



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

**August 8, 2025 at 8:00 a.m.
In the Commissioners' Room
located in the Gunnison County Courthouse,
200 East Virginia Avenue in Gunnison.**

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

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

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



AGENDA – AUGUST 8, 2025
GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY COURTHOUSE
COUNTY COMMISSIONERS’ ROOM – 8:00 A.M.

8:00 A. INTRODUCTION

CONSENT AGENDA – motion & decision requested to approve the consent agenda

- B. ADOPTION OF THE AGENDA
- C. APPROVAL OF JUNE 20, 2025 MEETING MINUTES
- D. FINANCIAL REPORT
- E. CORRESPONDENCE
- F. OLD BUSINESS
 - 1) Air program reports
 - 2) Bus program reports

REGULAR AGENDA

- 8:05 F. OLD BUSINESS - continued
 - 3) Airport update – Rick Lamport
 - 4) Tourism and Prosperity Partnership report – Andrew Sandstrom
 - 5) Air service update – Bill Tomcich
 - 6) Executive Director’s report – Scott Truex
 - 7) Facility at 301 W. Tomichi Avenue – update on grant contract and discussion – Scott Truex
 - 8) Update on proposed amendments to initial GVRTA Intergovernmental Agreement – Scott Truex
 - 9) Update on changing form of meeting minutes from written minutes to using a recording of the meeting – Leia Morrison and Scott Truex
- 8:35 G. PUBLIC COMMENT PERIOD
- 8:40 H. COMMENTS FROM BOARD MEMBERS & STAFF
- 8:45 I. NEW BUSINESS
 - 1) Request to increase the airline mechanic subsidy for 2025 – Scott Truex – **motion and decision requested**
 - 2) Authorization of Board Chair to sign a contract with Swiftly, Inc. for real-time location services and service adjustments – Scott Truex – **motion and decision requested**
 - 3) Inspection of new buses in Winnipeg and Pembina – request to send Danny Bartelli to the factories along with our consultant – Scott Truex – **motion and decision requested**

- 4) Approval of RFQ for Architectural, Engineer, and Project Management Services for Enhanced Bus Stop at 301 W. Tomichi Avenue – Scott Truex – **motion and decision requested**
- 5) Approval of Clean Transit Enterprise fund grant application – Scott Truex – **motion and decision requested**
- 6) Authorization of Board Chair to sign a letter of support for the Clean Transit Enterprise fund grant application – Scott Truex – **motion and decision requested**
- 7) Acceptance of the 2024 Audit of the financial statements of the Gunnison Valley Transportation Authority – Scott Truex – **motion & decision requested**
- 8) Approval of the winter 2025-2026 Bus Schedule – Scott Truex – **motion and decision requested**
- 9) Possible addition of solar panels to the 905 W. Evans maintenance facility – Scott Truex – discussion

10:00 J. ADJOURNMENT OF REGULAR MEETING

All times are approximate – the meeting may move more quickly or more slowly than indicated.
Next meeting – September 26th at 8:00 a.m. in the Crested Butte Council Chambers.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

MEETING MINUTES

June 20, 2025

Town Council Meeting Room, Mt. Crested Butte Town Hall

A. INTRODUCTION

Nicholas Kempin called the meeting to order at 8:00 am

Board members in attendance: Nicholas Kempin, Anna Fenerty, Laura Puckett Daniels, Diego Plata, and Matt Schwartz (ZOOM)

Scott Truex, Leia Morrison, Mike Patterson, Bill Tomcich (ZOOM), Dean Herrera, Kim Bolling, Andrew Sandstrom (ZOOM), JD Crichton (ZOOM), and community members are also present.

CONSENT AGENDA

B. ADOPTION OF THE AGENDA

C. APPROVAL OF THE May 9, 2025 MEETING MINUTES

D. EXECUTIVE DIRECTOR'S FINANCIAL REPORT

E. CORRESPONDENCE

F. OLD BUSINESS

1) Air program reports

2) Bus program reports

Diego Plata ***moved to approve the consent agenda.*** Laura Puckett Daniels seconded the motion. The motion passed unanimously.

REGULAR AGENDA

F. OLD BUSINESS CONTINUED

3) Airport Update- no update

4) Tourism and Prosperity Partnership (TAPP) report

Andrew Sandstrom (ZOOM) discussed tourism trends. This summer is off to a fast start, and rates are rising by about 5%. TAPP is seeing flattening demand in visitor volume, but increased lodging rates.

5) Air Service Update- Bill Tomcich (ZOOM) discussed recent air service results, including a 62% load factor (compared to 67% last year). He noted that marketing demand is keeping up with increased flight frequency, driven mainly by local traffic. He reported a strong outlook for summer: United Airlines will run a third daily flight, and bookings are pacing 27% ahead. There

was a discussion on how board members have used GUC more frequently due to lower prices. JSX is also pleased with the market performance.

6) Executive Director's report

Scott Truex updated the board on current grants. He said that the consultant hired by CASTA, who helps rural agencies apply for Section 5339(b) funding, has advised that they may not be applying this year, as CDOT hasn't confirmed whether it will submit applications on agencies' behalf.

Truex reported that the operating grant is ready and will be submitted. He has completed the application for a replacement bus, though it has not yet been reviewed by the consultant. If CDOT can submit it to the FTA by the July 14 deadline, Truex will forward it to CDOT for submission.

The new CTE grant funding process is moving quickly. Truex has drafted an expansion plan to acquire two new buses over the next five years and expand summer service to 41 round trips and winter service to 53 round trips, allowing for 15-minute service from 6 am to 6 pm. He will submit the expansion plan to CTE for approval in August as part of the application.

There was a discussion about better visual tracking of grants for the board. Scott will update the fleet replacement plan and provide it to the board. Discussion followed on expanding bus service, with suggestions to use smaller buses during off-peak hours. There was also a suggestion to initiate broader conversations about bus service to the airport and a circulator bus in Crested Butte to improve access to senior services. Destination Systems agreed that using smaller vehicles during off-peak hours would be practical. Scott Truex will research available vehicles and costs.

7) Transit Impact Fees for future development

Scott Truex stated that it is his understanding that the county may not be interested in pursuing this. Laura Puckett Daniels confirmed the county is currently not interested. Truex suggested continuing to encourage entities approving developments to consider requiring transit infrastructure. There was discussion among board members about differing community needs. Scott Truex will remove this item from future agendas unless the board requests further discussion.

8) Facility at 301 W. Tomichi Avenue

There was a discussion on selecting an attorney to begin the Design-Bid-Build process. The board decided to move forward with Paul Franke.

9) Authorization of the Executive Director to enter into a contract for services with Paul Franke of the Polsinelli law firm to assist with the development of RFPs and contracts for the design and construction of the facility at 301 W. Tomichi Avenue

Diego Plata ***moved to authorize the Executive Director to enter into a contract for services with Paul Franke of the Polsinelli law firm to assist with the development of RFPs and***

contracts for the design and construction of the facility at 301 W. Tomichi Avenue. Anna Fenerty seconded the motion. The motion passed unanimously.

10) Discussion regarding proposed amendments to the initial GVRTA Intergovernmental Agreement

Scott Truex reviewed major proposed changes:

- Changing the document from a formation document to an ongoing one
- Removing alternate directors
- Allowing compensation for directors
- Allowing decisions by majority of quorum for most items
- Removing the requirement for a citizens' advisory committee, while still allowing for one
- Allowing the treasurer to delegate responsibilities
- Updating sales tax rates and allowing for future funding sources
- Making the document gender-neutral
- Updating boundaries and ballot questions

Diego Plata asked what the protocol would be if the chair and vice chair were unavailable to run the meeting. He suggested outlining this in the document. Scott will work with Kathy Fogo to draft language and send it to the jurisdictions for approval or suggested amendments.

11) Discussion regarding proposed amendments to GVRTA Bylaws and Bob's Rules of Order

Scott Truex went over the proposed changes. Diego Plata recommended that anyone interested in Bob's Rules of Order watch the recording from the City of Gunnison. Scott Truex will obtain the presentation deck and bullet points to share with the board.

12) Authorization of Board Chair to sign letters of support and commitment of local match for operating and capital grant requests. Matt Schwarts requested a few amendments.

Diego Plata ***moved to authorize the Board Chair to sign the letters as amended.*** Laura Puckett Daniels seconded the motion. The motion passed unanimously.

G. Public Comment - There was no public comment

H. Comments from Board & Staff

I. New Business

1) RFP #2025-01 - Transit operator and maintenance services provider

Scott Truex reported that Destination Systems, operating as Alpine Express, was the sole proposer. The committee recommends entering into a contract with them.

2) Authorization of Board Chair to sign contract for services for transit operator and maintenance services provider

Laura Puckett Daniels ***moved to authorize the board chair or vice chair to sign a contract for services for the transit operator and the maintenance services provider.*** Diego Plata seconded the motion. The motion passed unanimously.

3) Authorization of Board Chair to sign a contract with United Airlines for winter 2025-2026 air service between Gunnison and Houston and between Gunnison and Chicago

Bill Tomcich explained the proposed changes and the conversations with United.

Laura Puckett Daniels ***moved to authorize the Board Chair or Vice Chair to sign a contract with United Airlines for service between Gunnison and Houston for an amount not to exceed \$221,000, and with the following condition(s): we will try to eliminate the last week of service.*** Diego Plata seconded the motion. The motion passed unanimously.

Diego Plata raised a question about whether using all MRG funds for this purpose was the best choice, or if the funds should be allocated elsewhere. After further discussion, Diego Plata ***moved to authorize the Board Chair to sign a contract with United Airlines for service between Gunnison and Chicago to expand Chicago service for a total amount not to exceed \$350,000.*** Anna Fenerty seconded the motion. The motion passed unanimously.

4) Approval of contract with Firesite Creative for the redesign of the GVRTA website

Diego Plata ***moved to authorize the Executive Director to sign the contract for services with Firesite Creative to redesign the GVRTA website for an amount not to exceed \$5,000.*** Anna Fenerty seconded the motion. The motion passed unanimously.

5) Discussion regarding changing the form of meeting minutes from written minutes to using a video recording of the meeting

Scott Truex outlined a new protocol: meeting agendas will include timestamps; action items and motions will still be documented. The board will transition to audio recordings (instead of ZOOM). Staff will contact entities for backup options and explore a secondary audio recording

device. The board also expressed interest in a more secure cloud backup system. Scott will present more details in a future meeting.

Laura Puckett Daniels has recused herself from the final action item on this agenda.

6) Comments on Lower Verzuh Ranch sketch plan application

There was discussion about connecting through to Buckhorn to create a transit loop for Larkspur, Skyland, Buckhorn, and Lower Verzuh. Anna Fenerty asked about increasing the visibility and shelter of the bus stop to offer better protection from the elements. CDOT must approve the design; GVRTA would be responsible for maintenance. Scott Truex will submit a letter for their consideration.


The meeting adjourned at 10:10 am




June, 2025 - Financial Report:

This report was prepared for the GVRTA Board of Directors on July 29, 2025 with information provided by the County Finance Department and shows posted revenues through May, 2025 and expenditures through June, 2025.

Sales Tax Revenues:




 Gunnison Valley Transportation Authority Sales Tax Revenues									
Month	2022	2023	2024	Budget 2025	Actual 2025	% vs Budget	% Change 24-25	Projected 2025	
Jan	\$ 445,739	\$ 471,041	\$ 471,261	\$ 485,000	\$ 458,136.40	-5.5%	-2.8%	\$ 458,136	
Feb	\$ 464,948	\$ 484,914	\$ 503,629	\$ 519,000	\$ 524,133.69	1.0%	4.1%	\$ 524,134	
Mar	\$ 559,798	\$ 537,816	\$ 518,936	\$ 535,000	\$ 542,007.90	1.3%	4.4%	\$ 542,008	
April	\$ 332,944	\$ 296,774	\$ 300,108	\$ 309,000	\$ 346,929.00	12.3%	15.6%	\$ 346,929	
May	\$ 386,830	\$ 371,561	\$ 389,756	\$ 401,000	\$ 417,392.67	4.1%	7.1%	\$ 417,393	
June	\$ 591,654	\$ 544,420	\$ 583,054	\$ 601,000				\$ 601,000	
July	\$ 694,821	\$ 753,805	\$ 708,783	\$ 730,000				\$ 730,000	
Aug	\$ 630,918	\$ 631,167	\$ 667,642	\$ 688,000				\$ 688,000	
Sept	\$ 576,404	\$ 598,134	\$ 602,517	\$ 616,000				\$ 616,000	
Oct	\$ 431,654	\$ 447,192	\$ 525,608	\$ 461,000				\$ 461,000	
Nov	\$ 381,165	\$ 387,207	\$ 374,552	\$ 399,000				\$ 399,000	
Dec	\$ 515,927	\$ 528,949	\$ 567,885	\$ 545,000				\$ 545,000	
Year-to-date	\$ 2,190,259	\$ 2,162,106	\$ 2,183,690	\$ 2,249,000	\$ 2,288,599.66	1.8%	4.8%		
Full Year	\$ 6,012,802	\$ 6,052,980	\$ 6,213,731	\$ 6,289,000		0.6%	1.8%	\$ 6,328,600	

Gunnison Valley Transportation Authority  Financial Report - June, 2025				
	YTD Actual	2025 Budget	Revisions	2025 Projected
Distribution of Sales Tax Revenues among GVRTA funds	\$ 2,288,599.66	\$ 6,289,000	\$ 39,600	\$ 6,328,600
Sales Tax to General Fund	\$ 2,288,599.66	\$ 4,593,000	\$ 214,600	\$ 4,807,600
Sales Tax to Capital Fund	\$ -	\$ 500,000	\$ -	\$ 500,000
Sales Tax to Air Command Fund	\$ -	\$ 750,000	\$ (175,000)	\$ 575,000
Sales Tax to Senior Transportation Fund	\$ -	\$ 446,000	\$ -	\$ 446,000
	\$ 2,288,599.66	\$ 6,289,000	\$ 39,600	\$ 6,328,600



GVRTA Fund Reports:

GVRTA General Fund Financial Report - June, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 2,423,691	\$ 2,209,167	\$ 214,524	\$ 2,423,691
Revenues					
Sales Tax Revenues		\$ 2,288,599.66	\$ 4,593,000	\$ 214,600	\$ 4,807,600
Sales Tax - Clerk		\$ 31,579.17	\$ 37,000	\$ 16,000	\$ 53,000
Interest Charges		\$ 1,033.78	\$ 1,000	\$ 100	\$ 1,100
Other Fines		\$ 578.29	\$ 1,000	\$ -	\$ 1,000
Rental Income - West Evans Maintenance Facility		\$ 13,200.00	\$ 26,400	\$ -	\$ 26,400
Rental Income - Solstice and Lazy K Housing Units		\$ 45,196.39	\$ 70,600	\$ 19,400	\$ 90,000
Earnings on Investments		\$ 106,887.36	\$ 80,000	\$ 75,000	\$ 155,000
5311 A & O FTA 5311 Admin. & Operating Grants		\$ 367,008.00	\$ 367,000	\$ 8	\$ 367,008
Total Revenues		\$ 2,854,082.65	\$ 5,176,000	\$ 325,108	\$ 5,501,108
Expenditures:					
Postage		\$ -	\$ 100	\$ -	\$ 100
Supplies & Equipment Under \$4,000		\$ -	\$ 4,000	\$ -	\$ 4,000
Building Repair and Maintenance		\$ 13,204.21	\$ 30,000	\$ -	\$ 30,000
Travel - Transportation		\$ 1,223.60	\$ 4,000	\$ -	\$ 4,000
Travel - Meals		\$ 302.88	\$ 3,000	\$ -	\$ 3,000
Travel - Lodging		\$ 1,013.52	\$ 3,000	\$ -	\$ 3,000
Legal Services		\$ 4,134.14	\$ 8,000	\$ 10,000	\$ 18,000
Contracted Temp. Help - GTFS & RAE		\$ 1,200.00	\$ 58,000	\$ -	\$ 58,000
Contract SVcs - Social Firekeeper, Swiftly, Bus Stops		\$ 38,846.42	\$ 82,000	\$ 11,000	\$ 93,000
Management Services - TMS		\$ 59,055.36	\$ 101,238	\$ -	\$ 101,238
Meetings - Registrations		\$ 1,500.00	\$ 2,000	\$ 1,000	\$ 3,000
State Fees		\$ 8,029.68	\$ 30,000	\$ (1,000)	\$ 29,000
County Treasurer's Fees		\$ 28,425.49	\$ 77,000	\$ (7,000)	\$ 70,000
Late Night Taxi & Bustang Services		\$ -	\$ 100,000	\$ -	\$ 100,000
Advertising, Notices, Public Outreach & Website		\$ 7,575.22	\$ 18,000	\$ -	\$ 18,000
Dues & Memberships - CASTA and POA Memberships		\$ 22,297.45	\$ 25,000	\$ -	\$ 25,000
Auditing		\$ -	\$ 13,500	\$ -	\$ 13,500
Insurance & Bonds		\$ 20,138.09	\$ 22,000	\$ -	\$ 22,000
Utilities		\$ 1,317.93	\$ 10,000	\$ (5,000)	\$ 5,000
Investment Commissions/Fees		\$ -	\$ 100	\$ -	\$ 100
Transfer to County General Fund - Finance Dept.		\$ 7,000.02	\$ 14,000	\$ -	\$ 14,000
5311 - A	Management Services - TMS	\$ 59,055.36	\$ 101,238	\$ -	\$ 101,238
5311 - A	Bus Operations Manager - Ecovatus	\$ 45,500.00	\$ 78,000	\$ -	\$ 78,000
5311 - O	Diesel Fuel	\$ 39,246.62	\$ 120,000	\$ (15,000)	\$ 105,000
5311 - O	CNG Fuel	\$ 203,367.28	\$ 400,000	\$ (15,000)	\$ 385,000
5311 - O	Repair & Maintenance - Vehicles	\$ 263,792.16	\$ 640,000	\$ -	\$ 640,000
5311 - O	Purchased Transportation Services	\$ 1,580,136.43	\$ 3,200,000	\$ -	\$ 3,200,000
Total Expenditures		\$ 2,406,361.86	\$ 5,144,176	\$ (21,000)	\$ 5,123,176
Ending General Fund Balance		\$ 2,871,412	\$ 2,240,991	\$ 560,632	\$ 2,801,623
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					


GVRTA Fund Reports:

GVRTA Capital Reserve Fund  Financial Report - June, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 728,893	\$ 727,970	\$ 923	\$ 728,893
Revenues:					
5339- C	5339(b) Capital Grant (buses)	\$ -	\$ 1,516,108	\$ (1,516,108)	\$ -
	State SB267 Grant (facility)	\$ -	\$ 1,000,000	\$ (900,000)	\$ 100,000
	Sales Tax Revenues	\$ -	\$ 500,000	\$ -	\$ 500,000
Total Revenues		\$ -	\$ 3,016,108	\$ (2,416,108)	\$ 600,000
Expenditures:					
5339 - C	Bus Purchase (Grant)	\$ -	\$ 1,783,667	\$ (1,778,667)	\$ 5,000
	Bus Purchase (Local)	\$ -	\$ 891,833	\$ (21,421)	\$ 870,412
SB 267	Facility Design & Construction	\$ -	\$ 1,000,000	\$ (900,000)	\$ 100,000
	Housing/Land Purchases	\$ 2,131.08	\$ -	\$ 2,131	\$ 2,131
	Capital Improvements	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 2,131.08	\$ 3,675,500	\$ (2,697,957)	\$ 977,543
Ending Fund Balance		\$ 726,762	\$ 68,578	\$ 282,772	\$ 351,350
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					
GVRTA Air Command Fund  Financial Report - June, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 1,981,155	\$ 1,980,944	\$ 211	\$ 1,981,155
Revenues:					
	Sales Tax Revenues	\$ -	\$ 750,000	\$ (175,000)	\$ 575,000
	SCASD Grant (300k budgeted to county)	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ 750,000	\$ (175,000)	\$ 575,000
Expenditures:					
	Airline Guarantees - Winter	\$ 405,898.00	\$ 582,206	\$ (176,308)	\$ 405,898
	Professional Services - Tomcich Travel	\$ 60,837.98	\$ 106,000	\$ -	\$ 106,000
	Gunnison County - Airport Airline Mechanic Subsidy	\$ -	\$ 50,000	\$ 4,000	\$ 54,000
	Airline Guarantees - Summer (50% paid by county grant)	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 466,735.98	\$ 738,206	\$ (172,308)	\$ 565,898
Ending Fund Balance		\$ 1,514,419	\$ 1,992,738	\$ (2,481)	\$ 1,990,257
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					
GVRTA Senior Transportation Fund  Financial Report - June, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 397,246	\$ 356,611	\$ 40,635	\$ 397,246
Revenues:					
	Sales Tax Revenues	\$ -	\$ 446,000	\$ -	\$ 446,000
Total Revenues		\$ -	\$ 446,000	\$ -	\$ 446,000
Expenditures:					
	Capital Expenses	\$ -	\$ -	\$ 22,000	\$ 22,000
	Contracted Services	\$ 208,399.56	\$ 420,000	\$ -	\$ 420,000
Total Expenditures		\$ 208,399.56	\$ 420,000	\$ 22,000	\$ 442,000
Ending Fund Balance		\$ 188,846	\$ 382,611	\$ 18,635	\$ 401,246
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					

Summary of all Funds

GVRTA Total Revenues and Expenditures  Financial Report - June, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 5,530,985	\$ 5,274,692	\$ 256,293	\$ 5,530,985
Revenues:		\$ 2,854,083	\$ 9,388,108	\$ (2,266,000)	\$ 7,122,108
Expenditures:		\$ 3,083,628	\$ 9,977,882	\$ (2,869,265)	\$ 7,108,617
Ending Fund Balance		\$ 5,301,439	\$ 4,684,918	\$ 859,558	\$ 5,544,476
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					
GVRTA Summary of all Funds  Financial Report - June, 2025		2025 Actual Beginning Balance	YTD Current Balances	2025 Budget Ending Balance	2025 Projected Ending Balance
Fund Balances				Revisions	
Unrestricted General Fund Balance		\$ 2,423,691	\$ 2,871,412	\$ 2,240,991	\$ 2,801,623
Capital Reserve Fund Balance		\$ 728,893	\$ 726,762	\$ 68,578	\$ 351,350
Air Command Fund Balance		\$ 1,981,155	\$ 1,514,419	\$ 1,992,738	\$ 1,990,257
Senior Transportation Fund Balance		\$ 397,246	\$ 188,846	\$ 382,611	\$ 401,246
Total Fund Balance		\$ 5,530,985	\$ 5,301,439	\$ 4,684,918	\$ 5,544,476
Report shows posted revenues through May and expenditures through June.					
Report prepared by Scott Truex with information from the County Finance department on July 29, 2025.					

GVRTA Housing Report and Housing Contributions to General Fund:

Gunnison Valley Transportation Authority  GVRTA Housing Status Report						2025											
	Year Built	Year Purchased	Initial Cost	Major Repairs	Total Cost	Occupied											
						J	F	M	A	M	J	J	A	S	O	N	D
Solstice Unit G 118 7th St, CB	1993	2022	\$ 602,911	\$ -	\$ 602,911	X	X	X	X	X	X						
Lazy K 117 Chipeta Ct Unit A	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X	X	X	X						
Lazy K 117 Chipeta Ct Unit B	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X			X	X						
Lazy K 117 Chipeta Ct Unit C	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X		X	X						
Lazy K 117 Chipeta Ct Unit D	2022	2022	\$ 357,932	\$ -	\$ 357,932		X	X	X	X	X						
Lazy K 117 Chipeta Ct Unit E	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X	X	X	X						
Lazy K 104 Ouray Ln Unit A	2023	2023	\$ 417,997	\$ -	\$ 417,997	X	X	X	X	X	X						
Lazy K 107 Ouray Ln Unit A	2023	2023	\$ 407,786	\$ -	\$ 407,786	X	X	X	X	X	X						
Lazy K 110 Ouray Ln Unit A	2023	2023	\$ 425,336	\$ -	\$ 425,336	X	X	X	X	X	X						
			\$ 3,643,689	\$ -	\$ 3,643,689	8	9	8	7	9	9						

GVRTA Housing: Revenues and Expenses	2022	2023	2024	YTD 2025	Total
Rental Income	\$ 6,269	\$ 46,121	\$ 83,651	\$ 36,826	\$ 172,867
Expenses					
Lazy K POA Dues	\$ -	\$ 3,506	\$ 5,004	\$ 5,562	\$ 14,072
Solstice POA Dues	\$ 499	\$ 6,336	\$ 6,336	\$ 6,336	\$ 19,507
Utiilities (unocc. units)	\$ -	\$ 9,538	\$ 4,589	\$ 1,237	\$ 15,364
Repairs & Maint.	\$ -	\$ -	\$ -	\$ 1,908	\$ 1,908
Total Expenses	\$ 499	\$ 19,380	\$ 15,929	\$ 15,043	\$ 50,851
Added to General Fund	\$ 5,770	\$ 26,741	\$ 67,722	\$ 21,783	\$ 122,016

GVRTA Capital Assets & Bus Fleet:

Gunnison Valley Transportation Authority GVRTA List of Capital Assets			
Year completed Description		Cost	
2008	Gunnison City Bus Shelters	\$	6,000
2018	Tall Texan Bus Stops	\$	141,062
2018	Ohio Creek Bus Stops	\$	156,593
2019	North Valley Bus Stops	\$	465,997
2020	905 W. Evans Facility	\$	1,109,879
2020	Almont Bus Stops	\$	170,800
2022	Lazy K Five-Plex	\$	1,789,659
2022	Solstice Condominiums, Unit G	\$	602,911
2023	Gunnison City Bus Shelters	\$	77,228
2023	Lazy K 104A, 107A, and 110A	\$	1,251,119
2023	500 S. 9th Street bus storage lot	\$	323,033
2023	905 W. Evans Concrete Apron	\$	313,470
2024	Whetstone Bus Storage Facility	\$	4,311,279
2024	Gunnison City Bus Shelters	\$	41,227
2024	301 W. Tomichi Lot	\$	812,298
2024	Improvements to CBS Bus Stop	\$	120,850
Total cost of assets:		\$	11,693,405

2025 GVRTA Bus Fleet			Total Initial Cost	Local Cost	12-Yr dep. Current Value	2025 Replacement Cost	Odometer (1/1/25)
Bus #	Year	Fuel					
504	2016	Diesel	\$ 532,856	\$ 106,557	\$ 177,954	\$ 871,168	644,837
505	2016	Diesel	\$ 521,029	\$ 521,029	\$ 173,686	\$ 871,168	627,729
506	2017	CNG	\$ 695,159	\$ 527,235	\$ 231,719	\$ 871,168	493,237
503	2018	CNG	\$ 701,900	\$ 140,380	\$ 292,458	\$ 871,168	458,113
502	2019	CNG	\$ 714,935	\$ 142,987	\$ 357,467	\$ 871,168	458,194
501	2019	CNG	\$ 714,935	\$ 142,987	\$ 357,467	\$ 871,168	476,945
500	2020	CNG	\$ 751,781	\$ 127,841	\$ 438,182	\$ 871,168	372,964
507	2021	CNG	\$ 754,935	\$ 150,987	\$ 503,289	\$ 871,168	272,500
508	2023	CNG	\$ 771,300	\$ 41,300	\$ 706,925	\$ 871,168	162,464
509	2023	CNG	\$ 771,300	\$ 41,300	\$ 707,025	\$ 871,168	159,756
Totals			\$ 6,930,130	\$ 1,942,603	\$ 3,946,172	\$ 8,711,680	

RTA Board of Directors Meeting, August 2025

Air Program Report – Bill Tomcich

June Results:

- **United Reliability and OTP:** 100% completed, 66.5% on time. PM storms in Denver were almost a daily occurrence in June and many evening flights to many destinations from DEN.
- **United Passenger #s:** 9,319 total revenue passengers – up +28% over last year, smashing GUC's prior record June when a total of 7,490 passengers were recorded in June 2022.
- **United Monthly Load Factor:** 72.9% this June versus 77.5% last June. This is a truly remarkable performance considering a YOY capacity increase of +35%.
- **JSX Passenger #s:** 571 pax / 960 seats = a RT load factor of 59.5% on 16 arrivals and departures starting June 16. Last year JSX operated a total of 22 roundtrip flights in June (along with 6 in May), running a 35.0% load factor in May followed by a 63.4% load factor in June.

Projected July Results: *(as of July 30)*

- **United Reliability and OTP:** 99% completed, 73.9% on time. There was one round-trip cancellation along with three overnight delays of the late PM inbound due to DEN weather.
- **United Passenger #s:** 10,352 total revenue passengers – up +28% over last year, while also exceeding GUC's prior record July when 10,230 passengers were recorded in July 2022.
- **United Monthly Load Factor:** 74.1% this July versus 78.7% last July. Outbound weight restrictions and seat caps continue to be an issue on the afternoon flights to DEN and the weekend outbounds to IAH.

Future Bookings: *(as of July 28)*

- Summer (May- September) continues to pace +29% ahead of last year overall on a total capacity increase of +42%.
- Fall (October & November) is now pacing +27% ahead of last year overall on a total capacity increase of +21%.

Future Schedules through Fall 2025:

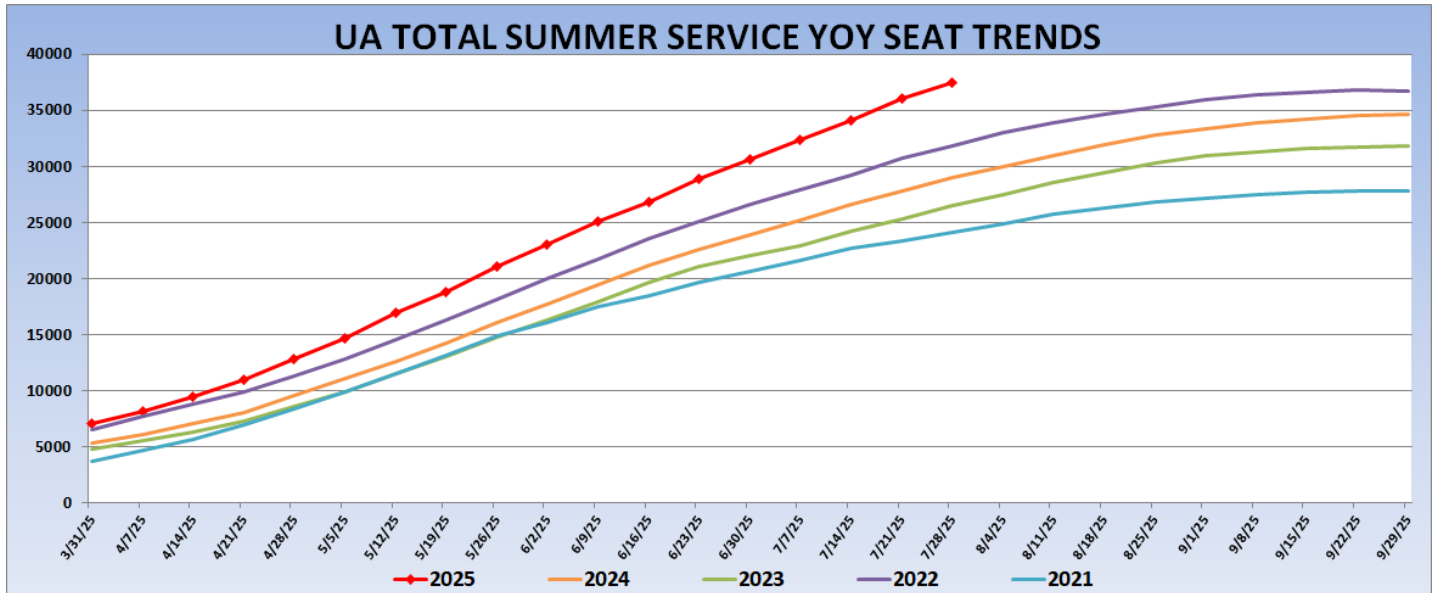
- **United from DEN:** 3x daily through October 25, then 2x daily October 26 – December 17, then 3x daily starting December 18.
- **United from IAH:** 2x per week (Fri/Sat in, Sat/Sun out) June 27 – August 17.
- **JSX from DAL:** Daily flights through September 22 as outlined below:
 - August 2 – 31: 11x/week (2x daily except one on Tuesdays, Wednesdays & Saturdays)
 - September 1 – 22: One flight daily

Current Published Winter 2025/26 Schedules:

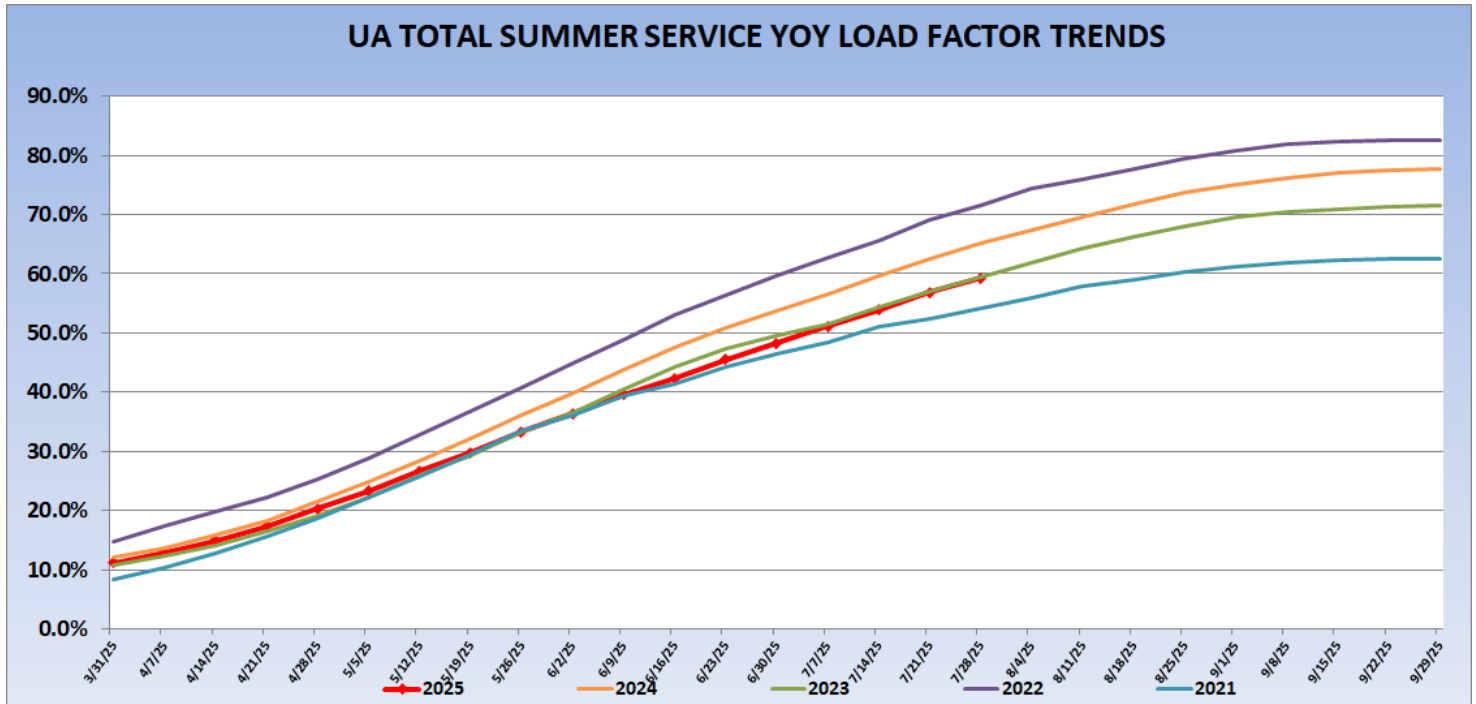
- **United from DEN:** 3x daily December 18 – March 28.
- **United from IAH:** One flight daily December 18 – March 28.
- **United from ORD:** Fri-Sat in / Sat-Sun out December 19 – January 4 & February 6 – March 29.
- **American from DFW:** 2x daily December 15 – January 5, then one flight daily January 6 – April 6.

Air Program Reports – Summer, 2025

All Flights – Total Seats Sold vs. previous years as of 7/28



All Flights – Total Load Factor vs. previous years





Bus program reports – June, 2025

Passengers by Month

Ridership on the GVRTA Gunnison - Crested Butte Commuter Bus Route 2025								2024			Year over Year	
Month	Total Passengers	Bus Trips	Service Hours	Service Miles	Days	Riders Per Trip	Riders Per Day	Riders	Riders Per Trip	Riders Per Day	Total Riders	Percent Riders
											Change	Change
January	44,091	2,470	2,896	82,367	31	17.9	1,422.3	49,484	19.9	1,596.3	(5,393)	-10.9%
February	41,696	2,248	2,646	75,335	28	18.5	1,489.1	47,763	20.2	1,647.0	(6,067)	-12.7%
March	44,162	2,502	2,934	83,650	31	17.7	1,424.6	48,338	19.2	1,559.3	(4,176)	-8.6%
April	21,731	2,061	2,372	68,891	30	10.5	724.4	23,103	11.1	770.1	(1,372)	-5.9%
May	20,233	2,037	2,297	67,430	31	9.9	652.7	19,030	9.4	613.9	1,203	6.3%
June	27,716	1,976	2,230	66,400	30	14.0	923.9	26,340	13.6	878.0	1,376	5.2%
Total	199,629	13,294	15,375	444,073	181	15.0	1,102.9	214,058			(14,429)	-6.7%

Passengers by Stop – Summer, 2025

2025 Spring, Summer, & Fall RTA Bus Boardings by Bus Stop Northbound																	
Month	# of days	Gunnison Rec Center	Gunnison County Library	Gunnison Comm. Schools	11th & Virginia	Safeway Spruce & Hwy50	Teller & Hwy50	WCU Colorado & Ohio	Denver & Hwy135	Spencer & Hwy135	Tall Texan	Ohio Creek	Almont	ON CB South	OFF CB South	Riverland	Brush Creek
April	24	1,039	260	622	1,094	789	832	475	675	1,016	199	107	183	544	404	68	63
May	31	1,461	351	1,013	1,419	1,128	1,030	614	894	1,292	344	160	353	964	543	86	91
June	30	1,688	494	827	1,719	1,439	1,576	750	1,199	1,790	664	245	725	1,618	678	121	237
Total	85	4,188	1,105	2,462	4,232	3,356	3,438	1,839	2,768	4,098	1,207	512	1,261	3,126	1,625	275	391
Avg / Day		49.3	13.0	29.0	49.8	39.5	40.4	21.6	32.6	48.2	14.2	6.0	14.8	36.8	19.1	3.2	4.6

2025 Spring, Summer, & Fall RTA Bus Boardings by Bus Stop Southbound													
Month	# of days	Mt CB Transit Center	CB 4-Way	Riverbend	Brush Creek	Riverland	ON CB South	OFF CB South	Almont	Ohio Creek	Tall Texan	Gunnison Rec Center	Total Southbound Passengers
April	24	1,123	2,934	51	143	237	489	738	255	69	395	216	5,912
May	31	1,473	4,876	62	179	244	582	1,434	286	83	470	199	8,454
June	30	2,395	6,580	73	191	294	680	1,517	564	69	532	163	11,541
Total	85	4,991	14,390	186	513	775	1,751	3,689	1,105	221	1,397	578	25,907
Avg / Day		58.7	169.3	2.2	6.0	9.1	20.6	43.4	13.0	2.6	16.4	6.8	304.8

Spring, Summer, Fall - 2025 GVRTA On-Time Performance

Southbound - From Crested Butte 4-Way										
	# of Days	Planned # of Trips	Missed Trips	Actual # of Trips	Percentage of Missed Trips	Percentage of Actual Trips				
						Zero to 5 minutes late	Zero to 10 minutes late	Zero to 15 minutes late	More than 15 minutes	Not Tracked
April	24	792	4	788	0.5%	98.0%	99.4%	99.7%	0.0%	0.3%
May	31	1,023	6	1,017	0.6%	95.9%	99.4%	99.6%	0.2%	0.2%
June	30	990	2	988	0.2%	94.0%	99.3%	99.6%	0.2%	0.2%
Total	85	2,805	12	2,793	0.4%	95.8%	99.4%	99.6%	0.1%	0.2%

Northbound - From Spencer and Hwy 135										
	# of Days	Planned # of Trips	Missed Trips	Actual # of Trips	Percentage of Missed Trips	Percentage of Actual Trips				
						Zero to 5 minutes late	Zero to 10 minutes late	Zero to 15 minutes late	More than 15 minutes	Not Tracked
April	24	792	5	787	0.6%	94.7%	98.0%	99.0%	0.0%	1.0%
May	31	1,023	3	1,020	0.3%	92.2%	97.8%	98.8%	0.6%	0.6%
June	30	990	2	988	0.2%	90.9%	97.1%	99.1%	0.4%	0.5%
Total	85	2,805	10	2,795	0.4%	92.4%	97.6%	99.0%	0.4%	0.7%

Average:	0.4%	94.1%	98.5%	99.3%	0.3%	0.4%
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Passenger Boardings by Time – Winter 2024-25

Departing	Northbound				
Rec. Center	April	May	June	Total	
5:21 AM	149	228	240	617	
5:51 AM	99	173	281	553	
6:21 AM	247	381	370	998	
6:56 AM	472	746	1,084	2,302	
7:26 AM	309	401	717	1,427	
7:56 AM	463	769	771	2,003	
8:26 AM	266	443	528	1,237	
9:01 AM	307	373	578	1,258	
9:31 AM	195	279	443	917	
10:01 AM	157	230	491	878	
10:31 AM	229	319	406	954	
11:01 AM	219	285	470	974	
11:36 AM	236	378	591	1,205	
12:06 PM	261	304	435	1,000	
12:36 PM	267	374	838	1,479	
1:06 PM	212	373	522	1,107	
1:41 PM	273	374	628	1,275	
2:11 PM	342	463	736	1,541	
2:41 PM	388	493	712	1,593	
3:11 PM	336	440	583	1,359	
3:46 PM	529	674	606	1,809	
4:16 PM	377	460	664	1,501	
4:46 PM	248	403	527	1,178	
5:16 PM	294	428	456	1,178	
5:46 PM	257	336	360	953	
6:16 PM	241	272	351	864	
6:51 PM	186	225	390	801	
7:21 PM	154	210	292	656	
7:51 PM	152	251	294	697	
8:21 PM	113	227	270	610	
8:56 PM	110	204	242	556	
9:26 PM	72	146	155	373	
9:56 PM	55	117	144	316	
Total	8,215	11,779	16,175	36,169	

Departing	Northbound				
Rec. Center	April	May	June	Total	
5:21 AM	6.2	7.4	8.0	7.3	
5:51 AM	4.1	5.6	9.4	6.5	
6:21 AM	10.3	12.3	12.3	11.7	
6:56 AM	19.7	24.1	36.1	27.1	
7:26 AM	12.9	12.9	23.9	16.8	
7:56 AM	19.3	24.8	25.7	23.6	
8:26 AM	11.1	14.3	17.6	14.6	
9:01 AM	12.8	12.0	19.3	14.8	
9:31 AM	8.1	9.0	14.8	10.8	
10:01 AM	6.5	7.4	16.4	10.3	
10:31 AM	9.5	10.3	13.5	11.2	
11:01 AM	9.1	9.2	15.7	11.5	
11:36 AM	9.8	12.2	19.7	14.2	
12:06 PM	10.9	9.8	14.5	11.8	
12:36 PM	11.1	12.1	27.9	17.4	
1:06 PM	8.8	12.0	17.4	13.0	
1:41 PM	11.4	12.1	20.9	15.0	
2:11 PM	14.3	14.9	24.5	18.1	
2:41 PM	16.2	15.9	23.7	18.7	
3:11 PM	14.0	14.2	19.4	16.0	
3:46 PM	22.0	21.7	20.2	21.3	
4:16 PM	15.7	14.8	22.1	17.7	
4:46 PM	10.3	13.0	17.6	13.9	
5:16 PM	12.3	13.8	15.2	13.9	
5:46 PM	10.7	10.8	12.0	11.2	
6:16 PM	10.0	8.8	11.7	10.2	
6:51 PM	7.8	7.3	13.0	9.4	
7:21 PM	6.4	6.8	9.7	7.7	
7:51 PM	6.3	8.1	9.8	8.2	
8:21 PM	4.7	7.3	9.0	7.2	
8:56 PM	4.6	6.6	8.1	6.5	
9:26 PM	3.0	4.7	5.2	4.4	
9:56 PM	2.3	3.8	4.8	3.7	
Total	10.4	11.5	16.3	12.9	

Departing	Southbound				
Mt. CB	April	May	June	Total	
6:40 AM	118	106	176	400	
7:10 AM	202	230	146	578	
7:40 AM	185	231	229	645	
8:15 AM	125	161	161	447	
8:45 AM	127	144	184	455	
9:15 AM	89	112	116	317	
9:45 AM	102	115	166	383	
10:20 AM	104	142	190	436	
10:50 AM	141	135	216	492	
11:20 AM	134	150	195	479	
11:50 AM	144	182	243	569	
12:20 PM	166	182	273	621	
12:55 PM	205	208	315	728	
1:25 PM	156	205	268	629	
1:55 PM	226	359	290	875	
2:25 PM	223	296	382	901	
3:00 PM	259	323	469	1,051	
3:30 PM	268	354	415	1,037	
4:00 PM	538	911	691	2,140	
4:30 PM	470	625	816	1,911	
5:05 PM	401	566	801	1,768	
5:35 PM	231	388	542	1,161	
6:05 PM	244	361	479	1,084	
6:35 PM	141	263	351	755	
7:05 PM	117	207	317	641	
7:35 PM	89	176	330	595	
8:10 PM	146	244	346	736	
8:40 PM	183	254	274	711	
9:10 PM	129	234	455	818	
9:40 PM	75	207	417	699	
10:20 PM	74	146	628	848	
11:00 PM	64	121	399	584	
11:30 PM	36	116	261	413	
Total	5,912	8,454	11,541	25,907	
Overall Total	14,127	20,233	27,716	62,076	

Departing	Southbound				
Mt. CB	April	May	June	Total	
6:40 AM	4.9	3.4	5.9	4.7	
7:10 AM	8.4	7.4	4.9	6.8	
7:40 AM	7.7	7.5	7.6	7.6	
8:15 AM	5.2	5.2	5.4	5.3	
8:45 AM	5.3	4.6	6.1	5.4	
9:15 AM	3.7	3.6	3.9	3.7	
9:45 AM	4.3	3.7	5.5	4.5	
10:20 AM	4.3	4.6	6.3	5.1	
10:50 AM	5.9	4.4	7.2	5.8	
11:20 AM	5.6	4.8	6.5	5.6	
11:50 AM	6.0	5.9	8.1	6.7	
12:20 PM	6.9	5.9	9.1	7.3	
12:55 PM	8.5	6.7	10.5	8.6	
1:25 PM	6.5	6.6	8.9	7.4	
1:55 PM	9.4	11.6	9.7	10.3	
2:25 PM	9.3	9.5	12.7	10.6	
3:00 PM	10.8	10.4	15.6	12.4	
3:30 PM	11.2	11.4	13.8	12.2	
4:00 PM	22.4	29.4	23.0	25.2	
4:30 PM	19.6	20.2	27.2	22.5	
5:05 PM	16.7	18.3	26.7	20.8	
5:35 PM	9.6	12.5	18.1	13.7	
6:05 PM	10.2	11.6	16.0	12.8	
6:35 PM	5.9	8.5	11.7	8.9	
7:05 PM	4.9	6.7	10.6	7.5	
7:35 PM	3.7	5.7	11.0	7.0	
8:10 PM	6.1	7.9	11.5	8.7	
8:40 PM	7.6	8.2	9.1	8.4	
9:10 PM	5.4	7.5	15.2	9.6	
9:40 PM	3.1	6.7	13.9	8.2	
10:20 PM	3.1	4.7	20.9	10.0	
11:00 PM	2.7	3.9	13.3	6.9	
11:30 PM	1.5	3.7	8.7	4.9	
Total	7.5	8.3	11.7	9.2	
Overall Total	8.9	9.9	14.0	11.1	

Late and Missed Runs

6/1-6/30/2025

Date	Late run	Missed Runs	Reason/Incident
Jun-2	8:26 AM NB		15 MINS LATE-DRVR ERROR
Jun-11		12:36 PM NB	XLD-DRVR ERROR
Jun-16	12:36 PM NB		15 MINS LATE, DRVR LATE FOR SHIFT
Jun-17	12:36 PM NB		15 MINS LATE-MECHANICAL
Jun-21	9:31 AM NB		20 MINS LATE-MECHANICAL
Jun-24	4:46 PM NB		15-20 MINS LATE-HEAVY TRAFFIC
Jun-26	4:16 PM NB		20 MINS LATE-DRVR ERROR
Jun-26	10:01 AM NB		15 MINS LATE-MECHANICAL & CONSTRUCTION TRAFFIC
Jun-27		7:56 AM NB & 9:15 AM SB	XLD-MECHANICAL, BROKE DOWN CBS
Jun-29	9:26 PM NB		17 MINS LATE

GVRTA GHG Emissions Analysis					Kg of CO2 Emissions Created by GVRTA	CO2 Kg Emissions Created if all trips in Single Occupancy Vehicles (SOV)	GVRTA Total Kg of CO2 Emissions Reduction vs. SOV	Kg CO2 Red. per Pass.	Kg of NOx Emissions Created by GVRTA	NOx Kg Emissions Created if all trips in Single Occupancy Vehicles (SOV)	GVRTA Total Kg of NOx Emissions Reduction vs. SOV	Kg NOx Red. per Pass.	GVRTA Total KG of Methane Emissions Reduction	Kg Methane Reduct. per Pass.
GHG Emissions Produced and Reduced by the GVRTA														
	Passengers Carried	1-Way Bus Trips	RNG Used (GGE)	Diesel Used (gallons)										
2025														
January	44,091	2,470	16,922	1,450	126,869	569,944	443,075	10.049	82	8,593	8,511	0.193	33,628	0.763
February	41,696	2,248	15,344	1,585	117,784	538,985	421,201	10.102	87	8,127	8,040	0.193	30,491	0.731
March	44,162	2,502	16,226	1,859	126,416	570,862	444,446	10.064	100	8,607	8,507	0.193	32,244	0.730
April	21,731	2,061	15,248	815	109,315	280,907	171,592	7.896	52	4,235	4,183	0.193	30,300	1.394
May	20,233	2,037	12,105	2,453	105,164	261,543	156,379	7.729	122	3,943	3,821	0.189	24,055	1.189
June	27,716	1,976	12,274	2,695	108,751	358,272	249,521	9.003	133	5,402	5,269	0.190	24,391	0.880
July														
August														
September														
October														
November														
December														
Total	199,629	13,294	88,118	10,856	694,299	2,580,513	1,886,214	9.449	575	38,908	38,332	0.192	175,108	0.877

Automobile emissions vs. GVRTA bus emissions:

4.04 automobile trips create the same amount of CO2 as the average GVRTA bus trip.
 One car trip creates the same amount of NOx as 4.51 average GVRTA bus trips.
 The RTA averaged 15.0 passengers per bus in this time period.

Notes for Calculations:

Each one way trip by bus creates approximately 52.227 Kg of CO2 emissions and 0.0433 Kg of NOx emissions.
 Each one-way trip by automobile creates approximately 12.927 Kg of CO2 emissions and 0.1950 Kg of NOx emissions.



Notes & Assumptions:

RNG = Renewable or Recaptured Compressed Natural Gas (CNG)
 GGE = Gasoline Gallon Equivalents (One GGE = 1.25 Therms of CNG)
 One GGE of RNG used creates approximately 6.625 Kg of CO2 emissions and 0.001035 Kg of NOx emissions.
 One Gallon of Diesel fuel used creates approximately 10.18 Kg of CO2 emissions and 0.0446 Kg of NOx emissions.
 A gasoline powered automobile traveling 32 miles creates approximately 12.927 Kg of CO2 and 0.195 Kg of NOx per trip (assuming average of 22 MPG.)
 The GVRTA purchases RNG credits which allows us to use methane from various sources such as landfills, wastewater treatment, food and animal waste as well as methane that otherwise would have been vented into the atmosphere.
 According to the UN, over a 20-year period, Methane released into the atmosphere without being used is 80 times more potent in terms of causing warming than carbon dioxide.
 Each GGE of CNG contains 1.9872 Kg of methane.
 By purchasing renewable methane credits, the GVRTA prevents the gas from being released into the atmosphere thereby reducing methane emissions.

2025 Miles per Bus:

Miles / Bus 2025	5311 2017-D	Local 2017-D	DOLA 2017-C	5339 2018-C	SB-228 2019-C	5339 2019-C	5339/VW 2020-C	FASTER 2021-C	5339 2023-C	5339 2023-C		Total Bus Miles (odom.)	Total Revenue Miles
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	#508	#509	AEX Buses		
January	6,942	735	8,824	7,778	7,892	8,508	7,581	7,773	8,047	9,034	10,439	83,553	82,367
February	9,147	0	9,044	7,655	8,952	9,263	2,662	7,641	9,503	9,312	3,135	76,314	75,335
March	11,413	148	3,890	7,799	11,170	9,860	5,524	10,395	9,758	9,324	5,508	84,789	83,650
April	2,527	1,883	2,002	7,576	9,791	9,364	-	9,033	10,072	8,348	9,345	69,941	68,891
May	6,167	10,703	8,691	7,412	9,400	7,011	-	9,302	224	9,301	1,203	69,414	67,430
June	8,095	7,688	7,764	9,072	5,547	7,747	-	6,001	7,694	7,449	-	67,057	66,400
July												-	
August												-	
September												-	
October												-	
November												-	
December												-	
Total	44,291	21,157	40,215	47,292	52,752	51,753	15,767	50,145	45,298	52,768	29,630	451,068	444,073

2025 Repairs per Bus:

Repairs / Bus 2025	5311 2017-D	Local 2017-D	DOLA 2017-C	5339 2018-C	SB-228 2019-C	5339 2019-C	5339/VW 2020-C	FASTER 2021-C	5339 2023-C	5339 2023-C	Inventory & Fleet	Total
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	#508	#509		
January	\$ 2,619	\$ 1,982	\$ 1,795	\$ 2,568	\$ 1,598	\$ 858	\$ 296	\$ 1,226	\$ 812	\$ 702	\$ 14,700	\$ 29,156
February	\$ 2,615	\$ -	\$ 622	\$ 741	\$ 1,520	\$ 1,131	\$ 968	\$ 819	\$ 741	\$ 429	\$ 21,519	\$ 31,105
March	\$ 2,117	\$ 1,113	\$ 1,840	\$ 468	\$ 804	\$ 650	\$ 5,296	\$ -	\$ -	\$ 2,718	\$ 28,179	\$ 43,185
April	\$ 5,690	\$ 9,744	\$ 4,618	\$ 32,429	\$ 1,813	\$ 897	\$ 5,830	\$ 1,629	\$ 858	\$ 5,044	\$ 8,713	\$ 77,265
May	\$ 5,517	\$ 479	\$ 1,049	\$ 4,652	\$ 1,832	\$ 7,833	\$ 230	\$ 283	\$ 2,261	\$ 620	\$ 14,643	\$ 39,399
June	\$ 1,566	\$ 2,559	\$ 526	\$ 721	\$ 2,089	\$ 1,352	\$ -	\$ 1,667	\$ 991	\$ 954	\$ 31,257	\$ 43,682
July											\$ -	
August											\$ -	
September											\$ -	
October											\$ -	
November											\$ -	
December											\$ -	
Total	\$ 20,124	\$ 15,877	\$ 10,450	\$ 41,579	\$ 9,656	\$ 12,721	\$ 12,620	\$ 5,624	\$ 5,663	\$ 10,467	\$ 119,011	\$ 263,792

Senior Transportation Report

Ridership on the RTA Funded Senior Services - 2025

Month	Gunnison Riders	CB Riders	Total Riders	Gunnison Miles	CB Miles	Total Miles	Gunnison Invoices	CB Invoices	Total Invoices
January	1,000	182	1,182	3,017	4,082	7,099	\$ 24,036	\$ 9,504	\$ 33,540
February	997	180	1,177	2,986	3,450	6,436	\$ 24,035	\$ 8,614	\$ 32,649
March	1,042	208	1,250	3,467	4,621	8,088	\$ 24,323	\$ 10,579	\$ 34,902
April	1,004	196	1,200	2,990	4,945	7,935	\$ 25,529	\$ 9,851	\$ 35,380
May	929	233	1,162	2,826	5,106	7,932	\$ 27,196	\$ 9,981	\$ 37,177
June	902	279	1,181	3,028	4,179	7,207	\$ 25,846	\$ 8,894	\$ 34,740
Total	5,874	1,278	7,152	18,314	26,383	44,697	\$ 150,965	\$ 57,423	\$ 208,388



Executive Director's Report

August 8, 2025 Board Meeting Packet

Bus Operations Report:

- Ridership in June was up 5.2% vs last year.
- For the first 27 days of July, ridership was up 3.3%
- June was the first month in a long time where we used only RTA vehicles. There were no Alpine Express vehicles used on the route, and this trend seems to be holding in July.
- We only missed 2 round-trips in June which means that we completed 99.8% of our trips and the on-time performance was excellent with 93% of trips within 5 minutes of schedule and 98.2% within ten minutes.
- Seven of our ten buses are currently in service and the others are waiting on parts and should return to service soon.

Grant updates:

- We have applied for two more expansion buses from FY2026 Congressionally Directed Spending through our Congressional delegation. I received a call from Senator Bennett's office letting us know that our project was included in the Senate Transportation Housing and Urban Development (THUD) subcommittee draft bill. I then found out this week that our project was included in the [FY2026 Senate Bill](#) for \$1,508,000. The THUD Transit Infrastructure Grant is a very competitive account; only 25 projects were awarded nationwide this year, and our project was the only one selected for funding in Colorado. We still need the House and the Senate to finalize their versions of the bill and for it to pass into law before we can be awarded any funds. While there are more steps to go through for this to come to an award, the signs are looking good provided that Congress passes an Appropriations package, which could take place anytime between September 2025 and March 2026. I will keep you updated as I hear more.
- We submitted our 2026 Section 5311 operating grant documents last month. Our award should be in the neighborhood of \$378,000 and we should receive a grant contract sometime this fall.
- As we discussed at the last meeting, there was uncertainty as to whether or not CDOT would be able to submit our application for FTA Section 5339(a) funds to replace bus #506 on our behalf. I am pleased to report that they were able to submit applications on behalf of their Colorado subrecipients and our application for \$768k was submitted on time. I will let you know when I hear more on this.
- CDOT's next capital call for projects has been delayed until the fall and I will apply for a replacement bus in that round of funding as well.

- Regarding our new bus purchases, the first three buses including the two from the 2024 5339(b) grant are now on the production line in Winnipeg.
 - The first bus is scheduled to arrive in late December.
 - The second two aren't scheduled to arrive until early January.
- The two buses from the 2024 5339(a) grant are both scheduled to arrive in March.
- Since all of the grant funded buses will be arriving in 2026, I've updated the projected column in your financial report to show that there will be no grant revenue or bus purchases with the grant revenues in 2025. We will need to move those revenues and expenditures to the 2026 budget.
- The state grant for the new facility and the CTE grant for expansion are separate line items in your agenda and I will update you on those at the meeting.

Other Items:

- May sales tax came in 7.1% higher when compared to last May.
- Year-to-date sales tax revenues are up 4.8% vs last year and 1.8% above budget.
- We are continuing to work with CDOT to create a contract for the subsidy of the second daily bus to/from Denver.
- We also have discussed the Gunnison to Montrose route. CDOT staff doesn't believe that Bustang Outrider will run this service since they don't believe that it is a long enough route to fit their intercity model. There may be funding available for bus purchases for the route next summer if funding can be found for operations. We are waiting until we have the second Denver bus contracted before we discuss the Montrose service further.
- Mike Patterson has been working with Trillium to ensure that we have fewer problems fueling with CNG next winter. As a result, they have ordered heating blankets for winterization of the CNG pumps which will be installed this month. They have also hired a new local CNG tech who was scheduled to start last week. These changes should really help us going forward.



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Facility at 301 W. Tomichi Avenue – update on grant contract

Board Members,

I reported at the last meeting that I expected to have a fully executed grant agreement for the \$1,000,000 in state funding for this project by this meeting. However, we did need to make some changes to the Scope of Work for the contract since we moved from a design-build process to a more traditional design-bid-build process.

We have agreed on the new Scope of Work and we are back in the contracting queue at CDOT. My contacts there now believe that we should have a contract ready for signatures in the next week or so. I hope to be able to update you further at the meeting.

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: GVRTA Intergovernmental Agreement (IGA) Update

Board Members,

We have sent the proposed amendments to the IGA along to the three municipalities and the County for their review. The Town of Crested Butte was able to provide some helpful amendments and clarifications. The City of Gunnison and the Town of Mt. Crested Butte have both commented that they do not have any concerns with the proposed amendments.

The County has let us know that their attorney would like to discuss some comments that he has with the BOCC. Unfortunately, he had to be out of the office suddenly and they are unsure of when he will return. They will want the opportunity to have the attorney discuss the IGA amendments with the County Commissioners before they are ready to provide their comments.

Once we receive the County's comments, we will share them with the municipalities and see if everyone can come to consensus.

After the County and municipalities have all adopted the new IGA, we will be able to formally amend our bylaws as we have previously discussed.

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Updated meeting minutes process

Board Members,

At your last Board Meeting, we agreed in principle to transition from written minutes to using audio recordings for our official meeting minutes.

We are still researching recording equipment and we are purchasing online cloud data storage. It turns out that mobile recording with multiple microphones is a bit more complicated than we thought. In addition, we should also have our new GVRTA website up and running shortly. Leia will update you on our progress at the meeting.

In order to ensure a smooth transition, we need to do a test run of the audio equipment at September meeting. This will allow us to confirm that we have everything set up to make clear recordings and ensure that we can upload them to the cloud and that people can access them from our new website.

Our current plan is to ask you to pass a resolution making the transition at the September meeting and have it come into effect at the following meeting.

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Request to increase the airline mechanic subsidy for 2025

Board Members,

As you know, the RTA has been subsidizing the airline mechanic position at the airport by paying the airport to have a contract with the airline mechanic since 2019. This contract ensures that the mechanic is available at the airport and has been a vital factor in the airlines improved on-time and completion percentage performance over the past seven years.

Our airline mechanic, Eddie Avila approached us last week and asked to have the amount of the subsidy increased due to increased costs of living in the valley.

Last year, we funded the subsidy at \$48,000 and we had budgeted \$50,000 for it this year. Eddie has asked for us to increase the subsidy by another \$4,000 to \$54,000 this year.

I spoke with Rick Lamport regarding this request and we both are in support of increasing the subsidy. If you agree, I request a ***motion to increase the payment to the Gunnison County Airport Fund from \$50,000 to \$54,000 to fund the airline mechanic subsidy in 2025.***

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director

Swiftly Order Form



Customer	Gunnison Valley RTA
Quote Number	Gun-45859
Quote Date	7/21/2025 – Pricing Valid for 30 Days
Effective Date of Service	9/19/2025
Contract Term	The exact service term (the 'Initial Term'): 36 Months (9/19/2025 - 9/18/2028). Renewal terms are subject to annual appropriations by the GVRTA Board of Directors.
Renewal Term Pricing	The annual cost shall increase by up to 10% for each one year 'Renewal Term'.
Billing Terms	Annually in Advance
Marketing Terms	Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.).

Annual Fees

PRODUCT	Up to # of Vehicles	Annual Unit Cost	Total
Real-time Passenger Predictions	10	\$1,188.81	\$11,888.10
Service Adjustments	10	\$664.65	\$6,646.50
Live Operations	10	-	Included
Total Annual Cost			\$18,534.60
Annual Increase after Year 1			5%

Billing Table

	Billing Date	Amount Due*
YEAR 1 TOTAL Due	9/19/2025	\$18,534.60
YEAR 2 TOTAL Due	9/19/2026	\$19,461.30
YEAR 3 TOTAL Due	9/19/2027	\$20,434.30

**Tax and Shipping will be added to final invoice if applicable*



Swiftly Order Form (Signature Page)

Payment Terms: Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent.

Pricing: The pricing contained herein contains discounts based on number of products purchased and number of vehicle licenses. Any subsequent change to either of these pricing parameters will result in any discount being reduced or removed entirely.

SMS & Voice Limits: Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

GPS Connected Device Fee for CalAmp Trackers: If applicable, this fee covers the cellular connectivity charges from the cellular provider and is a prepaid non-recoverable annual amount (AT&T). Swiftly does not provide support for these devices in the event of malfunction, depreciation or troubleshooting.

Sales Tax: If your agency is not tax exempt, sales tax may be added to this purchase order.

Terms of Use: By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

Customer:

Signature

Matthew Schwartz

Name

Board Chair

Title

August 8, 2025

Date

Address

Billing Contact Name

Billing Email

Billing Phone

Swiftly, Inc.

Signature

Rob Gaffney

Name

CFO

Title

Date

2261 Market Street #4151
San Francisco, CA 94114

Address

Order Details

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download up to three years data from the modules you purchase.
- Every time we update the platform or launch a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

Technical Requirements

Swiftly's Dashboard:

- The core Swiftly dashboard is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

Onboard App:

- The Onboard App is an Android app that must be installed on an Android device.
- If you do not have an Android device, you may also use Swiftly's web-based Onboard App on iOS devices. This app is supported by most web browsers.
- Onboard App works on the latest versions of Android and iOS, and updates can be rolled out through the App Store
- Please contact your Account Executive for a list of supported devices and mobile browsers for Onboard App.



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Request to send Danny Bartelli to the MCI manufacturing facilities in Winnipeg and Pembina

Board Members,

Every contract that we have for purchasing new motor coaches allows us the option to send an inspector to look at the vehicles while they are being constructed. In the past, we have only ordered one or two vehicles at a time, and we have not felt the need to inspect them as they are being constructed. We also were very familiar with the old model D4500 coaches.

Now, as we are in the process of procuring five new buses, we have an opportunity to see the new model D45-CRT coaches on the lines in Winnipeg, Alberta and in Pembina, North Dakota during the early part of October. At that time, two of our coaches will be on the line in Winnipeg and the other three will be in Pembina. Our procurement consultant, Ann Beauvais from RRC Consultants highly recommends that we send someone to the plant. Ann has conducted many such inspections and I've authorized her to go to the facilities as part of RRC's contract with us.

I would like to request that we also send our Chief Mechanic, Danny Bartelli to the factories at the same time. Danny has expert knowledge of our vehicles and will be working on these new models from the day they arrive in Gunnison. Having Danny help to inspect the vehicles and gain insight into how they are assembled should prove very valuable to us in the future.

I believe that Danny and Ann working together will be beneficial to the RTA and I request that we fund his travel expenses for this trip.

If the Board agrees, I request a ***motion to authorize the purchase of airline tickets and travel expenses for Danny Bartelli to inspect our new vehicles in Winnipeg and Pembina.***

Thank you,
Scott Truex
Executive Director



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: RFQ for facility at 301 W. Tomichi

Board Members,

Paul Franke and I have completed the attached RFQ which includes the contract for architectural, engineering, and project management services as part of the document. There will be minor changes and there are blanks to be filled in, but this is the proposed structure of the RFQ and resulting contract for designing and managing the construction of the new facility.

The RFQ was derived from the one that we used for the North Valley Bus Storage Facility and the contract is an amended version of the AIA form B101 design contract that Paul has reviewed and revised.

We need to wait until we have a final contract executed with CDOT before completing the blanks and issuing the RFQ. If you are satisfied with the document, I request a ***motion to approve RFQ 2025-02 for ARCHITECTURAL, ENGINEERING, AND PROJECT MANAGEMENT AND CONSTRUCTION CONTRACT ADMINISTRATION SERVICES FOR THE GVRTA ENHANCED BUS STOP FACILITY as presented.***

I look forward to our discussion and please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director

RFQ# 2025-02
REQUEST FOR QUALIFICATIONS

**ARCHITECTURAL, ENGINEERING, AND PROJECT
MANAGEMENT AND CONSTRUCTION CONTRACT
ADMINISTRATION SERVICES**

- ENHANCED BUS STOP FACILITY DESIGN/BID



GUNNISON VALLEY TRANSPORTATION AUTHORITY (GVTA)

PO Box 1911

507 Maroon Avenue

Crested Butte, CO 81224

_____, 2025

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LEGAL NOTICE

_____, 2025

REQUEST FOR QUALIFICATIONS

Architectural, Engineering & Project Management Services

– GVTA Enhanced Bus Stop with Offices –

RFQ # 2025-02

Description:

Architectural, Engineering & Project Management and Construction Contract Administration Services – Enhanced Bus Stop Facility Design/Bid

RFQ Documents:

Available online: XXXXXXXXXXXXX.com or request by email: struex@gunnisonvalleyrta.org

Clarifications:

Inquiries are to be submitted to Scott Truex via email at struex@gunnisonvalleyrta.org by 5:00 PM MDT, Friday, _____, 2025. GVTA will post all addenda in response on its website: XXXXXXXXXXXXX.com by 5:00 pm MDT, Friday, _____, 2025.

Proposal Submission Deadline:

5:00 pm MDT, Friday, _____, 2025. Proposals are to be submitted electronically in native PDF format via email only to Scott Truex at struex@gunnisonvalleyrta.org. No hard copy proposals will be accepted.

Notice to all providers is hereby provided, that in accordance with State and Federal laws, GVTA will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this notice.

Compliance with Federal and State laws on Equal Opportunity will also be required as part of any consideration for the award of this contract. As an equal opportunity employer, GVTA prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, national origin, or ancestry.

GVTA reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to and conditioned upon financial assistance availability from, and concurrence by, the Colorado Department of Transportation (CDOT), who is the primary funder of this project.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Purpose

The GVTA Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural and engineering firm that will provide architectural & engineering services (A&E) and project management and construction contract administration services for a proposed new Enhanced Bus Stop with Offices Facility. The selection of a contractor will be qualification-based in accordance with the Brooks Act.

1-2 GVTA Services and Needs

GVTA was formed in 2002 via a sales tax initiative to fund transportation and is supported by the City of Gunnison, Gunnison County, and the Towns of Crested Butte and Mt. Crested Butte in the State of Colorado. The goal of GVTA is to provide a viable air service program to the Gunnison airport and to fund ground transportation in the Gunnison Valley.

Ground transportation in the Gunnison Valley is provided via free commuter bus service between cities/towns of Gunnison and Crested Butte through a contract with a private transportation provider (Destination Systems, LLC). The route is 32 miles in each direction and circles the City of Gunnison before continuing north on Highway 135 to the Towns of Crested Butte and Mt. Crested Butte. The route connects to the local Crested Butte bus service (Mountain Express) in both towns.

Service is provided seven days a week, 365 days per year, between 5:30AM and midnight. Service levels vary seasonally, with 82 one-way trips in the winter and 366 one-way trips in the spring, summer, and fall. Local residents, visitors, and students use the service to get back and forth between the two ends of the valley for work, recreation, shopping, and for medical reasons, as the route also serves Western State Colorado University in Gunnison.

GVTA intends for this facility to provide a safe, sheltered, and convenient location for passengers to wait for, and connect between, various modes of transportation. No current bus stop in Gunnison has conveniently located year-round public restrooms. This facility will provide restrooms for passengers, drivers, and other transit employees. It will also provide a centralized location for dispatchers, transit supervisors, and other transit employees to work and to provide the public information about transit operations. This facility will help to further increase transit use by residents, employees, and guests of the Gunnison Valley.

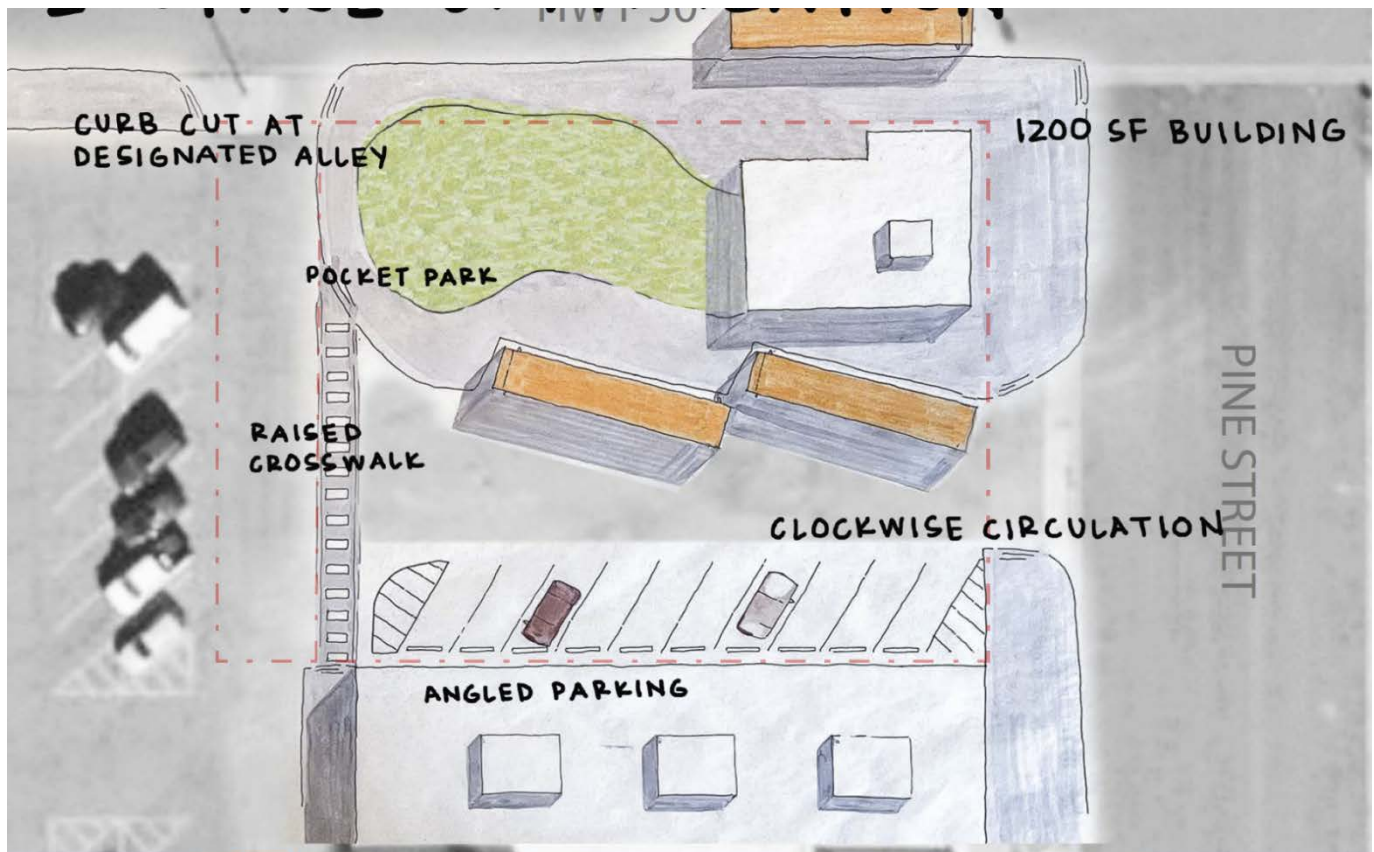
GVTA has been working in conjunction with the Colorado Department of Transportation (CDOT) to locate and build an Enhanced Bus Stop Facility with offices in Gunnison and CDOT has awarded GVTA \$1,000,000 to design and construct the facility.

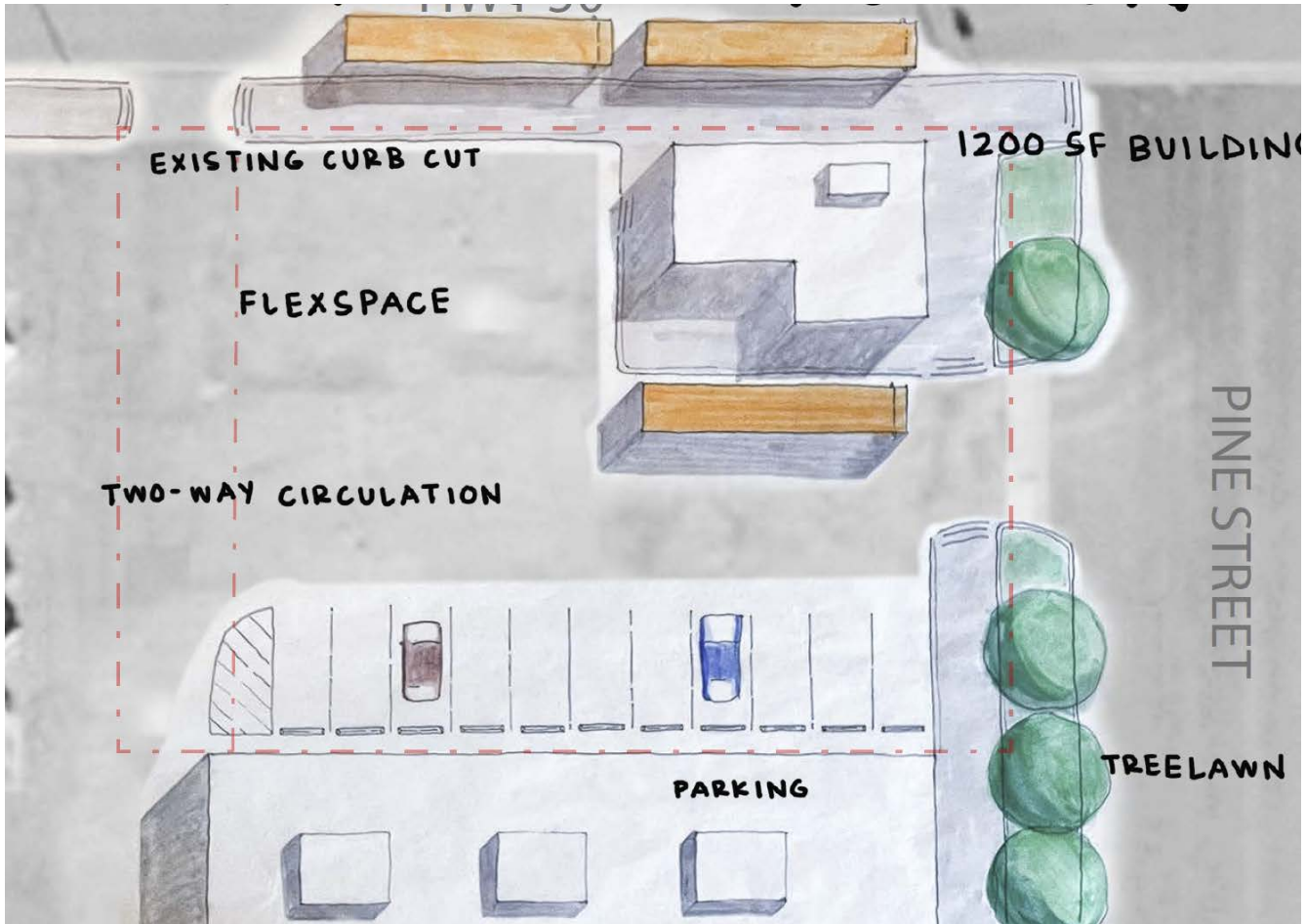
GVTA has already secured a location for the proposed Enhanced Bus Stop Facility. The location will be at 301 W. Tomichi Avenue in Gunnison, Colorado.

The initial concept for the GVTA Facility includes the following:

- Stick frame or pre-fab building
- Approximately 1,200 Square Feet
- Waiting area for passengers
- Two public restrooms – two stalls each
- Office space for three employees
 - Could be one larger space or separate spaces
 - Window from office space to waiting area for dispatcher to answer questions
 - One space could be used as a break room
- Sprinklers to Fire Code
- Consider two story building if it makes financial sense
- In-Floor Heat
- Run Utilities to building
- Paved Apron and Parking (Approximately 20,000 Square Feet) on *southern* part of property
- Landscaping on *western* part of property

Below are two possible site development plans.





1-3 Procurement Schedule

RFQ Available:

Question/Clarification Deadline:

GVTA Question/Clarification Addendum Posted:

Proposals Due:

Potential Interview(s) Conducted:

Award Recommendation to GVTA Board:

Award Notification:

Contract Execution/Notice to Proceed:

Approx timeline:

_____	, 2025	Day 0
_____	, 2025	Day 10
_____	, 2025	Day 15
_____	, 2025	Day 35
_____	, 2025	Days 42-45
_____	, 2025	Day 50
_____	, 2025	Day 55
_____	, 2025	Day 63

1-4 Inquiries, Questions, and Clarifications

All correspondence should be titled **GVTA Enhanced Bus Stop Facility Design/Bid RFQ # 2025-02**, be in written format, and directed to Scott Truex, GVTA Executive Director, at struex@gunnisonvalleyrta.org. Correspondence will not be accepted by any other means or by any other GVTA related staff member.

1-5 Interpretation of and Addendum to RFQ Documents

No oral interpretations as to the meaning of the RFQ will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RFQ must be requested in writing and with sufficient time allowed, as defined in 1-3 Procurement Schedule, for a reply to reach all proposers before the submission of proposals.

GVTA reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. Copies of such addenda and/or amendments shall be placed on the GVTA website: XXXXXXXXXXXXX.com. All addenda will be furnished as promptly as is practicable and at least seven (7) calendar days prior to the proposal due date. All addenda will become part of the RFQ and any subsequently awarded contract.

Proposers must acknowledge receipt of any addenda issued via **Attachment C – Acknowledgement of Addenda** as part of proposal submission.

If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFQ may be postponed by such number of days as, in the GVTA's opinion, shall enable proposers adequate time to revise their proposals.

GVTA reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submission.

1-6 Proposal Submission

The proposer will submit proposals electronically in native PDF format via email only to Scott Truex, GVTA Executive Director, at struex@gunnisonvalleyrta.org. No hard copy proposals will be accepted.

One original copy of the proposal in native PDF can include all signed affidavits and certifications, or the affidavits and certifications can be submitted in a separate PDF. To satisfy State procurement requirements, documents are to be native PDF and unlocked so that the file can be separated and signed affidavits and certifications can be shared with CDOT as appropriate.

All proposals must be clearly marked as **GVTA Enhanced Bus Stop Facility Design/Bid RFQ # 2025-02** with the time and date proposals are due.

1-7 Proposal Format and Required Content

Proposals shall be prepared in a clear and concise manner. Proposal sections shall be marked/tabbed to coincide with the sections of the RFQ and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the proposer submits is expected to be concise and relevant to the RFQ. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible by the GVTA may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

A. Cover Letter that includes the following information:

1. Identification of the proposer(s), including company/firm name, and name, telephone number, and email address of the appropriate company/firm contact person.
2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, as applicable.

B. Company/Firm Qualifications and Capabilities

1. Name(s) and title(s) of all key personnel proposed for the duration of the project. In the event that interviews are conducted, also provide the designated personnel required to attend. This information should include any subcontractor the proposer has chosen to include, as well as the designation of tasks to the subcontractor's personnel.
2. Brief profile of the proposer company/firm, including principal line of business, year founded, form of organization, and a general description of the company/firm financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, and/or planned office closures) that may affect the proposer's ability to complete the project.
3. All qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required service by reason of its strength and stability.
4. Current information on professional errors and omissions coverage carried by proposer, including name of insurer, coverage limits and deductibles or self-insured retentions.

C. Related Experiences and References

1. Examples of similar contracts the proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, email address, and telephone number of the person(s) at the reference organization who is/are the most knowledgeable about the work performed.

D. Technical Proposal

1. Narrative demonstrating understanding of the project.
2. Narrative plan explaining the proposer's project approach, to include a detailed description of the proposer's capability to handle the environmental, civil, structural, mechanical, electrical, plumbing and geotechnical engineering requirements involved with this project.

E. Personnel Availability

1. Narrative description of proposer's current workload and capacity to start work in April, 2026 and complete the work for GVTA in a timely manner.

F. Required Attachments

1. ATTACHMENT A – Proposer Checklist
2. ATTACHMENT B – Proposal Affidavit
3. ATTACHMENT C – Acknowledgement of Addenda
4. ATTACHMENT D – Affidavit of Non-Collusion
5. ATTACHMENT E – Title VI Assurance

1-8 Proposal Signature

Proposals shall include **ATTACHMENT B – Proposal Affidavit** as evidence of the proposer's commitment to bind the company/firm to the terms of the RFQ and potential contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-9 Interviews & Presentations

GVTA reserves the right to schedule interviews and presentations with proposers after initial review of proposals to allow selected proposers to present approaches to this project in greater detail.

If selected, interviews and presentations would be conducted online via Zoom. The interview and presentation will last approximately one hour, with the presentation portion of the session

limited to 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

1-10 Proposal Acceptance or Rejection

GVTA reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to and conditioned upon financial assistance availability from, and concurrence by, CDOT, who is the primary funder of this project.

1-11 Disadvantaged Business Enterprise (DBE) Participation

Although there is no specific DBE goal for this project, GVTA requests that proposers make every effort to contract with DBEs as appropriate. For proposers to receive credit for the use of a DBE, the Colorado Unified Certification Program (CO-UCP) must certify the proposed DBE company/firm prior to submission of the proposal. Please identify in the **Cover Letter** any use of certified DBEs.

1-12 Examination of RFQ and Contract Documents

Proposers are expected to examine Section 2 - Scope of Work, schedules, compliance requirements, and all instructions. Failure to do so will be at the proposer's risk. It is the intent of these specifications to provide service(s) of first quality. The service(s) proposed must be high quality in all respects. No advantage will be taken by the proposer in the omission of any part or detail which goes to make the service(s) complete. All manner of services not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

The submission of a proposal shall constitute an acknowledgment upon which GVTA may rely on that the proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the services to be provided hereunder. The failure or neglect of a proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the proposer from any obligations with respect to its proposal or to any contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of the RFQ, work sites, statutes, regulations, ordinances, or resolutions.

SECTION 2 – SCOPE OF WORK

2-1 Project Management

While GVTA is not requiring the proposer to have a physical office in Colorado, the proposer must offer the services of a Licensed Engineer in the State of Colorado and the ability for GVTA to have adequate access to the design team in Colorado, providing some type of physical presence.

The A&E company/firm will manage projects through a process of open and frequent communication. The A&E company/firm will be expected to facilitate regular meetings organized around key deliverables. The A&E company/firm will be able to commit to making staff readily available through the duration of the project.

The A&E company/firm will employ a thorough quality assurance and project management process, which includes multiple levels of review of all draft and final products, as well as meticulous tracking of budget costs. As a result, the A&E company/firm will manage both the budget and the deliverables to maintain project flow and timeliness.

2-2 Project Initiation

To initiate the work, key members of the A&E company/firm team will meet with GVTA staff for a project kick-off meeting to review the scope of work, schedule, and to refine project details. GVTA values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the A&E firm will:

- A. Clarify project objectives, priorities, and deliverables.
- B. Identify and discuss critical local or regional issues.
- C. Develop a schedule for meetings.
- D. Identify project contacts and establish interface protocols between the consulting team, GVTA, and any other parties that will be involved in the design process.
- E. Discuss data/mapping needs and other resources.
- F. Review the work plan with associated milestones.
- G. Develop a stakeholder and community outreach plan, including objectives, format, and participants.

2-3 Design Development Documents

The A&E company/firm will prepare design development documents for the approved concept, to include the following.

- A. **Geotechnical and Site Survey.** The A&E company/firm is requested to provide site survey and geotechnical services that include:

1. Geotechnical Investigation and Report. The A&E company/firm will obtain test borings in the area of proposed construction. Test borings should be taken in the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.
 2. A survey including boundary and topographic elements will be provided for GVTA's site.
 3. Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
 4. A hazardous material review of the site will be performed.
- B. Design Development Plans.** The A&E company/firm will provide documents to a 30 percent, a 60 percent and a 90 percent design completion level, that must be approved at each stage by GVTA and the City of Gunnison. This includes the following tasks:
1. GVTA's review of operations and support of permit requests.
 2. Signage and Pavement Marking Layout. Signage and pavement marking plans will be produced for the site and adjacent street network including the proposed site layout, intersection/signal modifications, bus pull-offs, and driveway modifications to the site.
 3. Site specific wayfinding signage should be included both inside and outside of structure.
 4. Erosion and Sediment Control. Provide disturbance limits and identify locations of silt fence, catch basin inserts, and other best management practices (BMP).
 5. Civil Site Plans. Provide Layout Sheet, Grading and Drainage Sheet, General Notes Sheet, and Details Sheet to a 30% design level in full compliance with the Gunnison County's land development standards in preparation for a Building Permit. These plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.
 6. Drainage, Hydrology, and Hydraulics Calculations. Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points.
 7. Required Water Quality. BMP, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
 8. Utility Coordination and Relocation Plans. Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures.
 9. Facility/Architectural Plans. Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
 10. Communications Layout - The design of site communications will implement current GVTA standard components with connections using GVTA's communications protocol.

11. A&E company/firm will implement GVTA's standards and designs for any branding or advertising required for the site.
12. Lighting Layouts. Areas of low lighting will be identified and appropriate lighting fixtures designed to fit the community context.
13. Landscaping Layouts. The appropriate level of landscaping for the size of facility, budget, and community context will be provided.
14. Opinion of probable costs.
15. Draft specifications.

2-4 Develop Bid and Final Construction Documents

The A&E company/firm will develop the bid documents incorporating GVTA's comments to a set of 100% complete bid ready and permittable drawings, specifications, and cost estimates.

- A. Architectural. Final floor plans, building sections, wall sections, and details.
- B. Structural. Final foundation and framing plans, sections, and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage Plan.
- C. Mechanical\HVAC. Final plumbing plans for restrooms, roof and floor drains. HVAC for the restroom structure will be provided.
- D. Communications Layout. The final design of site communications will be completed using GVTA's communications protocol.
- E. Lighting and Electrical. Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules, and details will be provided.
- F. Signage and Pavement Marking Layout. Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.
- G. Erosion and Sediment Control. Disturbance limits and locations of silt fence, catch basin inserts, and other BMP will be finalized.
- H. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.
- I. Civil Site Plans. Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with the City of Gunnison's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- J. Landscape. Final plans and details will be provided.
- K. Drainage, Hydrology, Hydraulics Calculations. Detention and water quality calculations will be finalized for review and approval.
- L. Utility Coordination and Relocation Plans. Construction level details will be added to the utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies.
- M. Architectural renderings will be finalized.
- N. Technical specifications for each discipline and system will be finalized.
- O. The A&E company/firm will coordinate with GVTA on final front end specifications and requirements.
- P. The A&E company/firm will update probable construction costs/engineers estimate.

2-5 Bidding Services

Full Construction Bid Documents will be prepared to allow GVTA to advertise the construction project for competitive bidding. The A&E company/firm will provide copies of the bid documents, distribute the documents to interested firms, and collect the plan deposit. A record of firms that obtained the bid documents (plan holders of record) will be maintained by the A&E company/firm. The A&E company/firm will assist GVTA staff in the review of all bids and make a recommendation concerning contract award. The A&E company/firm will attend pre-bid meeting(s), prepare and distribute bid addenda to all plan holders of record, and attend the bid opening.

2-6 Construction Engineering Assistance / Management Services / Inspection

The A&E company/firm will provide construction management and construction contract administration and assistance based on the needs of GVTA and the complexity of the designed facility. The A&E firm will be required to maintain accurate records and documentation to be in full compliance with the requirements of the designed facility's funding source requirements, which fall under the State of Colorado. The A&E company/firm will have the capabilities to facilitate, manage, and provide oversight for the following tasks:

- A. Preconstruction Meeting
- B. Accurate Records and Documentation of Construction and Materials Required under State of Colorado
- C. Contractor Pay Application Approvals
- D. Weekly/ Biweekly Construction Progress Meetings
- E. Materials Testing / Validation
- F. Limited or Full Time Construction Inspection
- G. Managing Request for Information (RFI)
- H. Manage Change Order Requests
- I. Facilitate and Coordinate Substantial Completion and Final Walkthrough
- J. Preparation of Punch List based on Substantial Completion Walkthrough
- K. Provide and /or Manage the Production of Accurate As-Builts/Record Drawings
- L. Oversee the Collection of Close Out Documentation
- M. Issue Certifications of Substantial Completion and Certifications of Final Completion

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Clarification of Proposals

The GVTA reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in proposal rejection.

3-2 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for final proposal submission, a proposer may request to withdraw or modify its proposal. Such a request must be made in writing by a person with authority as identified on the RFQ Cover Letter, provided his/her identity is made known. All proposal modifications shall be made in writing and submitted in the same format as the original proposal.

3-3 Errors and Administrative Corrections

GVTA will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submission deadline in response to requests for clarifications by GVTA. GVTA reserves the right to allow corrections to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes made by the proposer must be initialed by the person signing the proposal.

3-4 Compliance with RFQ Terms and Attachments

GVTA intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RFQ. Proposers are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-5 Single Proposal Response

If only one proposal is received in response to the RFQ, a sample of two (2) proposals, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-6 GVTA Protest Procedures

Pre-Proposal Protest

A proposer or interested party may file a written protest of the RFQ language, or procedures involved herein, with the GVTA contact listed in Section 1-4 Inquiries, Questions, and Clarifications, at least five (5) business days before the proposal due date.

Pre-Award Protest

A proposer or interested party may file a written protest with the GVTA contact listed in Section 1-4 Inquiries, Questions, and Clarifications against GVTA's award announcement within ten (10) business days after the notification of a conditional award of a contract by GVTA has been made.

Post-Award Protest

A proposer or interested party may file a written protest with the GVTA contact listed in Section 1-4 Inquiries, Questions, and Clarifications at least five (5) business days after the date of GVTA's issuance of a contract award to a contractor with respect to this RFQ.

Protest Submission Requirements

Each protest must clearly state:

- The name, address, and telephone number of the protester.
- The solicitation/contract number or description thereof.
- A statement of all of the legal and factual grounds upon which the protest is made, to include a description of the resulting prejudice to the protester.
- Copies of relevant exhibits, materials and other documents substantiating the protest.
- Request for a ruling by the Hearing Officer.
- Statement as to the form of relief requested.
- All information establishing that the protester is an interested party for the purpose of filing a protest.
- All information establishing the timeliness of the protest.

Protests are to be in written form and filed by email, return receipt requested to:

Scott Truex
GVTA Executive Director
truex@gunnisonvalleyrta.org

Hearing Procedure

1. A hearing shall be conducted in accordance with Article 109 of the Colorado Procurement Rules Section R-24-109-101 through R-24-109-404-05, as amended, which are incorporated herein, provided that if there is a conflict between Article 109 et al. and these Written Protest Procedures, the latter will prevail. The Hearing Officer shall issue a written decision within twenty (20) calendar days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer shall respond in detail to each substantive issue raised in the protest.
2. The Hearing Officer shall be the responsible official who has the authority to make
3. the final determination of the protest.
4. The Hearing Officer shall address, in his/her determination, each material issue raised in the protest.

5. The Hearing Officer's determination shall be final and binding upon all parties upon issuance.
6. Within (5) business days from its receipt of the decision of the Hearing Officer, a protester may request reconsideration of the decision, using the same procedure described above. The request for reconsideration shall set forth all of the grounds upon which the request is made.
7. The Hearing Officer shall issue a written decision on the request for reconsideration within ten (10) business days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD

4-1 General

The selection of an A&E company/firm will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, GVTA will select the highest ranked proposer for contract negotiations.

GVTA has selected Proposal Evaluation Committee participants in advance who comprise of GVTA staff and board members.

4-2 Eligibility for Award / Preliminary Proposal Review

A preliminary administrative review of proposal materials is the initial step in the proposal review process in order to gauge the **responsiveness** of the proposer in meeting the RFQ proposal requirements. The proposals will be preliminarily evaluated according to the following criteria:

1. The completeness of the proposal.
2. The proposer has submitted the proposal on or before the required due date and time.
3. The required information, forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a non-responsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a **responsible** proposer, a proposer must be prepared to prove to the satisfaction of the GVTA that it has the integrity, skills, and experience to faithfully perform the conditions of the contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the proposer must show, through submission of **Related Experience and References**, that it has satisfactorily supplied services of the same general type and scope as that which is called for in this RFQ.

The Proposer shall maintain at all times, the necessary licenses, permits, or certifications required to complete work of this nature and may be required to furnish evidence of the same at GVTA request.

4-3 Evaluation of Proposals

All proposal submissions deemed responsive, with proposers deemed responsible, shall be evaluated by the Evaluation Committee. The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth in section 4-4.

The total evaluation points, as separately determined by each Committee member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score.

Following the collection of scoring, an Evaluation Committee meeting will be held to complete the evaluation of the submissions. The highest scoring proposer will then be invited to meet with GVTA to begin scope of work and fixed fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked proposer and GVTA, then GVTA staff will meet with the second highest scoring proposer to begin scope of work and fee negotiations. This process will continue on to the third highest scored proposer, etc., until a fair and reasonable scope and fixed fee are agreed to by both parties.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the quality associated with this service.

The proposal receiving the highest total score shall be deemed the proposal that best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. The proposal that is evaluated by an Evaluation Committee member as the best with regard to a particular criterion will receive the maximum number of points or highest rating. Scores for each criterion will then be factored by the weight provided below to determine an overall total score.

The evaluation criteria are listed as follows:

Technical Proposal Components: 40%

The extent to which the A&E company/firm's proposal addresses the key technical areas of importance and tasks as listed in the Scope of Work, and demonstrates a thorough understanding of the project.

Please note, the Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the Evaluation Committee may re-evaluate the proposals of those companies/firms interviewed.

Key Personnel/Capacity: 30%

The extent to which the A&E company/firm has the personnel, equipment, capacity, and facilities with the necessary experience and training to perform the work.

Past Performance: 30%

The extent to which the A&E company/firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction.

4-5 Price Proposal

The A&E company/firm that submitted the proposal receiving the highest overall total score will be requested to submit a fixed price proposal. Upon receipt of the price proposal, the GVTA Evaluation Committee will review the proposal and enter into negotiations. If the Evaluation Committee cannot negotiate a fixed price considered fair and reasonable with the highest ranked proposer, negotiations will be terminated and the firm with the next highest ranking will be requested to submit a fixed price proposal.

For work for which hourly billing is appropriate, GVTA and the winning proposer will negotiate rates before the contract is executed. The proposer will be required to submit its audited burdened overhead rates.

4-6 Contract Award

Contract award, if any, will be made by GVTA to the properly licensed, responsible proposer whose proposal best meets the requirements of the RFQ, and will be the most advantageous to GVTA with respect to operational plan, quality, and other factors as evaluated by GVTA. GVTA shall have no obligations until a contract is signed between a proposer and GVTA.

Contract award will occur when GVTA signs the contract or issues a purchase order. No other act of GVTA shall constitute contract award. The contract will establish the contract value and incorporate the terms of this document, but will not be the authorization for the contractor to proceed.

4-7 Execution of Contract and Notice to Proceed

The proposer to whom GVTA intends to award the Contract shall sign the contract and return it to GVTA. Upon authorization by GVTA's Board of Directors, the contract will be countersigned. Upon receipt by GVTA of any required documentation and submittals by the proposer, a Notice to Proceed may be issued, if appropriate.

4-8 Public Disclosure of Proposals – Colorado Open Records Act

GVTA is subject to the Colorado laws in connection with the Colorado Open Records Act (CORA). Therefore, the contents of this RFQ and a proposer's submission in response to this RFQ shall be considered public and are subject to CORA statutes. As such, all proposals submitted to GVTA will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in a proposer's submission, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate claims to an exemption provided under CORA. It is GVTA's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under CORA statutes. All data, documentation, and innovations developed as a result of these contractual services shall become the property of GVTA.

SECTION 5 – CONTRACTUAL TERMS AND CONDITIONS; STATE GRANT AWARD

5-1 Modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect

A copy of the modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect that will be executed by Owner and the selected A&E company/firm for Architectural, Engineering & Project Management and Construction Contract Administration Services for the Project is attached hereto as **EXHIBIT 1** and incorporated herein by this reference (the “Design Agreement”). Significant revisions to the Design Agreement requested by the selected A&E company/firm may result in disqualification.

5-2 CDOT Grant Requirements

The Project will be funded by a combination of state and local funds (“Public Awards”) including a \$1,000,000 grant (“CDOT Grant”) from the Colorado Department of Transportation (“CDOT”). As the recipient of the CDOT Grant, GVTA must comply with the terms and conditions of the CDOT Grant, including without limitation Colorado State requirements and the requirements of the Grant Agreement for the CDOT Grant executed by and between GVTA and CDOT, a copy of which is attached as Exhibit 2 hereto and incorporated herein by this reference (collectively, the “CDOT Grant Requirements”). The CDOT Grant Requirements are also included in the Design agreement. Any awardee under this solicitation must also comply with all CDOT Grant Requirements. Any subawards or contracts entered into by the awardee or its subrecipients or contractors at any tier in connection with the Design Agreement must likewise be in compliance with all applicable CDOT Grant Requirements.

ATTACHMENT A – Proposer Checklist

This form must be completed and returned with the proposal. Failure to return this form may be cause for considering a proposal non-responsive.

Company/Firm Name: _____

	Proposer Check-Off	GVTA Check-Off
Cover Letter	_____	_____
Company/Firm Qualifications & Capabilities	_____	_____
Related Experience / References	_____	_____
Technical Proposal	_____	_____
Personnel Availability	_____	_____
ATTACHMENT A: Proposer Checklist	_____	_____
ATTACHMENT B: Proposal Affidavit	_____	_____
ATTACHMENT C: Acknowledgement of Addenda	_____	_____
ATTACHMENT D: Affidavit of Non-Collusion	_____	_____
ATTACHMENT E: Title VI Assurance	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Legal Notice, the Scope of Work, the RFQ Proposal Submission Requirements, and the Contractual Provisions, and is providing a proposal with all required documents and supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public: _____

My commission expires on _____

ATTACHMENT C – Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to this RFQ.

(Include the number and date for each entry.)

Addendum Number _____ Dated_____

Addendum Number_____ Dated_____

Addendum Number_____ Dated_____

Addendum Number_____ Dated_____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of the proposal.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

ATTACHMENT D – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other proposer or materials, supplies, equipment, or service described in the Request for Qualifications designed to limit independent proposals or competition;
3. That the contents of this proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public: _____

My commission expires on _____

ATTACHMENT E – Title VI Assurance

GVTA, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **GVTA** or the **COLORADO DEPARTMENT OF TRANSPORTATION** to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the **GVTA**, or the **COLORADO DEPARTMENT OF TRANSPORTATION** as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provision of this contract, the **GVTA** shall impose contract

sanctions as it or the **COLORADO DEPARTMENT OF TRANSPORTATION** may determine to be appropriate, including but not limited to:

- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions**: The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **GVTA** or the **COLORADO DEPARTMENT OF TRANSPORTATION** may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **GVTA** to enter into such litigation to protect the interests of the **GVTA**, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

EXHIBIT 1

Form of Modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect

[see attached]

Exhibit 1: AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «____» day of «____» in the year 2025.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Gunnison Valley Transit Authority
P.O. Box 1911
507 Maroon Avenue
Crested Butte, Colorado 81224
Attn: Scott Truex, Executive Director

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Design, engineering and construction of an Enhanced Bus Stop Facility with offices, public restrooms, passenger seating area and related bus and other vehicle parking and associated site improvements at 301 W. Tomichi Avenue in Gunnison, Colorado.

The Owner and Architect hereby agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 1 and the attached Exhibits. All Services (as defined herein, below) performed by Architect and all designs developed pursuant thereto shall conform to the requirements of the Agreement and attached Exhibits (collectively the "Agreement"), with Owner approved changes, and all (a) applicable federal, state and local laws, codes, ordinances and regulations ("Applicable Laws") in accordance with the Standard of Care (defined herein, below), and (b) all Project site requirements directed by Owner. In the event that there is any conflict or ambiguity between this Agreement and the Exhibits to this Agreement, then the terms and conditions of this Agreement shall govern. The Architect shall notify the Owner in writing in the event of such conflict.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program consists of the follows:

Full architectural and MEP, civil, structural, environmental and geotechnical engineering services for the design, engineering and construction of the Enhanced Bus Stop Facility with offices, public restrooms, passenger waiting area and related bus and other vehicle parking and associated site improvements.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Enhanced Bus Stop Facility will include offices of approximately 1200 square feet (stick frame or pre-fab) and may be 1 or 2 stories, to include in-floor heat, two (2) public restrooms (2 stalls each), passenger waiting area, and office space for three (3) employees. Site is located at 301 N. Tomichi Avenue in Gunnison, Colorado and consists of approximately ____ square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Architect's Services shall be provided in conjunction with the services of a general contractor ("Contractor") to be selected later by Owner through a RFQ/RFP process after Architect's design for the Project has been completed. The delivery method of the Project will be schematic, design development and construction phase documents with a Guaranteed Maximum Price (defined below) at 100% Complete Construction Documents (defined below). The provisions of this Section 1.1.3 shall be interpreted consistently with Section 6.4 and each Subsection thereof, provided, however, that in the event of any conflict between the terms and provisions of this Section 1.1.3 and the terms and provisions of Section 6.4 and each Subsection thereof, the terms and provisions of Section 6.4 and each Subsection thereof, as applicable, shall govern and control.

The Owner's approved budget for the Project consists of the Cost of the Work and Contractor's Fee ("budget" or "approved budget") and is initially established at [\$1,250,000.00] and may be refined in accordance with this Agreement by Owner and the Architect. The contract sum ("Contract Sum") for the Contractor's Work on the Project shall be based on the Contractor's Cost of the Work plus its Fee, with a guaranteed maximum price (the "Guaranteed Maximum Price") to be established in the contract for construction of the Project, modified AIA Document 104-2019 Standard Abbreviated Form of Agreement between Owner and Contractor where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price ("Construction Contract") between Owner and Contractor. Capitalized terms used herein but not defined herein shall have the meanings given them in the Construction Contract, as modified by such parties, as and when the context so requires.

§ 1.1.3.1 Architect, with input from the Owner, will develop a program (the "Program") for the Project that will establish performance requirements, building square footage, design requirements, project goals and objectives and other specific elements to be incorporated into the Project and will include all required functional programming. Upon Owner's written approval of the Program, Architect shall commence work on the schematic design documents for the Project. Upon Architect's completion of what it believes, in its professional judgment consistent with the Standard of Care (hereinafter defined), are 100% complete Schematic Design Documents (approximately 30% complete Construction Documents) (the "30% Complete Design"), the Architect shall prepare a high level preliminary opinion of probable cost for the Project (the "Preliminary OPC") for Owner's review and approval. Material, equipment and labor costs in such Preliminary OPC will be based on historical cost per square foot data using system studies, area, volume and/or similar conceptual estimating techniques.

Following completion of the Preliminary OPC, Owner's review and approval of the same and provided such Preliminary OPC is trending within the Owner's approved budget for the Project, the Architect will proceed to prepare the Design Development Phase Documents for the Project. Upon Architect's completion of what it believes in its professional judgment, consistent with the Standard of Care, are 100% Complete Design Development Phase Documents (approximately 60% Complete Construction Documents) (the "60% Complete Design"), the Architect will generate a secondary opinion of probable cost (the "Secondary OPC"). Material, equipment and labor costs in such Secondary OPC will be based on historical cost per square foot data using system studies, area, volume and/or similar conceptual estimating techniques. The Secondary OPC will be submitted by Architect to Owner for Owner's review and approval.

Following Architect's completion of the Secondary OPC and provided the same is trending within the Preliminary OPC and the Owner's approved budget for the Project and has been approved by Owner, the Architect will proceed to work on the Construction Documents to the point at which Architect, in its professional judgment consistent with the Standard of Care, believes the Construction Documents are 90% complete (the "90% Complete Design"), at which time the Architect shall generate a third opinion of probable cost of the Project (the "Third OPC"; together with the Preliminary OPC and Secondary OPC, the "OPCs" and each individually an "OPC") for the Owner's review and approval. If the Third OPC is trending within the prior OPCs and Owner's approved budget for the Project and provided Owner approves the same, the Architect shall complete the Construction Documents to one hundred percent

completion (the “100% Complete Construction Documents”) Completion of the 100% Complete Construction Documents may be referred to as the 100% Complete Design (together with the 30% Complete Design, 60% Complete Design and 90% Complete Design, the “Completed Design Phases” and each individually a “Completed Design” or “Completed Design Phase”)

Following Architect’s completion of the fully permitted 100% Complete Construction Documents and provided construction of the Project based on such 100% Completed Construction Documents remains within the Owner’s approved budget for the Project and the OPCs, the Architect shall prepare the Request for Qualifications and Request for Proposal Package (the “RFQ/RFP Package”) for Owner’s review and approval and distribution to prospective general contractors for solicitation of bids for the Work identified and as described in the fully permitted 100% Complete Construction Documents. The Construction Contract will include a contract sum (“Contract Sum”) based on the Cost of the Work plus the Contractor’s Fee with a guaranteed maximum price (the “GMP” or “Guaranteed Maximum Price”).

The GMP for the entire Project shall be undertaken in accordance with Section 6.4 and each Subsection thereof. The Guaranteed Maximum Price is subject to adjustments made pursuant to Change Orders approved by the Owner in accordance with the other terms and conditions of this Agreement.]

»

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

See **Exhibit B** attached hereto and incorporated herein by this reference (the “Schedule”) for Architect’s schedule for delivery of services.

- .2 Construction commencement date:

«[] [TBD] »

- .3 Substantial Completion date or dates:

«[] [TBD] »

- .4 Other milestone dates:

«See Design Delivery Schedule»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Gunnison Valley Transit Authority
P.O. Box 1911
507 Maroon Avenue
Crested Butte, Colorado 81224
Attn: Scott Truex, Executive Director

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

»

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1

.2

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services (hereinafter defined):

.1 Structural Engineer:

«

.2 Mechanical Engineer:

.3 Electrical Engineer:

.4 Plumbing:

.5 Civil Engineer:

.6 Environmental Engineer:

.7 Site Survey:

.8 Geotechnical/Soils:

See Responsibility Matrix, attached hereto as **Exhibit C** and incorporated herein by this reference, for a further description of consultants to be retained by Owner and Architect.

§ 1.1.11.2 Consultants retained under Additional Services:

«N/A »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall work together in good faith to determine what adjustments, if any, should be made to the Architect's Services, schedule for the Architect's Services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§1.2.1 In the event Contractor makes a claim for an increase in Contract Sum for the Project following its establishment and acceptance by Owner by reason of a claimed change in scope, Owner shall submit such claim to Architect and the Architect shall, as part of its Basic Services hereunder, render to Owner its analysis and interpretation of Contractor's claim for an increase in the Contract Sum for the Project and set forth recommendations as to maintaining the Contract Sum for the Project. If, after Owner's analysis of the Contractor's claim for an increase in the Contract Sum for the Project and Architect's interpretation of such claim, the Owner determines that the Contractor's claim for an increase in such Contract Sum is appropriate due to a change in scope caused by the Architect's acts, errors or omissions, Architect will, as a Basic Service, undertake a redesign of the Work in cooperation with Owner, Contractor and the appropriate subcontractors to bring the Project back within the Owner's approved budget. If the change in scope is due to Owner's changes or Contractor's changes or mistakes, then Architect will undertake a redesign of the Work as an Additional Service.

§1.2.2 The Architect's fee hereunder is not based on the Contract Sum for the Project but rather on the level and scope of the Architect's Basic Services provided by the Architect hereunder and Architect shall only be entitled to an increase in its fee hereunder on the basis that the scope or level of services provided by the Architect hereunder exceeds the scope or level of the services described in the Architect's Basic Services, and then only with the prior written approval of the Owner.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Intentionally Omitted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement and specified in **Exhibit A** attached hereto (hereinafter referred to as "Services"). To the extent additional Services are properly authorized pursuant to this Agreement, such additional services shall be deemed to be "Additional Services" as set forth in the Agreement, and subject to all provisions hereof regarding performance of Basic Services more fully described in Article 3 herein, below. The term "Services" includes Basic Services and Additional Services. The Architect shall execute the Services described in the Agreement and all Exhibits attached hereto, and reasonably inferable therefrom or a logical extension thereof. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.1.1 Architect represents that it is a business entity that possesses a level of experience and expertise in design, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project. The Architect further acknowledges that the Owner is relying on the Architect's representation that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Architect's Services and obligations under this Agreement, and that it will assign to this Project similarly qualified individual professional architects, managing those professionals as needed.

§ 2.2 The Architect shall perform its Services consistent with the level of professional skill, diligence and care provided by other fully competent, qualified architect and design professionals experienced in performing similar design services on projects of similar complexity and sophistication, in similar locations, for similar clients, and within a similar time frame (“Standard of Care”). The Architect shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§2.2.1 In the event of any error, omission or inconsistency in the Services provided by or on behalf of the Architect under this Agreement, (a) the Architect shall promptly furnish all professional design services necessary to correct such error, omission or inconsistency at no additional cost to the Owner or adjustment in the time permitted for performance of the Services; and (b) the Architect shall be liable to the Owner for all costs and damages incurred by the Owner on account thereof.

§2.2.2 Architect shall coordinate and align its efforts and the performance of its Services with Contractor and Owner and other consultants working on behalf of the Owner, and shall participate in regular communications and Project meetings to achieve an integrated team approach to the design and development of the Project. Architect shall cooperate with Owner’s other contractors, consultants and design professionals with respect to its Services and all work on the Project.

§ 2.2.3 The term “approved” and its derivatives as used in this Agreement in reference to the Owner shall be interpreted to mean either (1) written acceptance, in general concept, by the Owner of a proposal, or (2) written authorization by the Owner to proceed with a particular action, as the case may be. The Owner’s review and approval of any and all Instruments of Service or other matters required herein is not for the purposes of determining the adequacy, accuracy and completeness of such Instruments of Service and other matters and in no way shall create any liability or responsibility on the part of the Owner for errors, inconsistencies or omissions in any approved Instruments of Service. The Architect hereby acknowledges and agrees that any such approval by the Owner is made in reliance on the Architect’s professional skill, judgment and recommendations, without any independent investigation, review or evaluation by the Owner. In no event shall any approval by the Owner relieve the Architect of any responsibility or liability under this Agreement unless such approval is made by Owner against Architect’s written advice.

§ 2.3 The Architect shall identify, in writing to Owner, a representative authorized to act on behalf of the Architect with respect to the Project. Once identified, the designated representative shall not be changed without the Owner’s written authorization, except in the event of the death, disability, or termination of employment of such designated representative.

§ 2.3.1 The Architect shall coordinate with Owner all personnel assigned to and sub-consultants to be engaged on the Project and seek Owner’s approval of such assignments and engagements. The Architect agrees that the key personnel in Architect’s firm who shall be associated with the Services and perform in the capacity described are set forth in **Exhibit D** (“Key Personnel”). The Architect acknowledges and agrees that the services provided by Key Personnel shall be deemed personal services and that the designation and dedication of such Key Personnel and the availability of all Key Personnel to work on the Project is a material inducement to the Owner entering into this Agreement. The Architect shall not change any of the Key Personnel without prior written approval by Owner, unless said personnel cease to be employed by Architect. In either case, Owner shall be allowed to interview and approve replacement personnel. If any designated Key Personnel fails to perform to the satisfaction of the Owner, then, upon written notice, the Architect shall immediately remove that person from the Project. Architect shall within seven (7) days provide a permanent replacement person acceptable to the Owner.

§ 2.4 Except with the Owner’s knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance, at its sole cost and expense, for the duration of this Agreement until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability Insurance with limits of not less than «One Million Dollars (\$1,000,000.00) for each occurrence, «Two Million Dollars» (\$2,000,000.00) General Aggregate and «Two Million Dollars» (\$2,000,000.00) Products-Completed Operations Aggregate with a sublimit of \$50,000 for any one fire.

§ 2.5.2 Insurance covering “any auto” or all owned, non-owned, and hired automobiles. Such insurance shall provide coverage not less than that of a standard Insurance Services Office (ISO) Business Auto Coverage policy with limits not less than listed below. Contractual Liability, if not provided in the policy form, is to be provided by endorsement. One Million Dollar (\$1,000,000) Combined Single Limit each occurrence for Bodily Injury and Property Damage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits of not less than One Million Dollars (\$1,000,000) Each Accident for Bodily Injury, One Million Dollars (\$1,000,000) Policy Limit Bodily Injury by Disease; One Million Dollars (\$1,000,000) Each Employee for Bodily Injury by Disease.

§ 2.5.6 Professional Liability insurance coverage in an amount not less than Two Million Dollars (\$2,000,000) per claim, Three Million Dollars (\$3,000,000) in the aggregate. If such insurance is written on a claims made basis, the Architect and its Consultants shall maintain the insurance for the minimum period of the State of Colorado’s applicable statutes of limitation and/or repose after Substantial Completion of the entire Work and have a retroactive date prior to the effective date of this Agreement or the Consultant’s consulting agreement with Architect, as applicable.

§ 2.5.7 Architect shall maintain fidelity and crime insurance including third party client coverage, covering all employees of Architect or its affiliates who handle or have access to funds, with limits of liability of no less than what is required in Section 2.5.1 above, including third party coverage and with deductible of not greater than \$100,000 unless approved by the Owner in writing, in advance.

§ 2.5.8 Architect shall maintain cyber risk insurance with limits of liability no less than what is required in Section 2.5.1 above. Such insurance must cover first and third party losses/liability, where applicable, for data breaches, disclosure of personal information, credit monitoring, data breach response costs, reputational loss, business interruption, business income loss and dependent business income loss, data/network restoration costs, theft of proprietary corporate assets, funds transfer fraud, social engineering, and cyber extortion (ransomware), as well as costs, attorney’s fees, fines, settlements, and judgments resulting from legal or regulatory proceedings.

§ 2.5.9 To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.10 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.11 The Architect shall require that any and all of its consultants engaged or employed by the Architect carry and maintain similar insurance with appropriate levels of coverage given the scope of services of such sub-consultants unless otherwise agreed to in writing by Architect and Owner. The Architect and Architect’s consultants shall submit proof of such insurance to the Owner in the form of Certificates of Insurance and original endorsements showing applicable coverage, all of which shall be in force prior to commencement of its and their Services hereunder, at the anniversary date(s) of the first submittal, and at any time when a material change in coverage, carriers, or underwriters

occurs. The maintenance in full current force and effect of such coverages shall be a condition precedent to the Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies.

§ 2.5.12 All such insurance coverages required of Architect under this Agreement shall be issued by companies authorized to do business in the State of Colorado with an A.M. best rating of A-IX or better.

§ 2.5.13 The policies of insurance for Commercial General Liability and Automobile Liability shall name the Owner, its offices, directors, and employees as additional insureds or loss payees, as their interest may appear, shall state that these coverages are primary as respects the additional insured and shall contain a waiver of subrogation endorsement in favor of the Owner, its offices, directors and employees.

§ 2.5.14 The limits of liability required herein shall be considered the minimum limits acceptable to the Owner and in no way should they be construed to limit the liability of the Architect unless otherwise expressly provided herein.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's "Basic Services" consist of and are defined as those described in this Article 3 and **Exhibit A** hereto and include all professional services necessary for the complete design, engineering and documentation of the Project, including usual and customary structural, civil, mechanical, electrical, plumbing, environmental, and geotechnical engineering services and all other services set forth in this Agreement which are not specifically designated as Additional Services in Article 4 below. The Architect agrees that the compensation for Basic Services set forth in Section 11.1 below constitutes sufficient consideration for the provision of all professional services (including all fees and expenses of Architect's consulting structural, mechanical, electrical, plumbing, environmental, geotechnical and civil engineers and all other consultants) necessary to properly design and engineer the Project and prepare the documents that are necessary for construction, the only exceptions to this being (i) the cost of those services that are provided by third parties and that are expressly designated herein as being the "Owner's responsibility" or are "Owner-provided" and (ii) the cost of those engineering or consulting services that become necessary as a result of a change in Project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect. Services not set forth in this Article 3 or in Part I of **Exhibit A** hereto are Additional Services. In the event of any conflict between this Article 3 and **Exhibit A** hereto, the terms and provision of **Exhibit A** shall govern and control.

§ 3.1.1 The Architect shall manage the Architect's Services and the services of its Consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its Services with those services provided by its Consultants and by the Owner, the Owner's consultants and the Contractor. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall be responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by the Architect. The Architect shall coordinate its Services with its Consultants (as defined below) and the consultants retained by the Owner and the Project's Contractor so as to ensure that the Architect's design for the Project is free from overlaps, inconsistencies, gaps or interferences and is fully integrated with and into the design of Owner's consultants and the consultants of others, including the Projects' Contractor. The Owner shall direct its consultants to coordinate services with the Architect.

The Architect's duty to coordinate shall include a review of the services and documentation of the Owner's consultants for general consistency with the Services and documents of the Architect, the Architect's consultants and other consultants retained by the Owner or the Project's contractor. The Architect shall notify the Owner of the Owner's consultants in writing of any noncompliance or inconsistency discovered within three (3) days of discovery. The Architect shall be responsible for the completeness and accuracy of all drawings and specifications submitted to or through the Architect and for their compliance with Applicable Laws and the requirements of all applicable industry

accreditation organizations. Construction Documents may be prepared in media compatible with the Owner's requirements. Elements of the design which are depicted in the plan view are required to be drawn in CAD medium.

3.1.2.1 The Architect's duty to coordinate shall include a review and documentation of the Owner's consultants for general consistency with the Services and documents of the Architect, the Architect's consultants and other consultants retained by the Owner and the Project's Contractor. The Architect shall notify the Owner or the Owner's consultants in writing of any noncompliance or inconsistency discovered within three (3) days following discovery of the same. Architect will promptly advise Owner and the Project Contractor of any inconsistencies, errors or omissions observed by Architect in documents prepared by others, will be responsible for the completeness and accuracy of all drawings and specifications submitted to or through the Architect and for their compliance with Applicable Laws and the requirements of all applicable industry accreditation organizations. The Architect shall at all times remains liable for the acts, errors and omissions of all Consultants at any tier retained by or through Architect for the Project, including any defective or incomplete design or engineering produced or prepared by such Architect-retained Consultants.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services. The Schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The Schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project, design activities, document preparation, coordination efforts with other consultants and documentation and printing. The Schedule sets forth the dates on which the Architect plans to complete the schematic design phase, design development phase, construction document phase, and the bidding or negotiations phase. The Architect shall monitor the Schedule for conformance and shall promptly advise the Owner of any delay or potential delays to the approved Schedule. Once approved by the Owner, time limits established by the Schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the Schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities as required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review Applicable Laws applicable to the Architect's Services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other

documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Architect will meet with Owner as necessary to present and review the material, including any cost estimate prepared by Owner's cost estimator or general contractor.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Section 4.2

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall assist the Owner in preparing an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall assist the Owner in updating the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner in accordance with the Schedule, advise the Owner of any potential adjustments to the estimate of the Cost of the Work, take any actions required under Section 6.5, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall describe and reflect the work necessary to permit and construct the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. If necessary and as a Basic Service, the Architect and/or Architect's consultants shall attend all meetings with governmental authorities as required to obtain appropriate permits.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also

compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements to the subcontractors and sample forms.

§ 3.4.4 The Architect shall consult with and advise the Owner in Owner's efforts to update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner in accordance with the Schedule, provide input to and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.4 and each Subsection thereof, and request the Owner's approval.

§ 3.4.6 Construction Documents will include all details reasonably necessary (including those reasonably inferable therefrom or a logical extension thereof) to allow an experienced general contractor to bid and construct all components of the Work, and shall include any and all specifications necessary to establish the quality of the supplies and materials to be employed and systems required.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the fully permitted 100% Complete Construction Documents, the Architect shall (1) prepare and distribute the RFQ/RFP Package to prospective general contractors, (2) obtain either competitive bids or negotiated proposals from prospective contractors, subcontractors and suppliers of all tiers; (3) confirm, in consultation with Owner, responsiveness of bids or proposals; (4) assist Owner in determining the successful bids or proposals, if any; and, (5) assist Owner in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to the selected Contractor, who will distribute to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified by Owner and Contractor, all modifications to which shall automatically modify the corresponding provisions of this Agreement unless otherwise agreed in writing by the Owner and the Architect. The Architect shall cooperate fully with Contractor and shall not interfere with or hinder Contractor's performance of its work. Architect shall timely and properly respond to Contractor's inquiries and requests for information.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall have no power, authority, right, or obligation to supervise, direct or control the activities of any contractor or subcontractor, or the Contractor, their agents, servants or employees. The Architect shall be responsible for the Architect's and its employees' and Consultants' at all tiers' acts or omissions, but shall not be responsible for the acts or omissions of the Contractor or of any Subcontractors or other persons or entities not under Architect's control performing any portion of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing Architect shall, as a part of its Basic Services hereunder conduct six (6) month and eleven (11) month warranty walk-throughs of the Project for purposes of observing the Project's operations and assisting Owner in evaluating any defective Work that may need correction by the Project's Contractor during such Contractor's one (1) year correction period required under the Construction Contract for the Project.

§ 3.6.1.4 During construction, Architect will promptly review and respond to written requests for information and material, product and equipment submittals from the Contractor. Architect will not approve the substitution of specified materials, products or equipment without prior written approval of the Owner. Architect will periodically visit the Project during construction of the Work and advise Owner of the progress and quality of Work completed. During such site visits, Architect will, consistent with the Standard of Care, identify any readily observable deficiencies in the Work, and otherwise determine if the Work is being performed in a manner consistent with the Construction Documents and in compliance with Applicable Laws. Architect will notify Owner and Contractor of any known deviations from the approved schedule for completion of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to observe and to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the Architect's observations at site visits, the Architect shall keep the Owner fully informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and Contractor (i) known deviations from the Contract Documents, (ii) known deviations from the most recent construction schedule submitted by the Contractor, and (iii) defects and deficiencies observed in the Work. In the event that the deviations, defects or deficiencies observed may have any future impact on the construction schedule or cost, the Architect shall also notify the Owner and Contractor in writing immediately of such deviations, defects, or deficiencies.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall immediately provide the Owner and Contractor written notice of all such occurrences. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work

in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect shall submit a written report to the Owner within forty-eight (48) hours following the Architect's taking any action under this Section 3.6.2.2. If costs are associated with the Architect's direction related to this Section 3.6.2.2, the Architect must first receive written approval from the Owner prior to taking any action (in addition to just making observations) under this Section 3.6.2.2.

§ 3.6.2.3 The Architect shall promptly interpret and advise on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise within three (3) business days following its receipt of such invoice.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from or a logical extension of, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Any decisions made related to cost, schedule and/or quality shall be in cooperation with the Owner and shall not be binding upon Owner absent Owner's written consent.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Architect shall review and confirm the amounts due Contractor and issue the certificates for payment within seven (7) calendar days after submission by Contractor of each of its Owner-approved applications for payment. Architect shall be responsible to Owner for any claims or extra costs asserted by Contractor against Owner for Architect's failure to process applications for payment in a timely manner. Architect shall defend and hold Owner harmless from any such claims for failure to process applications for payment in a timely manner, including but not limited to any and all attorneys' fees and expenses incurred by Owner in defending such claims. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect and acceptable to Owner in its reasonable discretion, and (5) adequate documentation backup being provided by the Contractor.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (but in no event later than ten (10) days following receipt) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility, except to the extent the Contractor has requested assistance of the Architect to determine dimensions or quantities because of conflicts between the Contract Documents and existing field conditions or because dimensions or quantities in the Contract Documents contain erroneous, inconsistent, or incomplete information for which clarification is necessary. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy and shall coordinate the work of such design professionals with and into the design developed by the Architect pursuant to this Agreement and the other Contract Documents. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, but shall, consistent with the Standard of Care, promptly notify the Owner and Contractor of any errors or omissions in such design professionals' work discovered by the Architect and shall be liable to the Owner for any loss or damage incurred by the Owner as a result of such errors or omissions that are discovered by the Architect and not promptly reported to the Owner and Contractor.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall assume and maintain design liability for all drawings and specifications produced or generated by Architect or its Consultants at any level that may be impacted by a request for information. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise within three (3) business days. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. All supplemental drawings and specifications will be clouded for clarity and ease of recognition. Under no circumstances shall the Contractor, Owner or Owner's Representative, if any, take on or otherwise be responsible for the design liability for the accuracy or completeness of any requests for information or clarifications.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 Subject to Owner's prior written approval, Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution or rejection in accordance with the Contract Documents. The Architect shall review and respond in writing to Change Order requests within five (5) business days following Architect's receipt of such requests, or sooner if feasible.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Such records shall be made available to the Owner upon request at no additional cost or expense to the Owner.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect and its Consultants shall prepare a separate punch list of incomplete items that are not included in the Contractor's list.

§ 3.6.6.3 Subject to Owner's approval, when Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; (3) temporary and final certificates of occupancy issued by the applicable governmental agency having jurisdiction over the Project and the Work; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year following the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Intentionally Omitted.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall include the cost of these Additional Services and schedule impact, if any. The Architect shall not proceed to provide the following Additional Services unless and until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method that have a direct financial impact on the Architect's Services but only to the extent any of the foregoing changes are not required in whole or in part as a result of the Architect's negligence or failure to perform and are not a logical extension of or reasonably inferable from the Initial Information or Owner's program for the Project;
- .2 Services necessitated by the enactment or revision of Applicable Laws, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of Applicable Laws not in force at the start of design or that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Intentionally omitted.

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 Intentionally Omitted.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [TBD (TBD)] visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for Services required under Section 3.6.6.5, those Services that do not exceed the limits set forth in Section 4.2.3, and the six (6) and eleven (11) month warranty walkthrough of the Project (which shall be completed by Architect as part of its Basic Services hereunder), Construction Phase Services provided more than ninety (90) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Intentionally Omitted

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner, with the Architect's input, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner, with the Architect's input, shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's Services.

§ 5.4 To the extent available, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Intentionally Omitted.

§ 5.6 Intentionally Omitted.

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 If additional Owner-provided information regarding the Project (other than that which is listed in this Article) is needed for complete performance of the Architect's Services, the Architect shall notify the Owner in writing as to exactly what additional information is needed and the Architect's basis for that opinion.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests; however, if the need for such Services is the result of the Architect's errors, omissions or nonperformance under this Agreement the cost of the Services shall be the Architect's responsibility.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's Services or professional responsibilities and shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to Architect's Services. Communications by and with the Architect's consultants shall be through the Architect. Architect may communicate directly with the others involved with the Project for the purpose of sharing information, but Architect may only receive authorization with respect to the Services directly from Owner or Owner's designated representative.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's Services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 To the extent Architect actually becomes aware of an inaccuracy in the information provided by the Owner, Architect will promptly notify Owner. Owner makes no representations or warranties, express or implied, to Architect or its Consultants as to the accuracy, completeness or correctness of any reports, plans, specifications, documents and other information provided by Owner to Architect, and Owner hereby disclaims all such representations and warranties, including, but not limited to, any and all express or implied representations and warranties of merchantability, suitability, fitness for a particular purpose and compliance with Applicable Law with regard to any reports, plans and other information provided by Owner to Architect.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect, and as determined by Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; compensation for any Project consultants, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of (i) the Owner's budget for the Cost of the Work; (ii) the Preliminary OPC; (iii) Secondary OPC; and (iv) Third OPC, each prepared by Architect, represent the Architect's judgment as a design professional. The Architect recognizes that its design directly impacts the Cost of the Work and therefore must be prepared to revise construction documents, at no additional cost or expense to the Owner, to allow the Contract Sum to align with the Owner's budget for the Project at the time the GMP is established by Owner and Contractor for the Project.

§ 6.3 In preparing evaluations of estimates of the Cost of Work, the Architect shall be permitted to take into account contingencies for design, bidding, and price escalation; to recommend what materials, equipment, component systems, and types of construction should be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be recommended to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's evaluation of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate as a Basic Service of the Architect.

§ 6.4 As described in Section 1.1.3, hereof, in order for the Owner to determine if the Project can be constructed for the Owner's approved budget, upon the Architect's achieving what it believes, using its professional skill and judgment and consistent with the Standard of Care, based on the Program requirements and Initial Information, is the 30% Completed Design, 60% Completed Design or 90% Completed Design, as applicable, for the Project, the Architect shall undertake a cost trending analysis of each such Completed Design Phase. Such analysis shall be completed in a mutually agreeable time following Architect's submission of such Completed Design to the Owner, during which time Architect may continue working on the next phase of design in order that the next Completed Design Phase for the Project is timely submitted to the Owner in accordance with the Schedule established on **Exhibit B** hereto.

§ 6.4.1 If following completion of Architect's cost trending analysis at each of the milestones as described in Section 6.4 above, Architect and Owner determine that each Completed Design is trending within the Owner's approved budget and at each of the milestones and the applicable OPCs previously established for the Project by Architect, the Architect shall commence and diligently complete within the Architect's Schedule described on **Exhibit B** hereto the next Completed Design Phase for the Project, which shall coordinate and integrate all necessary design and engineering elements or components of the Architect's Consultants, and be coordinated and integrated with the services of the Owner's separate consultants and any design-build and design-assist subcontractors, if any. Architect and Owner shall fully communicate during the completion of the 100% Complete Construction Documents through meetings and exchange of progress drawings so as to coordinate the Architect's completion of the 100% Complete Construction Documents and so as to maintain the Project within the Owner's approved budget and the OPCs previously established for the Project and minimize, to the extent reasonably possible, any claims for scope increases. Upon completion of the 100% Complete Construction Documents, Architect shall include them in the RFQ/RFP Package prepared by Architect for distribution to and bidding by prospective general contractors. If the results of such bidding and selected Contractor's GMP proposal based thereon indicate that such GMP proposal will remain within the Owner's approved budget and the OPCs previously established for the Project, the Owner and selected Contractor will execute the Construction Contract for construction of the Project incorporating such GMP proposal.

§ 6.4.2 If, following completion of Architect's detailed cost estimates and cost trending analyses, as described in Sections 6.4 and 6.4.1 above, Architect and Owner determine that any Completed Design is exceeding the Owner's approved budget and any OPCs previously established by the Architect for the Project, the Architect shall, as part of its Basic Services hereunder: (i) render an interpretation of the OPCs and trending analysis for the Project and set forth recommendations to the Owner for maintaining the Owner's approved budget, as modified, if appropriate, for the Project; (ii) attend such meetings with the Owner and other parties as may be necessary, in the Owner's judgment, to reach an agreement as to the manner of maintaining any GMP for the Project within the Owner's approved budget and OPCs previously established for the Project, the Architect understanding and acknowledging that its collaboration, coordination and cooperation in this process is critical to the success of the Project, and (iii) when requested by the Owner, undertake and diligently complete within the Architect's Schedule described on **Exhibit B** hereto a redesign of the Project as may be necessary to bring the Cost of the Work back within the Owner's approved budget and the OPCs previously established for the Project, except for scope increases not caused by Architect's failure to comply with the Owner's approved budget and OPCs previously established for the Project. It is the Owner's intent that the

process contained in this Section 6.4.2 shall not delay the Project and the Architect shall use all necessary resources and means to stay within the Architect's Schedule to bring the Cost of the Work for the Project back within the Owner's approved budget and any OPCs previously established for the Project.

§ 6.4.3 Notwithstanding anything to the contrary contained herein, Owner may terminate this Agreement upon notice to the Architect in the event an OPC for the Project established by Architect exceeds any OPC previously generated by Architect for the Project or the Owner's approved budget for the Project, and Owner, in its sole discretion, is not satisfied with the redesign alternatives available to it. In the event of such termination: (i) Architect shall be compensated for the portion of Architect's Service's performed to the date of termination, together with Reimbursable Expenses then due and documented out-of-pocket expenses incurred in closure of the Project files, but the Architect shall not be entitled to compensation for work not performed or for incidental, direct or actual damages, exemplary or punitive damages, or lost profits or other consequential or special damages resulting from or related to such unperformed Work, all of which the Architect hereby expressly waives. Such compensation shall be Architect's sole remedy for termination of the Agreement; and (ii) Architect, upon request of the Owner, shall assign to Owner any subcontracts specified by Owner and grant and assign to Owner any licenses required or necessary to use the Instruments of Service to complete the Project. The provisions of the immediately preceding sentence shall be included in all subcontracts entered into by Architect with its Consultants.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Plans, drawings, specifications, reports, documents and related materials prepared by the Architect and any other products of the Architect's work (collectively, "Instruments of Service") are Instruments of Service. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 Upon payment of all amounts due to Architect, the Architect shall assign to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents not including Architect's pre-existing intellectual property. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from the Architect's consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or Architect's attempt to do so without Owner's prior written consent. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to Architect's consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that consultant.

§ 7.3 Prior to transfer and assignment of the ownership (including copyrights) of the Instruments of Service to Owner in accordance with Section 7.2 hereof, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing Services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses; provided, however, that the foregoing shall not limit Architect's liability for its own negligence or willful misconduct or for errors or omissions contained in the Instruments of Service, except to the extent such liability directly arises from: (a) any modification of the Instruments of Service by Owner or any third party (including other design professionals) acting at the request of Owner or (b) the negligence of Owner or any third party (including other design professionals) acting at the request of Owner in using or interpreting such Instruments of Service or any request for information concerning such Instruments of Service. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the ownership rights and licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Applicable Law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in modified AIA Document A104-2017 Standard Abbreviated Form of agreement between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement.

§ 8.1.4 The Architect agrees to the fullest extent permitted by law to indemnify and hold harmless Owner, its officers, directors, agents, and employees (collectively "Related Parties") from and against all third party judgments, liabilities, damages, losses, and expenses, including attorneys' fees and costs, suffered or incurred by Owner and/or any Related Party to the extent caused by or arising out of any of the following: (i) any breach of Architect's obligations under this Agreement, and/or (ii) any negligent errors, omissions, or acts in connection with the performance of the Architect's Services and duties contemplated by this Agreement to be performed by the Architect or any of its Consultants, whether such errors, omissions, or acts are committed by Architect or any Consultants retained by the Architect, or any other agents or employees of Architect or such Consultants or any other parties engaged by Architect in order to discharge its duties hereunder. The indemnification and hold harmless provisions set forth in this Section 8.1.4 shall not preclude or in any manner limit the other rights or remedies Owner may have under this Agreement, at law or in equity against Architect. This indemnity shall survive termination of this Agreement. The amount recoverable by Owner in any event shall not in any way be limited by the amount of insurance required as set forth in this Agreement.

§ 8.2 Mediation

§ 8.2.1 Informal Dispute Resolution. At the written request of either the Owner or the Architect, and as a condition precedent to either mediation or litigation, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance of this Agreement. The

representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve mechanic's lien rights, or to apply for interim or equitable relief. Either party may then file for mediation at any time after such date, subject to the terms of Section 8.2.2.

§ 8.2.2 Either party may, within thirty (30) days following the date of Informal Dispute Resolution as required in Section 8.2.1 above, file a Demand for Mediation with the other party. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the Judicial Arbiter Group in Gunnison, Colorado in accordance with the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of the Agreement. A Demand for Mediation shall be made in writing, delivered to the other party to the Agreement. The Demand for Mediation may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Such mediation shall be held for a period not to exceed one (1) day unless otherwise agreed in writing by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ [☐ »] Arbitration pursuant to Section 8.3 of this Agreement

☒ [☒ »] Litigation in a court of competent jurisdiction

☐ [☐ »] Other (*Specify*)

§ 8.3 LITIGATION

§ 8.3.1 Litigation. This Agreement, and all matters interpreting it and arising under it shall be enforced in, and all parties do now submit to, the exclusive jurisdiction and venue of the Superior Court of Gunnison County, Colorado, in the event of any litigation concerning this Agreement, and regardless of where this Agreement may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

§ 8.3.2 Jury Trial Waiver. To the fullest extent permitted by law, Owner and Architect specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the Project or the Contract Documents. The complex commercial and professional aspects of the Agreement make a jury determination neither desirable nor appropriate. Architect shall include this provision in all agreements with its Consultants.

§ 8.3.3 Attorneys Fees. In the event that either party brings legal action to enforce any provision of this Agreement, the prevailing party shall be awarded all of its reasonable costs and expenses, including attorney's fees, incurred by such party in connection with such action, including all attorneys' fees and costs of any associated appeal.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension

of performance of Services under this Agreement. If the Architect elects to terminate or suspend services, the Architect shall give fifteen (15) days' written notice to the Owner before terminating this Agreement or suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for Services performed prior to notice of such suspension, except to the extent Owner disputes payment for such Services in good faith. When the Project is resumed, the Architect shall be compensated for reasonable and verifiable expenses incurred (at cost) in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted, except when suspension was necessitated by the acts, errors or omissions of Architect or its Consultants at any tier or anyone one else for whom Architect is legally responsible.

§ 9.3 If the Owner suspends the Project for more than one hundred (120 consecutive calendar days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 The Owner may terminate this Agreement upon seven (7) days' written notice should the Architect materially breach the Agreement or fail to perform in accordance with the terms of this Agreement. If the Owner terminates this Agreement for cause, then Architect is not entitled to any further compensation, if any, until the Services are fully completed by Owner and all costs and damages incurred by Owner as a result of the Architect's breach and the termination are fully reimbursed and paid.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for Services properly performed prior to termination, Reimbursable Expenses then due, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In no event shall Architect be entitled to payment of fees or other compensation on Services not performed or for lost profits or other consequential or special damages resulting from such terminations for convenience.

§ 9.7 Intentionally Omitted.

§ 9.8 Except as otherwise expressly provided herein (including, without limitation, Section 12.1 hereof), this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Architect shall not assign or delegate any rights, duties or obligations under this Agreement without the written consent of the Owner, which consent may be withheld in Owner's sole discretion. The Owner shall have the right, without Architect's consent, to assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect, in each case first arising or accruing after such lender's election to assume this Agreement. The Owner shall have the further right to assign this Agreement to any affiliate, subsidiary, or parent company of Owner without Architect's consent. Except as otherwise specifically set forth herein, the Owner shall not assign this Agreement without the written consent of the Architect, which consent shall not be unreasonably withheld, conditioned, or delayed.

§ 10.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least five (5) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least five (5) prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.5 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1. This Section 10.6 shall survive the termination of this Agreement.

§ 10.6.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

§ 10.7 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.8 The Architect’s Services will include the services of the consultants identified in Section 1.1.11 of this Agreement and on **Exhibit E** hereto (the “Architect’s Consultants”). However, acceptance of Architect’s Consultants or approval of new or changed Consultants shall not impose any liability on the Owner for the sufficiency of the Consultant’s services nor diminish the Architect’s responsibility for the work product, acts and conduct of the Consultants and Architect shall be and at all times remain liable for the acts, errors and omissions of its Consultants at all tiers. Each agreement of the Architect with any Consultant shall be in writing, shall be executed within thirty (30) days of the date of this Agreement, shall be assignable to the Owner without the consent of the Consultant, and shall specifically make the Owner an express third party beneficiary thereof. Each of the Consultant agreements shall also require each Consultant to discharge for the benefit of the Owner all of those responsibilities with respect to the work of such Consultant that the Architect agrees to discharge hereunder toward the Owner, including without limitation, the provisions of indemnification of the Owner, maintaining of insurance in the amounts and coverages required by this, compliance of the Consultant’s work with Applicable Laws, project management and collaboration software system, and ownership of documents. Each of the Consultants shall be contractually obligated to perform during each phase of the Architect’s Services those services with respect to such phase, including, without limitation, such Consultants providing construction contract administration services of the same nature and extent required of the Architect as to their respective specialty during the Construction Contract Administration Phase. The Architect shall cause each Consultant to be available during Construction Contract Administration for purposes of rendering interpretations and clarifications regarding the portion of the Construction Documents prepared by such Consultant, as a part of the compensation for the Architect’s Services.

§ 10.9 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa.

§ 10.10 Any notice or communication (which shall include, but not be limited to, a consent, an approval, a progress report, a statement or a demand) provided to a party hereto under this Agreement shall be in writing and shall be deemed given: (i) upon delivery, if by hand; (ii) after one (1) business day, if sent by United Parcel Service, Federal Express, or such other recognized express mail or air courier. All Notices hereunder shall be given as follows:

If to the Owner: Gunnison Valley Transit Authority
P.O. Box 1911
507 Maroon Avenue
Crested Butte, Colorado 81224
Attn: Scott Truex, Executive Director

With a copy to: Polsinelli P.C.
1401 Lawrence Street, Suite 2300
Denver, Colorado 80202
Attn: Paul V. Franke

If to the Architect: _____

With a copy to: _____

§ 10.11. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

§ 10.12 Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of the same or any other obligation, covenant, agreement or condition.

§ 10.13 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means (i.e., PDF signature) shall be effective as delivery of a manually executed counterpart of this document.

§ 10.14 The Architect and the Owner agree that all Services, if any, performed by the Architect in connection with the Project prior to the execution of this Agreement are subject to the provisions of this Agreement.

§ 10.15 This Agreement and the Exhibits contain the entire understanding between the parties hereto with respect to the subject matter hereof. All previous contracts or agreements between Architect and Owner are hereby superseded by the terms of this Agreement and in the event of a conflict between the terms and provisions of a previous contract or agreement and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail or govern. Except as otherwise expressly stated herein, in the event of a conflict between the provisions of any Exhibit and this Agreement, this Agreement shall govern.

§ 10.16 The Architect is performing the Services under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer with the Owner. It is understood and agreed that the Architect and its Consultants, together with their agents, servants, and employees, is at all times acting as an independent contractor, and that neither has any express or implied authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party. The Architect shall satisfy all tax and other governmentally-imposed responsibilities with regard to its own personnel, including, but not limited to, payment of social security taxes, workers' compensation, self-employment taxes, and all other payroll taxes.

§ 10.17 To facilitate the execution of the Project, the Owner and other parties performing work and services in connection with the Project shall, as requested by the Owner, have access to electronic files or, at the Owner's option, CAD files. The Owner recognizes that the CAD files are furnished for the convenience of the Owner and they do not supersede or replace information contained on the record hard copies of the documents as issued by the Architect.

§ 10.18 All matters that relate to the termination or expiration of the Agreement, that relate to ownership of Instruments of Service, as well as all rights and obligations of the parties hereto that may by their nature be expected to survive any termination or expiration of this Agreement, such as, but not limited to, requirements for insurance, Architect's duty to indemnify, and Architect's liability for defective design or other negligent or intentionally wrongful acts, errors or omissions of the Architect and its Consultants at any time shall, in each case, survive any termination or expiration of the Agreement and shall be given full force and effect notwithstanding any termination or expiration of the Agreement, but such survival shall not operate to extend any applicable statute of limitations or repose.

§ 10.19 Inasmuch as Architect is an independent contractor, it is understood and agreed that Owner is not responsible for verification of the work authorization of the Architect, the Architect's employees and/or any of Architect's Consultants at any tier that are retained by Architect to perform Services in relation to this Agreement. Architect represents, warrants and covenants to and for the benefit of Owner that Architect, its employees and Architect's Consultants at any tier and their employees are each authorized to work and are not acting, and will not act at any time during the term of this Agreement, in violation of (a) the Immigration Reform and Control Act of 1986 and/or any amendments and regulations existing thereunder; (b) the immigration laws of any country in which the work under this Agreement is to be performed; and/or (c) the requirements of any other Applicable Laws prohibiting or regulating the employment undocumented workers. Architect shall defend, indemnify and hold Owner harmless against any and against any and all fines, penalties, costs, attorneys' fees and/or other outlays which are incurred because of Architect's or its Consultants' (at any tier) breach of this Section.

§ 10.20 In connection with the performance of Services under this Agreement, the Architect agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, against any person otherwise qualified on the basis of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status or physical or mental disability; and further agrees to insert the foregoing provision in all agreements with its Consultants.

§ 10.21 Neither party to this Agreement shall use the name of the other party in any advertising, marketing or promotional materials without the express written consent of the other party.

§ 10.22 Time is of the essence in the performance of all of the Architect's and its Consultants' covenants, obligations, terms, conditions and other provisions under this Agreement and all of the other exhibits, schedules, addenda and attachments to this Agreement.

§ 10.23 The Owner and the Architect agree that this Agreement and all exhibits and attachments thereto shall not be subject to any rule of contract interpretation or construction requiring that, in the event of ambiguity, the same be construed against the drafting party, and the parties hereto hereby waive the benefit of any such rule of contract interpretation or construction.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

« »

.2 Intentionally Omitted
(Insert percentage value)

.3 Intentionally Omitted
(Describe the method of compensation)

« »

§ 11.2 Intentionally Omitted.

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect with no mark-up.
(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	« »	percent (« »	%)
Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 Intentionally Omitted

§ 11.6.1 The Architect shall be entitled to compensation in accordance with this Agreement for all Services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Services of the Architect and the Architect's consultants are set forth on **Exhibit F** attached hereto and incorporated herein by this reference. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See **Exhibit F** hereto. »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Local transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's or Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's Consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses actually incurred by the Architect and the Architect's Consultants, with no mark-up. The approved budget for such Reimbursable Expenses is \$_____, and in no event shall such Reimbursable Expenses exceed \$_____ -without written authorization from Owner prior to such Reimbursable Expenses being incurred. If Architect fails to obtain Owner's written approval in advance of incurring such Reimbursable Expenses, then Owner shall have no obligation to make payment to Architect for such Reimbursable Expenses. Architect shall provide Owner with written notice when the total Reimbursable Expenses incurred total \$_____.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally Omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for Services shall be made monthly in proportion to Services performed. Payment of undisputed amounts are due and payable within thirty (30) days following Owner's receipt of an Owner-approved-invoice from the Architect. In the event that Owner fails to make payment when due and owing to Architect, Architect shall provide Owner with written notice and a ten (10) day cure period before Architect may exercise any other rights provided in this Agreement. The Architect shall submit an invoice on or about the twentieth (20th) day of the month, for Services performed during the prior month. The Architect shall submit with each invoice a current, itemized cumulative statement of amounts invoiced, amounts received, reimbursable expenses invoiced and received, all other funds sought and received by the Architect, and remaining contract billing limits. All invoices shall be sequentially numbered with a unique identification number for the Project. When the Owner specifies that a payment is to be applied in satisfaction of a certain invoice or portion of an invoice, the Architect shall apply the payment to the account as specified and shall indicate that specific application on subsequent monthly statements. Amounts not properly paid when due after the expiration of any applicable cure period shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

The lesser of six percent (6%) per annum or the rate allowed pursuant to applicable law.

§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work if the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and Services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

The Architect hereby waives all rights to payment by the Owner for otherwise reimbursable expenses when (a) the expense was incurred more than ninety (90) days before the date on which the Owner receives the invoice from the Architect initially requesting reimbursement for that expense; or (b) the first invoice for that expense is not accompanied by detailed documentation indicating the Project-related nature of the expense; or (c) that evidence is produced in a form that is inconsistent with the form of the invoice.

§11.10.3 Invoices

- .1 The Architect will provide with each invoice copies of receipts for Reimbursable Expenses. Each invoice for Reimbursable Expenses will provide descriptions of the expenses incurred.
- .2 Each invoice for fees will provide detailed descriptions of Services performed as Basic Services and Additional Services on an hourly rate basis and percentage of completion of Services performed on a lump sum basis including cumulative totals. Time shall be billed in not more than tenth (10th) of an hour increments.
- .3 If requested by the Owner, the Architect's invoice shall include a current architect's lien waiver (conditional and unconditional) in the form reasonably satisfactory to Owner and a duly executed and acknowledged sworn statement indicating all consultants with whom the Architect has entered into a contract, the amount of such contract, and the amount requested for such progress payment. At Owner's sole election, Owner may also require executed lien waivers (both conditional and unconditional) from any or all of Architect's Consultants, all of which shall be in form and content reasonably satisfactory to Owner.
- .4 Invoices for reimbursable expenses received more than ninety (90) days after the date on which such expenses were incurred by Architect will not be reimbursed by Owner.

§11.10.4 PAYMENT OF CONSULTANTS

The Architect agrees to promptly pay any and all sums due and owing to the Consultants for their work in connection with the Project when payment is made by the Owner, subject to the terms and conditions of the Architects' Agreements with its Consultants. In the event any mechanics' lien is filed by an Architect's Consultant against Owner or the Project in any circumstance in which Owner has paid Architect for the Services of such Consultant covered in such mechanics lien filing, the Architect shall indemnify, defend and hold the Owner harmless from and against any and all claims, including but not limited to mechanics' liens, filed or asserted by or on behalf of any of the Architect's Consultants, with respect to nonpayment of fees. At the Owner's request, the Architect will provide documentation of payments by the Architect to Consultants. Owner may also pay Architect's Consultants directly or require dual signature checks in the event of the filing of any such mechanic's lien. In the event any mechanics' lien is filed by an Architect's Consultant against the Owner or the Project in any circumstance in which Owner has paid for the Services of such Consultant covered in such mechanics' lien filing, the Architect shall either furnish the Owner a bond sufficient to discharge such lien or deposit in an escrow approved by the Owner and the Architect a sum sufficient to discharge the lien. Architect shall have the right and opportunity, in cooperation with the Owner, to contest the validity of any such mechanics' lien so long as during the pendency of any such contest, the Architect shall effectively stay or prevent any official or judicial sale of any of the real property or improvements comprising the Project or the property of which it is a part, upon execution or otherwise, and so long as the Architect pays any final judgment enforcing any such mechanics' lien and thereafter procures, within a reasonable time, the record satisfaction thereof; provided that if the Owner's lender(s) shall require release of such lien from the Project as a condition to further disbursement of loan proceeds, the Architect shall cause such lien to be effectively released from the Project as a condition to its right to contest such lien. In the event the Architect should fail to provide a bond or cash escrow as provided above, the Architect shall be obligated to pay and/or refund to the Owner all monies that the Owner may pay in discharging any such lien including all costs and reasonable attorneys' fees incurred by the Owner in settling, defending against,

appealing or in any manner dealing with such lien. In the event a mechanics' lien claim is filed against the Owner or the Project for any Services of the Architect for which the Owner has previously made payment, the Owner shall have the further right to withhold from payments due or to become due to Architect an amount equal to one hundred fifty percent (150%) of the amount of the mechanics' lien claim until the same is released.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Owner's Right to Inspect and Audit.

§ 12.1.1 The Owner may inspect, and audit at any time, up to four (4) years after the completion of this Agreement, amounts paid to the Architect for Basic Services, Additional Services or Reimbursable Expenses under this Agreement and may reject any or all such Basic Services, Additional Services or Reimbursable Expenses if they are not in accordance with requirements of this Agreement. Such audits may be conducted by the Owner on a monthly or more frequent basis. The failure of the Owner's representative to inspect or reject any such request for Basic Services, Additional Services or Reimbursable Expenses shall not be construed as an acceptance of such expenses by the Owner.

§ 12.1.2 The Architect shall maintain accurate and complete records for all Basic Services, Additional Services and Reimbursable Expenses incurred in connection with each work assignment, including but not limited to timesheets, invoices, consultant records, and insurance records. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. The Owner reserves the right at any time and from time to time for a period of four (4) years following the Final Completion of the Project, on a quarterly or more frequent basis as required by Applicable Law, to inspect, copy and audit said records, on the Architect's and its Consultants premises, during the Architect's and its Consultants business hours. The terms of this subsection shall appear in all of the Architect's subcontracts. The Owner will give the Architect and its Consultants at least five (5) business days' advance notice of any pending audit.

§ 12.1.4 The Architect and its Consultants shall make available knowledgeable personnel for interviews by the auditor and the Architect and its Consultants must make available reasonable work space for the auditor on their premises.

§ 12.1.5 The Architect and its Consultants shall provide the Owner with copies of records in computer-readable format as well as hard copy.

§ 12.1.6 The Owner may interview any of the Architect's current or former employees during the audit.

§ 12.1.7 Following an inspection or audit requiring corrective action, the Owner shall provide the Architect with a written description of the corrections required by the Owner and the date by which such corrections must be made. The Architect must advise the Owner when the corrections are made in order for the Owner to re-inspect the corrected work.

§ 12.2 Reduction in Scope of Project and Early Termination. Architect acknowledges that the Architect's Services to be provided by Architect and its Consultants are based on calculations and specifications requiring the design and construction of the Project, as more fully described above. Notwithstanding anything to the contrary contained herein or in any of the other documents or agreements executed in connection herewith, including, without limitation, any of the Contract Documents, if the Owner for any reason or no reason desires to reduce the scope of the Project and in connection with such reduction in scope provides Architect with a written request to provide it with an estimate of the cost to re-design the same to Owner's reduced scope, Architect agrees to provide Owner with a written proposal setting forth in detail the cost to undertake such re-design. Such proposal shall be provided to Owner no later than ten (10) days following Owner's written request therefor. If Owner and Architect reach agreement on the cost to re-design the Project and Owner and Contractor have reached agreement on a new Guaranteed Maximum Price for the reduced Project, Owner and Architect shall undertake to execute a new Standard Form of Agreement between Owner and Architect AIA Form B101, 2017 Edition on terms and conditions mutually acceptable to Owner and Architect. In the event Owner is not satisfied, in its sole and absolute discretion, with Architect's proposal to re-design the Project, the Contractor's revised Guaranteed Maximum Price, any other aspect of such Project or the documents and agreements to be executed, delivered and/or produced in connection therewith, or Owner for whatever reason otherwise elects not to proceed with the Project, Owner shall have the absolute and unconditional right to immediately terminate this

Agreement and the Contract Documents. In such event, Architect shall only be compensated for the portion of the Architect's Services performed to the date of termination, together with Reimbursable Expenses then due and payable and documented out-of-pocket expenses incurred in closure of the Project files, but the Architect shall not be entitled to compensation for work not performed or for incidental, direct or actual damages, exemplary or punitive damages, or lost profits or other consequential or special damages resulting from or related to such unperformed Work, all of which the Architect hereby expressly waives. In the event of any termination pursuant to the Agreement, any compensation paid pursuant to this Section shall be deemed a final and complete settlement of all amounts owed to Architect and shall be Architect's sole and exclusive remedy for termination of the Agreement. Any termination of the Agreement pursuant to this Section shall be deemed a termination for convenience in accordance with Section 9.5 hereof, subject, however, to the limitations set forth in this Section.

<< >>

§ 12.3 TABOR REQUIREMENTS THE PARTIES ACKNOWLEDGE THAT APPROPRIATION OF MONEYS BY THE OWNER IS A GOVERNMENTAL FUNCTION TO WHICH THE OWNER CANNOT CONTRACTUALLY COMMIT IN ADVANCE AND THAT THIS AGREEMENT DOES NOT CONSTITUTE: (I) A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR FINANCIAL OBLIGATION (II) AN OBLIGATION PAYABLE IN ANY FISCAL YEAR BEYOND THE FISCAL YEAR FOR WHICH FUNDS ARE LAWFULLY APPROPRIATED; OR (III) AN OBLIGATION CREATING A PLEDGE OF OR A LIEN ON TAX OR GENERAL REVENUES. IN THE EVENT THAT THE OWNER DOES NOT APPROVE AN APPROPRIATION OF FUNDS AT ANY TIME DURING THE TERM OF THIS AGREEMENT FOR ANY PAYMENT DUE OR TO BECOME DUE FOR A FISCAL YEAR DURING THE TERM HEREOF, OWNER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT ON THE LAST DAY OF THE FISCAL PERIOD FOR WHICH SUFFICIENT APPROPRIATIONS WERE RECEIVED, WITHOUT PENALTY OR EXPENSE. OWNER MAY TERMINATE THIS AGREEMENT BY GIVING NOTICE IN WRITING THAT (A) FUNDS HAVE NOT BE APPROPRIATED FOR THE FISCAL PERIOD, AND (B) OWNER HAS EXHAUSTED ALL FUNDS LEGALLY AVAILABLE FOR THE PAYMENT. IN SUCH EVENT SUCH TERMINATION SHALL BE DEEMED A TERMINATION FOR CONVENIENCE PURSUANT TO ARTICLE 9 HEREOF FOR WHICH NO FURTHER SUMS SHALL BE DUE OR PAYABLE TO DESIGN-BUILDER, ANYTHING CONTAINED IN THIS AGREEMENT OR THE OTHER CONTRACT DOCUMENTS TO THE CONTRARY NOTWITHSTANDING.

12.4 AGREEMENT SUBJECT TO CDOT GRANT FUNDING REQUIREMENTS. Architect has been advised by Owner that funding for the Project is being obtained, in part, from grant funding from the Colorado Department of Transportation ("CDOT") in furtherance of the Statewide Transit Plan Administered by CDOT. Such grant funding (estimated in the amount of approximately \$1,000,000.00 (the "CDOT Grant Funding")) imposes various contractual, legal and other requirements on Owner, as the grantee and recipient of the CDOT Grant Funding, as well as Owner's contractors, architects, engineers, consultants, vendors and other Project participants receiving the proceeds of such CDOT Grant Funding, including Architect. Accordingly, Architect hereby agrees that, notwithstanding anything to the contrary contained in this Agreement or the other Contract Documents: (i) Architect shall at all times comply with, perform, observe, and be bound all terms, covenants and conditions of the CDOT Grant Funding applicable to it, including, without limitation, those set forth in the Grant Agreement between Owner and CDOT for the CDOT Grant Funding attached hereto as **Exhibit G** and incorporated herein by this reference (the "CDOT Grant Agreement") and Architect shall assume toward Owner all the covenants, obligations and responsibilities that Owner, by the CDOT Grant Agreement, assumes toward CDOT; (ii) CDOT shall be a third party beneficiary of all of Owner's rights, remedies, benefits and privileges under this Agreement; and (iii) in the event of any conflict between this Agreement and the CDOT Grant Agreement, the terms and provisions of CDOT Grant Agreement shall govern and control the respective rights, duties and obligations of the parties hereto. The terms of this Section 12.4 shall survive the termination of this Agreement and/or Substantial Completion of the Work.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form of Agreement Between Owner and Architect
- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A	Scope of Services
Exhibit B	Schedule
Exhibit C	Responsibility Matrix
Exhibit D	Architect's Key Personnel
Exhibit E	Architect's Consultants
Exhibit F	Hourly Rate schedule
Exhibit G	CDOT Grant Agreement

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

☐ ☐

OWNER:

ARCHITECT:

GUNNISON VALLEY TRANSIT AUTHORITY

By: _____
Title: _____

By: _____
Title: _____

Exhibit A

Scope of Services

This Exhibit A is attached to and forms and integral part of the Standard Form of Agreement between Owner and Architect, AIA Form B101-2017 (the “Agreement”), dated _____, 2025, between Gunnison Valley Transit Authority (“Owner”) and _____ (“Architect”). Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement.

Basic Services. The scope of Basic Services required of the Architect for the entire Project includes, but is not limited to, the following Services:

Full professional design services are required with all related engineering disciplines and must comply with all obligations and requirements of the governing jurisdictions of the site. These services include, but are not limited, to the following:

1. Full Architectural Services (Program Verification, Concept Design, Schematic Design, Design Development, Construction Documents, Contractor Selection, Bidding and Award and Construction Administration and Close-out)
2. Interior Design
3. Structural Engineering
4. Mechanical and Plumbing
5. Civil Engineering
6. Site Survey
7. Environmental
8. Geotechnical
9. Landscape Architecture
10. Entitlement
11. Fire Protection Engineering
12. Electrical, Lighting & Fire Alarm Engineering
13. Signage and Wayfinding Design
14. Cost Estimating (coordination with Owner)
15. Low Voltage Systems

16. Coordination with User Groups, Owner, and Owners Consultants and Vendors
17. Security

Coordination: Coordination meetings with Owner, other consultants, vendors, and user groups shall be a continuing work item for the Architect from contract execution through programing and conceptual design, schematic design, design development, construction documents, and contractor selection through the construction administration and warranty phase.

Immediately upon execution of the Agreement, the Architect will work to finalize the program/concept with Owner. Once the Architect has confirmed and validated the program plan and concept design, the Owner will release the Architect to move into Schematic Design.

CPM Schedule: Within 1 weeks of receipt of an executed contract, the Architect shall prepare a preliminary integrated Project Design Schedule. This schedule shall show all design phases, identify critical milestone dates, lead time for budget updates and cost trending analysis, including dues dates for the Architect's Preliminary, Secondary and Third Opinions of Probable Cost, Architect and Owner's Consultants' involvement and document coordination, Owner review and approval for each design phase and pricing exercise, print timelines and issue dates to the Owner and potential contractors to whom the RFQ/RFP package will be distributed.

Design Evolution:

Architect will design the Project in accordance with the terms and conditions of the Agreement, including, without limitation, Sections 1.1.3 and 6.4 and Article 3 thereof.. As the design evolves through the completion (Construction Documents), OPCS will be provided by the Architect in accordance with the Agreement to ensure that the Project does not exceed the Owner's approved budget including adequate contingency. Modifications of the drawings and specifications to keep the Project aligned with the budget will be made by Architect throughout design, if required, at no additional cost to the Owner, in accordance with the Agreement and other Contract Documents.

The Architect will work with the Owner to be certain that as the design evolves the Project remains within the Owner's approved budget for the same and within all OPCS generated by Architect during the course of its design and engineering for the Project and in accordance with the Agreement and other Contract Documents, in each case while maintaining the Owner's stated Project goals including schedule, quality, and performance.

The Architect will be expected to provide drawings files using 2024 CAD design software or newer, unless otherwise determined by the Owner.

Project Initiation:

To initiate the work, key members of the Architect's design team will meet with Owner staff for a project kick-off meeting to review the scope of work, schedule, and to refine project details. Owner values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the Architect will:

- A. Clarify project objectives, priorities, and deliverables.
- B. Identify and discuss critical local or regional issues.
- C. Develop a schedule for meetings.
- D. Identify project contacts and establish interface protocols between the Architect team, Owner, and any other parties that will be involved in the design process.
- E. Discuss data/mapping needs and other resources.
- F. Review the work plan with associated milestones.
- G. Develop a stakeholder and community outreach plan, including objectives, format, and participants.

Design Development Documents:

Architect will prepare design development documents for the approved concept, to include the following.

- A. **Geotechnical and Site Survey.** Architect shall provide site survey and geotechnical services that include:
 - 1. Geotechnical Investigation and Report. Architect will obtain test borings in the area of proposed construction. Test borings should be taken in the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.
 - 2. A survey including boundary and topographic elements will be provided for Owner's site.
 - 3. Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
 - 4. A hazardous material review of the site will be performed.
- B. **Design Development Plans.** In accordance with Sections 1.1.3 and 6.4 of Agreement, Architect shall provide design and engineering documents to a 30 percent, a 60 percent and a 90 percent design completion level, that must be approved at each stage by Owner and the City of Gunnison. This includes the following tasks:
 - 1. Owner's review of operations and support of permit requests.
 - 2. Signage and Pavement Marking Layout. Signage and pavement marking plans will be produced for the site and adjacent street network including the proposed site layout, intersection/signal modifications, bus pull-offs, and driveway modifications to the site.
 - 3. Site specific wayfinding signage should be included both inside and outside of structure.
 - 4. Erosion and Sediment Control. Provide disturbance limits and identify locations of silt fence, catch basin inserts, and other best management practices (BMP).
 - 5. Civil Site Plans. Provide Layout Sheet, Grading and Drainage Sheet, General Notes Sheet, and Details Sheet to a 30% design level in full compliance with the Gunnison County's land development standards in preparation for a Building Permit. These

- plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.
6. Drainage, Hydrology, and Hydraulics Calculations. Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points.
 7. Required Water Quality. BMP, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
 8. Utility Coordination and Relocation Plans. Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures.
 9. Facility/Architectural Plans. Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
 10. Communications Layout - The design of site communications will implement current Owner standard components with connections using Owner's communications protocol.
 11. Architect shall implement Owner's standards and designs for any branding or advertising required for the site.
 12. Lighting Layouts. Areas of low lighting will be identified and appropriate lighting fixtures designed to fit the community context.
 13. Landscaping Layouts. The appropriate level of landscaping for the size of facility, budget, and community context will be provided.
 14. Opinions of probable costs at the intervals and in accordance with the requirements of the Agreement and other Contract Documents.
 15. Draft specifications.

Prepare the RFQ/RFP Package, including Development of Bid and Final Construction Documents

Architect, with Owner's input, will prepare the RFQ/RFP Package to general contractors for construction of the Project, such RFQ/RFP Package to include bidding documents that incorporate Owner's comments to a set of 100% complete bid ready and permittable drawings, specifications, and cost estimates.

- A. Architectural. Final floor plans, building sections, wall sections, and details.
- B. Structural. Final foundation and framing plans, sections, and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage Plan.
- C. Mechanical\HVAC. Final plumbing plans for restrooms, roof and floor drains. HVAC for the restroom structure will be provided.
- D. Communications Layout. The final design of site communications will be completed using Owner's communications protocol.
- E. Lighting and Electrical. Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules, and details will be provided.
- F. Signage and Pavement Marking Layout. Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.

- G. Erosion and Sediment Control. Disturbance limits and locations of silt fence, catch basin inserts, and other BMP will be finalized.
- H. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.
- I. Civil Site Plans. Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with the City of Gunnison's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- J. Landscape. Final plans and details will be provided.
- K. Drainage, Hydrology, Hydraulics Calculations. Detention and water quality calculations will be finalized for review and approval.
- L. Utility Coordination and Relocation Plans. Construction level details will be added to the utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies.
- M. Architectural renderings will be finalized.
- N. Technical specifications for each discipline and system will be finalized.
- O. Architect shall coordinate with Owner on final front end specifications and requirements.
- P. Architect shall update opinion of probable construction costs/engineers estimates.

Bidding Services:

Full 100% Complete Construction Bid and Permittable Documents shall be prepared to allow Owner to advertise the construction project for competitive bidding. Architect shall provide copies of the bid documents, distribute the documents to interested firms, and collect the plan deposit. A record of firms that obtained the bid documents (plan holders of record) will be maintained by the Architect. Architect shall assist Owner staff in the review of all bids and make a recommendations concerning selection of a contractor for the Project and award of the construction contract for same. Architect shall attend pre-bid meeting(s), prepare and distribute bid addenda to all plan holders of record, and attend the bid opening.

Construction Engineering Assistance/Management and Construction Contract Administration Services/Inspection:

Architect shall provide construction management and contract administration assistance based on the needs of Owner and the complexity of the designed facility. Architect shall be required to maintain accurate records and documentation to be in full compliance with the requirements of the designed facility's funding source requirements, which fall under the State of Colorado. Architect shall have the capabilities to facilitate, manage, and provide oversight for the following tasks:

- A. Preconstruction Meeting
- B. Accurate Records and Documentation of Construction and Materials Required under State of Colorado
- C. Contractor Pay Application Approvals
- D. Weekly/ Biweekly Construction Progress Meetings
- E. Materials Testing / Validation
- F. Limited or Full Time Construction Inspection
- G. Managing Request for Information (RFI)

- H. Manage Change Order Requests
- I. Issue ASIs and PRs
- J. Provide detailed coordination with the Owner's other consultants and vendors and perform other services as required by Owner to complete the construction Project
- K. Facilitate and Coordinate Substantial Completion and Final Walkthrough
- L. Preparation of Punch List based on Substantial Completion Walkthrough
- M. Provide and /or Manage the Production of Accurate As-Builts/Record Drawings
- N. Oversee the Collection of Close Out Documentation
- O. Issue Certifications of Substantial Completion and Certifications of Final Completion

Exhibit B

Design Schedule

Exhibit C

Responsibility Matrix

<u>SERVICE TO BE PROVIDED AND CONSULTANT NAME:</u>	<i>SOLE SOURCED TO ARCHITECT</i>	<i>ARCHITECT HIRES CONSULTANT BASED ON QUALIFIED BIDS</i>	<i>OWNER WILL HIRE DIRECTLY</i>	<i>OWNER WILL EITHER COMPLETE WITH ITS FORCES AND/OR RETAIN OUTSIDE VENDOR WITH EQUIPMENT</i>	<i>DESIGN-BUILD SUB-CONTRACTOR</i>	<i>PART OF ARCHITECT'S BASIC SERVICES</i>
Interior Design:						
Casework: Architect						
Irrigation Design:						
Hardware: Architect						
LEED: Architect						
Specialty Lighting: Architect						
Special Systems:						
Fire Protection Design:						
Site and Bldg Signage and Wayfinding: Architect						
IT (Cable, Satellite Systems, Computers, In-Wall and Above Ceiling Cabling, Printers, Telephones, PVX, Computer Hardware, TVs:						
Security & Safety:						
Building Code Consulting:						
Equipment						
Building Operations & Maintenance: Parking Control						
Phase I Environmental						
Contractor:			X			
Site Survey:						
Low Voltage Systems:						
Geotechnical / Soils:						
Information Technology:						
Parking:						
Traffic:						

All such consultants and contractors shall be mutually acceptable to the Owner and Architect.

Exhibit D

Architect's Key Personnel

Exhibit E

Architect's Consultants

Exhibit F

Hourly Rate Schedule

Exhibit G

CDOT Grant Agreement

EXHIBIT 2

CDOT Grant and CDOT Grant Agreement

[see attached]



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

**Re: Clean Transit Enterprise Fund - Transit Expansion Grant
Application and Documents**

Board Members,

The State of Colorado Clean Transit Enterprise (CTE) Senate Bill 230 grant application is due on September 19th (before your next Board Meeting). Therefore, I would like to request a motion to approve the application on the next pages of the packet.

This application is for two years' worth of expansion funding. We are also asked to submit our five-year implementation plan as part of the application. Our CTE allocation of funds is approximately \$450,000 in 2026 and approximately \$600,000 in the following years. These amounts will fluctuate based upon the oil and gas production fees that the State receives going forward. A 20% local match is required which is significantly less than the usual 50% match required for operating funds.

The CTE grants are designated for expanding service and the first part of the grant application is a Comprehensive Operational Analysis (COA) in which we need to describe our five-year vision. At the last Board Meeting, I was asked to find out how flexible the COA is and to determine whether or not we can change our plan in future years. I've learned that the answer is: the first two years are fairly firm but that we can easily amend our vision after 2027.

This is good news for us since our first year includes only vehicle purchases and our second year includes the purchase of a third vehicle and expansion of our service by using our current winter schedule as our year-round schedule. The major increase in service in our vision doesn't occur until 2028 and we have the ability to alter that plan when we submit our next application in 2027.

This CTE application asks for funding for three smaller (30 passenger) vehicles and for funding to increase our schedule to 41 round-trips (from 33) in spring, summer, and fall in 2027. Then, in 2028, we will plan to increase the winter service to 53 round-trips (from 41) which will result in 15-minute headways for our peak ridership times from approximately 6 am until 6 pm.

We would run the 30 passenger buses year-round on off-peak times and in winter during the 15-minute service periods – making sure that they never run one after the other.

The cost of the smaller vehicles is projected at approximately \$340k each which is substantially less than the cost of the larger MCI vehicles.

I am excited to submit this application and I look forward to our discussion on Friday.

Thank you,
Scott Truex
Executive Director



August 10, 2025

Scott Truex
Executive Director
Gunnison Valley Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Craig Secrest
Director, CDOT Clean Transit Enterprise (CTE)
2829 W. Howard Place
Denver, CO 80204

Dear Mr. Secrest,

On behalf of the Gunnison Valley Transportation Authority, I am pleased to submit a response to the SB230 Formula Program FY26 NOFA. Our Board of Directors has approved our submission and we are fully committed to working with the CTE to receive approval for a grant award. We have elected to submit under the Full COA approach and have included all applicable response materials in our submission packet. The contact information for our submission is as follows:

Entity Contact Person:

Name: Scott Truex
Title: Executive Director
Phone: 970-275-0111
Email: struex@gunnisonvalleyrta.org

Backup Contact Person:

Name: Matt Schwartz
Title: Board Chair
Phone: 970-275-9033
Email: mschwartz@cityofgunnison-co.gov

Our submission includes the following attachments:

- GVRTA Comprehensive Operational Analysis
- GVRTA Baseline Data
- Local Planning and Zoning Questionnaire
- 2024 GVRTA Capital and Operating Plan Executive Summary
- GVRTA fleet replacement plan
- Bus Cost Estimate
- Proposed 2027 spring/summer/fall bus schedule
- Proposed 2028 winter bus schedule
- GVRTA Board Letter of Support and commitment to local match

Sincerely,

Scott Truex,
Executive Director

Appendix B: COA Template
CTE SB230 Formula Grant Program FY26 NOFA
Comprehensive Operational Analysis (COA) Template

The statute (Section 43-4-1204, C.R.S.) that enables the Clean Transit Enterprise's (CTE) Local Transit Operations Program (a.k.a., SB230 Formula Program) requires that eligible transit entities submit an acceptable Comprehensive Operational Analysis (COA) to meet program eligibility requirements. The purpose of the COA is for eligible entities to describe how they will use the program's funding to expand transit service, increase transit frequency, improve system-wide transit connectivity, and make other investments to grow transit ridership, foster mode shift and support reduction of air pollution and GHG emissions. The CTE recognizes that eligible transit agencies throughout the state have a range of existing plan types with different names, horizons, etc. that can provide inputs for the COA. The CTE is striving to balance minimizing the burden on eligible transit entities while obtaining the information needed to make grant awards, facilitate accountability, and monitor program impacts. To this end, we have created this COA template and ask eligible transit entities to complete and submit it either with their NOFA response (Full COA Approach) or at a later date (Deferred COA Approach). The CTE has contracted with a transit planning consultant that is available upon request (at CTE's cost) to support COA development.

This COA template includes the following three elements:

1. **Entity Information** - Name of the entity and contact information for the NOFA response.
2. **5-Year Vision Plan** - A description of what an eligible entity plans to accomplish with funding from the SB230 Formula Program over the next five years. This should include overall program goals, specific types of programs, a high-level budget, and implementation phasing/timing.
3. **2-Year Implementation Plan** - A project implementation plan describing the project start and end dates and major milestones, broken out by capital, operating, and administration costs, for the expenditures your agency plans to use SB230 Formula Program funding for in each of FY26 and FY27. (Note: if an entity can only provide information for FY26, that is fine, but this may require additional contracting effort to get approval for using FY27 SB230 Formula Program funding).

In addition to the information requested in the above three elements, the eligible entity's COA can include any additional information to describe how the money would be used to expand transit service, increase transit frequency, improve system-wide transit connectivity, and meet the other purposes described in Section 43-2-1204(b), C.R.S.

Entity Information

Entity Name: Gunnison Valley Transportation Authority

Entity Contact Person:

Name: Scott Truex

Title: Executive Director

Phone: 970-275-0111

Email: struex@gunnisonvalleyrta.org

Backup Contact Person:

Name: Matt Schwartz

Title: Board Chair

Phone: 970-275-9033

Email: mschwartz@cityofgunnison-co.gov

5-Year Vision

Complete the following sections regarding your entity's 5-year plan for using SB230 Formula Program funding to expand transit services, increase ridership, and reduce GHG emissions.

Section 1: Briefly describe what your entity plans to accomplish with funding from the SB230 Formula Grant Program over the next five years. This should include span of service improvements (e.g., increase in services hours from X am - XX pm to X am - XX pm, frequency improvements (e.g. reductions in headways from XX minutes to XX minutes), and new geographic coverage (X new routes and/or X new miles served).

(Max 300 words)

The Gunnison Valley RTA plans to expand service by increasing frequency on our commuter bus route between Gunnison, Crested Butte, and Mt. Crested Butte. Our current service consists of approximately 30-minute headways in the spring, summer, and fall. In the winter, headways decrease to 15-minute service during peak times. We currently run 33 round-trips on the route in the spring, summer, and fall and 41 round-trips in the winter. 54% of our winter passengers and 65% of our summer passengers are commuting to or from work.

With the SB-230 funding, we intend to increase the spring, summer, and fall service to the current winter levels by eight round trips daily to 41 and increase winter service by 12 round-trips daily to 53. This proposed winter service level will provide approximately 15-minute headways during peak ridership times from 6:21 am until 5:45 pm with 30-minute headways before and after.

Fifteen-minute headways are the gold standard for transit service. They allow passengers to show up at the stop when they are ready to leave without having to check the bus schedule and know with certainty that a bus will be along shortly. This increases reliability and encourages more people to ride the bus more often.

In order to fully implement the new service, we will need to purchase three new vehicles. We are proposing to purchase 30 passenger ADA compliant buses. We have received pricing for Odyssey Terra Transit XL F550 motorcoaches and have included the costs in this COA.

The plan is to purchase two buses in 2026 and one in 2027. The operations will expand by increasing the spring, summer, and fall service from 33 to 41 round-trips in 2027 and then increasing the winter service from 41 to 53 round-trips in 2028.

When fully implemented, we will provide 33,100 one-way bus trips per year (up from 26,200 in 2025) which is a 26% increase. This expansion will add 239,000 additional service miles and is projected to increase ridership by 102,000 passengers over previous years.

Section 2: Briefly describe the planning efforts your entity took to develop the 5-year vision, to include assessment of existing conditions/services and need/demand for service, the use of service optimization plans and corridor plans, consideration of projects identified through participation in the CDOT Regional Transit Planning process, and analysis of year-over-year service data, ridership and other relevant data.

(Max 300 words)

The Gunnison Valley RTA recently updated its five-year operating and capital plan. We hired the consulting firm Fehr & Peers to create the plan and we spent the entirety of 2024 developing the plan with multiple community and passenger surveys along with community meetings, focus groups, and other events that provided opportunities for public engagement.

The community identified several service expansion projects and the summer 2024 survey asked people to identify their preferred project. Their number one priority was “Expand Service Hours in the Peak Seasons and Target Service Hours in the Off-Seasons”.

The survey also asked people to identify barriers to using the GVRTA system and their number one barrier was that “the bus takes significantly longer than driving” and their number three barrier was “the bus is too infrequent”.

GVRTA ridership has steadily increased since 2020 and surpassed pre-pandemic ridership in 2022.

Year Passenger Trips

2020	139,679	
2021	173,550	+24.2%
2022	249,945	+44.0% (surpassed pre-pandemic levels by 11.2%)
2023	327,692	+31.1%
2024	393,006	+12.0%

During the same time period, the GVRTA has also increased our service levels.

Year Revenue Hours Revenue Miles

2020	13,750	425,850	
2021	18,109	538,164	+26.4%
2022	19,297	601,591	+11.8%
2023	25,887	754,438	+25.4%
2024	29,789	859,128	+13.9%

By 2024 we had more than doubled revenue hours as compared with 2019 levels and each increase in service has led to a corresponding increase in ridership.

These planning efforts and the results of previous service expansions have helped us to form and develop our five-year vision to continue increasing service frequency in an attempt fulfill the transit needs of our community.

Section 3: Provide estimated benefits from SB230 Formula Program spending for Vehicle Revenue Miles (VRM), Unlinked Passenger Trips (UPT), and Vehicle Revenue Miles(VRM).

Calendar Year	Increased	Increased	Increased	Other Benefits
	VRM	UPT	VRH	
2026	0	0	0	Purchase of two vehicles to get ready for increased service
2027	129,400	56,000	4,300	Purchase third vehicle to be able to run additional service
				Begin expansion of spring/summer/fall service - reduced headways during peak times
2028	239,300	102,000	7,950	Begin expansion of winter service - reduced headways from 6:21 a.m. until 5:45 p.m.
2029	239,300	102,000	7,950	Continue running expanded service
2030	239,300	102,000	7,950	Continue running expanded service

Section 4: Provide a projected 5-year budget for achieving your entity's vision for SB230 Formula Program funding use and describe what funds will be spent on in the following table. Provide costs related to the calendar year in which the SB230 funds will be spent.

Fiscal Year	Type of		Local	Total	
	Cost	CTE (\$)	Match	Costs	Use of funds
2026	Cap	\$450,000	\$230,000	\$680,000	Purchase two vehicles
	Ops				
2027	Cap	\$284,000	\$ 71,000	\$355,000	Purchase third vehicle
	Ops	\$316,000	\$105,000	\$421,000	Increase spring/summer/fall schedule
2028	Cap				
	Ops	\$600,000	\$209,000	\$809,000	Increase winter schedule
2029	Cap				
	Ops	\$600,000	\$224,000	\$824,000	Continue running expanded service
2030	Cap				
	Ops	\$600,000	\$239,000	\$839,000	Continue running expanded service

2-Year Investment Plan

For each of FY26 and FY27, provide an implementation plan description of the project to be funded, to include vehicle purchases and operating expenditures.

Type of Project(s) (Check all that apply):

- ☐ Span of Service Improvements (e.g., longer service hours)
☒ Frequency Improvements (e.g., shorter headways)
☐ New Geographic Coverage (e.g., new routes or service zones)
☐ Other

New Vehicle Expenditures

Vehicle Type/Length	# of Vehicles	Estimated Cost	Total	Description (ambulatory seating capacity, wheelchair spaces, and fuel type)
1:2026 Odyssey XL550 (or similar)	2	\$340,000	\$ 680,000	30 passenger diesel with 2WC
2:2027 Odyssey XL550 (or similar)	1	\$355,000	\$ 355,000	30 passenger diesel with 2WC
Total			\$1,035,000	

Operating Expenditures

Identify anticipated operations costs that will be funded through SB230 Formula Grant proceeds (these costs must be directly tied to provision of net new transit services and/or ridership).

Cost Item	FY 2026			FY 2027		
	CTE \$s	Local Match	Total Costs	CTE \$s	Local Match	Total Costs
Operating	0	0	0	\$316,000	\$105,000	\$421,000

Appendix C: Baseline Data Template

All respondents must complete and submit this template with their NOFA response to qualify for the program (regardless of whether you are submitting under the full or deferred COA approaches). Please supply all information requested in this template for calendar years 2022, 2023 and 2024. Most of the information requested is consistent with what transit entities are already required to submit to the Federal Transit Administration's National Transit Database. Transit entities that did not have operations in one or more of these years should contact the CTE Director at cdot_cleantransitenterprise@state.co.us to determine an approach for satisfying the baseline data requirement.

Transit Entity Spending/Funding Data				
Category	2022	2023	2024	2025 (est)
Operations (by Mode)				
Fixed Route(s)	\$ 2,846,370	\$ 3,583,182	\$ 4,287,560	\$ 4,510,000
Demand Response	\$ 226,418	\$ 265,035	\$ 281,232	\$ 302,000
Operations (by Source)				
Local	\$ 2,715,925	\$ 3,605,599	\$ 4,209,280	\$ 4,445,000
State				
Federal	\$ 356,863	\$ 242,618	\$ 359,512	\$ 367,000
Capital (by Source)				
Local	\$ 1,260,565	\$ 3,355,747	\$ 1,176,460	\$ 870,000
State	\$ 2,136,439			\$ 30,000
Federal		\$ 1,460,000	\$ 1,176,460	

Transit Entity Service Data (annual)				
Category	2022	2023	2024	2025 (est)
Fixed Route(s)				
UPT	249,945	327,692	393,006	390,000
VRM	601,591	754,438	859,128	870,000
VRH	19,297	25,887	29,789	29,950
Demand Response				
UPT	10,206	11,300	12,321	12,000
VRM	33,478	40,221	37,916	37,000
VRH	4,044	4,407	5,064	5,000

Appendix D: Local Planning & Zoning Questionnaire

The guidance provided in statute for development of the SB230 Formula Program requires that “Local Zoning” be considered as a factor in the program’s apportionment formula. The CTE interpreted this guidance to mean the factor should assess the degree to which different transit agency service areas have transit-friendly zoning and planning policies and practices. Accordingly, the CTE established a 5-point scale for the local zoning factor and will convene a panel to score each agency based on responses to this questionnaire:

1. Have one or more jurisdictions in your agency’s service area complied (or begun efforts to comply) with the requirements of HB24-1313 **Not Applicable** If, yes, identify which jurisdictions and what they have done to date:

N/A

2. Describe any existing or planned areas that have a mix of residential and commercial uses, multiple housing types, walkable neighborhoods, and transit-connected neighborhoods in jurisdictions in your service area. These may particularly include any areas that are defined as "transit centers" or "neighborhood centers" as identified in HB24-1313 or SB24-174.

While not identified in HB24-1313 or SB24-174, the three municipalities in our district (Gunnison, Crested Butte, and Mt. Crested Butte) and the subdivision of CB South all have transit connected neighborhoods.

3. Does your agency participate in CDOT’s Transit Asset Management Program? **Yes**
4. Describe any agency medium-term or long-term transit expansion plans:

Our Five-Year 2024 Strategic Operating and Capital Plan includes several goals, one of which is expanding service to fifteen-minute frequencies during peak times.

5. Does your agency have or is it developing a zero-emission transit vehicle transition plan? **No** If, yes, description:

No

6. Describe any other local zoning or planning activities going on in your service area that support transit use and/or system expansion?

The GVRTA is participating in Gunnison County’s “Gunnison to Mt. Crested Butte Corridor Plan and Transportation Demand Management Study” which will build upon our 2024 Operating and Capital Plan and help to inform future decisions regarding expansion of transit in the valley.



EXECUTIVE SUMMARY

WHAT IS THE PLAN?

The 2024 GVRTA Commuter Bus Service Strategic Operating and Capital Plan is a dynamic plan that looks at the commuter bus service for the next 5 years. The plan advances GVRTA's commuter bus service goal to "provide a long term and energy efficient public transit system between the north and south ends of the Highway 135 corridor".

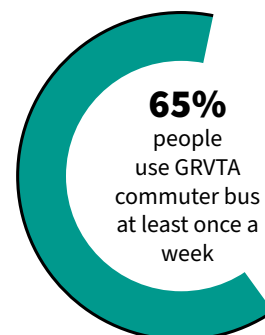
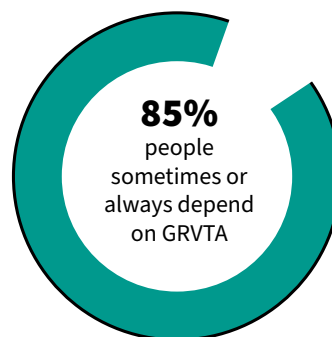
Since the plan was developed, the following items have occurred that may affect the prioritization and implementation of projects outlined in the plan:

- The Whetstone housing project has progressed.
- The Starview subdivision has headed towards sketch plan.
- The three roundabouts have been funded on Highway 135.
- GVRTA purchased the land for the enhanced bus stop and are moving towards a design.
- Mountain Express has begun their planning process.
- GVRTA has approved sharing in a local match for a second daily trip on the Denver/CB Bustang Outrider route.

WHY WAS THIS PLAN DEVELOPED?

GVRTA ridership has grown by **186%** from 2015 through 2023.

639 survey responses in addition to other outreach events and stakeholder interviews.



HOW IS GVRTA FUNDED?

- 1% sales tax within the GVRTA service area
- Federal and state funding typically cover:
 - 8% to 12% of operating expenses
 - 80% of capital expenses

GVRTA has been successful in pursuing and receiving federal and state funding. This funding is essential to operating and improving GVRTA's services. Any changes in federal and state funding can impact GVRTA's services and capital improvements.

PROJECTS

Projects were developed as a result of the planning process and community outreach. All projects meet the goal of GVRTA and help meet the needs of the growing community.



Top Priority – These projects advance the GVRTA goals and align with the needs of the community. They are considered a top priority for the GVRTA.

Secondary Priority – These projects provide secondary support to the top priority projects and existing GVRTA service, or they have a longer implementation timeline.

Service Expansion and Improvement Projects

Service expansion and improvement projects aim to improve the direct operations of the transit system.

	Adjust Seasonal Schedules for Expanded Service Hours in the Peak Seasons	Winter and summer seasons add two evening runs. Continuous 15-minute frequencies during the peak three hours in the morning and evening in the winter.
	Enhance Marketing Efforts	Upgrade the website to be easier to navigate and the schedule easier to read, create an educational brochure to distribute to community leaders, partners, and organizations, and continue collaborative relationship with data vendors for an improved rider app experience.

Organizational and Internal Projects

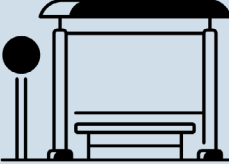


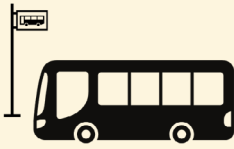
Organizational and internal projects are projects that will not directly impact riders but will improve the operations of GVRTA processes.

	Establish a Long-Term Vision	A long-term visioning plan involves various community stakeholders, looks toward the future, and recommends projects that may not be feasible within the near term but could be feasible in the future with the projected growth of both Gunnison Valley and GVRTA. This potentially includes reevaluating the vision, mission, and structure of the RTA to best serve the Gunnison Valley.
	Minor Routing Changes in Gunnison	Currently, the bus route through Gunnison includes a left turn from Teller Street to Georgia Avenue before turning right onto Colorado Street. This left turn can be difficult to make due to the narrow street configuration. GVRTA should consider making the left turn one block earlier at the wider Virginia Avenue.



Capital Projects

Capital projects include the physical infrastructure that would be needed to support the service expansion and improvement projects.

	Finish Upgrading Bus Stops	Three bus stops need to be upgraded with new shelters, lighting, and ADA access. The stops include the Gunnison Rec Center, 11th & Virginia, and Southbound Crested Butte 4-Way.
	Design and Construct and Enhanced Bus Stop and GVRTA Offices/Dispatch in Gunnison	Design and construct a 1,200 square foot enhanced bus stop with GVRTA offices and a dispatch office on the recently bought lot near the existing Safeway stop. Key amenities the site will include are a passenger waiting area, restrooms, room for three buses to stop, a dispatch office, a GVRTA staff office, and staff/rider parking spaces.
	Provide more Park-and-Ride Locations	Providing more park-and-ride locations will help increase the accessibility of GVRTA services for those who do not live close to an existing bus stop. Per input from municipal partners, park-and-rides also have the benefit of being lower cost as a first/last mile solution than providing a local transit service (such as the originally proposed microtransit services).
	Install Bus stop Near Property Owners Association (POA) at Crested Butte South	An additional flag stop at Teocalli Road and Elcho Avenue, which is two blocks from the Crested Butte (CB) South business district, is planned to be installed in 2029. With projected development in CB South, it will be important to provide direct and convenient access to the regional transit provider.

Essential Projects

The essential projects listed below are needed for GVRTA to continue providing service.

- Replace the bus fleet per the bus fleet replacement plan.
- Identify requirements for future contracted operations.
- Incorporate the north valley bus storage facility into operations.
- Coordinate with other regional planning efforts.

Coordinated Projects

Coordinated projects are transportation-related projects that GVRTA would be a key partner but would not lead nor fund. These projects were identified by the community as important projects, but they do not fall within GVRTA's purview. These projects should be explored in depth in the long term vision for GVRTA and the surrounding communities.

- Coordinate with Mountain Express and Bustang.
- Establish a circulator route in Gunnison.
- Establish a circulator route in Crested Butte South.
- Establish micromobility services for first/last mile connections.
- Establish Brush Creek first/last mile connections.



GVRTA Fleet Replacement Schedule with CTE Expansion of Service

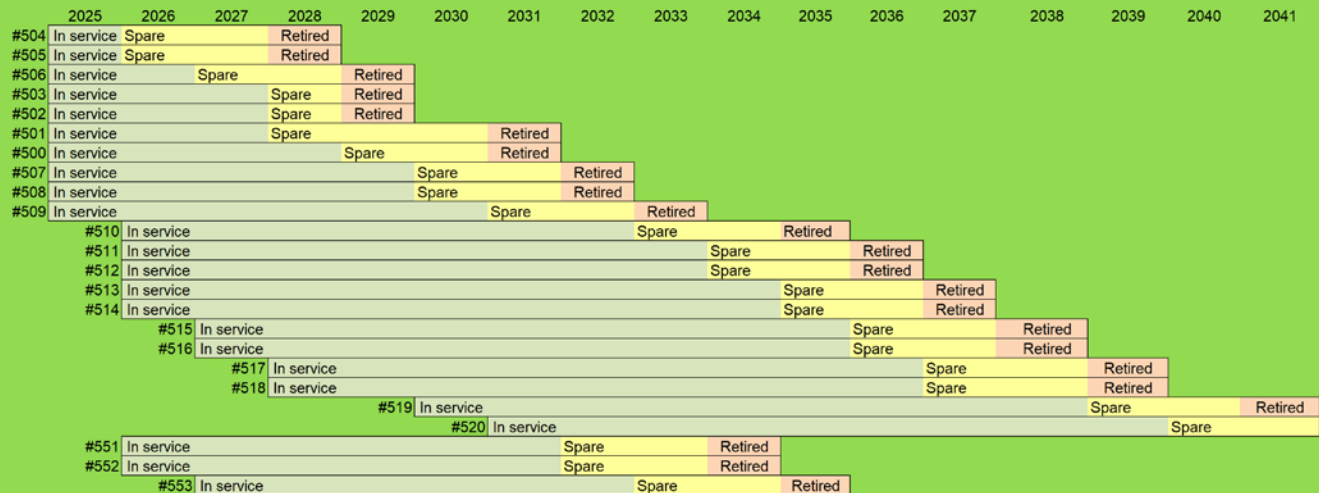
Larger MCI Commuter Coach Fleet (57 Passenger)

Bus Number	Fuel	Year Purchased	Funding Source	7/1/2025 Current Mileage	Year transferred to spare fleet	Projected mileage at transfer	Retirement Year	Projected mileage at retirement
Current fleet								
504	Deisel	2017	5311	689,128	2026	734,000	2028	754,000
505	Deisel	2017	Local	648,886	2026	694,000	2028	714,000
506	CNG	2017	Local/DOLA	533,616	2027	651,000	2029	671,000
503	CNG	2018	5339	505,405	2028	684,000	2029	694,000
502	CNG	2019	State	510,946	2028	690,000	2029	700,000
501	CNG	2019	5339	528,698	2028	708,000	2031	738,000
500	CNG	2020	5339/VW	388,731	2029	638,000	2031	658,000
507	CNG	2021	State	322,645	2030	644,000	2032	674,000
508	CNG	2023	5339	207,762	2030	680,000	2032	710,000
509	CNG	2023	5339	212,524	2031	680,000	2033	710,000
Awaiting delivery								
510	Deisel	2025	Local	-	2033	680,000	2035	710,000
511	Deisel	2026	5339	-	2034	680,000	2036	710,000
512	Deisel	2026	5339	-	2034	680,000	2036	710,000
513	Deisel	2026	5339	-	2035	680,000	2037	710,000
514	Deisel	2026	5339	-	2035	680,000	2037	710,000
Future projected purchases								
515	Deisel	2027	TBD	-	2036	680,000	2038	710,000
516	Deisel	2027	TBD	-	2036	680,000	2038	710,000
517	TBD	2028	TBD	-	2037	680,000	2039	710,000
518	TBD	2028	TBD	-	2037	680,000	2039	710,000
519	TBD	2030	TBD	-	2039	680,000	2041	710,000
520	TBD	2031	TBD	-	2040	680,000	2042	710,000

Smaller Cutaway Fleet (approx. 30 Passenger)

Bus Number	Fuel	Year Purchased	Funding Source	Current Mileage	Year transferred to spare fleet	Projected mileage at transfer	Retirement Year	Projected mileage at retirement
Future purchases								
551	Deisel	2026	CTE	-	2032	416,000	2034	446,000
552	Deisel	2026	CTE	-	2032	415,000	2034	445,000
553	Deisel	2027	CTE	-	2033	425,000	2035	455,000

Fleet Replacement Schedule





Gunnison Valley RTA - DRAFT Five-Year Financial Plan - SUMMARIZED 7/23/25

With Clean Transit Enterprise (CTE) Expansion of Service

Gunnison Valley Transportation Authority DRAFT Five-Year Financial Plan	2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Sales Tax Revenues	\$ 6,289,000	\$ 6,328,600	\$ 6,518,000	\$ 6,714,000	\$ 6,915,000	\$ 7,122,000	\$ 7,336,000
Transfers							
Sales Tax to General Fund	\$ 4,593,000	\$ 4,807,600	\$ 4,409,000	\$ 4,591,000	\$ 4,778,000	\$ 5,570,000	\$ 5,769,000
Sales Tax to Capital Reserve Fund	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 900,000	\$ 900,000	\$ 300,000	\$ 300,000
Sales Tax to Air Command Fund	\$ 750,000	\$ 575,000	\$ 650,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
Sales Tax to Senior Transportation Fund	\$ 446,000	\$ 446,000	\$ 459,000	\$ 473,000	\$ 487,000	\$ 502,000	\$ 517,000
Total Transfers	\$ 6,289,000	\$ 6,328,600	\$ 6,518,000	\$ 6,714,000	\$ 6,915,000	\$ 7,122,000	\$ 7,336,000

Notes on sales tax revenues and transfers:

Sales tax is projected to increase 3% per year

Transfers to the Capital Reserve Fund are as needed to provide local match for bus grants and capital projects

Transfers to the Air Command Fund are set at \$750,000 per year beginning in 2027

Transfers to the Senior Transportation Fund set at \$459,000 in 2026 and increased by 3% per year

Transfers to the General Fund are the remainder of sales tax revenues after other transfers

GVRTA - General Fund DRAFT Five-Year Financial Plan	2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Beginning General Fund Balance	\$ 2,209,167	\$ 2,423,691	\$ 2,781,623	\$ 2,383,123	\$ 1,946,223	\$ 1,465,723	\$ 1,635,723
Revenues:							
Sales Tax Revenues	\$ 4,593,000	\$ 4,807,600	\$ 4,409,000	\$ 4,591,000	\$ 4,778,000	\$ 5,570,000	\$ 5,769,000
Other Revenues	\$ 189,600	\$ 282,100	\$ 239,200	\$ 240,200	\$ 241,200	\$ 242,200	\$ 243,200
CTE - A&O CTE Expansion Grant for operations	\$ -	\$ -	\$ -	\$ 316,000	\$ 600,000	\$ 600,000	\$ 600,000
5311 A & O FTA 5311 Admin. & Operating Grant	\$ 367,000	\$ 367,008	\$ 378,000	\$ 389,300	\$ 401,000	\$ 413,000	\$ 425,400
Total Revenues	\$ 5,149,600	\$ 5,456,708	\$ 5,026,200	\$ 5,536,500	\$ 6,020,200	\$ 6,825,200	\$ 7,037,600
Expenditures:							
Admin, contracts and misc. operating	\$ 784,176	\$ 795,176	\$ 806,700	\$ 828,400	\$ 861,700	\$ 892,200	\$ 926,600
Current Operating Fuel	\$ 520,000	\$ 490,000	\$ 545,000	\$ 550,000	\$ 550,000	\$ 551,000	\$ 546,000
Current Operating Repair & Maintenance - Vehicles	\$ 640,000	\$ 640,000	\$ 673,000	\$ 673,000	\$ 673,000	\$ 673,000	\$ 673,000
Current Operating Purchased Transportation Services	\$ 3,200,000	\$ 3,200,000	\$ 3,400,000	\$ 3,501,000	\$ 3,607,000	\$ 3,715,000	\$ 3,827,000
CTE Expansion Costs Fuel				\$ 78,000	\$ 144,000	\$ 144,000	\$ 144,000
CTE Expansion Costs Repair & Maintenance - Vehicles				\$ 95,000	\$ 177,000	\$ 177,000	\$ 177,000
CTE Expansion Costs Purchased Transportation Services				\$ 248,000	\$ 488,000	\$ 503,000	\$ 518,000
Total Expenditures	\$ 5,144,176	\$ 5,125,176	\$ 5,424,700	\$ 5,973,400	\$ 6,500,700	\$ 6,655,200	\$ 6,811,600
Ending General Fund Balance	\$ 2,214,591	\$ 2,755,223	\$ 2,383,123	\$ 1,946,223	\$ 1,465,723	\$ 1,635,723	\$ 1,861,723

Notes on the General Fund:

Sales tax equals total sales tax revenues less transfers to other funds

5311 A&O grant is projected to grow slightly over the period

5311 A&O grant activities are the expenses eligible to be included in applications for grant contracts with CDOT

Bus service is planned at 41 round-trips in the winter and 33 in the spring, summer, and fall in 2025 and 2026

- service expands to 41 round-trips year round in 2027

- service expands to 53 trips in winter and 41 round trips in spring, summer, and fall in 2028

Contract with Destination Systems increases based upon CPI and is projected at 3% per year

Fuel costs increase at 3% per year

Other items are either flat or increase nominally

\$ 421,000 \$ 809,000 \$ 824,000 \$ 839,000

GVRTA Capital Reserve Fund DRAFT Five-Year Financial Plan	2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Beginning Fund Balance	\$ 727,970	\$ 728,893	\$ 351,350	\$ 5,001	\$ 216,281	\$ 237,541	\$ 342,481
Revenues:							
State and Federal Capital Grants	\$ 2,516,108	\$ 100,000	\$ 3,801,574	\$ 1,470,880	\$ 1,514,960	\$ 780,240	\$ 803,680
CTE Grants for capital	\$ -	\$ -	\$ 450,000	\$ 284,000	\$ -	\$ -	\$ -
Sales Tax Revenues	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 900,000	\$ 900,000	\$ 300,000	\$ 300,000
Capital Fund Revenues	\$ 3,016,108	\$ 600,000	\$ 5,251,574	\$ 2,654,880	\$ 2,414,960	\$ 1,080,240	\$ 1,103,680
Expenditures:							
Bus Purchases - 5339(a) grants	\$ 1,783,667	\$ 5,000	\$ 1,758,962	\$ 1,838,600	\$ 1,893,700	\$ 975,300	\$ 1,004,600
Bus Purchases - 5339(b) grants	\$ -	\$ -	\$ 1,758,962	\$ -	\$ -	\$ -	\$ -
Bus Purchases (small buses) - CTE grants	\$ -	\$ -	\$ 680,000	\$ 355,000	\$ -	\$ -	\$ -
Bus Purchases (local)	\$ 891,833	\$ 870,412	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Purchases / Design / Construction	\$ 1,000,000	\$ 100,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -
Housing / Land Purchase	\$ -	\$ 2,131	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Improvements	\$ -	\$ -	\$ -	\$ 250,000	\$ 500,000	\$ -	\$ -
Capital Fund Expenditures	\$ 3,675,500	\$ 977,543	\$ 5,597,923	\$ 2,443,600	\$ 2,393,700	\$ 975,300	\$ 1,004,600
Ending Fund Balance	\$ 68,578	\$ 351,350	\$ 5,001	\$ 216,281	\$ 237,541	\$ 342,481	\$ 441,561

Notes on the Capital Reserve Fund:

Transfers to the Capital Reserve Fund are as needed to provide local match for bus grants and capital projects

Improvements include:

2025 - Purchase new bus with local funds	\$ 870,412	(Ordered... local funds... expected delivery 12/25)
2025 - Design of Gunnison transit facility (with state grant)	\$ 100,000	(Awaiting scope of work and grant contract)
2026 - Purchase of two large buses with Section 5339(a) Grant (awarded)	\$ 1,758,962	(Ordered ... Grant contract executed... expected delivery 1/26)
2026 - Purchase of two large buses with Section 5339(b) Grant (awarded)	\$ 1,758,962	(Ordered ... Grant contract executed... expected delivery 3/26)
2026 - Construction of Gunnison transit facility at Safeway Lot w/ state grant	\$ 1,400,000	(Awaiting scope of work and grant contract)
2026 - Purchase two small buses with CTE grant funding	\$ 680,000	(Will submit application 8/25, then awaiting grant contract)
2027 - Upgrade Rec Center and Virginia bus stops	\$ 100,000	(Local funding)
2027 - Construction of additional flag bus stop at POA in CB South	\$ 150,000	(Local funding)
2027 - Purchase two large buses* - dependent upon receiving a grant award of	\$ 1,470,880	
2027 - Purchase one small bus with CTE grant funding	\$ 355,000	
2028 - Construction of Park & Ride - Brush Creek	\$ 500,000	(Local funding)
2028 - Purchase two large buses* - dependent upon receiving a grant award of	\$ 1,514,960	
2029 - Purchase one large bus* - dependent upon receiving a grant award of	\$ 780,240	
2030 - Purchase one large bus* - dependent upon receiving a grant award of	\$ 803,680	

* Small buses could be substituted for any of these large buses if necessary or desired.

GVRTA Air Command Fund DRAFT Five-Year Financial Plan		2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Beginning Fund Balance		\$ 1,980,944	\$ 1,981,155	\$ 1,994,257	\$ 1,966,901	\$ 2,077,901	\$ 2,203,901	\$ 2,124,901
Revenues:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sales Tax Revenues	\$ 750,000	\$ 575,000	\$ 650,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
	SCASD Grant (\$600k received by county spread over 2027-28)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RTA Air Command Fund Revenues		\$ 750,000	\$ 575,000	\$ 650,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
Expenditures:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Airline Guarantees - Winter IAH	\$ 582,206	\$ 405,898	\$ 204,352	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Professional Services - Tomcich Travel & RRC	\$ 106,000	\$ 106,000	\$ 111,000	\$ 115,000	\$ 120,000	\$ 125,000	\$ 130,000
	Contract with Airport for Airline Mechanic	\$ 50,000	\$ 50,000	\$ 54,000	\$ 54,000	\$ 54,000	\$ 54,000	\$ 54,000
	Airline Guarantees - ORD (50% by county in 2026, 27 & 87)	\$ -	\$ -	\$ 308,004	\$ 220,000	\$ 200,000	\$ 400,000	\$ 400,000
RTA Air Command Fund Expenditures		\$ 738,206	\$ 561,898	\$ 677,356	\$ 639,000	\$ 624,000	\$ 829,000	\$ 834,000
Ending Fund Balance		\$ 1,992,738	\$ 1,994,257	\$ 1,966,901	\$ 2,077,901	\$ 2,203,901	\$ 2,124,901	\$ 2,040,901

Notes on the Air Command Fund:

Transfers to the Air Command Fund are set at \$750,000 per year beginning in 2027
Houston Winter MRG expenditures are set at \$250,000 each year
SCASD grant MRG expenditures for new Chicago service assume the start of the program in 2026 with the grant being use up by the end of 2028
The Air Command Fund Balance could increase beyond projections (assuming full MRG payments are not necessary)
Increased Fund Balances can be used to expand to other markets in the future
The Air Command will continue to make recommendations regarding future contracts
The Air Command fund is very difficult to plan out this far

GVRTA Senior Transportation Fund DRAFT Five-Year Financial Plan		2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Beginning Fund Balance		\$ 356,611	\$ 397,246	\$ 401,246	\$ 427,246	\$ 454,246	\$ 342,246	\$ 371,246
Revenues:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sales Tax Revenues	\$ 446,000	\$ 446,000	\$ 459,000	\$ 473,000	\$ 487,000	\$ 502,000	\$ 517,000
Senior Transportation Fund Revenues		\$ 446,000	\$ 446,000	\$ 459,000	\$ 473,000	\$ 487,000	\$ 502,000	\$ 517,000
Expenditures:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Capital Expenses	\$ -	\$ 22,000	\$ -	\$ -	\$ 140,000	\$ -	\$ -
	Contracted Services	\$ 420,000	\$ 420,000	\$ 433,000	\$ 446,000	\$ 459,000	\$ 473,000	\$ 487,000
Senior Transportation Fund Expenditures		\$ 420,000	\$ 442,000	\$ 433,000	\$ 446,000	\$ 599,000	\$ 473,000	\$ 487,000
Ending Fund Balance		\$ 382,611	\$ 401,246	\$ 427,246	\$ 454,246	\$ 342,246	\$ 371,246	\$ 401,246

Notes on the Senior Transportation Fund:

Transfers to the Senior Transportation Fund set at \$459,000 in 2026 and increased by 3% per year
Contracted expenses increase by 3% per year
Capital expense includes Gunnison bus/van purchases in 2028

RTA Total Revenues and Expenditures DRAFT Five-Year Financial Plan		2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Beginning Fund Balance		\$ 5,274,692	\$ 5,530,985	\$ 5,528,476	\$ 4,782,271	\$ 4,694,651	\$ 4,249,411	\$ 4,474,351
Revenues:		\$ 9,361,708	\$ 7,077,708	\$ 11,386,774	\$ 9,414,380	\$ 9,672,160	\$ 9,157,440	\$ 9,408,280
Expenditures:		\$ 9,977,882	\$ 7,106,617	\$ 12,132,979	\$ 9,502,000	\$ 10,117,400	\$ 8,932,500	\$ 9,137,200
Ending Fund Balance		\$ 4,658,518	\$ 5,502,076	\$ 4,782,271	\$ 4,694,651	\$ 4,249,411	\$ 4,474,351	\$ 4,745,431

RTA Summary of all Funds DRAFT Five-Year Financial Plan		2025 Budget	2025 Projected	2026 Budget	2027 Planned	2028 Planned	2029 Planned	2030 Planned
Fund Balances - Year End								
General Fund Balance		\$ 2,214,591	\$ 2,755,223	\$ 2,383,123	\$ 1,946,223	\$ 1,465,723	\$ 1,635,723	\$ 1,861,723
Capital Reserve Fund Balance		\$ 68,578	\$ 351,350	\$ 5,001	\$ 216,281	\$ 237,541	\$ 342,481	\$ 441,561
Air Command Fund Balance		\$ 1,992,738	\$ 1,994,257	\$ 1,966,901	\$ 2,077,901	\$ 2,203,901	\$ 2,124,901	\$ 2,040,901
Senior Transportation Fund Balance		\$ 382,611	\$ 401,246	\$ 427,246	\$ 454,246	\$ 342,246	\$ 371,246	\$ 401,246
Total Fund Balance		\$ 4,658,518	\$ 5,502,076	\$ 4,782,271	\$ 4,694,651	\$ 4,249,411	\$ 4,474,351	\$ 4,745,431

Notes on fund balances:

The Senior Transportation Fund must be kept whole
- Additional funds may be allocated to the Senior Transportation Fund, but transfers out of the Senior Transportation Fund are not allowed per the ballot language
The Board of Directors may transfer funds between the other funds
The Board of Directors has adopted a fund balance policy that includes a guideline that 40% of annual sales tax revenue should be kept in an unrestricted fund
Projected sales tax revenue in 2026 requires that we maintain a total unrestricted fund balance of: \$ 2,607,200
Total unrestricted fund balance at end of 2026 is budgeted to be: \$ 4,355,025



August 10, 2025

Scott Truex
Executive Director
Gunnison Valley Transportation Authority
PO Box 1911
Crested Butte, CO 81224

Craig Secrest
Director, CDOT Clean Transit Enterprise (CTE)
2829 W. Howard Place
Denver, CO 80204

Dear Mr. Secrest,

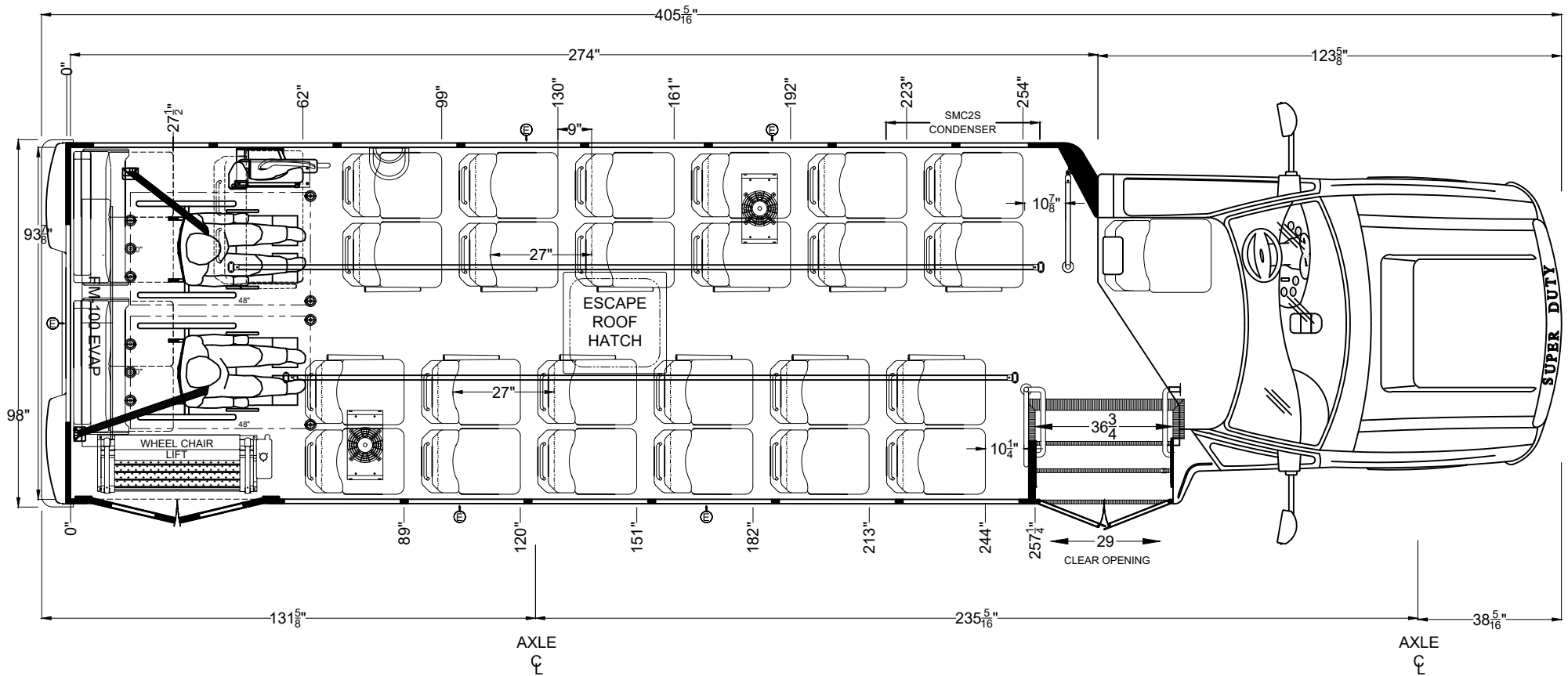
In lieu of a full Independent Cost Estimate for the vehicles we plan to purchase for this expansion of service, I received a price from Davey Coach for a 30 passenger Terra Transit XL that they had just ordered for another client. The estimated price for the Ford F550 chassis with 2 wheelchair positions and with a diesel engine was \$296,000.

We then added our modifications to make the coach usable on our route as follows:

Base price:	\$296,000
Surveillance System	\$ 13,000
Automatic Chains	\$ 8,000
Graphics:	\$ 5,000
Bike Racks:	<u>\$ 4,000</u>
Total Cost:	\$326,000 (2025 dollars)
CPI Increase (3% - 1.5 yrs.)	<u>\$ 14,000</u>
Total with delivery in late 2026	\$340,000

Sincerely,

Scott Truex,
Executive Director



NOTES

FILE NAME: 211213-S1_FD29_RLD_24 FW SEATS_1 DBL FOLD_2 DBL FLIPS_2 WC (501153)

CONTACT TURTLE TOP AT 800-269-2105 FOR AVAILABILITY OF THIS FLOOR LAYOUT IF DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE: 1/19/2022

DS - 7.125 / 31 / 2 / 2-3-4-5-6-7 / 2 / 18.375 / 9 / 9.5
PS - 5 / 49 / 4 / 31 / 2 / 2-3-4-5-6 / 4.25 / 16.75

☒ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY
W/ WHEEL WELLS

"THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF TURTLE TOP AND SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER WITHOUT OUR WRITTEN CONSENT"

DRAFTSMAN NOTES:

SCENIC VIEW WINDOW OVER CAB- 8.5 X 57"
REV A- MOVE REAR HEATER TO CS PER DEALER REQUEST/SLS-10.6.22

TURTLE TOP BODY MODEL:

TERRA TRANSIT XL

OVER ALL LENGTH:

33' 8.5"

CHASSIS MAKE:

FORD F550

ORDER NUMBER:

ORDER 125

DRAFTSMAN: SLS
REVISION: A

SCALE: DNS

DIMENSIONING TOLERANCE = +/- .3"

FLOOR LENGTH: 274"

CHASSIS FUEL TYPE: 7.3 L GAS

CHASSIS GVWR: 19,500 lbs.

DRAWING NUMBER: 502304- 502306



TURTLE TOP
"To furnish the customer the best mid-sized bus in the industry in both quality of material and workmanship."

Spring/Summer/Fall Schedule – Northbound

Expanded with CTE funding

Starting Spring, 2027

NORTHBOUND																	
Gunnison to Mt. Crested Butte																	
Departs	Gunnison	Gunnison	11th	Safeway	Teller	Western	Denver	Spencer	Tall	Ohio	Almont	CB South	Riverland	Brush		Arrives	Arrives
Gunnison	County	Community	&	(Pine &	&	(Colorado	&	&	Texan	Creek	(flag stop)	(Red Mt.	(flag stop)	(flag stop)	(flag stop)	Crested	Mt. CB
Center	Library	Schools	Virginia	Hwy 50)	Hwy 50	& Ohio)	Hwy 135	Hwy 135	(flag stop)	(flag stop)	(flag stop)	Park)	(flag stop)	(flag stop)	(flag stop)	4-Way	Transit
5:21 AM	5:24 AM	5:25 AM	5:27 AM	5:29 AM	5:32 AM	5:34 AM	5:38 AM	5:40 AM	5:42 AM	5:43 AM	5:50 AM	6:06 AM	6:12 AM	6:13 AM	6:14 AM	6:19 AM	6:27 AM
5:51 AM	5:54 AM	5:55 AM	5:57 AM	5:59 AM	6:02 AM	6:04 AM	6:08 AM	6:10 AM	6:12 AM	6:13 AM	6:20 AM	6:36 AM	6:42 AM	6:43 AM	6:44 AM	6:49 AM	6:57 AM
6:21 AM	6:24 AM	6:25 AM	6:27 AM	6:29 AM	6:32 AM	6:34 AM	6:38 AM	6:40 AM	6:42 AM	6:43 AM	6:50 AM	7:06 AM	7:12 AM	7:13 AM	7:14 AM	7:19 AM	7:27 AM
6:36 AM	6:39 AM	6:40 AM	6:42 AM	6:44 AM	6:47 AM	6:49 AM	6:53 AM	6:55 AM	6:57 AM	6:58 AM	7:05 AM	7:21 AM	7:27 AM	7:28 AM	7:29 AM	7:34 AM	7:42 AM
6:51 AM	6:54 AM	6:55 AM	6:57 AM	6:59 AM	7:02 AM	7:04 AM	7:08 AM	7:10 AM	7:12 AM	7:13 AM	7:20 AM	7:36 AM	7:42 AM	7:43 AM	7:44 AM	7:49 AM	7:57 AM
7:06 AM	7:09 AM	7:10 AM	7:12 AM	7:14 AM	7:17 AM	7:19 AM	7:23 AM	7:25 AM	7:27 AM	7:28 AM	7:35 AM	7:51 AM	7:57 AM	7:58 AM	7:59 AM	8:04 AM	8:12 AM
7:26 AM	7:29 AM	7:30 AM	7:32 AM	7:34 AM	7:37 AM	7:39 AM	7:43 AM	7:45 AM	7:47 AM	7:48 AM	7:55 AM	8:11 AM	8:17 AM	8:18 AM	8:19 AM	8:24 AM	8:32 AM
7:56 AM	7:59 AM	8:00 AM	8:02 AM	8:04 AM	8:07 AM	8:09 AM	8:13 AM	8:15 AM	8:17 AM	8:18 AM	8:25 AM	8:41 AM	8:47 AM	8:48 AM	8:49 AM	8:54 AM	9:02 AM
8:26 AM	8:29 AM	8:30 AM	8:32 AM	8:34 AM	8:37 AM	8:39 AM	8:43 AM	8:45 AM	8:47 AM	8:48 AM	8:55 AM	9:11 AM	9:17 AM	9:18 AM	9:19 AM	9:24 AM	9:32 AM
8:41 AM	8:44 AM	8:45 AM	8:47 AM	8:49 AM	8:52 AM	8:54 AM	8:58 AM	9:00 AM	9:02 AM	9:03 AM	9:10 AM	9:26 AM	9:32 AM	9:33 AM	9:34 AM	9:39 AM	9:47 AM
8:56 AM	8:59 AM	9:00 AM	9:02 AM	9:04 AM	9:07 AM	9:09 AM	9:13 AM	9:15 AM	9:17 AM	9:18 AM	9:25 AM	9:41 AM	9:47 AM	9:48 AM	9:49 AM	9:54 AM	10:02 AM
9:11 AM	9:14 AM	9:15 AM	9:17 AM	9:19 AM	9:22 AM	9:24 AM	9:28 AM	9:30 AM	9:32 AM	9:33 AM	9:40 AM	9:56 AM	10:02 AM	10:03 AM	10:04 AM	10:09 AM	10:17 AM
9:31 AM	9:34 AM	9:35 AM	9:37 AM	9:39 AM	9:42 AM	9:44 AM	9:48 AM	9:50 AM	9:52 AM	9:53 AM	10:00 AM	10:16 AM	10:22 AM	10:23 AM	10:24 AM	10:29 AM	10:37 AM
10:01 AM	10:04 AM	10:05 AM	10:07 AM	10:09 AM	10:12 AM	10:14 AM	10:18 AM	10:20 AM	10:22 AM	10:23 AM	10:30 AM	10:46 AM	10:52 AM	10:53 AM	10:54 AM	10:59 AM	11:07 AM
10:31 AM	10:34 AM	10:35 AM	10:37 AM	10:39 AM	10:42 AM	10:44 AM	10:48 AM	10:50 AM	10:52 AM	10:53 AM	11:00 AM	11:16 AM	11:22 AM	11:23 AM	11:24 AM	11:29 AM	11:37 AM
11:01 AM	11:04 AM	11:05 AM	11:07 AM	11:09 AM	11:12 AM	11:14 AM	11:18 AM	11:20 AM	11:22 AM	11:23 AM	11:30 AM	11:46 AM	11:52 AM	11:53 AM	11:54 AM	11:59 AM	12:07 PM
11:36 AM	11:39 AM	11:40 AM	11:42 AM	11:44 AM	11:47 AM	11:49 AM	11:53 AM	11:55 AM	11:57 AM	11:58 AM	12:05 PM	12:21 PM	12:27 PM	12:28 PM	12:29 PM	12:34 PM	12:42 PM
12:06 PM	12:09 PM	12:10 PM	12:12 PM	12:14 PM	12:17 PM	12:19 PM	12:23 PM	12:25 PM	12:27 PM	12:28 PM	12:35 PM	12:51 PM	12:57 PM	12:58 PM	12:59 PM	1:04 PM	1:12 PM
12:36 PM	12:39 PM	12:40 PM	12:42 PM	12:44 PM	12:47 PM	12:49 PM	12:53 PM	12:55 PM	12:57 PM	12:58 PM	1:05 PM	1:21 PM	1:27 PM	1:28 PM	1:29 PM	1:34 PM	1:42 PM
12:51 PM	12:54 PM	12:55 PM	12:57 PM	12:59 PM	1:02 PM	1:04 PM	1:08 PM	1:10 PM	1:12 PM	1:13 PM	1:20 PM	1:36 PM	1:42 PM	1:43 PM	1:44 PM	1:49 PM	1:57 PM
1:21 PM	1:24 PM	1:25 PM	1:27 PM	1:29 PM	1:32 PM	1:34 PM	1:38 PM	1:40 PM	1:42 PM	1:43 PM	1:50 PM	2:06 PM	2:12 PM	2:13 PM	2:14 PM	2:19 PM	2:27 PM
1:41 PM	1:44 PM	1:45 PM	1:47 PM	1:49 PM	1:52 PM	1:54 PM	1:58 PM	2:00 PM	2:02 PM	2:03 PM	2:10 PM	2:26 PM	2:32 PM	2:33 PM	2:34 PM	2:39 PM	2:47 PM
2:11 PM	2:14 PM	2:15 PM	2:17 PM	2:19 PM	2:22 PM	2:24 PM	2:28 PM	2:30 PM	2:32 PM	2:33 PM	2:40 PM	2:56 PM	3:02 PM	3:03 PM	3:04 PM	3:09 PM	3:17 PM
2:26 PM	2:29 PM	2:30 PM	2:32 PM	2:34 PM	2:37 PM	2:39 PM	2:43 PM	2:45 PM	2:47 PM	2:48 PM	2:55 PM	3:11 PM	3:17 PM	3:18 PM	3:19 PM	3:24 PM	3:32 PM
2:56 PM	2:59 PM	3:00 PM	3:02 PM	3:04 PM	3:07 PM	3:09 PM	3:13 PM	3:15 PM	3:17 PM	3:18 PM	3:25 PM	3:41 PM	3:47 PM	3:48 PM	3:49 PM	3:54 PM	4:02 PM
3:11 PM	3:14 PM	3:15 PM	3:17 PM	3:19 PM	3:22 PM	3:24 PM	3:28 PM	3:30 PM	3:32 PM	3:33 PM	3:40 PM	3:56 PM	4:02 PM	4:03 PM	4:04 PM	4:09 PM	4:17 PM
3:26 PM	3:29 PM	3:30 PM	3:32 PM	3:34 PM	3:37 PM	3:39 PM	3:43 PM	3:45 PM	3:47 PM	3:48 PM	3:55 PM	4:11 PM	4:17 PM	4:18 PM	4:19 PM	4:24 PM	4:32 PM
3:46 PM	3:49 PM	3:50 PM	3:52 PM	3:54 PM	3:57 PM	3:59 PM	4:03 PM	4:05 PM	4:07 PM	4:08 PM	4:15 PM	4:31 PM	4:37 PM	4:38 PM	4:39 PM	4:44 PM	4:52 PM
4:16 PM	4:19 PM	4:20 PM	4:22 PM	4:24 PM	4:27 PM	4:29 PM	4:33 PM	4:35 PM	4:37 PM	4:38 PM	4:45 PM	5:01 PM	5:07 PM	5:08 PM	5:09 PM	5:14 PM	5:22 PM
4:31 PM	4:34 PM	4:35 PM	4:37 PM	4:39 PM	4:42 PM	4:44 PM	4:48 PM	4:50 PM	4:52 PM	4:53 PM	5:00 PM	5:16 PM	5:22 PM	5:23 PM	5:24 PM	5:29 PM	5:37 PM
5:01 PM	5:04 PM	5:05 PM	5:07 PM	5:09 PM	5:12 PM	5:14 PM	5:18 PM	5:20 PM	5:22 PM	5:23 PM	5:30 PM	5:46 PM	5:52 PM	5:53 PM	5:54 PM	5:59 PM	6:07 PM
5:31 PM	5:34 PM	5:35 PM	5:37 PM	5:39 PM	5:42 PM	5:44 PM	5:48 PM	5:50 PM	5:52 PM	5:53 PM	6:00 PM	6:16 PM	6:22 PM	6:23 PM	6:24 PM	6:29 PM	6:37 PM
6:01 PM	6:04 PM	6:05 PM	6:07 PM	6:09 PM	6:12 PM	6:14 PM	6:18 PM	6:20 PM	6:22 PM	6:23 PM	6:30 PM	6:46 PM	6:52 PM	6:53 PM	6:54 PM	6:59 PM	7:07 PM
6:36 PM	6:39 PM	6:40 PM	6:42 PM	6:44 PM	6:47 PM	6:49 PM	6:53 PM	6:55 PM	6:57 PM	6:58 PM	7:05 PM	7:21 PM	7:27 PM	7:28 PM	7:29 PM	7:34 PM	7:42 PM
7:06 PM	7:09 PM	7:10 PM	7:12 PM	7:14 PM	7:17 PM	7:19 PM	7:23 PM	7:25 PM	7:27 PM	7:28 PM	7:35 PM	7:51 PM	7:57 PM	7:58 PM	7:59 PM	8:04 PM	8:12 PM
7:36 PM	7:39 PM	7:40 PM	7:42 PM	7:44 PM	7:47 PM	7:49 PM	7:53 PM	7:55 PM	7:57 PM	7:58 PM	8:05 PM	8:21 PM	8:27 PM	8:28 PM	8:29 PM	8:34 PM	8:42 PM
8:06 PM	8:09 PM	8:10 PM	8:12 PM	8:14 PM	8:17 PM	8:19 PM	8:23 PM	8:25 PM	8:27 PM	8:28 PM	8:35 PM	8:51 PM	8:57 PM	8:58 PM	8:59 PM	9:04 PM	9:12 PM
8:41 PM	8:44 PM	8:45 PM	8:47 PM	8:49 PM	8:52 PM	8:54 PM	8:58 PM	9:00 PM	9:02 PM	9:03 PM	9:10 PM	9:26 PM	9:32 PM	9:33 PM	9:34 PM	9:39 PM	9:47 PM
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9:41 PM	9:44 PM	9:45 PM	9:47 PM	9:49 PM	9:52 PM	9:54 PM	9:58 PM	10:00 PM	10:02 PM	10:03 PM	10:10 PM	10:26 PM	10:32 PM	10:33 PM	10:34 PM	10:39 PM	10:47 PM
10:11 PM	10:14 PM	10:15 PM	10:17 PM	10:19 PM	10:22 PM	10:24 PM	10:28 PM	10:30 PM	10:32 PM	10:33 PM	10:40 PM	10:56 PM	11:02 PM	11:03 PM	11:04 PM	11:09 PM	11:17 PM

This schedule increases GVRTA service from 33 round trips per day to 41 round trips per day during the spring, summer, and fall. It provides 30–35-minute headways northbound for the entire service day from 5:21 a.m. until 10:11 p.m.

Spring/Summer/Fall Schedule – Southbound
Expanded with CTE funding
Starting Spring, 2027

SOUTHBOUND									
Mt. Crested Butte to Gunnison									
Departs Mt. CB Transit Center	Crested Butte 4-Way	Riverbend (flag stop)	Brush Creek (flag stop)	Riverland (flag stop)	CB South (Red Mt. Park)	Almont (flag stop)	Ohio Creek (flag stop)	Tall Texan (flag stop)	Arrives Gunnison Recreation Center
6:40 AM	6:48 AM	6:50 AM	6:51 AM	6:52 AM	7:00 AM	7:14 AM	7:22 AM	7:23 AM	7:26 AM
7:10 AM	7:18 AM	7:20 AM	7:21 AM	7:22 AM	7:30 AM	7:44 AM	7:52 AM	7:53 AM	7:56 AM
7:40 AM	7:48 AM	7:50 AM	7:51 AM	7:52 AM	8:00 AM	8:14 AM	8:22 AM	8:23 AM	8:26 AM
7:55 AM	8:03 AM	8:05 AM	8:06 AM	8:07 AM	8:15 AM	8:29 AM	8:37 AM	8:38 AM	8:41 AM
8:10 AM	8:18 AM	8:20 AM	8:21 AM	8:22 AM	8:30 AM	8:44 AM	8:52 AM	8:53 AM	8:56 AM
8:25 AM	8:33 AM	8:35 AM	8:36 AM	8:37 AM	8:45 AM	8:59 AM	9:07 AM	9:08 AM	9:11 AM
8:45 AM	8:53 AM	8:55 AM	8:56 AM	8:57 AM	9:05 AM	9:19 AM	9:27 AM	9:28 AM	9:31 AM
9:15 AM	9:23 AM	9:25 AM	9:26 AM	9:27 AM	9:35 AM	9:49 AM	9:57 AM	9:58 AM	10:01 AM
9:45 AM	9:53 AM	9:55 AM	9:56 AM	9:57 AM	10:05 AM	10:19 AM	10:27 AM	10:28 AM	10:31 AM
10:00 AM	10:08 AM	10:10 AM	10:11 AM	10:12 AM	10:20 AM	10:34 AM	10:42 AM	10:43 AM	10:46 AM
10:15 AM	10:23 AM	10:25 AM	10:26 AM	10:27 AM	10:35 AM	10:49 AM	10:57 AM	10:58 AM	11:01 AM
10:30 AM	10:38 AM	10:40 AM	10:41 AM	10:42 AM	10:50 AM	11:04 AM	11:12 AM	11:13 AM	11:16 AM
10:50 AM	10:58 AM	11:00 AM	11:01 AM	11:02 AM	11:10 AM	11:24 AM	11:32 AM	11:33 AM	11:36 AM
11:20 AM	11:28 AM	11:30 AM	11:31 AM	11:32 AM	11:40 AM	11:54 AM	12:02 PM	12:03 PM	12:06 PM
11:50 AM	11:58 AM	12:00 PM	12:01 PM	12:02 PM	12:10 PM	12:24 PM	12:32 PM	12:33 PM	12:36 PM
12:20 PM	12:28 PM	12:30 PM	12:31 PM	12:32 PM	12:40 PM	12:54 PM	1:02 PM	1:03 PM	1:06 PM
12:55 PM	1:03 PM	1:05 PM	1:06 PM	1:07 PM	1:15 PM	1:29 PM	1:37 PM	1:38 PM	1:41 PM
1:25 PM	1:33 PM	1:35 PM	1:36 PM	1:37 PM	1:45 PM	1:59 PM	2:07 PM	2:08 PM	2:11 PM
1:55 PM	2:03 PM	2:05 PM	2:06 PM	2:07 PM	2:15 PM	2:29 PM	2:37 PM	2:38 PM	2:41 PM
2:10 PM	2:18 PM	2:20 PM	2:21 PM	2:22 PM	2:30 PM	2:44 PM	2:52 PM	2:53 PM	2:56 PM
2:40 PM	2:48 PM	2:50 PM	2:51 PM	2:52 PM	3:00 PM	3:14 PM	3:22 PM	3:23 PM	3:26 PM
3:00 PM	3:08 PM	3:10 PM	3:11 PM	3:12 PM	3:20 PM	3:34 PM	3:42 PM	3:43 PM	3:46 PM
3:30 PM	3:38 PM	3:40 PM	3:41 PM	3:42 PM	3:50 PM	4:04 PM	4:12 PM	4:13 PM	4:16 PM
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9:25 PM	9:33 PM	9:35 PM	9:36 PM	9:37 PM	9:45 PM	9:59 PM	10:07 PM	10:08 PM	10:11 PM
10:00 PM	10:08 PM	10:10 PM	10:11 PM	10:12 PM	10:20 PM	10:34 PM	10:42 PM	10:43 PM	10:46 PM
10:30 PM	10:38 PM	10:40 PM	10:41 PM	10:42 PM	10:50 PM	11:04 PM	11:12 PM	11:13 PM	11:16 PM
11:00 PM	11:08 PM	11:10 PM	11:11 PM	11:12 PM	11:20 PM	11:34 PM	11:42 PM	11:43 PM	11:46 PM
11:30 PM	11:38 PM	11:40 PM	11:41 PM	11:42 PM	11:50 PM	12:04 PM	12:12 PM	12:13 PM	12:16 PM

This schedule increases GVRTA service from 33 round trips per day to 41 round trips per day during the spring, summer, and fall. It provides 30–35-minute headways southbound for the entire service day from 6:40 a.m. until 11:30 p.m.

Winter Schedule – Northbound **Expanded with CTE funding** **Starting Winter, 2028**

NORTHBOUND																	
Gunnison to Mt. Crested Butte																Arrives Crested Butte	Arrives Mt. CB Transit
Departs	Gunnison	Gunnison	11th	Safeway	Teller	Western	Denver	Spencer	Tall	Ohio	Almont	CB South	Riverland	Brush	Riverbend		
Rec Center	County Library	Community Schools	& Virginia	(Pine & Hwy 50)	& Hwy 50	(Colorado & Ohio)	& Hwy 135	& Hwy 135	Texan (flag stop)	Creek (flag stop)	(flag stop)	(Red Mt. Park)	(flag stop)	(flag stop)	(flag stop)	4-Way	Center
5:21 AM	5:24 AM	5:25 AM	5:27 AM	5:29 AM	5:32 AM	5:34 AM	5:38 AM	5:40 AM	5:42 AM	5:43 AM	5:50 AM	6:06 AM	6:12 AM	6:13 AM	6:14 AM	6:19 AM	6:27 AM
5:51 AM	5:54 AM	5:55 AM	5:57 AM	5:59 AM	6:02 AM	6:04 AM	6:08 AM	6:10 AM	6:12 AM	6:13 AM	6:20 AM	6:36 AM	6:42 AM	6:43 AM	6:44 AM	6:49 AM	6:57 AM
6:21 AM	6:24 AM	6:25 AM	6:27 AM	6:29 AM	6:32 AM	6:34 AM	6:38 AM	6:40 AM	6:42 AM	6:43 AM	6:50 AM	7:06 AM	7:12 AM	7:13 AM	7:14 AM	7:19 AM	7:27 AM
6:36 AM	6:39 AM	6:40 AM	6:42 AM	6:44 AM	6:47 AM	6:49 AM	6:53 AM	6:55 AM	6:57 AM	6:58 AM	7:05 AM	7:21 AM	7:27 AM	7:28 AM	7:29 AM	7:34 AM	7:42 AM
6:51 AM	6:54 AM	6:55 AM	6:57 AM	6:59 AM	7:02 AM	7:04 AM	7:08 AM	7:10 AM	7:12 AM	7:13 AM	7:20 AM	7:36 AM	7:42 AM	7:43 AM	7:44 AM	7:49 AM	7:57 AM
7:06 AM	7:09 AM	7:10 AM	7:12 AM	7:14 AM	7:17 AM	7:19 AM	7:23 AM	7:25 AM	7:27 AM	7:28 AM	7:35 AM	7:51 AM	7:57 AM	7:58 AM	7:59 AM	8:04 AM	8:12 AM
7:26 AM	7:29 AM	7:30 AM	7:32 AM	7:34 AM	7:37 AM	7:39 AM	7:43 AM	7:45 AM	7:47 AM	7:48 AM	7:55 AM	8:11 AM	8:17 AM	8:18 AM	8:19 AM	8:24 AM	8:32 AM
7:41 AM	7:44 AM	7:45 AM	7:47 AM	7:49 AM	7:52 AM	7:54 AM	7:58 AM	8:00 AM	8:02 AM	8:03 AM	8:10 AM	8:26 AM	8:32 AM	8:33 AM	8:34 AM	8:39 AM	8:47 AM
7:56 AM	7:59 AM	8:00 AM	8:02 AM	8:04 AM	8:07 AM	8:09 AM	8:13 AM	8:15 AM	8:17 AM	8:18 AM	8:25 AM	8:41 AM	8:47 AM	8:48 AM	8:49 AM	8:54 AM	9:02 AM
8:11 AM	8:14 AM	8:15 AM	8:17 AM	8:19 AM	8:22 AM	8:24 AM	8:28 AM	8:30 AM	8:32 AM	8:33 AM	8:40 AM	8:56 AM	9:02 AM	9:03 AM	9:04 AM	9:09 AM	9:17 AM
8:26 AM	8:29 AM	8:30 AM	8:32 AM	8:34 AM	8:37 AM	8:39 AM	8:43 AM	8:45 AM	8:47 AM	8:48 AM	8:55 AM	9:11 AM	9:17 AM	9:18 AM	9:19 AM	9:24 AM	9:32 AM
8:41 AM	8:44 AM	8:45 AM	8:47 AM	8:49 AM	8:52 AM	8:54 AM	8:58 AM	9:00 AM	9:02 AM	9:03 AM	9:10 AM	9:26 AM	9:32 AM	9:33 AM	9:34 AM	9:39 AM	9:47 AM
8:56 AM	8:59 AM	9:00 AM	9:02 AM	9:04 AM	9:07 AM	9:09 AM	9:13 AM	9:15 AM	9:17 AM	9:18 AM	9:25 AM	9:41 AM	9:47 AM	9:48 AM	9:49 AM	9:54 AM	10:02 AM
9:11 AM	9:14 AM	9:15 AM	9:17 AM	9:19 AM	9:22 AM	9:24 AM	9:28 AM	9:30 AM	9:32 AM	9:33 AM	9:40 AM	9:56 AM	10:02 AM	10:03 AM	10:04 AM	10:09 AM	10:17 AM
9:31 AM	9:34 AM	9:35 AM	9:37 AM	9:39 AM	9:42 AM	9:44 AM	9:48 AM	9:50 AM	9:52 AM	9:53 AM	10:00 AM	10:16 AM	10:22 AM	10:23 AM	10:24 AM	10:29 AM	10:37 AM
9:46 AM	9:49 AM	9:50 AM	9:52 AM	9:54 AM	9:57 AM	9:59 AM	10:03 AM	10:05 AM	10:07 AM	10:08 AM	10:15 AM	10:31 AM	10:37 AM	10:38 AM	10:39 AM	10:44 AM	10:52 AM
10:01 AM	10:04 AM	10:05 AM	10:07 AM	10:09 AM	10:12 AM	10:14 AM	10:18 AM	10:20 AM	10:22 AM	10:23 AM	10:30 AM	10:46 AM	10:52 AM	10:53 AM	10:54 AM	10:59 AM	11:07 AM
10:16 AM	10:19 AM	10:20 AM	10:22 AM	10:24 AM	10:27 AM	10:29 AM	10:33 AM	10:35 AM	10:37 AM	10:38 AM	10:45 AM	11:01 AM	11:07 AM	11:08 AM	11:09 AM	11:14 AM	11:22 AM
10:31 AM	10:34 AM	10:35 AM	10:37 AM	10:39 AM	10:42 AM	10:44 AM	10:48 AM	10:50 AM	10:52 AM	10:53 AM	11:00 AM	11:16 AM	11:22 AM	11:23 AM	11:24 AM	11:29 AM	11:37 AM
10:46 AM	10:49 AM	10:50 AM	10:52 AM	10:54 AM	10:57 AM	10:59 AM	11:03 AM	11:05 AM	11:07 AM	11:08 AM	11:15 AM	11:31 AM	11:37 AM	11:38 AM	11:39 AM	11:44 AM	11:52 AM
11:01 AM	11:04 AM	11:05 AM	11:07 AM	11:09 AM	11:12 AM	11:14 AM	11:18 AM	11:20 AM	11:22 AM	11:23 AM	11:30 AM	11:46 AM	11:52 AM	11:53 AM	11:54 AM	11:59 AM	12:07 PM
11:16 AM	11:19 AM	11:20 AM	11:22 AM	11:24 AM	11:27 AM	11:29 AM	11:33 AM	11:35 AM	11:37 AM	11:38 AM	11:45 AM	12:01 PM	12:07 PM	12:08 PM	12:09 PM	12:14 PM	12:22 PM
11:31 AM	11:34 AM	11:35 AM	11:37 AM	11:39 AM	11:42 AM	11:44 AM	11:48 AM	11:50 AM	11:52 AM	11:53 AM	12:00 PM	12:16 PM	12:22 PM	12:23 PM	12:24 PM	12:29 PM	12:37 PM
11:46 AM	11:49 AM	11:50 AM	11:52 AM	11:54 AM	11:57 AM	11:59 AM	12:03 PM	12:05 PM	12:07 PM	12:08 PM	12:15 PM	12:31 PM	12:37 PM	12:38 PM	12:39 PM	12:44 PM	12:52 PM
12:01 PM	12:04 PM	12:05 PM	12:07 PM	12:09 PM	12:12 PM	12:14 PM	12:18 PM	12:20 PM	12:22 PM	12:23 PM	12:30 PM	12:46 PM	12:52 PM	12:53 PM	12:54 PM	12:59 PM	1:07 PM
12:21 PM	12:24 PM	12:25 PM	12:27 PM	12:29 PM	12:32 PM	12:34 PM	12:38 PM	12:40 PM	12:42 PM	12:43 PM	12:50 PM	1:06 PM	1:12 PM	1:13 PM	1:14 PM	1:19 PM	1:27 PM
12:36 PM	12:39 PM	12:40 PM	12:42 PM	12:44 PM	12:47 PM	12:49 PM	12:53 PM	12:55 PM	12:57 PM	12:58 PM	1:05 PM	1:21 PM	1:27 PM	1:28 PM	1:29 PM	1:34 PM	1:42 PM
12:51 PM	12:54 PM	12:55 PM	12:57 PM	12:59 PM	1:02 PM	1:04 PM	1:08 PM	1:10 PM	1:12 PM	1:13 PM	1:20 PM	1:36 PM	1:42 PM	1:43 PM	1:44 PM	1:49 PM	1:57 PM
1:06 PM	1:09 PM	1:10 PM	1:12 PM	1:14 PM	1:17 PM	1:19 PM	1:23 PM	1:25 PM	1:27 PM	1:28 PM	1:35 PM	1:51 PM	1:57 PM	1:58 PM	1:59 PM	2:04 PM	2:12 PM
1:21 PM	1:24 PM	1:25 PM	1:27 PM	1:29 PM	1:32 PM	1:34 PM	1:38 PM	1:40 PM	1:42 PM	1:43 PM	1:50 PM	2:06 PM	2:12 PM	2:13 PM	2:14 PM	2:19 PM	2:27 PM
1:36 PM	1:39 PM	1:40 PM	1:42 PM	1:44 PM	1:47 PM	1:49 PM	1:53 PM	1:55 PM	1:57 PM	1:58 PM	2:05 PM	2:21 PM	2:27 PM	2:28 PM	2:29 PM	2:34 PM	2:42 PM
1:51 PM	1:54 PM	1:55 PM	1:57 PM	1:59 PM	2:02 PM	2:04 PM	2:08 PM	2:10 PM	2:12 PM	2:13 PM	2:20 PM	2:36 PM	2:42 PM	2:43 PM	2:44 PM	2:49 PM	2:57 PM
2:06 PM	2:09 PM	2:10 PM	2:12 PM	2:14 PM	2:17 PM	2:19 PM	2:23 PM	2:25 PM	2:27 PM	2:28 PM	2:35 PM	2:51 PM	2:57 PM	2:58 PM	2:59 PM	3:04 PM	3:12 PM
2:21 PM	2:24 PM	2:25 PM	2:27 PM	2:29 PM	2:32 PM	2:34 PM	2:38 PM	2:40 PM	2:42 PM	2:43 PM	2:50 PM	3:06 PM	3:12 PM	3:13 PM	3:14 PM	3:19 PM	3:27 PM
2:41 PM	2:44 PM	2:45 PM	2:47 PM	2:49 PM	2:52 PM	2:54 PM	2:58 PM	3:00 PM	3:02 PM	3:03 PM	3:10 PM	3:26 PM	3:32 PM	3:33 PM	3:34 PM	3:39 PM	3:47 PM
2:56 PM	2:59 PM	3:00 PM	3:02 PM	3:04 PM	3:07 PM	3:09 PM	3:13 PM	3:15 PM	3:17 PM	3:18 PM	3:25 PM	3:41 PM	3:47 PM	3:48 PM	3:49 PM	3:54 PM	4:02 PM
3:11 PM	3:14 PM	3:15 PM	3:17 PM	3:19 PM	3:22 PM	3:24 PM	3:28 PM	3:30 PM	3:32 PM	3:33 PM	3:40 PM	3:56 PM	4:02 PM	4:03 PM	4:04 PM	4:09 PM	4:17 PM
3:26 PM	3:29 PM	3:30 PM	3:32 PM	3:34 PM	3:37 PM	3:39 PM	3:43 PM	3:45 PM	3:47 PM	3:48 PM	3:55 PM	4:11 PM	4:17 PM	4:18 PM	4:19 PM	4:24 PM	4:32 PM
3:41 PM	3:44 PM	3:45 PM	3:47 PM	3:49 PM	3:52 PM	3:54 PM	3:58 PM	4:00 PM	4:02 PM	4:03 PM	4:10 PM	4:26 PM	4:32 PM	4:33 PM	4:34 PM	4:39 PM	4:47 PM
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6:31 PM	6:34 PM	6:35 PM	6:37 PM	6:39 PM	6:42 PM	6:44 PM	6:48 PM	6:50 PM	6:52 PM	6:53 PM	7:00 PM	7:16 PM	7:22 PM	7:23 PM	7:24 PM	7:29 PM	7:37 PM
7:06 PM	7:09 PM	7:10 PM	7:12 PM	7:14 PM	7:17 PM	7:19 PM	7:23 PM	7:25 PM	7:27 PM	7:28 PM	7:35 PM	7:51 PM	7:57 PM	7:58 PM	7:59 PM	8:04 PM	8:12 PM
7:36 PM	7:39 PM	7:40 PM	7:42 PM	7:44 PM	7:47 PM	7:49 PM	7:53 PM	7:55 PM	7:57 PM	7:58 PM	8:05 PM	8:21 PM	8:27 PM	8:28 PM	8:29 PM	8:34 PM	8:42 PM
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9:41 PM	9:44 PM	9:45 PM	9:47 PM	9:49 PM	9:52 PM	9:54 PM	9:58 PM	10:00 PM	10:02 PM	10:03 PM	10:10 PM	10:26 PM	10:32 PM	10:33 PM	10:34 PM	10:39 PM	10:47 PM
10:11 PM	10:14 PM	10:15 PM	10:17 PM	10:19 PM	10:22 PM	10:24 PM	10:28 PM	10:30 PM	10:32 PM	10:33 PM	10:40 PM	10:56 PM	11:02 PM	11:03 PM	11:04 PM	11:09 PM	11:17 PM

This schedule increases GVRTA service from 41 round trips per day to 53 round trips per day during the winter. It provides 15-minute headways going northbound from 6:21 a.m. until 4:26 pm. (with three exceptions of 20 minutes) with 30–35-minute headways before and after.

Winter Schedule – Southbound Expanded with CTE funding Starting Winter, 2028

SOUTHBOUND									
Mt. Crested Butte to Gunnison									
Departs Mt. CB Transit Center	Crested Butte 4-Way	Riverbend (flag stop)	Brush Creek (flag stop)	Riverland (flag stop)	CB South (Red Mt. Park)	Almont (flag stop)	Ohio Creek (flag stop)	Tall Texan (flag stop)	Arrives Gunnison Recreation Center
6:40 AM	6:48 AM	6:50 AM	6:51 AM	6:52 AM	7:00 AM	7:14 AM	7:22 AM	7:23 AM	7:26 AM
7:10 AM	7:18 AM	7:20 AM	7:21 AM	7:22 AM	7:30 AM	7:44 AM	7:52 AM	7:53 AM	7:56 AM
7:40 AM	7:48 AM	7:50 AM	7:51 AM	7:52 AM	8:00 AM	8:14 AM	8:22 AM	8:23 AM	8:26 AM
7:55 AM	8:03 AM	8:05 AM	8:06 AM	8:07 AM	8:15 AM	8:29 AM	8:37 AM	8:38 AM	8:41 AM
8:10 AM	8:18 AM	8:20 AM	8:21 AM	8:22 AM	8:30 AM	8:44 AM	8:52 AM	8:53 AM	8:56 AM
8:25 AM	8:33 AM	8:35 AM	8:36 AM	8:37 AM	8:45 AM	8:59 AM	9:07 AM	9:08 AM	9:11 AM
8:45 AM	8:53 AM	8:55 AM	8:56 AM	8:57 AM	9:05 AM	9:19 AM	9:27 AM	9:28 AM	9:31 AM
9:00 AM	9:08 AM	9:10 AM	9:11 AM	9:12 AM	9:20 AM	9:34 AM	9:42 AM	9:43 AM	9:46 AM
9:15 AM	9:23 AM	9:25 AM	9:26 AM	9:27 AM	9:35 AM	9:49 AM	9:57 AM	9:58 AM	10:01 AM
9:30 AM	9:38 AM	9:40 AM	9:41 AM	9:42 AM	9:50 AM	10:04 AM	10:12 AM	10:13 AM	10:16 AM
9:45 AM	9:53 AM	9:55 AM	9:56 AM	9:57 AM	10:05 AM	10:19 AM	10:27 AM	10:28 AM	10:31 AM
10:00 AM	10:08 AM	10:10 AM	10:11 AM	10:12 AM	10:20 AM	10:34 AM	10:42 AM	10:43 AM	10:46 AM
10:15 AM	10:23 AM	10:25 AM	10:26 AM	10:27 AM	10:35 AM	10:49 AM	10:57 AM	10:58 AM	11:01 AM
10:30 AM	10:38 AM	10:40 AM	10:41 AM	10:42 AM	10:50 AM	11:04 AM	11:12 AM	11:13 AM	11:16 AM
10:50 AM	10:58 AM	11:00 AM	11:01 AM	11:02 AM	11:10 AM	11:24 AM	11:32 AM	11:33 AM	11:36 AM
11:05 AM	11:13 AM	11:15 AM	11:16 AM	11:17 AM	11:25 AM	11:39 AM	11:47 AM	11:48 AM	11:51 AM
11:20 AM	11:28 AM	11:30 AM	11:31 AM	11:32 AM	11:40 AM	11:54 AM	12:02 PM	12:03 PM	12:06 PM
11:35 AM	11:43 AM	11:45 AM	11:46 AM	11:47 AM	11:55 AM	12:09 PM	12:17 PM	12:18 PM	12:21 PM
11:50 AM	11:58 AM	12:00 PM	12:01 PM	12:02 PM	12:10 PM	12:24 PM	12:32 PM	12:33 PM	12:36 PM
12:05 PM	12:13 PM	12:15 PM	12:16 PM	12:17 PM	12:25 PM	12:39 PM	12:47 PM	12:48 PM	12:51 PM
12:20 PM	12:28 PM	12:30 PM	12:31 PM	12:32 PM	12:40 PM	12:54 PM	1:02 PM	1:03 PM	1:06 PM
12:35 PM	12:43 PM	12:45 PM	12:46 PM	12:47 PM	12:55 PM	1:09 PM	1:17 PM	1:18 PM	1:21 PM
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3:40 PM	3:48 PM	3:50 PM	3:51 PM	3:52 PM	4:00 PM	4:14 PM	4:22 PM	4:23 PM	4:26 PM
4:00 PM	4:08 PM	4:10 PM	4:11 PM	4:12 PM	4:20 PM	4:34 PM	4:42 PM	4:43 PM	4:46 PM
4:15 PM	4:23 PM	4:25 PM	4:26 PM	4:27 PM	4:35 PM	4:49 PM	4:57 PM	4:58 PM	5:01 PM
4:30 PM	4:38 PM	4:40 PM	4:41 PM	4:42 PM	4:50 PM	5:04 PM	5:12 PM	5:13 PM	5:16 PM
4:45 PM	4:53 PM	4:55 PM	4:56 PM	4:57 PM	5:05 PM	5:19 PM	5:27 PM	5:28 PM	5:31 PM
5:00 PM	5:08 PM	5:10 PM	5:11 PM	5:12 PM	5:20 PM	5:34 PM	5:42 PM	5:43 PM	5:46 PM
5:15 PM	5:23 PM	5:25 PM	5:26 PM	5:27 PM	5:35 PM	5:49 PM	5:57 PM	5:58 PM	6:01 PM
5:30 PM	5:38 PM	5:40 PM	5:41 PM	5:42 PM	5:50 PM	6:04 PM	6:12 PM	6:13 PM	6:16 PM
5:45 PM	5:53 PM	5:55 PM	5:56 PM	5:57 PM	6:05 PM	6:19 PM	6:27 PM	6:28 PM	6:31 PM
6:20 PM	6:28 PM	6:30 PM	6:31 PM	6:32 PM	6:40 PM	6:54 PM	7:02 PM	7:03 PM	7:06 PM
6:50 PM	6:58 PM	7:00 PM	7:01 PM	7:02 PM	7:10 PM	7:24 PM	7:32 PM	7:33 PM	7:36 PM
7:20 PM	7:28 PM	7:30 PM	7:31 PM	7:32 PM	7:40 PM	7:54 PM	8:02 PM	8:03 PM	8:06 PM
7:50 PM	7:58 PM	8:00 PM	8:01 PM	8:02 PM	8:10 PM	8:24 PM	8:32 PM	8:33 PM	8:36 PM
8:25 PM	8:33 PM	8:35 PM	8:36 PM	8:37 PM	8:45 PM	8:59 PM	9:07 PM	9:08 PM	9:11 PM
8:55 PM	9:03 PM	9:05 PM	9:06 PM	9:07 PM	9:15 PM	9:29 PM	9:37 PM	9:38 PM	9:41 PM
9:25 PM	9:33 PM	9:35 PM	9:36 PM	9:37 PM	9:45 PM	9:59 PM	10:07 PM	10:08 PM	10:11 PM
10:00 PM	10:08 PM	10:10 PM	10:11 PM	10:12 PM	10:20 PM	10:34 PM	10:42 PM	10:43 PM	10:46 PM
10:30 PM	10:38 PM	10:40 PM	10:41 PM	10:42 PM	10:50 PM	11:04 PM	11:12 PM	11:13 PM	11:16 PM
11:00 PM	11:08 PM	11:10 PM	11:11 PM	11:12 PM	11:20 PM	11:34 PM	11:42 PM	11:43 PM	11:46 PM
11:30 PM	11:38 PM	11:40 PM	11:41 PM	11:42 PM	11:50 PM	12:04 PM	12:12 PM	12:13 PM	12:16 PM

This schedule increases GVRTA service from 41 round trips per day to 53 round trips per day during the winter. It provides 15-minute headways going southbound from 7:40 a.m. until 5:45 pm. (with three exceptions of 20 minutes) with 30–35-minute headways before and after.



August 8, 2025
Craig Secrest
Director, CDOT Clean Transit Enterprise (CTE)
2829 W. Howard Place
Denver, CO 80204

Dear Mr. Secrest,

Please accept this letter of support for the Gunnison Valley RTA application for 2026 and 2027 CTE funds.

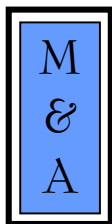
These funds will allow the GVRTA to expand the service that we provide to the residents and visitors to our valley at levels which will support the economic viability of our community. The RTA Board of Directors, including representatives from the Towns of Crested Butte and Mt. Crested Butte, City of Gunnison, and Gunnison County are all supportive of this initiative.

The Gunnison Valley RTA is a valuable service for both our residents and visitors. To support this grant application, the GVRTA Board of Directors has identified GVRTA funds to provide as local match for operating this service.

Thank you for your consideration,

Sincerely,

Matthew Schwartz,
Board Chair
Gunnison Valley RTA



McMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

WEB SITE: WWW.McMAHANCPA.COM

MAIN OFFICE: (970) 845-8800

**To the Board of Directors
Gunnison Valley Rural Transportation Authority
Gunnison, Colorado**

We have audited the financial statements of the Gunnison Valley Rural Transportation Authority (the "Authority") for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit.

Qualitative Aspects of Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in the Notes to the Financial Statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Estimated useful lives for depreciation on fixed assets: Management's estimate is based on industry practice and experience. We evaluated the key factors and assumptions used to develop the useful lives used in determining depreciation and found that it is reasonable in relation to the financial statements taken as a whole.
- Estimated allowance for uncollectible receivables at December 31, 2024, which management has based on industry practice and experience, including actual collections since year-end.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no misstatements detected as a result of audit procedures which were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial, accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, which could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Member: American Institute of Certified Public Accountants

Management Representations

As is required in an audit engagement we have requested certain representations from management that are included in the management representation letter.

New Financial Reporting Standard

Financial reporting standards for the [Government] are promulgated by the Governmental Accounting Standards Board ("GASB"), which has issued Statement No. 102, Guidance in Disclosures of Certain Risks ("GASB 102"). GASB 102 requires the disclosure of essential information about risks to vulnerabilities due to certain concentrations and constraints. GASB 102 defines a concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources – for example, a small number of companies that represent a majority of employment in a government's jurisdiction, or a government that relies on one revenue source for most of its revenue. GASB 102 also defines a constraint as a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority – such as a voter-approved property tax cap or a state-imposed debt limit. Concentrations and constraints may limit a government's ability to acquire resources or control spending. Under GASB 102, governments are required to disclose information about a concentration or constraint if they meet the following criteria:

- The concentration or constraint is known to the government prior to issuing the financial statements.
- The concentration or constraint makes the government vulnerable to the risk of a substantial impact.
- An event(s) associated with the concentration or constraint that could cause a substantial impact has occurred, has begun to occur, or is more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the concentration or constraint, each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

GASB 102 is effective for reporting periods beginning after June 15, 2024, and all reporting periods thereafter. Earlier application is encouraged. We will work with the Gunnison Valley Rural Transportation Authority to assist with implementation of this new standard.

This report is intended solely for the information and use of the Board of Directors, management, and others within the Authority and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 24, 2025

Gunnison Valley Rural Transportation Authority

Financial Report

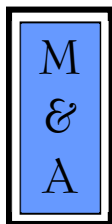
December 31, 2024



**Gunnison Valley Rural Transportation Authority
Financial Report
December 31, 2024**

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McMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

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MAIN OFFICE: (970) 845-8800

INDEPENDENT AUDITOR'S REPORT

**To the Board of Directors
Gunnison Valley Rural Transportation Authority
Gunnison, Colorado**

Report on the Audit of the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of Gunnison Valley Rural Transportation Authority GVTA (the "Authority"), as of and for the year ended December 31, 2024, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Gunnison Valley Rural Transportation Authority, as of December 31, 2024, the respective changes in financial position and the respective budgetary comparison of the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gunnison Valley Rural Transportation Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Gunnison Valley Rural Transportation Authority's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for one year after the date that the financial statements are issued.

Member: American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT
To the Board of Directors
Gunnison Valley Rural Transportation Authority
Gunnison, Colorado

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

INDEPENDENT AUDITOR'S REPORT
To the Board of Directors
Gunnison Valley Rural Transportation Authority
Gunnison, Colorado

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis in Section B be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 24, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS



**Management's Discussion and Analysis
December 31, 2024**

As management of the *Gunnison Valley Rural Transportation Authority* (the "Authority"), we offer readers of the Authority's financial statements this narrative summary of the financial activities of the Authority for the fiscal year ended December 31, 2024.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The Authority's basic financial statements are comprised of two components: 1) financial statements; and 2) notes to the financial statements. These components are discussed below.

Financial Statements: The financial statements are designed to provide readers with an overview of the Authority's finances, from both a short-term fund perspective and a long-term economic perspective.

The Balance Sheet/Statement of Net Position presents information on all the Authority's assets and liabilities (both short-term and long-term), with the difference between the two reported as fund balance or net position. The Balance Sheet column presents the financial position focusing on short-term available resources and is reported on a modified accrual basis of accounting. The Statement of Net Position column presents the financial position focusing on long-term economic resources and is reported on a full accrual basis. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Revenues, Expenditures and Changes in Fund Balance/Statement of Activities shows how the Authority's fund balance and net position changed during the most recent fiscal year. Again, the Statement of Revenues, Expenditures and Changes in Fund Balance column focuses on short-term available resources and is reported on a modified accrual basis. The Statement of Activities column focuses on long-term economic resources and is reported on a full accrual basis.

The Authority adopts an annual appropriated budget for its only fund, the General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

The Authority's financial statements can be found in Section C of this report.

Notes to the Financial Statements: The notes provide a background of the entity, certain required statutes, and accounting policies utilized by the Authority. They also provide additional information that will aid in the interpretation of the financial statements. The Notes to the Financial Statements can be found in Section D of this report.

Financial Analysis of the Authority

Gunnison Valley Rural Transportation Authority's Net Position

	<u>12/31/24</u>	<u>12/31/23</u>
Assets:		
Current assets	5,939,802	6,464,798
Capital assets	<u>14,948,712</u>	<u>14,657,638</u>
Total Assets	<u>20,888,514</u>	<u>21,122,436</u>
Liabilities:		
Current liabilities	<u>408,816</u>	<u>780,456</u>
Total Liabilities	<u>408,816</u>	<u>780,456</u>
Net Position:		
Investment in capital assets	14,948,712	14,657,638
Restricted	222,000	237,000
Unrestricted	<u>5,308,986</u>	<u>5,447,342</u>
Total Net Position	<u>20,479,698</u>	<u>20,341,980</u>

Between December 31, 2023 and 2024, total assets of the Authority decreased by \$233,922. Capital assets of the Authority increased by \$291,074 during 2024 as additions to capitalized assets exceeded depreciation expense.

Between December 31, 2023 and 2024, total liabilities of the Authority decreased by \$371,640. This change in liabilities is related to the timing of payments to vendors and typically varies on an annual basis.

Approximately 73% of the Authority's net position reflects its investment in capital assets, which include land, improvements and vehicles (e.g., buses). The Authority uses its capital assets to provide transportation services to its citizens; therefore, these assets are not available for future spending. Of the remaining \$5,530,986 of net position, \$222,000 has been restricted for emergencies. The remaining balance of \$5,308,986 may be used to meet the Authority's ongoing obligations relating to its operations.

Financial Analysis of the Authority (continued)

The Authority's net position increased \$137,718 from the prior year. This change is summarized below:

Gunnison Valley Rural Transportation Authority's Change in Net Position		
	2024	2023
Revenues:		
Transportation Authority sales tax	6,267,366	6,092,154
Department of Transportation grant	359,512	1,702,618
Other revenue	102,718	186,449
Earnings on investments	142,891	122,302
Total Revenues	6,872,487	8,103,523
Expenses:		
Operating supplies and miscellaneous	4,790	33,171
Professional services	800,931	749,701
Auditing	12,590	6,660
Sales tax collection fee	24,854	27,217
Contracted temporary labor	94,135	750
Airline guarantees	521,954	311,899
Ground transportation	3,143,128	2,605,067
Advertising and legal notices	9,515	8,261
Insurance and bonds	20,287	16,591
Repairs, maintenance and fuel	1,089,107	913,708
Meals and lodging	2,132	807
Dues and meetings	29,037	19,196
Building repairs and maintenance	21,257	18,623
Treasurer's fees	62,080	87,046
Depreciation	885,752	870,388
Administrative services	13,220	12,519
Total Expenses	6,734,769	5,681,604
Change in Net Position	137,718	2,421,919
Net Position:		
Beginning of the Year	20,341,980	17,920,061
End of the Year	20,479,698	20,341,980

In 2024, revenues decreased \$1,231,036 from 2023 due to grants that were awarded in 2023 for the purchase of buses.

Transportation Authority sales taxes were again the most significant source of income. This revenue stream represents the 1% Transportation Authority sales tax passed by the voters; collections of the tax began in January 2003.

In 2024, expenses increased \$1,053,165 from 2023 levels, which are a result of rising inflation costs for ground transportation, increased fleet size, and repair and maintenance costs.

Financial Analysis of the Authority (continued)

Expenses in 2024 totaled \$6,734,769. The Authority's costs are approved by the Board. Administration of the Authority is also the responsibility of the Board and its officers. The largest expense during the year was for ground transportation of \$3,143,128. The other significant expenses incurred for 2024 were airline guarantees; professional services; repairs, maintenance, and fuel; and depreciation expense.

Budget Variances in the General Fund:

The Authority's revenues were \$113,975 greater than budget and expenditures were \$170,895 under budget during fiscal year 2024.

Significant budget variances in the General Fund were as follows:

	Final Budget	Actual	Final Budget Variance Positive (Negative)	Reason
Revenues:				
Transportation Authority sales tax	6,154,000	6,267,366	113,366	Conservative budgeting
Earnings on Investments	140,000	142,891	2,891	Improved interest rates and conservative budget
Expenditures:				
Repairs, maintenance, and fuel	1,156,000	1,089,107	66,893	Fleet size increased by 25% in mid 2023, so there were more vehicles to maintain, combined with an aging fleet

Capital Assets

The Authority's capital assets increased \$291,074 in 2024, as previously discussed, which includes land purchases and bus stop improvements. Additional information as well as a detailed classification of the Authority's net capital assets can be found in the Notes to the Financial Statements in Section D of this report.

Next Year's Budget

The Authority's General Fund balance at the end of the 2024 fiscal year totaled \$5,530,986. The Authority's 2025 budget anticipates a decrease in ending fund balance of \$589,774. The 2025 budget anticipates revenues of \$9,388,108 and expenditures of \$9,977,882.

Request for Information

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Gunnison Valley Transportation Authority
200 E Virginia Ave.
Gunnison, CO 81230

BASIC FINANCIAL STATEMENTS



Gunnison Valley Rural Transportation Authority
Balance Sheet/Statement of Net Position
December 31, 2024

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
Assets:			
Cash and cash equivalents	5,195,805	-	5,195,805
Due from other governments	742,770	-	742,770
Accounts receivable	1,227	-	1,227
Capital assets, net	-	14,948,712	14,948,712
Total Assets	<u>5,939,802</u>	<u>14,948,712</u>	<u>20,888,514</u>
Liabilities:			
Warrants payable	408,816	-	408,816
Total Liabilities	<u>408,816</u>	<u>-</u>	<u>408,816</u>
Fund Balance/Net Position:			
Non-spendable:			
Spendable:			
Restricted for emergencies	222,000	(222,000)	-
Unassigned	5,308,986	(5,308,986)	-
Total Fund Balance	<u>5,530,986</u>	<u>(5,530,986)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u><u>5,939,802</u></u>		
Net Position:			
Investment in capital assets		14,948,712	14,948,712
Restricted for emergencies		222,000	222,000
Unrestricted		5,308,986	5,308,986
Total Net Position		<u><u>20,479,698</u></u>	<u><u>20,479,698</u></u>

The accompanying notes are an integral part of these financial statements.

Gunnison Valley Rural Transportation Authority
Statement of Revenues, Expenditures and Changes in Fund Balance /
Statement of Activities
For the Year Ended December 31, 2024

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues:			
Transportation Authority sales tax	6,267,366	-	6,267,366
Department of Transportation grant	359,512	-	359,512
Other revenue	102,718	-	102,718
Earnings on investments	142,891	-	142,891
Total Revenues	<u>6,872,487</u>	<u>-</u>	<u>6,872,487</u>
Expenditures/Expenses:			
Operating supplies and miscellaneous	4,790	-	4,790
Professional services	800,931	-	800,931
Auditing	12,590	-	12,590
Sales tax collection fee	24,854	-	24,854
Contracted temporary labor	94,135	-	94,135
Airline guarantees	521,954	-	521,954
Ground transportation	3,143,128	-	3,143,128
Advertising and legal notices	9,515	-	9,515
Insurance and bonds	20,287	-	20,287
Repairs, maintenance, and fuel	1,089,107	-	1,089,107
Meals and lodging	2,132	-	2,132
Dues and meetings	29,037	-	29,037
Building repairs and maintenance	21,257	-	21,257
Treasurer's fees	62,080	-	62,080
Administrative services	13,220	-	13,220
Depreciation	-	885,752	885,752
Capital outlay	1,176,826	(1,176,826)	-
Total Expenditures/Expenses	<u>7,025,843</u>	<u>(291,074)</u>	<u>6,734,769</u>
Excess (Deficiency) of Revenues over Expenditures	(153,356)	153,356	-
Change Net Position	-	137,718	137,718
Fund Balance / Net Position:			
Beginning of the year	<u>5,684,342</u>		<u>20,341,980</u>
End of the year	<u><u>5,530,986</u></u>		<u><u>20,479,698</u></u>

The accompanying notes are an integral part of these financial statements.

Gunnison Valley Rural Transportation Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For the Year Ended 2023)

	2024				2023
	Original Budget	Original and Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
Transportation Authority sales tax	6,032,000	6,154,000	6,267,366	113,366	6,092,154
Department of Transportation grant	359,512	359,512	359,512	-	1,702,618
Other revenue	115,700	105,000	102,718	(2,282)	566,449
Earnings on investments	60,000	140,000	142,891	2,891	122,302
Total Revenues	6,567,212	6,758,512	6,872,487	113,975	8,483,523
Expenditures:					
Operating supplies and miscellaneous	10,200	7,200	4,790	2,410	33,171
Professional services	816,688	825,688	800,931	24,757	749,701
Auditing	9,000	12,590	12,590	-	6,660
Sales tax collection fee	31,000	30,000	24,854	5,146	27,217
Contracted temporary labor	92,000	109,000	94,135	14,865	750
Airline guarantees	521,954	521,954	521,954	-	311,899
Ground transportation	2,888,000	3,148,000	3,143,128	4,872	2,605,067
Advertising and legal notices	15,000	10,000	9,515	485	8,261
Insurance and bonds	20,420	20,420	20,287	133	16,591
Repairs, maintenance, and fuel	1,150,000	1,156,000	1,089,107	66,893	913,708
Meals and lodging	12,000	6,000	2,132	3,868	807
Dues and meetings	25,000	25,000	29,037	(4,037)	19,196
Building repairs and maintenance	40,000	40,000	21,257	18,743	18,623
Treasurer's fees	75,000	66,000	62,080	3,920	87,046
Administrative services	313,220	13,220	13,220	-	12,519
Capital outlay	245,000	1,205,666	1,176,826	28,840	4,790,388
Total Expenditures	6,264,482	7,196,738	7,025,843	170,895	9,601,604
Change in Fund Balance:	302,730	(438,226)	(153,356)	284,870	(1,118,081)
Fund Balance - Beginning of Year			5,684,342		6,802,423
Fund Balance - End of Year			5,530,986		5,684,342

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS



Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024

I. Summary of Significant Accounting Policies

The Gunnison Valley Rural Transportation Authority (the "Authority") is a political subdivision incorporated under the laws of the State of Colorado. The purpose of the Authority is to fund and provide expanded mass transit and other transportation services including expanded air service in accordance with an intergovernmental agreement, explained below and in footnote V.A.1. – Intergovernmental Agreement.

The Authority was authorized on November 5, 2002, by Gunnison County's (the "County") electorate in a general election, which also established a sales tax within the Authority's boundaries. In 2015, the Authority's electorate approved to increase the sales tax within the Authority's boundaries to 1%. The Authority's boundaries include unincorporated Gunnison County, the Town of Crested Butte, the Town of Mt. Crested Butte, and the City of Gunnison. In order to improve intergovernmental efficiencies, the Authority has signed an intergovernmental agreement to establish a cooperative approach among the participating municipalities. This agreement is further explained in Note V.A.1. of these financial statements.

The Authority's financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP"), as applied to government units. The Governmental Accounting Standards Board ("GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP used by the Authority are discussed below.

A. Reporting Entity

The Authority is governed by an appointed Board, two by the Board of County Commissioners, two by the Gunnison City Council, two by the Town Council of Crested Butte and two appointed by the Town Council of Mt. Crested Butte. No additional separate governmental units, agencies, or non-profit corporations are included in the financial statements of the Authority since none were discovered to fall within the oversight responsibility based on the application of the following criteria: financial accountability, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Authority has agreed to have Gunnison County provide administrative functions, including management of the Authority's finances. However, Gunnison County neither receives benefit nor carries any burden of the Authority; therefore, the Authority is not a component unit of Gunnison County.

B. Government-wide and Fund Financial Statements

The Authority's basic financial statements include both government-wide (reporting the Authority as a whole) and fund financial statements (reporting the Authority's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental (i.e., normally supported by taxes and intergovernmental revenues) or business-type (i.e., relying to a significant extent on fees and charges for support) activities. Currently, the Authority performs only governmental activities.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements (continued)

1. Government-wide Financial Statements

In the Balance Sheet/Statement of Net Position, the Statement of Net Position column is reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The Authority's net position is reported in three parts – invested in capital assets, restricted and unrestricted. The government-wide focus is on the sustainability of the Authority as an entity and the change in the Authority's net position resulting from the current year's activities.

2. Fund Financial Statements

The financial transactions of the Authority are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses.

The fund focus is on current available resources and budget compliance.

The Authority reports only one fund - the General Fund - which accounts for all activities of the government. Transportation Authority sales tax revenues and other sources of revenue used to finance the fundamental operations of the Authority are included in this fund.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements.

1. Long-term Economic Focus and Accrual Basis

Governmental activities in the government-wide financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period (i.e., 60 days). Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt, if any, is recognized when due.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts

1. Cash and Cash Equivalents

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within 3 months of the date acquired.

2. Receivables

Receivables are reported net of an allowance for uncollectible accounts. However, no allowance for uncollectible accounts has been established, as the Authority considers all accounts to be collectible.

3. Capital Assets

Capital assets, which include land, improvements, and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the Authority as assets with an initial cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital expenditures for projects are capitalized as projects are constructed and completed. Interest incurred during the construction phase, if applicable, is not capitalized as part of the value of the fixed asset.

Improvements are depreciated over forty years and equipment is depreciated over ten years using the straight-line method.

4. Categories and Classification of Fund Balance, and Net Position

Governmental accounting standards establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, include Non-spendable, Restricted, Committed, Assigned, and Unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund Balance can have different levels of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the general fund. The general fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

The Authority classifies governmental fund balances as follows:

Non-spendable – includes fund balance amounts inherently non-spendable since they represent inventories, prepaid items, long-term portion of loans receivable, etc.

Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

I. Summary of Significant Accounting Policies (continued)

D. Financial Statement Accounts (continued)

4. Categories and Classification of Fund Balance, and Net Position (continued)

Spendable Fund Balance:

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority which is the Board of Directors.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the Board of Directors or its management designee.

Unassigned – includes residual positive fund balance within the General Fund which has not been classified within the other categories mentioned above. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The Authority uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the Authority would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The Authority does not have a formal minimum fund balance policy. However, the Authority's budget includes a calculation of a targeted reserve positions and management calculates targets and report them annually to the Board of Directors.

In the Balance Sheet/Statement of Net Position, net position represents the difference between assets and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net position is reported as unrestricted.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

I. Summary of Significant Accounting Policies (continued)

E. Significant Accounting Policies

1. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. Reconciliation of Government-wide and Fund Financial Statements

A. Explanation of differences between the governmental fund Balance Sheet and the government-wide Statement of Net position

The governmental fund Balance Sheet/Statement of Net Position includes an adjustment column. Explanations of the adjustments included in this column are as follows:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. \$14,948,711 represents \$20,040,305 of capital assets, net of accumulated depreciation of \$5,091,593 at December 31, 2024.

B. Explanation of differences between the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balance and the government-wide Statement of Activities

The governmental fund Statement of Revenues, Expenditures and Changes in Fund Balance/Statement of Activities includes an adjustment column. Explanations of the adjustments included in this column are as follows:

Governmental funds report capital outlays as expenditures when incurred. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. \$885,752 represents depreciation expense related to capital assets and \$1,490,297 related to capital asset additions in the current year.

III. Stewardship, Compliance, and Accountability

A. Budgets and Budgetary Accounting

In the fall of each year, the Authority's Board of Directors formally adopts a budget with appropriations by fund for the ensuing year pursuant to the Colorado Local Budget Law. The budget for the governmental fund is adopted on a basis consistent with U.S. GAAP. The Authority followed the required timetable noted below in preparing, approving, and enacting its budget for 2024.

- (1) On or before October 15, 2023, the Authority submitted to the Board a recommended budget that detailed the revenues necessary to meet the Authority's operating requirements.
- (2) After appropriate public notice and a required public hearing, the Board adopted the proposed budget and an appropriating resolution that legally appropriated expenditures for the upcoming year on or before December 15, 2023.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

III. Stewardship, Compliance, and Accountability (continued)

A. Budgets and Budgetary Accounting (continued)

- (3) After adoption of the initial budget resolution, the Authority may make the following changes: (a) it may approve supplemental appropriations to the extent of revenues in excess of the estimated in the budget; (b) it may approve emergency appropriations; and (c) it may reduce appropriations for which originally estimated revenues are insufficient.

All appropriations lapse at year end. The budgetary comparison statement reflects the original budget and the final budget after legally authorized revisions were made. During the year, there were no supplemental budget appropriations.

B. TABOR Amendment

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20, commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increases, a mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government.

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, and salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year revenue. As required by TABOR, the Authority has reserved \$222,000 of its fund balance in the General Fund for emergencies, which is the approximate required reserve at December 31, 2024.

The ballot question approved by voters on November 3, 2015, which increased the established Transportation Authority sales tax within the Authority's boundaries to 1%, also authorized the Authority to collect and spend the proceeds of the tax, investment income, and all other revenues, without regard to the limitations imposed by TABOR, effective January 1, 2016.

The Authority's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

IV. Detailed Notes on All Funds

A. Deposits and Investments

At December 31, 2024, the Authority's cash and cash equivalents were held by the Gunnison County Treasurer as an agent, but not in the Authority's name.

The Gunnison County Treasurer follows Colorado statutes specifying specific investment instruments meeting defined rating criteria in which local governments may invest, which include:

- Obligations of the United States and certain U.S. government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Banker's acceptances of certain banks
- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market mutual funds
- Guaranteed investment contract
- Local government investment pools

Risk to the Authority's deposits is generally limited to Interest Rate Risk, Credit Risk, and Concentration of Credit Risk. The Authority seeks to minimize these risks as follows:

Interest Rate Risk. As a means of limiting its exposure to interest rate risk, the Authority, through investment by the County, restricts the maximum investment term to less than five years from the purchase date. As a result of the limited length of maturities the Authority has limited its interest rate risk.

Credit Risk. State law and Authority policy limit investments to those authorized by State statutes including U.S. Agencies and 2a7-like pools. The Authority's general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and, in general, avoid speculative investments.

Concentration of Credit Risk. The Authority, through the County diversifies its investments by security type and institution. Investments may only be made in those financial institutions which are insured by the Federal Deposit Insurance Corporation, the Federal Home Mortgage Association, the Federal Savings and Loan Insurance Corporation, Congressionally authorized mortgage lenders and investments that are federally guaranteed.

B. Receivables

At December 31, 2024, the Authority's receivables of \$743,997 were comprised primarily of 2024 sales tax remitted to the Authority in 2025.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

IV. Detailed Notes on All Funds (continued)

C. Capital Assets

Capital asset activity for the year ended December 31, 2024, was as follows:

	<u>1/1/24</u>	<u>Additions</u>	<u>Deletions</u>	<u>12/31/24</u>
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 900,963	800,177	\$ -	\$ 1,701,140
Construction in progress	4,008,186	272,120	(313,471)	3,966,835
Total capital assets, not being depreciated	<u>4,909,149</u>	<u>1,072,297</u>	<u>(313,471)</u>	<u>5,667,975</u>
Capital assets, being depreciated:				
Improvements	861,228	313,471	-	1,174,699
Buildings	4,804,922	12,542	-	4,817,464
Vehicles	8,288,180	91,987	-	8,380,167
Total capital assets, being depreciated	<u>13,954,330</u>	<u>418,000</u>	<u>-</u>	<u>14,372,330</u>
Less accumulated depreciation for:				
Improvements	94,287	31,053	-	125,340
Buildings	337,874	188,251	-	526,125
Vehicles	3,773,680	666,448	-	4,440,128
Total accumulated depreciation	<u>4,205,841</u>	<u>885,752</u>	<u>-</u>	<u>5,091,593</u>
Total capital assets, being depreciated, net	<u>9,748,489</u>	<u>(467,752)</u>	<u>-</u>	<u>9,280,737</u>
Governmental activities capital assets, net	<u>\$ 14,657,638</u>	<u>\$ 604,545</u>	<u>\$ (313,471)</u>	<u>\$ 14,948,712</u>

V. Other Information

A. Agreements

1. Intergovernmental Agreement

Effective August 20, 2002, the Authority entered into an intergovernmental agreement (the "Agreement") with the Gunnison County, City of Gunnison, Town of Crested Butte and Town of Mt. Crested Butte pursuant to the Colorado Rural Transportation Authority Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended. This Agreement will remain effective indefinitely, unless the members agree in writing to terminate the Agreement or the Authority is otherwise reauthorized by the registered voters residing within the Authority boundaries.

The basic provision of the agreement is to finance, construct, operate and maintain an efficient, sustainable and regional multi-modal transportation system at any location or locations within or without the boundaries of the Authority, subject to compliance within the Act.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

V. Other Information (continued)

A. Agreements (continued)

2. Air Service

During 2023, the Authority entered into agreements with United Airlines in which the Authority guarantees that the airlines will receive minimum revenues for certain flights into Gunnison County Airport with contract dates ranging from December 2023 through March 2024. Under the agreements, the maximum guaranteed amount payable per agreement range from \$300,000 to \$607,431.

During 2024, the Authority entered into agreements with United, and American Airlines, in which the Authority guarantees that the airlines will receive minimum revenues for certain flights into Gunnison County Airport with contract dates ranging from December 2024 through March 2025. Under the agreements, the maximum guaranteed amount payable per agreement range from \$521,954 to \$526,755.

During 2024, the Authority recorded \$521,954 expense for estimated guarantee payments and received no refunds from previous estimated guarantee payments.

3. Transportation Service

In September 2015, the Authority executed an agreement with AEX, Inc. ("AEX"), to provide scheduled bus services between the City of Gunnison and the Town of Mt. Crested Butte. In addition to the transportation services, the agreement includes fees for fuel, bus maintenance, indoor storage for buses and snow removal from bus stops. All fees shall be adjusted annually by the Consumer Price Index ("CPI") for Denver-Aurora-Lakewood. The initial term of the agreement was for November 2015 through November 2016, and automatically renews for nine successive one-year terms. The fees for such services are outlined in the agreement.

During 2024, the Authority incurred \$3,143,128 of expenses with respect to services provided by AEX. The Authority had a balance of \$299,340 payable to AEX at December 31, 2024.

4. Management

In March 2018, the Authority executed an agreement with Truex Management Services, Inc. to perform management duties from January 1, 2018 through December 31, 2018. The agreement will automatically renew for four successive one-year terms. The annual management fee for the first year of the agreement is \$140,000, which is subject to an annual increase of 3%. In 2024, the Authority incurred \$194,688 relating to management fees.

Gunnison Valley Rural Transportation Authority
Notes to the Financial Statements
December 31, 2024
(continued)

V. Other Information (continued)

A. Agreements (continued)

5. Senior Transportation Services

During 2024, the Authority entered into separate agreements with Mountain Express and Gunnison Valley Hospital, to furnish transportation services to seniors of Gunnison County. The terms of both agreements go through December 31, 2024, and were subject to the Authority's Board of Directors making an appropriation during the budgeting process to set aside funds for these agreements. Expenses, unless otherwise pre-approved by the Authority's management, were not to exceed certain amounts for the term. For 2024, the set and incurred fee under the Mountain Express agreement was \$100,000 and \$71,565, respectively. For 2024, the set and incurred fee under the Gunnison Valley Hospital agreement was \$300,000 and \$381,157, respectively.

6. Consulting Agreement

In October 2017, the Authority entered into an agreement with Airplanners, LLC to provide marketing development and air service management and consulting services. The agreement is effective January 1, 2018, and has a term ending December 31, 2024. Compensation under the agreement includes an annual fee of \$96,000 payable in twelve equal monthly installments, reimbursement of reasonable and necessary travel expenses, and a bonus of 10% of any negotiated complementary air tickets for all airline contracts signed by the Authority. For 2024, the Authority incurred \$99,289 in expenses relating to services provided under this agreement.

B. Legal Claims

During the normal course of business, the Authority incurs claims and other assertions against it from various agencies and individuals. Management of the Authority and their legal counsel feel none of these claims or assertions are significant enough that they would materially affect the fairness of the presentation of the financial statements at December 31, 2024.

C. Risk Management

The Authority is exposed to various risks of loss related to torts; theft of; damage to and destruction of assets; and errors and omissions. The Authority has obtained coverage through contracting with an outside insurance agency for these risks and claims, if any, which are not expected to exceed covered amounts.



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The bus leaves from these selected stops at these times:

GUNNISON COMMUNITY SCHOOLS NORTHBOUND:

5:25 AM	8:00 AM	10:35 AM	1:45 PM	4:20 PM	7:40 PM
5:55 AM	8:30 AM	11:05 AM	2:15 PM	4:35 PM	8:10 PM
6:25 AM	8:45 AM	11:40 AM	2:30 PM	5:05 PM	8:45 PM
6:40 AM	9:00 AM	12:10 PM	3:00 PM	5:35 PM	9:15 PM
6:55 AM	9:15 AM	12:40 PM	3:15 PM	6:05 PM	9:45 PM
7:10 AM	9:35 AM	12:55 PM	3:30 PM	6:40 PM	10:15 PM
7:30 AM	10:05 AM	1:25 PM	3:50 PM	7:10 PM	

GUNNISON – SPENCER AND HWY 135 NORTHBOUND:

5:40 AM	8:15 AM	10:50 AM	2:00 PM	4:35 PM	7:55 PM
6:10 AM	8:45 AM	11:20 AM	2:30 PM	4:50 PM	8:25 PM
6:40 AM	9:00 AM	11:55 AM	2:45 PM	5:20 PM	9:00 PM
6:55 AM	9:15 AM	12:25 PM	3:15 PM	5:50 PM	9:30 PM
7:10 AM	9:30 AM	12:55 PM	3:30 PM	6:20 PM	10:00 PM
7:25 AM	9:50 AM	1:10 PM	3:45 PM	6:55 PM	10:30 PM
7:45 AM	10:20 AM	1:40 PM	4:05 PM	7:25 PM	

MT CRESTED BUTTE TRANSIT CENTER SOUTHBOUND:

6:40 AM	9:15 AM	11:50 AM	3:00 PM	5:35 PM	8:55 PM
7:10 AM	9:45 AM	12:20 PM	3:30 PM	5:50 PM	9:25 PM
7:40 AM	10:00 AM	12:55 PM	3:45 PM	6:20 PM	10:00 PM
7:55 AM	10:15 AM	1:25 PM	4:15 PM	6:50 PM	10:30 PM
8:10 AM	10:30 AM	1:55 PM	4:30 PM	7:20 PM	11:00 PM
8:25 AM	10:50 AM	2:10 PM	4:45 PM	7:55 PM	11:30 PM
8:45 AM	11:20 AM	2:40 PM	5:05 PM	8:25 PM	

CRESTED BUTTE 4-WAY STOP SOUTHBOUND:

6:48 AM	9:23 AM	11:58 AM	3:08 PM	5:43 PM	9:03 PM
7:18 AM	9:53 AM	12:28 PM	3:38 PM	5:58 PM	9:33 PM
7:48 AM	10:08 AM	1:03 PM	3:53 PM	6:28 PM	10:08 PM
8:03 AM	10:23 AM	1:33 PM	4:23 PM	6:58 PM	10:38 PM
8:18 AM	10:38 AM	2:03 PM	4:38 PM	7:28 PM	11:08 PM
8:33 AM	10:58 AM	2:18 PM	4:53 PM	8:03 PM	11:38 PM
8:53 AM	11:28 AM	2:48 PM	5:13 PM	8:33 PM	

CB SOUTH – RED MOUNTAIN PARK NORTHBOUND:

6:06 AM	8:41 AM	11:16 PM	2:26 PM	5:01 PM	8:21 PM
6:36 AM	9:11 AM	11:46 PM	2:56 PM	5:16 PM	8:51 PM
7:06 AM	9:26 AM	12:21 PM	3:11 PM	5:46 PM	9:26 PM
7:21 AM	9:41 AM	12:51 PM	3:41 PM	6:16 PM	9:56 PM
7:36 AM	9:56 AM	1:21 PM	3:56 PM	6:46 PM	10:26 PM
7:51 AM	10:16 PM	1:36 PM	4:11 PM	7:21 PM	10:56 PM
8:11 AM	10:46 PM	2:06 PM	4:31 PM	7:51 PM	

CB SOUTH – RED MOUNTAIN PARK SOUTHBOUND:

7:00 AM	9:35 AM	12:10 PM	3:20 PM	5:55 PM	9:15 PM
7:30 AM	10:05 AM	12:40 PM	3:50 PM	6:10 PM	9:45 PM
8:00 AM	10:20 AM	1:15 PM	4:05 PM	6:40 PM	10:20 PM
8:15 AM	10:35 AM	1:45 PM	4:35 PM	7:10 PM	10:50 PM
8:30 AM	10:50 AM	2:15 PM	4:50 PM	7:40 PM	11:20 PM
8:45 AM	11:10 AM	2:30 PM	5:05 PM	8:15 PM	11:50 PM
9:05 AM	11:40 AM	3:00 PM	5:25 PM	8:45 PM	



MEMO

August 8, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

**Re: Possible addition of solar panels to the W. Evans
Maintenance Facility**

Board Members,

Last month, Danny Bartelli approached me about the idea of putting solar panels on the roof of the W. Evans Maintenance Facility to cover the electricity use of the facility. He then connected me with a company that does these solar installations in the valley and I've had several conversations with their team.

It looks like we would need a 28 Kw system (+/-) and that the cost of doing this project would be approximately \$105k - \$110k. This could save approximately \$5k in electrical costs per year (currently paid by Destination Systems) at current energy rates.

I think that aside from the cash savings, it would be a good idea for us to do the project as an environmental leader in the valley.

If we decide to move forward, we would need to gather at least three quotes for the project and then come back to you with a recommendation of a contractor to work with. I would ask Mike Patterson to take the lead on gathering quotes and for assistance with the recommendation.

We are looking for direction from the Board as to whether or not we should pursue this solar idea, and if so, should we try to get it finished this year or wait and put it into next year's budget.

I look forward to our discussion and please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director