sides of US 24) 5. Lake Fork Mobile Home Community 	 <p>ADDITIONAL DRIVER TRAININGS \$10,000 (approximate)</p> <p><small>Explore additions to the required trainings for bus operators. Additional trainings could include:</small></p> <ol style="list-style-type: none"> 1. Basic Spanish language training for drivers 2. Cultural sensitivity training for drivers to help facilitate interactions with passengers who speak languages other than English. 3. English language classes that would be offered to potential drivers whose primary language is not English (this would be a recruitment tool). 4. Additional training on the Americans with Disabilities Act and cultural sensitivity training on disability to help drivers have positive interactions with riders with disabilities. 	 <p>CREATE A MOBILITY MANAGER \$80,000 (approximate)</p> <p><small>Create a role within Summit Stage staff for a mobility manager who can be a consistent liaison between the community and Summit Stage. The role's first tasks can be:</small></p> <ol style="list-style-type: none"> 1. Add Spanish translations to the Summit Stage App. 2. Create a rider training program in partnership with local community groups like FIRC, the Community Care Clinic, and the School District. 3. Identify print and web materials that need to be translated into Spanish and identify a culturally appropriate translator. 4. Investigate next steps needed to make the commuter routes permanently fare-free. 5. Provide information in both English and Spanish at flagging stops on commuter routes or eliminate the flagging policy.
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Reference:

Chris Lubbers, Transit Director at Summit Stage Transit
(970) 668-4161

Chris.Lubbers@summitcountyco.gov

EAGLE VALLEY RTA FORMATION SUPPORT



Fehr & Peers led a transit planning support effort to support the development of a regional transportation authority for Eagle County that expands and coordinates ECO Transit with the efforts of Vail Transit and Avon Transit. Activities include understanding the implications, both for ridership and operational costs, of implementation of a fare free zone; developing service scenarios for expanded service under an RTA; defining needed infrastructure and capital projects to support expanded transit services (and capital cost estimation); and working with local elected officials and stakeholders on how best to message RTA service and project needs.

Reference:

Eva Wilson, PE, PTOE.

Avon Public Works Director

ewilson@avon.org

ROUTT COUNTY RTA FEASIBILITY STUDY

Fehr & Peers is leading a planning support effort to support the development of a regional transportation authority for Routt County, the City of Steamboat Springs, and the City of Craig for voters to vote on in November 2024. The goals of the project include balancing ideal local and regional transit service levels, identifying fleet needs and impacts on route operations, improving speed and reliability of transit operations, understanding land use patterns, planning for the integration of multiple transportation modes, and identifying partnerships with other transportation providers and modes. The project also includes strategy development, public outreach, cost estimation, and the development of proposed conditions.



Reference:

Sarah Jones, Director of Social Responsibility for the City of Steamboat Springs
(303) 388-6981

sajones@steamboat.com

MOVE GRAND AVENUE BRT ANALYSIS



Fehr & Peers led the parking analysis and alternatives development as part of an alternatives analysis for extending the Roaring Fork Transportation Authority (RFTA) bus rapid transit (BRT) line (known as VelociRFTA) from south Glenwood Springs into downtown Glenwood Springs. The VelociRFTA is a rural BRT that runs 40 miles between Aspen and Glenwood Springs. As part of this work Fehr & Peers documented the existing parking supply and demand at the two RFTA park-and-rides in Glenwood Springs as

well as in downtown, including latent demand at the park-and-rides. We made short- and long-term recommendations for improving public parking, vehicle access, and curbside management as well as recommendations related to potential BRT alignments and transit operations into downtown Glenwood Springs. We also developed a paid parking implementation plan to guide the city in effectively introducing paid parking downtown. Due to the impact of COVID-19 on travel patterns in summer 2020, Fehr & Peers successfully used anonymous cellphone-based origin-destination data provided by StreetLight (Big Data) as well as historical satellite imagery to forecast summer parking demand (in addition to winter parking occupancy data collected on the ground).

Reference:

David Johnson, AICP, Director of Planning at Roaring Fork Transportation Authority
(970) 384-4979

djohnson@rfta.com

PARK COUNTY TRANSIT DEVELOPMENT STUDY

Fehr & Peers is currently finalizing a transit development study for Park County, where transit services are currently limited. The study considers the unique elements of Park County, which in addition to its gaps in local transportation, also has heavy regional travel patterns, lengthy travel times, weather implications, and many populations who are older adults aging in place and people with disabilities. The study includes a needs analysis, community outreach, and service development and implementation strategies.



Reference:

Gail Nehls, CEO of Envida
 (719) 633-4602
gnehls@Envidacares.org

DENVER CONNECTOR MICRO-TRANSIT IMPLEMENTATION



This plan was developed for the City and County of Denver Department of Transportation & Infrastructure for an on-demand transit solution (microtransit) for deployment in the Montbello and Globeville-Elyria-Swansea neighborhoods of Denver. The goal was to provide an enhanced, flexible, convenient transportation solution that doesn't duplicate existing services and makes connections including first/final mile, community destinations, or specialty

transportation needs. The end result was an implementable service plan and procurement guidance and development for contracted service operations. With assistance from Fehr & Peers, the Denver Connector began operating in October of 2021 as a free service open to the public. The original 12-month pilot was so successful the program has been extended for the next two years and is expanding into other neighborhoods around the city.

Reference:

Stephen Rijo, Principal City Planner at Denver Department of Transportation and Infrastructure
 (720) 913-0721
stephen.rijo@denvergov.org

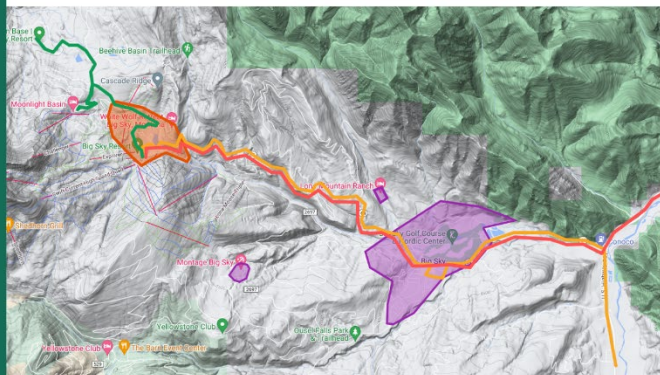
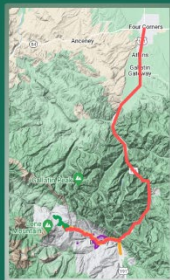
BIG SKY SHORT- & LONG-RANGE TRANSIT PLAN

Fehr & Peers is supporting the Big Sky Transportation District (BSTD) as it navigates a surge in visitation to its service area and corresponding increase in demand for its services. Working collaboratively with BSTD's executive director and board of directors, Fehr & Peers has led the development of short-range service planning scenarios and long-term growth scenarios. Following the

selection of a preferred growth scenario, BSTD is planning to pursue sustainable funding through a local property tax measure. Fehr & Peers evaluated existing transportation and land use conditions, collected community input through a bilingual survey, and led visioning work sessions with stakeholders and board members to develop a cohesive vision for the future of the district. Fehr & Peers has worked with BSTD to apply for federal funding for facilities and fleet improvements and provided design and operations support for the development of a central mobility hub in Big Sky.

SCENARIO 1

Enhanced existing local and regional service with supporting on-demand coverage



- Higher frequency regional service
- Higher frequency local fixed route service with simplified Green route
- On-Demand:
 - Limited service to Montage from Town Center
 - On-Demand zone serving Big Sky Resort base

STATEMENT OF WORK

PROJECT UNDERSTANDING & APPROACH

We understand that SMART needs a focused and targeted comprehensive analysis of its transit services to guide the growth, development, and adaptation of the system over the next five years and beyond. Fehr & Peers understands that the SMART SOP must address:

- How to balance meeting demand with appropriate transit service levels
- Opportunities for new and innovative service modes such as microtransit
- Infrastructure and facility needs, including transition to battery electric buses and impact on route operations and maintenance needs
- Constraints of transit operations, especially relative to new bus stop or service requests
- Land use patterns and growth predictions
- Impact of assuming gondola responsibilities
- Partnerships and coordination with other transportation providers such as the Galloping Goose, All Points Transit, and Bustang

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

- What are the current operational challenges stretching agency resources?
- What are the opportunities for retooling routes and services?
- How will commuter patterns continue to adapt and change?
- Do new service delivery models and/or route structures need consideration and how are they implemented?
- What will the operating and capital funding implications be?

- Is fare free appropriate for SMART and what are the costs and benefits?

We understand the local context for this study and how critical it is that we set an innovative, opportunistic, and realistic course. SMART is a crucial component of the local community, both from a quality of life and an economic perspective, and we want to develop a plan that allows SMART to improve its service effectiveness and deepen its 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 evolve. Fehr & Peers understands we must provide a future proof SOP that has adaptive service scenarios and phased implementation.

CURRENT CONTEXT

Through our recent work and involvement in previous planning efforts, we understand that SMART is at a critical point in its evolution as a relatively young RTA. Much has been achieved since SMART was formed in 2016. We know that the context of this study is shaped by many factors including:

Execution on 2019 Plan Goals

Since the completion of the first SOP in 2019, SMART has been able to execute on almost all the 2019 goals including:

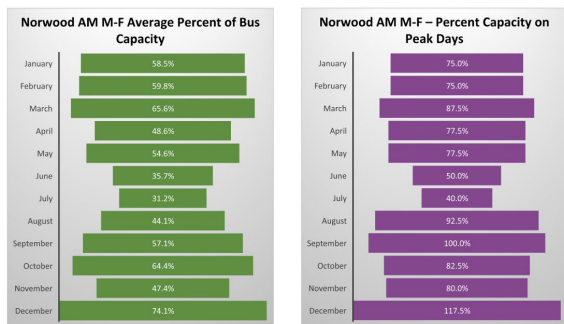
- ✓ Year-round consistency for Lawson Hill, as well as filling the midday gap in service
- ✓ Formalizing commuter shuttles into standard vanpool model with evaluation of new routes

- ✓ Securing a new facility
- ✓ Expanding and improving bus fleet, evaluating zero emission transition
- ✓ Year-round connectivity between Lawson Hill and Mountain Village directly
- ✓ Developing improved service for older adults and those with disabilities through the Specialized Transit Study
- ✓ Extension of Norwood Route to Naturita
- ✓ Coordination with Bustang and other regional services

With so many goals achieved, SMART is in an excellent position to review and reset ahead of the next five years of growth and development.

Strong Demand and Post-Covid Recovery

SMART retained and grew ridership over the course of the past three years, much stronger than most peer agencies. In fact, SMART is experiencing capacity challenges on certain runs and routes. Although SMART is not over capacity on average, it does create some rider perception that there isn't enough room on buses.



Through this updated SOP, we can dive deeper into capacity analysis and work to create service alternatives that perhaps increase capacity at key times.

Gondola Implications

With local planning underway for the transition of the gondola from Mountain Village in 2027 upon expiration of the current operating agreement and a recommendation from the gondola planning leadership committee to have SMART assume gondola oversight and funding, this study will help understand how SMART prepares for this from an organizational and financial standpoint.

Locally Preferred Alternative: New System (June 2022)

Option 3: Replace the Current Gondola with a New System			
	Benefits	Drawbacks	Key Questions
	Maximize system capacity and reliability. Minimize operational risk	Slightly higher capital cost than major upgrade (offset by total cost of ownership)	Funding strategy: Local contributions and outside grants/assistance?
	Low operational and maintenance costs (Best-in-class)		What features are most important to prioritize/upgrade?
	Minimize lines. Maximize safety, ADA accessibility and passenger satisfaction		Station planning: Community and local government preferences?
	Greatest environmental benefit (less emissions and vehicle miles traveled)		
	Greatest station area potential for multimodal integration and transit-oriented development		

The language in the current IGA allows SMART to plan for a transition of the gondola to SMART by 12/31/27 and for SMART to fund capital improvements and operations with some stipulations. However, there are many questions to answer about how SMART makes this transition.

SCOPE OF WORK

Fehr & Peers has prepared a fee we believe can effectively and comprehensively answer the questions SMART is seeking understanding through the Strategic Operating Plan Process. The total fee exceeds SMART's budget for all 6 tasks but meets SMART's budget for the labor for base tasks 1-4 and a task 0 which Fehr & Peers has added to account for project management time, meeting time, and public outreach.

Although it may be possible to fit all 6 tasks into the base budget identified, we believe that this

would require too simplistic of an approach and too cursory of a review of the key issues at hand. We would rather fully answer your questions and provide you with fully considered deliverables, as opposed to only the high-level overviews that would be required to meet the identified SMART budget for all tasks. From our experience working on similar transit operating plans, we believe this approach is appropriate in order for us to deliver a quality plan that will set SMART up for implementation of the plan in the future. The tasks for this proposal are broken out into the “Base Tasks” (0-4) and “Additional Tasks” (5 & 6).

BASE TASKS

We have proposed meeting the base budget identified by SMART for Tasks 0 through 4. Tasks 5 and 6 will require additional budget.

Task 0 – Project Management & Public Outreach

Project Management

Fehr & Peers understands the Strategic Operating Plan is a major priority for SMART and that the project will benefit from a compact schedule with focused results and on-time delivery at every stage of the project. To meet the schedule and to ensure coordination, we propose bi-weekly meetings as needed between SMART’s Project Team and the Fehr & Peers team. The Fehr & Peers team will communicate openly with SMART staff through phone calls or e-mails, as necessary. Sydney Provan will lead this project and be the single point of contact for the Fehr & Peers team to make communication efficient and clear. She will bring other Fehr & Peers staff into meetings and tasks as needed and manage those staff directly to ensure quality work products. Sydney will manage staff availability and the remaining budget on both a monthly and weekly basis to

ensure Fehr & Peers dedicates the appropriate amount of staff time to this project to deliver the plan.

Public Outreach

Fehr & Peers proposes a multi-faceted public outreach process where Fehr & Peers prepares surveys, meeting materials, and flyers for the project and SMART coordinated locally to distribute surveys and project information through local email list serves, local radio and newspapers, and in high-traffic community hubs. Fehr & Peers proposes a public outreach strategy that includes:

- One online survey and/or interactive map. (Paper copies of the survey can also be developed.)
- Materials for “pop-up” stations at local events to have one-on-one conversations with residents and visitors.
- 3 targeted virtual stakeholder meetings with representatives for key populations.
- Flyers, social media posts, and draft emails for SMART to distribute to promote the project and survey.

Survey and flyer will be translated into Spanish in order to reach community members who speak limited English or are more comfortable giving feedback in Spanish.

Task 0 Work Product:

Bi-weekly project team meetings

Public outreach strategy and materials including:

- Survey or online mapping tool
- Materials for “pop-up” stations
- 3 targeted virtual stakeholder meetings
- Flyers, social media posts, and draft emails

Task 1 – Demographic Review

The foundation of the Strategic Operating Plan will be a comprehensive demographic review of the SMART service areas. Fehr & Peers brings a unique efficiency to this task having conducted a demographic review for the Specialized Transit Roadmap. As appropriate Fehr & Peers will build upon this work recently completed and update elements as needed.

The demographic review will be centered on understanding demographic shifts in the region, comparing updated demographics to those of in the 2019 Strategic Operating Plan as well as considering the State Demographer’s projections for the future. Specific data analyzed can include population density, age, physical ability, income, vehicle access, commuting modes, and travel times. This direct comparison to the previous Strategic Operating Plan will ensure consistency across plans. The demographic review will include key takeaways that will be critical to consider in the remainder of the study.

Task 1 Work Product:

Technical report on demographic findings and impact on the Strategic Operating Plan

Task 2 – Evaluate & Prioritize Potential Service Expansion Projects

We will start this task by developing possible service criteria against which service expansion concepts will be evaluated. Starting with a list of up to 20 potential criteria we will solicit input on evaluation criteria from the SMART project team. The result of the exercise will be identification of the top 4-6 metrics that will be used to rate and score preliminary service and

route options. Possible criteria may include safety, customer satisfaction, financial cost, ADA implications, greenhouse gas emissions, staffing implications (especially driver needs), operational/maintenance impacts, passenger ease of use, and community benefits.

The preliminary options will be measured against the established criteria and will be presented with relative budget implications, ridership estimations, and organizational impacts. Funding assumptions will be developed around two scenarios: a constrained budget based on limited growth of existing funding and a moderate growth scenario based on reasonable future funding growth.

Task 2 Work Product:

Technical report summarizing the findings of this task, including:

- Prioritized and phased list of expansion projects to be pursued
- Costs
- Capital needs
- Organizational considerations

Task 3 – Route Optimization Analysis

Fehr & Peers will study the efficiency, redundancy, customer experience, and ridership performance of SMART’s existing services to determine if there are adjustments that could be made to existing services to improve customer experience, ridership, or cost efficiencies. This task will rely heavily on SMART’s own performance data.

Task 3 Work Product:

Technical report summarizing the findings of this task, including recommendations for consolidating schedules or revising the timing of schedules.

Task 4 – Microtransit Suitability Analysis

Based on the information gathered in previous tasks about demographics and service expansion and optimization opportunities, Fehr & Peers will conduct a microtransit suitability analysis for three particular areas within the SMART service area. This suitability analysis will consider parameters such as population and job density, desired trip response time, maximum walking distance, trade-offs associated with performance characteristics (e.g., more indirect route but higher number of shared trips), and fleet implications. We will also model the likely trip patterns to establish performance estimations. This analysis will provide SMART with the data to understand if microtransit is feasible within the service area and existing resource opportunities or at what point microtransit may become a viable service option for the RTA.

Task 4 Work Product:

Technical report summarizing the suitability of microtransit in the SMART service area, including a cost/benefit analysis, potential ridership, and capital needs.

ADDITIONAL TASKS

We have broken at the following tasks that are above the base budget of \$40k that was identified by SMART.

Task 5 – SMART Fare Structure Analysis

Fehr & Peers has worked with transit agencies throughout Colorado that have analyzed, considered, or implemented new fare structures including fare free systems. A fare free system can often be an equitable way to improve community mobility and build ridership, but it must be done in such a way as to not harm the financial sustainability of the agency.

Analysis Of Current Farebox Recovery

Fehr & Peers will develop a matrix that compares SMART's fare structure across all services with comparable services of peer agencies around the state. This matrix will compare not only the relative fares but also the level of service provided according to fares as well as the equity considerations for each fare model.

Implications Of Fare Free

We will seek to breakdown the current fare revenue SMART collected to understand the net farebox revenue after all costs associated with collecting fares are deducted from the total farebox revenue. Collecting fare revenue does

Example Microtransit Analysis Characteristics

Passenger Trips per Day	Passengers per Vehicle Service Hour	Average Response Time (goal)	Average Trip Distance	Average Trip Time
70-110	3.5	15 minutes	3 miles	10 minutes

not come without significant costs, in the form of:

- Staff to handle, count, and secure fare revenue.
- Staff to maintain farebox equipment.
- Staff to develop fare parameters and create and implement fare policy.
- Staff to enforce fare compliance.
- Fare collection equipment and associated ongoing and replacement costs.
- Accounting needs and associated risks of handling cash.

Our team will carry out a full cost accounting of current farebox revenue and associated farebox administration costs. We will create a full picture of the net costs associated with the current fare system to understand how much is left in fare revenue, net of costs. It is possible that the net fare revenue could be less than half of the total fare revenue. Having this net farebox revenue, as well as the total cost picture associated with fare collection, will help SMART make a more informed decision about a possible fare free system.

Task 5 Work Product:

Technical report and recommendations regarding potential changes to the SMART fare structure including the considerations and implications for move to a fare free system.

Task 6 – Implications of Incorporating the Mountain Village/Telluride Gondola

Fehr & Peers will build off our current work aiding other jurisdictions in the formation of an RTA, as well as Jason's experience as Executive Director of Mountain Rides Transportation Authority, to develop the organizational steps that will be needed to take over operations and

maintenance of the gondola system. We understand the critical questions to ask and barriers to understand in order to successfully combine services from very different providers. These questions include:

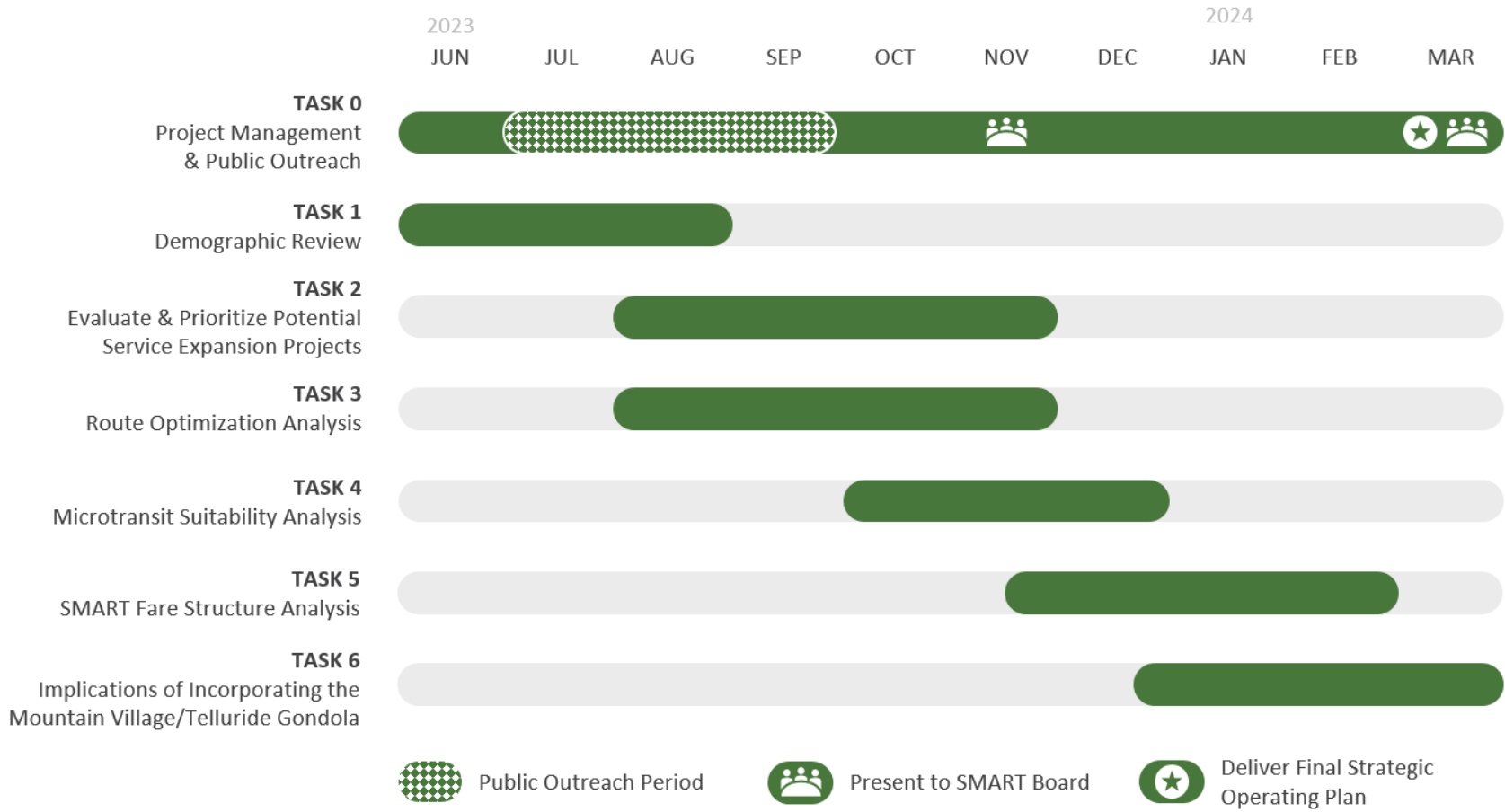
- What is the coordinating strategy?
- What is the list of roles and responsibilities that exist currently for operating and maintaining the gondola and who will be taking these roles over under a new service model?
- What are the pros and cons for SMART operating the service internally vs. contracting the service out?
- What new positions may need to be created within SMART?
- What operational agreements may be necessary and how might these impact SMART's current operations?
- Has this type of merger been done in peer communities and what was their model and experience?
- What financial implications will there be?

In order to inform this task, we will coordinate via email with Mountain Village staff who can provide more information about gondola operations as well as a virtual workshop with SMART staff and potentially SMART board members to discuss the information gathered and the options for implementation.

Task 6 Work Product:

Report consisting of a high-level summary of what organizational changes may need to be pursued over the next five years to best position SMART to support capital investments and operations/maintenance of the gondola system in future years.

TIMELINE



TRAVEL PROPOSAL

Fehr & Peers proposes the consultant team taking one trip to San Miguel County during this project. The trip could serve as an opportunity to conduct site visits, a kick-off meeting, and/or stakeholder groups.

Note on the FTA DBE Goal:

It is Fehr & Peers' understanding that, per the required FTA required contract clauses, a 10% Disadvantaged Business Enterprise goal for the awarded team. We wanted to confirm this requirement with you before building a team with DBE partners. However, if this is the requirement, Fehr & Peers has a list of DBE firms with work with often who could take on select pieces of this scope ton to fulfil the requirement.

COST

Fehr & Peers has prepared a fee we believe can effectively and comprehensively answer the questions SMART is seeking to understand through the Strategic Operating Plan. The total fee below exceeds SMART's budget for all 6 tasks but meets SMART's budget for the labor for base tasks 1-4 and a task 0 which Fehr & Peers has added to account for project management time, meeting time, and public outreach. Fehr & Peers' fee below breaks out the fee for tasks 0-4 and calls out the additional funds that would be required for Fehr & Peers direct costs, travel, and tasks 5 & 6. From our experience working on similar transit operating plans, we believe the fee we have proposed is appropriate for us to deliver a quality plan that will set SMART up for implementation of the plan in the future.

Task	Hourly Rate	<i>Charlie Alexander</i> Principal-in-Charge	<i>Jason Miller</i> Associate-in-Charge	<i>Sydney Provan</i> Project Manager	<i>Mikhail Kaminer, Kelsey Lindquist</i> Project Planners	<i>Nadia Jones</i> Administrative Assistant	Subtotal	
		\$260	\$235	\$155	\$135	\$125		
Base Budget Tasks								
Task 0 - Project Management and Public Outreach		1	4	30	24	1	\$ 9,215	
Task 1 - Demographic Review		0	2	8	20	0	\$ 4,410	
Task 2 - Evaluate and Prioritize Service Expansion Projects		0	12	24	32	0	\$ 10,860	
Task 3 - Route Optimization Analysis		1	8	16	20	0	\$ 7,320	
Task 4 - Microtransit Suitability Analysis		1	8	16	24	1	\$ 7,985	
Total Base Budget Hours		3	34	94	120	2	\$ 39,790	
							Labor subtotal	\$ 39,790
							Direct Costs, Comm, and Travel	\$ 3,200
							Base Budget Total	\$ 42,990
Additional Tasks 5 and 6								
Task 5 - SMART Fare Structure Analysis		1	12	20	24	1	\$ 9,545	
Task 6 - Implications of Incorporating Gondola into SMART		1	20	24	16	1	\$ 10,965	
Total Hours		2	32	44	40	2	\$ 20,510	
							Labor subtotal	\$ 20,510
							Direct Costs, Comm, and Travel	\$ 800
							Task 5 and 6 Total	\$ 21,310

APPENDIX A –

Federal Transit Administration and Colorado Department of Transportation Required Contract Clauses

SMART RFP #2023-1 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/offeror 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 of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or 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. Oepel

Date April 24, 2023

APPENDIX B – Key Staff Resumes



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

- Transit Planning
- Transit analytics
- GIS Mapping and spatial analysis
- Public engagement
- 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 projects throughout the state in both rural and urban areas. She is passionate about using her skills in data analysis, community engagement, and transit planning to improve transportation access in the communities she works in. Sydney helped lead the Lake County Transit Feasibility Study which identified the existing transit needs in Lake County and developed a proposed new bus route to serve Leadville and its surrounding communities. She also helped Lake County apply for MMOF grant funding for this project which they were awarded this summer.

Sydney also has experience developing plans to improve the equity of transit service like the Summit Stage Equity & Access Study and the SMART Senior & Disability Transit Roadmap. She is passionate about planning transit improvements in a holistic way that considers transit stop amenities, first and last mile connections, and rider experience. 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

- Park County Transit Study and Development Plan – Park County, CO
- SMART Senior & Disability Transit Roadmap – San Miguel County, CO
- 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



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 Studies and Service Planning
- Multimodal Integration
- Transportation Planning
- Microtransit and TNC Partnerships
- Multimodal Infrastructure and Mobility Hubs
- Small Urban Communities
- First/Last Mile Solutions
- Transit Technology and Intelligent Transportation Systems

ABOUT

Jason is a transportation professional with over eighteen years of career experience planning, developing, and implementing effective multimodal transportation solutions. Jason has worked on a wide range of transportation projects that have included advanced and emerging mobility studies that have included microtransit, transportation network company (TNCs) partnerships, and bus rapid transit strategies; transit route and development plans that have incorporated creative first/last mile solutions; transit technology plans with smart infrastructure and real-time customer information; and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director, Jason is passionate about planning implementable transportation solutions that reduce emissions while building a stronger, more connected community. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus.

EXPERIENCE

- Park City Transit Short Range Transit Plan – Park City, UT
- Lake County Transit Feasibility Study – Leadville, CO
- Summit Stage Equity & Access Study – Summit County, CO
- Fort Collins Transit Capital and Operating Funding Study – Fort Collins, CO
- Moab Transit Implementation Plan, Including Microtransit – Moab, UT
- All Points Transit On-demand Transit Study – Montrose, CO
- NE Denver Microtransit Implementation Plan – Montbello/Denver, CO
- Summit Stage Short Range Transit Plan – Summit County, CO
- Southern Teton Area Rapid Transit (START) 5-Year Route Plan – Jackson, WY
- Comprehensive Operational Analysis of Citibus – Lubbock, TX
- Sedona Transit Implementation Plan – Sedona, AZ
- Western San Luis Valley Transit Study – Saguache, CO
- San Miguel Area Regional Transportation (SMART) Strategic Operating Plan – Telluride, CO
- Carbon County Transit Development Plan – Red Lodge, MT
- Five-Year Transit System Plans (FYTSP) – State of Minnesota, Northwest Region (MN)
- Statewide Rural Intelligent Transportation Systems – Boise, ID
- Mountain Rides Transportation Authority Five-year Strategic Business Plan – Ketchum/Sun Valley, ID



Annie Rice

Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
University of Colorado Denver, 2021

Bachelor of Environmental Science and
Policy, University of Maryland College Park,
2017

AFFILIATIONS

Women in Transportation Seminar (WTS)

EXPERTISE

- Transit Planning
- Bicycle and Pedestrian Planning
- Complete Streets Design
- Safety
- Emerging Mobility
- Transportation Demand Management
- GIS Mapping and Analysis
- Graphic Design
- Curbside Management

ABOUT

Annie Rice is a Transportation Planner with the mission to design transportation systems that reduce emissions, improve equity, and create better places and quality of life for all. Her passion for active, safe, transportation began during her time living in the Netherlands. Since then, her transportation interests have grown to include transit planning, safety, and the efficient distribution of street and curbside space.

Annie is currently working on fare-free transit service planning scenarios for the Eagle Vail Regional Transit Authority. She previously created a service plan for the West Elizabeth corridor bus rapid transit project in Fort Collins, CO and worked in Lubbock previously on the Citibus Facility Plan, developing an updated system vision. She has been involved in several transit projects where she performed data analysis, mapped existing and future routes, and synthesized public feedback.

TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Avon-EVTA Transit Planning – Avon, CO
- West Elizabeth Corridor Concept Design – Fort Collins, CO
- Cheyenne Transit Development Plan – Cheyenne, WY
- City of Moab Transit FTA Policy and Plan – Moab, UT
- Citibus Facility Plan – Lubbock, TX
- All Points Transit On-Demand Transit Study – El Paso County, CO
- Tucson Equitable TOD Strategic Plan – Tucson, AZ
- Brighton Bicycle, Pedestrian, and Multimodal Plan – Brighton, CO
- Grand Junction Pedestrian and Bicycle Plan – Grand Junction, Colorado
- Denver Moves: Cherry Creek – Denver, CO
- Loretto Heights Parking and Mobility Study – Denver, CO
- Winter Park Mobility Study – Winter Park, CO
- Safe Routes to School – Denver, CO
- Boulder Curbside Management Plan – Boulder, CO
- Greeley Transportation Master Plan – Greeley, CO
- Evans Transportation Master Plan – Evans, CO
- Louisville Future 42 Corridor Study – Louisville, CO
- Thornton Transportation Master Plan – Thornton, CO
- Adams County Transportation Master Plan – Adams County, CO
- Des Moines Downtown Curbside Management Plan – Des Moines, IA



Mikhail Kaminer

Transportation Planner

EDUCATION

Master of Urban and Regional Planning,
University of Colorado Denver, 2022

Bachelor of Geography: Urban Planning and
Studies, University of Colorado Denver,
2020

EXPERTISE

- Transit Planning
- GIS Mapping and Analysis
- Safety
- Bicycle and Pedestrian Planning
- Graphic Design
- Data Science

ABOUT

Mikhail Kaminer is a Transportation Planner in the Denver office with the mission to expand community access through widespread multimodal transportation options. His passion for accessible and liberating transportation stems from an appreciation for the different transportation modes and transit systems he has experienced throughout the world and at home in the Denver metropolitan area. He particularly enjoys utilizing data and mapping to analytically understand the needs of unique communities. For example, Mikhail is actively contributing to the Thornton Transit Study through a Big Data analysis of travel patterns, which will guide implementable alternatives for increased access to desirable destinations in Thornton.

TRANSIT AND MULTIMODAL PLANNING EXPERIENCE WITH FEHR & PEERS

- Thornton Transit Study – Thornton, CO
- Globeville/Elyria Swansea Microtransit Planning – Denver, CO
- Park County Transit Plan – Park County, CO
- Routt County RTA Development – Routt County, CO
- Big Sky Transportation Support – Big Sky, MT
- Davis-SLC Community Connector – Salt Lake City, UT
- Erie Transportation Master Plan – Erie, CO
- Vail Mobility and Transportation Master Plan – Vail, CO
- Denver Moves: Cherry Creek – Denver, CO
- Brighton Bicycle, Pedestrian, and Multimodal Transportation Plan – Brighton, CO
- Grand Junction Pedestrian & Bicycle Master Plan – Grand Junction, CO
- Safe Routes to School – Denver, CO

OTHER TRANSPORTATION & TRANSIT PLAN EXPERIENCE

- Parker Senior Center and RTD Site Subarea Plan – Parker, CO
- Evaluating Resources for Denver's DHH Using Mapping Analysis – Denver, CO
- Public Transit on I-70 – Denver, CO
- Understanding the Impact of Various Factors on Injury Severity in Crashes – Denver, CO
- Reimagining DPAC – Denver, CO
- Recommendations for Denver's TOD Strategy – Denver, CO

**WE LOOK
FORWARD
TO HEARING
FROM YOU!**

CONTACT US

E: s.provan@fehrandpeers.com

P: (720) 539-7236

W: www.fehrandpeers.com

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING THE SELECTION OF FEHR AND PEERS FOR PLANNING CONSULTING SERVICES FOR THE SMART
STRATEGIC OPERATING PLAN**

NO. 2023-14

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (SMART) has a need for consulting services to assist in the development of a Strategic Operating Plan; and

WHEREAS, SMART distributed Request For Proposals (RFP) 2023-1 on March 13th, 2023 with the goal of identifying a qualified team of planning consultants that can best meet the needs of SMART in undertaking the development of a Strategic Operating Plan; and

WHEREAS, two qualified vendors, including Fehr and Peers submitted responsive proposals to SMART RFP 2023-1;

WHEREAS, staff from SMART reviewed the proposals for completeness and responsiveness to the stated criteria in RFP 2023-1 and recommends that the Board of Directors enter into an agreement with Fehr and Peers for the work identified in the Request for Proposals;

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

1. **THAT**, for the purpose of providing professional planning services undertaking the development of a Strategic Operating Plan they hereby select Fehr and Peers to undertake the work. The proposal submitted by Fehr and Peers is attached as Exhibit A.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS 11^H DAY OF MAY, 2023.

Joe Dillsworth, Board Chair

ATTEST:

David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
May 11th, 2023	4	D.Averill
Objective/Requested Action		
This is a discussion item to review the 1st Quarter of 2023 Performance Report.		Report Work Session X Discussion Action
Key Points		
Highlights and comparisons to Q4 of 2022: <ul style="list-style-type: none"> - Ridership continues to show a positive trend system wide - Norwood and Rico are showing their typical seasonal variability - Cost per passenger trip decreased on individual routes as well as system wide - Road calls and services disruptions due to mechanical issues decreased - The number of passenger complaints is showing improvement 		
Committee Discussion		
NA		
Supporting Information		
NA		
Fiscal Impact		
NA		
Advantages		
None noted.		
Disadvantages		
None Noted.		
Analysis/Recommendation(s)		
NA		
Attachments		
SMART Performance Report for 1st Quarter 2023		

SMART Performance Measures - 1st Quarter 2023

PM Category: Service Delivery																
Measure	Norwood 4th Q 2022	Norwood 1st Q 2023	Down Valley 4th Q 2022	Down Valley 1st Q 2023	Rico 4th Q 2022	Rico 1st Q 2023	Lawson 4th Q 2022	Lawson 1st Q 2023	Lawson-TMV 4th Q 2022	Lawson-TMV 1st Q 2023	Vanpool Program 4th Q 2022	Vanpool Program 1st Q 2023	Off-Season 4th Q 2021	Off-Season 1st Q 2022	System Total 4th Q 2022	System Total 1st Q 2023
Revenue Hours Provided	662	668	342	361	108	108	790	1183	124	248	914	850	1263	0	4203	3418
Ridership	6804	6654	1600	2229	466	406	1552	4633	195	599	2143	2294	6822	0	19582	16815
Ridership - Passengers/Revenue Service Hour	10.56	10	4.67	6	4.30	4	1.96	4	1.57	2.42	2.34	3	5.40	0	4.66	4.92

PM Category: Safety and Security																
Measure	Norwood 4th Q 2022	Norwood 1st Q 2023	Down Valley 4th Q 2022	Down Valley 1st Q 2023	Rico 4th Q 2022	Rico 1st Q 2023	Lawson 4th Q 2022	Lawson 1st Q 2023	Lawson-TMV 4th Q 2022	Lawson-TMV 1st Q 2023	Vanpool Program 4th Q 2022	Vanpool Program 1st Q 2023	Off-Season 4th Q 2022	Off-Season 1st Q 2023	System Total 4th Q 2022	System Total 1st Q 2023
Accidents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Incidents	2	1	0	1	0	1	1	0	1	0	2	0	0	0	6	3
Road calls for assistance	2	0	0	0	0	0	0	1	0	0	1	0	1	1	4	2

PM Category: Economic																
Measure	Norwood 4th Q 2022	Norwood 1st Q 2023	Down Valley 4th Q 2022	Down Valley 1st Q 2023	Rico 4th Q 2022	Rico 1st Q 2023	Lawson 4th Q 2022	Lawson 1st Q 2023	Lawson-TMV 4th Q 2022	Lawson-TMV 1st Q 2023	Vanpool Program 4th Q 2022	Vanpool Program 1st Q 2023	Off-Season 4th Q 2021	Off-Season 1st Q 2022	System Total 4th Q 2022	System Total 1st Q 2023
Cost per passenger trip	\$13.62	\$12.12	\$26.21	\$13.99	\$32.03	\$30.06	\$57.95	\$13.93	\$97.47	\$37.29	\$5.57	\$3.10	\$18.02	\$0.00	\$20.14	\$13.63
Fare recovery	\$13,288.00	\$16,635.00	\$714.00	\$1,383.00	\$1,043.00	\$1,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,780.00	\$6,460.00	\$0.00	\$0.00	\$19,328.00	\$25,548.00
Operating Farebox ratio (fares/expenditures)	14.34%	21.00%	2.90%	\$3.70	6.90%	8.70%	0.00%	\$0.00	0.00%	\$0.00	33.20%	\$0.54	0.00%	0.00%	4.10%	8.80%

PM Category: Passenger Comfort																
Measure	Norwood 4th Q 2022	Norwood 1st Q 2023	Down Valley 4th Q 2022	Down Valley 1st Q 2023	Rico 4th Q 2022	Rico 1st Q 2023	Lawson 4th Q 2022	Lawson 1st Q 2023	Lawson-TMV 4th Q 2022	Lawson-TMV 1st Q 2023	Vanpool Program 4th Q 2022	Vanpool Program 1st Q 2023	Off-Season 4th Q 2021	Off-Season 1st Q 2022	System Total 4th Q 2022	System Total 1st Q 2023
Passenger Complaints	2	1	2	1	0	0	0	2	0	0	0	1	6	0	10	5

S.M.A.R.T.
Budget vs. Actuals: FY23 Budget - FY23 P&L
 January - March, 2023

	Total			% of Budget
	Actual	Budget	over Budget	
Income				
4200 Grants				
4201 CDOT Planning (5304) Grant	7,179.00	7,999.98	-820.98	89.74%
4203 CDOT Operating (5311) Grant	0.00	45,540.00	-45,540.00	0.00%
4205 CASTA August Fare Free Campaign	5,677.00	0.00	5,677.00	
4209 CDOT MMOF Funding	0.00	31,999.98	-31,999.98	0.00%
4211 CDOT CRRSAA grant (unanticipated)	41,282.00	0.00	41,282.00	
Total 4200 Grants	\$ 54,138.00	\$ 85,539.96	-\$ 31,401.96	63.29%
4301 Rental Income	26,181.43	24,999.99	1,181.44	104.73%
Fees for Service				
4050 Fixed Rate Fares	16,714.71	13,749.99	2,964.72	121.56%
4053 Van pool Fares	11,212.31	5,000.01	6,212.30	224.25%
Total Fees for Service	\$ 27,927.02	\$ 18,750.00	\$ 9,177.02	148.94%
Intergovernmental Revenue				
4060 Rico IGA Services	8,761.50	0.00	8,761.50	
4100 San Miguel County Contribution	14,623.72	37,500.00	-22,876.28	39.00%
4102 Town of Telluride Contibution	16,815.94	0.00	16,815.94	
Total Intergovernmental Revenue	\$ 40,201.16	\$ 37,500.00	\$ 2,701.16	107.20%
Tax Revenues				
4000 Property Tax Revenue	347,089.19	170,852.49	176,236.70	203.15%
4000.1 Property Tax Revenue (Abatement)	925.59	0.00	925.59	
Total 4000 Property Tax Revenue	\$ 348,014.78	\$ 170,852.49	\$ 177,162.29	203.69%
4002 Specific Ownership Taxes	7,257.32	0.00	7,257.32	
4002.1 Specific Ownership Taxes (Abatement)	19.35	0.00	19.35	
Total 4002 Specific Ownership Taxes	\$ 7,276.67	\$ 0.00	\$ 7,276.67	
4004 Interest on Taxes	-267.31	0.00	-267.31	
4004.1 Interest on Tax (Abatement)	-6.44	0.00	-6.44	
Total 4004 Interest on Taxes	-\$ 273.75	\$ 0.00	-\$ 273.75	
4006 Delinquent Tax	0.32	0.00	0.32	
4006.1 Delinquent Tax (Abatement)	0.05	0.00	0.05	
Total 4006 Delinquent Tax	\$ 0.37	\$ 0.00	\$ 0.37	
4008 Prior Year Abatement	-1,132.19	0.00	-1,132.19	
4008.1 Prior Year Abatement (Abatement)	-26.31	0.00	-26.31	
Total 4008 Prior Year Abatement	-\$ 1,158.50	\$ 0.00	-\$ 1,158.50	
4010 Sales Tax Revenue	364,914.58	200,000.01	164,914.57	182.46%
Total Tax Revenues	\$ 719,895.44	\$ 370,852.50	\$ 349,042.94	194.12%
Uncategorized Income	1.00	0.00	1.00	
Total Income	\$ 868,344.05	\$ 537,642.45	\$ 330,701.60	161.51%
Gross Profit	\$ 868,344.05	\$ 537,642.45	\$ 330,701.60	161.51%
Expenses				
Association Dues, Conf. & Training				
6080 Travel Expense	2,926.84	529.98	2,396.86	552.25%
6081 CASTA & SWTA Dues	0.00	562.50	-562.50	0.00%
6082 Conf. Registration & Lodging	0.00	1,059.99	-1,059.99	0.00%
6083 Training Registration & Lodging	0.00	397.50	-397.50	0.00%
Total Association Dues, Conf. & Training	\$ 2,926.84	\$ 2,549.97	\$ 376.87	114.78%
Facility Maintenance				
6034 Winter Plowing (office)	1,182.60	393.75	788.85	300.34%
6035 Utilities (office)	5,019.36	1,181.25	3,838.11	424.92%
6036 HOA Dues	393.63	394.98	-1.35	99.66%
6037 Janitorial (office)	825.00	866.25	-41.25	95.24%
6038 Landscape/Maintenance (office)	499.09	525.00	-25.91	95.06%
6039 Property Management (office)	2,408.90	2,250.00	158.90	107.06%
Total Facility Maintenance	\$ 10,328.58	\$ 5,611.23	\$ 4,717.35	184.07%
Lawson Hill Intercept Lot				
6301 Intrcpt Lot Maintenance & Plow	0.00	2,703.75	-2,703.75	0.00%
6303 Janitorial Supplies	0.00	643.74	-643.74	0.00%
6304 Janitorial Service	4,018.79	3,347.49	671.30	120.05%
6305 Utilities (gas/electric)	-126.23	643.74	-769.97	-19.61%
6306 Security/Parking Enforcement	0.00	2,317.50	-2,317.50	0.00%
6307 Garbage/Trash Removal	225.77	257.49	-31.72	87.68%
6308 Landscape Maintenance	0.00	643.74	-643.74	0.00%
Total Lawson Hill Intercept Lot	\$ 17,850.71	\$ 10,557.45	\$ 7,293.26	169.08%
Personnel Expenditures				
6100 Salaries	52,250.00	52,687.50	-437.50	99.17%
6110 401k Company Match	1,650.00	16,249.98	-14,599.98	10.15%
6112 Employee Health Insurance	6,877.00	8,007.00	-1,130.00	85.89%
6120 Payroll Tax Expense	4,232.26	4,249.98	-17.72	99.58%
Total Personnel Expenditures	\$ 65,009.26	\$ 81,194.46	-\$ 16,185.20	80.07%

(continued next page)

	Total			% of Budget
	Actual	Budget	over Budget	
Professional Services & Operations	3,330.05	0.00	3,330.05	
6010 Dues & Fees	3,085.72	562.50	2,523.22	548.57%
6020 Office Expense	28,940.08	1,500.00	27,440.08	1929.34%
6040 Insurance (PC/WC Coverage)	9,974.07	4,275.00	5,699.07	233.31%
6070 PR/Marketing	10,293.95	12,999.99	-2,706.04	79.18%
6071 Mileage Reimb.	0.00	624.99	-624.99	0.00%
6072 Website Support	0.00	874.98	-874.98	0.00%
6200 Attorney fees	5,150.00	3,750.00	1,400.00	137.33%
6210 Bookkeeping-CPA Audit	4,111.51	1,624.98	2,486.53	253.02%
6220 Consulting Services (5304 Grant)	0.00	1,999.98	-1,999.98	0.00%
Total Professional Services & Operations	\$ 64,885.38	\$ 28,212.42	\$ 36,672.96	229.99%
Professional Servies	4,593.75	0.00	4,593.75	
6240 Treasurer's Fee	10,406.08	5,250.00	5,156.08	198.21%
Total Professional Services	\$ 15,249.83	\$ 5,250.00	\$ 9,999.83	290.47%
Transit & Transp. Services				
6300 Rico/Lawson/DV/Norwood	260,486.89	195,249.99	65,236.90	133.41%
6340 Mtn. Village Shuttles	2,092.65	0.00	2,092.65	
6345 Fuel - Norwood/Down Valley/Rico/Lawson	15,802.76	30,000.00	-14,197.24	52.68%
6350 Offseason Service	0.00	72,000.00	-72,000.00	0.00%
6360 San Miguel County cmtr shuttle	8,037.06	17,499.99	-9,462.93	45.93%
6371 Van - Maintenance & Insurance	3,188.49	9,999.99	-6,811.50	31.88%
6372 Medical Shuttles	15,000.00	3,750.00	11,250.00	400.00%
6373 Parts Allowance (large buses)	1,363.56	12,499.98	-11,136.42	10.91%
6374 Service Expansion Pool	0.00	12,499.98	-12,499.98	0.00%
Total Transit & Transp. Services	\$ 305,971.41	\$ 353,499.93	-\$ 47,528.52	86.55%
Total Expenses	\$ 482,222.01	\$ 486,875.46	-\$ 4,653.45	99.04%
Net Operating Income	\$ 386,122.04	\$ 50,766.99	\$ 335,355.05	760.58%
Other Income				
4300 Interest Earned	9,323.79	0.00	9,323.79	
Total Other Income	\$ 9,323.79	\$ 0.00	\$ 9,323.79	
Net Other Income	\$ 9,323.79	\$ 0.00	\$ 9,323.79	
Net Income	\$ 395,445.83	\$ 50,766.99	\$ 344,678.84	778.94%

Tuesday, May 09, 2023 10:45:35 AM GMT-7 - Accrual Basis



May 5th, 2023

• **Update on Real-Time Passenger Information App**

Transit, the device app that is the public facing part of the real-time passenger information program SMART has implemented, has a dashboard that gives us information about users. As of the date of this report, we have 72 unique users. The following graph shows which routes are being viewed on the Transit app by users. I have not gotten any feedback about the app, so it is good to know that it is being used.

Line	Views	Clicks
Down Valley	474	74
Norwood	415	41
Offseason Local	334	193
Nucla Naturita	313	71
Offseason Express	220	70
Rico	67	2

• **On-line Payment Feature**

May is the first month that we have offered an opportunity to pay on-line to our vanpool members as a test for possibly selling ticket books on-line for the Norwood, Nucla/Naturita, Down Valley and Rico routes. The idea has been met with mixed reviews. Many of the Montrose/Telluride vanpool riders do not have credit cards and there is a small transaction fee associated with the use of a credit card. We have had several members of the Ridgway, Norwood/Mountain Village and Montrose/Mountain Village vanpools pay on line. I am still in the process of polling the drivers of our fixed route services to see what they think of ticket books being sold on-line. Again, so far it has been met with mixed reviews.

• **Underpass Update**

Work is progressing on the proposed underpass that will connect the Meadows Trail to the Galloping Goose Trail. The easement agreement that will allow public use of the emergency access road on the west side of the underpass has been approved by the Lawson Hill Property Owners Company. The Mountain Village is in the process of applying for a

RAISE Grant to help fund the construction. Survey work will commence shortly and the required environmental assessment will begin in early June. We had hoped to start the environmental assessment earlier, but due to the late, cold winter, weed and wetland plant identification has been somewhat delayed.

• **Offseason**

One of the features that is part of the Swiftly program, is an on-time performance report. This feature allows us to assess on-time performance and to identify problems. This report will also help us determine if adjustments need to be made to schedules.

There are three categories of on-time performance; late arrivals to scheduled stops, early departures from scheduled stops and missed stops. For our longer routes, Nucla/Naturita, Norwood, Down Valley and Rico, a bus is considered to be late if it arrives at a stop beyond ten minutes of the time that appears on the schedule. On the shorter routes, Lawson Hill, Lawson Hill/Mountain Village and the Offseason and Offseason Express routes, the bus is considered to be late if it arrives at a stop more than five minutes after the scheduled departure time. Any bus that leaves a stop more than a minute prior to the scheduled departure time is considered early. Missed stops are when the bus does not come to the stop at all.

Prior to our acquisition of Swiftly, I was using the GPS tracking devices that are on buses in conjunction with my GIS mapping system to track on-time performance. The process was tedious, time consuming and less accurate than the Swiftly system.

Offseason is always somewhat challenging. Because we have more routes and more hours, there are of necessity, more drivers that do not usually drive SMART routes.

On Monday through Friday, there are three buses that run between the Mountain Village and Telluride. Two of the buses go into the Lawson Hill Subdivision and into the Meadows area in the Mountain Village. They operate between 5:55 AM and 12:01 AM at 45 minute intervals. The Offseason Express goes



May 5th, 2023

directly from Telluride to the Mountain Village at 55 minute intervals beginning at 6:15 AM and running until 6:40 PM. One bus runs on Saturday and Sunday and goes into Lawson Hill and the Meadows area. It runs at one and a half hour intervals.

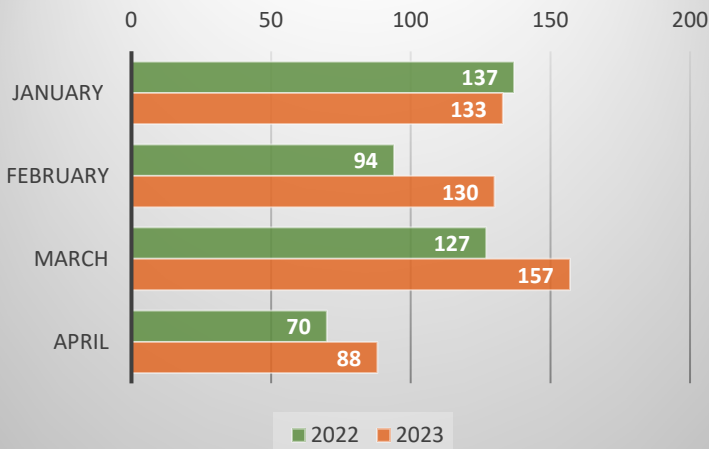
The following table illustrates the on-time performance of the offseason routes between April 3rd and April 23rd. The two longer routes are described as A and B. The B routes runs on Saturday and Sunday as well as during the week.

Early departures are of much greater concern than late departures. This summary has been shared with our partners at Telluride Express. Some problems are unavoidable, but we are trying hard to improve the on-time rates.

Offseason Bus A								
Number of Stops	Early Departure	% Early	Late Departure	% Late	Missed	% Missed	On Time	% On Time
1575	67	4.25%	75	4.77%	10	0.63%	1423	90.35%
Offseason Bus B								
Number of Stops	Early Departure	% Early	Late Departure	% Late	Missed	% Missed	On Time	% On Time
2268	97	4.28%	79	3.48%	6	0.26%	2086	91.98%
Offseason Express								
Number of Stops	Early Departure	% Early	Late Departure	% Late	Missed	% Missed	On Time	% On Time
855	57	6.66%	7	0.82%	1	0.12%	790	92.40%



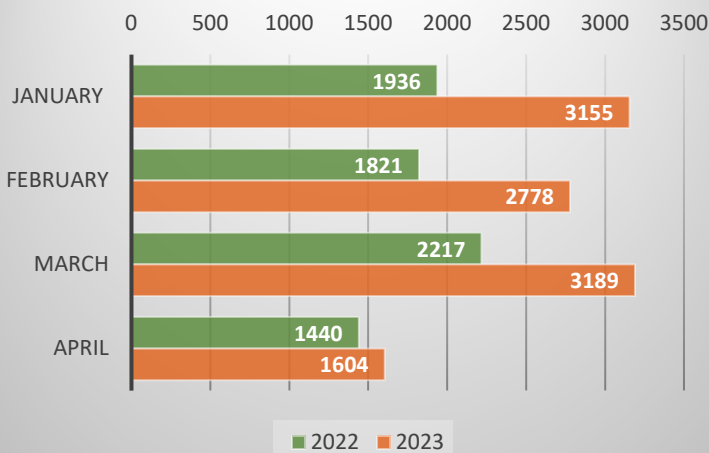
Rico Ridership 2022 - 2023



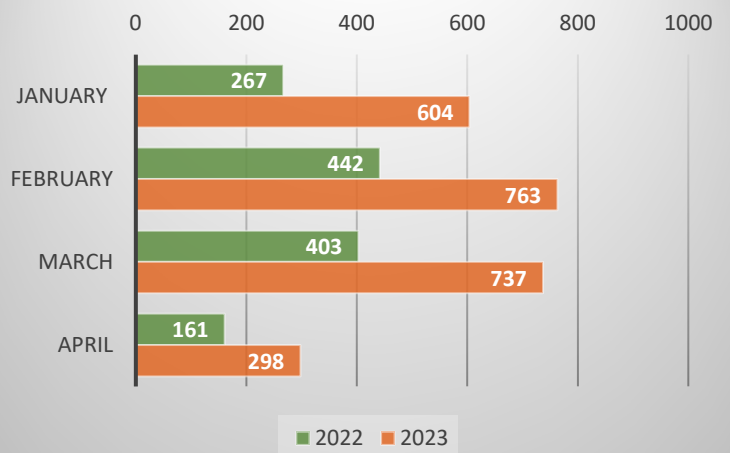
• Ridership

Predictably, ridership of SMART buses declines during April, especially the first two weeks after the ski area closes and the students are on vacation. Across the board, we have seen ridership increase in 2023 over 2022. The Rico route, which was slower to recover from COVID than the other routes has begun to exceed last year's counts. Some of the gains are attributable to increases in service. Our Nucla/Naturita, Norwood Midday and Norwood late night were not available until the summer season last year. There have not been any changes to the Down Valley Route though, and ridership on the Down Valley route has increased substantially. Offseason this year had a couple of additional days.

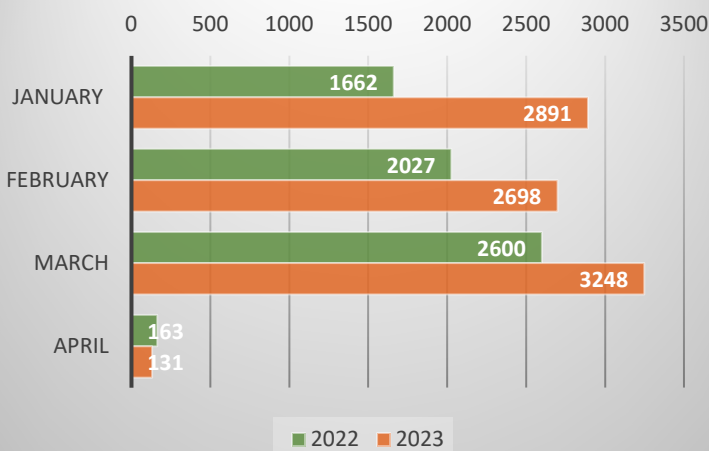
Norwood Ridership 2022 - 2023



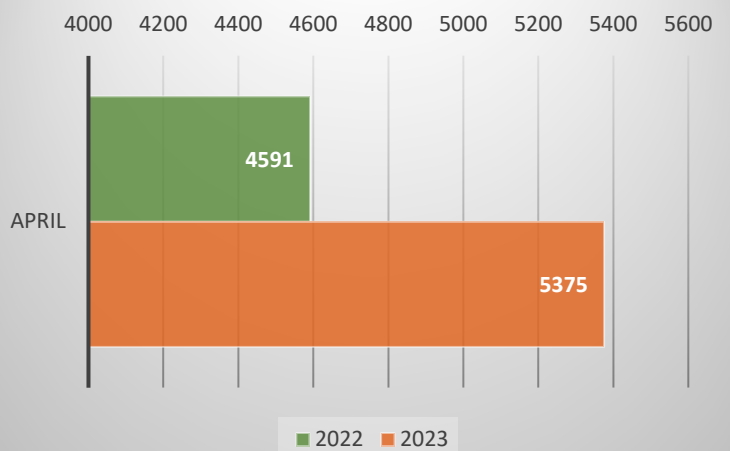
Down Valley Ridership 2022 - 2023



Lawson Hill Ridership 2022 - 2023



Offseason Ridership 2022 - 2023



SMART Executive Director report – May 11th, 2023

Property tax/RTA statute: HB1101 was signed by the governor into law on April 28th.

Gondola Subcommittee: A draft cost sharing IGA is nearing completion and will be discussed at the gondola subcommittee on May 15th. Costs identified that are anticipated to be shared amongst our partners include elections services, project manager salary/benefits, financial analyses, bond counsel, general project support, and grant preparation support.

Illium property purchase: I am negotiating final terms with the seller.

Gondola project manager hire: Amber Kyle Blake started on May 1st as the Senior Project Manager for the gondola planning process and has hit the ground running. Myself and our partners are extremely excited about having her on board and look forward to working with her.