

RESOLUTION NO. 39-98

A JOINT RESOLUTION OF THE COUNTY OF MESA AND THE CITY OF GRAND JUNCTION WHEREBY THE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF GRAND JUNCTION ENTER INTO AN AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION DEVELOPMENT, FOR THE PROVISION OF TRANSPORTATION SERVICES.

WHEREAS, The City and County have been designated by the Governor as the Metropolitan Planning Organization for the Grand Junction/Mesa County Urbanized Area; and

WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes authorizes the parties to contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, The City and County realize the importance of both short and long range planning in the development of an efficient transportation system, and are both aware that it is the responsibility of the Metropolitan Planning Organization to perform those planning functions; and

WHEREAS, the State of Colorado desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa County Transportation Planning Region (TPR) not participating in the Grand Junction/Mesa County Metropolitan Planning Organization to the Grand Junction/Mesa County Metropolitan Planning Organization; and

WHEREAS, the Grand Junction/Mesa County Metropolitan Planning Organization desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating in the Grand Junction/Mesa County Metropolitan Planning Organization; and

WHEREAS, the Grand Junction/Mesa County Metropolitan Planning Organization desires to receive SPR funds apportioned to the State by the Federal Government in accordance with

23 U.S.C. Sections 104 and 307 ( c) to be administered by the State and to be spent by the Grand Junction/Mesa County Metropolitan Planning Organization on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and 43-1-1103 C.R.S.

NOW THEREFORE BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA, COLORADO AND THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the 1999 Regional Planning Assistance Contract, hereunto attached, is approved by the Board of County Commissioners of the County of Mesa, Colorado on June 15, 1998, and by the City Council of the City of Grand Junction, Colorado on June 17, 1998.

CITY OF GRAND JUNCTION

COUNTY OF MESA

/s/ Janet Terry  
President of the Council  
Grand Junction City Council

/s/ James R. Baughman  
Chairman of the Board  
Mesa County Board of Commissioners

17th day of June, 1998

15th day of June, 1998

Attest:

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Monika Todd  
County Clerk

REGIONAL TRANSPORTATION PLANNING  
Grand Junction/Mesa County MPO  
TPR

## CONTRACT

THIS CONTRACT, made this 14th day of July 1998, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation (CDOT), Division of Transportation Development, hereinafter referred to as "the State", and the Grand Junction/Mesa County MPO, PO Box 20,000-5013, Grand Junction, CO 81502-5013, created under powers set forth in §§43-1-1102(5) C.R.S., hereinafter referred to as "the contractor".

WHEREAS, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available to FEIN Number 816000789L, in COFRS Fund 400, Organization 9991, Appropriation Code 010, Program 5000, Function 1441 Object 5180-1 (P), Reporting Category 0510, Project 12261, Phase 8, TOTAL ENCUMBRANCE IS \$18,111.00 EXACTLY; and

WHEREAS, required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and,

WHEREAS, general purpose local governments within the TPR as defined in the intergovernmental agreement of the contractor, have agreed that the Contractor shall assume responsibilities, in cooperation with the State and in accordance with §§30-28-105 and 43-1-1103(1) C.R.S. and 23 U.S.C. Section 135; and,

WHEREAS, pursuant to 23 U.S.C. Section 134, federal legislation provides for the designation of metropolitan planning organizations (MPOs) for urbanized areas of more than 50,000 population by agreement among the Governor and units of general purpose local government to carry out the transportation planning process; and,

WHEREAS, pursuant to 23 U.S.C. Section 135, federal legislation requires the Colorado Department of Transportation to develop a long-range State transportation plan which incorporates the regional transportation plans prepared by the MPOs; and,

WHEREAS, pursuant to §43-1-1103 (5) C.R.S., state legislation requires the CDOT to integrate and consolidate regional transportation plans into a comprehensive state transportation plan; and,

WHEREAS, §43-1-1101 C.R.S. identifies Regional Planning Commissions (RPC) for the TPRs as the proper forum for regional transportation planning; and,

WHEREAS, pursuant to §43-1-1103(3)(a) C.R.S., the RPCs, in cooperation with the State and other governmental agencies, are responsible for carrying out continuing, cooperative, and comprehensive transportation planning for the TPRs; and,

WHEREAS, pursuant to §§43-1-1102(7) and 43-1-1103(5) C.R.S., the State has developed Rules at 2 CCR 604-2 ("the Rules") which identify the TPRs and set forth the process through which RPCs for the TPRs can develop, amend, and update regional transportation plans for integration by the CDOT into a comprehensive state transportation plan; and,

WHEREAS, the Regional Transportation Plan is complete and will be updated on a five year cycle pursuant to Section VII of the Rules; and

WHEREAS, the Regional Transportation Plan may be amended pursuant to Section VII of the Rules during intervening years so as to reflect changing conditions and maintain consistency with the long range state transportation plan and the State Transportation Improvement Program (STIP): and,

WHEREAS, the State receives on an annual basis federal State Planning and Research funds (SPR funds) for purposes including statewide planning, the planning of future highway programs and local public transportation systems, and plans for the implementation of such programs: and,

WHEREAS, the State desires to delegate its responsibility for assessing the transportation needs for any jurisdictions within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Grand Junction/Mesa County RPC desires to conduct regional transportation planning for any jurisdiction within the Grand Junction/Mesa County TPR not participating on the Grand Junction/Mesa County RPC; and,

WHEREAS, the Contractor desires to receive SPR funds apportioned to the State by the Federal Government in accordance with 23 U.S.C. Sections 104 and 307(C) to be administered by the State and to be spent by the Contractor on activities associated with the statewide transportation planning process carried out in accordance with 23 U.S.C. Section 135 and §43-1-1103 C.R.S.; and

WHEREAS, the funding has been approved and budgeted for use by the Contractor in the Fiscal Year 1999 SPR PR99-001 and the Federal Fiscal Year\_1999 SPR PR 99-001 Work Program; and,

WHEREAS, the Contractor desires to be responsible for the expenditure of the SPR funds for carrying out activities associated with the statewide transportation planning process, for the period beginning with the executed date of the contract through June 30, 1999 (the Program Period); and,

WHEREAS, the program period may be extended by written mutual agreement of the parties; and,

WHEREAS, the Contractor desires to perform the work described in the Rural Planning Work Program (Exhibit A) and the Rural Planning Work Scope (Exhibit B) and has agreed to monitor the progress and costs of the work in order to stop performance prior to incurring costs in excess of \$18,111.00; and is the only entity empowered with this responsibility; and,

WHEREAS, this contract is entered into pursuant to the authority of §§43-1-106, 43-1-224, 30-28-105, 29-1-203 and 24-103-205 C.R.S.;

NOW, THEREFORE, the parties hereto mutually agree to carry out the necessary continuing, cooperative, and comprehensive transportation planning within the Grand Junction/Mesa County TPR as more specifically described herein. The parties agree:

### **I. SCOPE OF WORK**

- A. The intergovernmental agreement creating the Contractor under C.R.S. 30-28-105, the Statewide Transportation Planning Process and Transportation Planning Regions rules (2 CCR 604-2, “the Rules”), and the Code of Federal Regulations (CFR 23, Part 172 and CFR 49, Part 18) regarding administration of negotiated contracts are made a part of this contract by reference. Also, the State Special Provisions, Exhibit A (the Rural Planning Work Program), and Exhibit B (the Rural Planning Work Scope) are attached hereto and incorporated herein as terms and conditions of this contract by this reference:
- A. In the event of a conflict between CFR 23, Part 172 and/or CFR 49, Part 18 and the provisions of this contract proper of the attachments hereto; CFR 23, Part 172 and CFR 49, Part 18 shall control to the extent of such conflict. However, the provisions of 23 U.S.C. Section 135 take precedence over any conflicting terms of this contract. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to the Contractor or the State.
- A. The contractor shall cooperatively undertake the activities related to the statewide transportation planning process, set forth in Sections IV, V VI, VII and VIII of the Rules and perform the tasks identified in Exhibit A and Exhibit B for the expenditure of SPR funds during the Program Period.
- A. The contractor shall provide the mechanism for funding the tasks during the Program Period for the SPR finds to be expended to implement the planning process in the TPR.
- A. The contractor shall assure that SPR fund spent during the Program Period for those tasks identified in Exhibit A and Exhibit B are spent in accordance with all applicable State and Federal requirements and with the terms of this contract.

- A. The contractor shall assure that the management of the Rural Planning work Program will be accomplished.
- B. The Contractor shall provide the products and services identified in Exhibit A and Exhibit B to the state by the specified date(s).
  
- A. The Contractor shall take all reasonable steps to obtain the necessary staff or consultant services required to carry out all tasks described and identified in Exhibit A, Exhibit B, and Section I. The selection for consultant services shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Contractor to secure consultant services must be reviewed and approved by the State prior to release. The Contractor shall obtain written authorization from the State before executing any contract for consultant services which utilizes SPR funds.
  
- A. Within 30 days after the end of the Program period, the Contractor will provide to the State a final accomplishment report of the Rural Planning Work Program tasks performed under this contract. It shall include, but not be limited to: (1) final accomplishments by task; (2) status of uncompleted products; and, (3) actual expenditures for the Program Period. The State Contract Administrator has the right to disallow any costs incurred by the Contractor which are not consistent with or in compliance with the authorized tasks of Exhibit A and Exhibit B.
  
- A. The progress and cost data associated with tasks described in Exhibit A, Exhibit B, and Section I shall be monitored by the State at least quarterly. The State will provide at least one week's notice the date and time of any meeting.

## **II. COMPENSATION (Obligation, Billing)**

- A. The contractor shall bill the State for the allowable cost of those tasks eligible for SPR funds identified in Exhibit A and Exhibit B. Billings shall be rendered by the contractor to the State on a regular basis, provided that such basis shall be at least quarterly. All billings shall include a statement of direct charges, and an invoice for the amount of reimbursable SPR expenditures by Work Program task incurred during the reporting period. The State shall promptly pay the contractor's bills for expenditures incurred in performance of tasks described in Section I, and subject to conditions specified in Section II, Paragraphs B and C.
  
- A. The State's obligation under this contract shall not exceed the maximum amount of \$18,111.00 unless a supplemental agreement is executed to increase such amount prior to additional costs being incurred. The contractor shall be solely responsible for all expenses incurred before the execution of this contract. In addition, the contractor shall be solely responsible for all costs incurred which are either not allowable or which exceed the total estimated costs without a prior executed supplemental agreement.
  
- A. Allowable costs shall be limited to those necessary to carry out the tasks described in Exhibit A, Exhibit B, Section I, and as provided in applicable Federal Regulations as

determined by the State. These include direct costs such as the costs of computer services, salaries, technical supplies, and reproduction; public participation-related costs including mailing costs, and public opinion surveys; State Transportation Advisory Committee Member travel costs; and consultant contracts.

### **III. GENERAL PROVISIONS**

- A. For the purpose of this Contract, Mr. Al Akell is hereby designated representative of the State and Cliff Davidson is hereby designated representative of the contractor. Either party may from time to time designate in writing new or substitute representatives or new addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below:

To CDOT:

Al Akell  
Program Management Branch  
  
Colorado Department of Transportation  
2401 E. Arkansas Avenue  
Denver, CO 80222

To The Contractor:

Cliff Davidson  
Grand Junction/Mesa  
County MPO  
PO Box 20,000-5013  
Grand Junction, CO 81502-5103

- A. The parties aver that, to their knowledge, their employees have no interest in and shall not acquire an interest in, directly or indirectly, which would conflict in any manner or degree with the performance and services required to be performed under this contract. The parties further promise that they will not employ any person having an outside interest in the performance of this contract.
- A. The Contractor warrants that it has the authority to enter into this contract under the intergovernmental agreement which forms the RPC within the Grand Junction/Mesa County TPR and that it has taken all appropriate actions to lawfully execute such authority. The Contractor shall be responsible for all claims and liabilities resulting from the Contractor's acts or omissions, or the acts or omissions of consultants, subcontractors, agents, or employees of the Contractor.
- A. (1) Data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials produced or developed pursuant to this contract shall become the property of the Contractor, except as set forth herein; also, the Contractor is hereby authorized to copyright and market computer software produced under this contract. All proceeds from the sale of products or service developed under this contract must be returned to the Statewide Transportation Planning Process. Notwithstanding the foregoing, the State and FHWA shall, without costs to them, have the royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, all such materials for State and U.S. government purposes. In addition, the State and U.S. Government shall have the right to use, duplicate, or disclose technical data and computer

software produced under this contract in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. However, should the Contractor choose to market computer files an/or software produced under this project, the State agrees to refer inquiries concerning such materials to the Contractor.

- (2) All information, data, reports, records, and maps which are developed by the Contractor for carrying out the Rural Planning Work Program within the Grand Junction/mesa County TPR, shall be made available in sufficient copies (not to exceed fifteen) to the State and FHWA, and directed by the State.
  - (2) All reports pertaining to the performance of this contract shall be reviewed and approved pursuant to the procedures established under the Rules, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the Statewide Transportation Planning Process.
  - (2) The Contractor and any consultants shall maintain all books, records, and other documentation pertaining to authorized Rural Planning Work Program tasks and to completely substantiate all costs incurred during the Program Period for a period of three years from the date of termination of this contract. These records shall be made available for inspection and audit to the State, FHWA, or the Comptroller General of the United States, and copies thereof shall be furnished, if requested. The Contractor shall include this record keeping/audit requirement in any contract with any consultant employed to perform Rural Planning Work Program tasks by expressly requiring the Consultant to comply with this requirement.
  - (2) The State and FHWA are specifically authorized to review and inspect at all reasonable times all such records, and all technical and financial aspects of the tasks described in Exhibit A and Exhibit B. FHWA will arrange such reviews and inspections through the State.
- A. The Special Provisions attached hereto are incorporated herein by this reference.
  - A. Either party has the right to withdraw from this contract by giving written notice to the other party at least 60 days in advance of such withdrawal, whereupon the contract shall terminate at the expiration of the period of notice.
  - A. Officers, members, or employees of the parties and members of the governing body of the localities in which the planning program is situated or being carried out, who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this contract, shall not: (1) participate in any decision related to this contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested; or, (2) have any interest, directly or indirectly, in this contract or the proceeds thereof.



- B. The term of this contract shall begin on the executed date and extend through June 30, 1999.
- I. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
- J. This Contract is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal rules.
- J. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- J. Neither party may assign its rights or duties under this Contract without the prior written consent of the other party.
- J. The Contractor represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize the undersigned signatory for the Contractor to lawfully execute this Contract on behalf of the Contractor and to bind the Contractor to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first above written.

**STATE OF COLORADO, COLORADO DEPARTMENT OF TRANSPORTATION**

ATTEST:

By: \_\_\_\_\_  
Guillermo "Bill" Vidal  
Executive Director, CDOT

By: \_\_\_\_\_  
Chief Clerk

By: \_\_\_\_\_  
Jennifer Finch  
Director, DTD

APPROVED:

GALE A. NORTON  
Attorney General

By: \_\_\_\_\_  
Clifford W. Hall  
State Controller

By: \_\_\_\_\_  
Barry Ryan  
Assistant Attorney General  
  
Natural Resources Division

**GRAND JUNCTION/MESA COUNTY MPO**

By: /s/ James R. Baughman  
\_\_\_\_\_  
Chairman  
Board of County Commissioners

By: /s/ Janet L. Terry  
\_\_\_\_\_  
Mayor  
City of Grand Junction

By: /s/ Monika Todd  
\_\_\_\_\_  
County Clerk and Recorder

By: /s/ Stephanie Nye  
\_\_\_\_\_  
City Clerk

## EXHIBIT A

### RURAL PLANNING WORK PROGRAM

The purpose of this exhibit is to present detailed procedures for the continuation of the statewide transportation planning process within the Transportation Planning Regions.

#### TASK I - STATEWIDE TRANSPORTATION ADVISORY COMMITTEE (STAC)

**Purpose:** For the STAC representative from the Grand Junction/mesa County MPO to attend regularly scheduled meetings and carry out the other duties of the STAC pursuant to Section 43-1-1104 C.S.R., as amended and to Section V. of the Rules for the Statewide Planning Process (2 CCR 604-2).

**Method:**

1. Review and comment on Regional Transportation Plans.
2. Review and provide a recommendation to the Department on whether the plans, amendments, and updates to these plans meet the requirements of sections V-A of the Rules.
2. Assist in resolving conflicts which arise between TPRs, or between the Department and a TPR.
2. Make recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTP) into the State Transportation Plan.
2. Provide advice to the Department on Colorado's mobility requirements by furnishing regional perspectives on transportation problems requiring statewide solutions.
2. Make recommendations to Planning Organizations and the Department that will improve modal choice, linkages between modes, and transportation system continuity.

#### TASK 2 - PUBLIC PARTICIPATION

**Purpose:** For the Grand Junction/Mesa County MPO in cooperation with the Department in Carrying out the Statewide Pubic Participation Process for Transportation Planning pursuant to Section VI-A of the Rules for the Statewide Planning Process (2 CCR 604-2).

1. Cooperate with the Department in providing reasonable notice and

opportunity to comment on upcoming state transportation planning related activities and meetings.

1. Provide annual recommendations on the TPR project priorities for the STIP through the Project Priority Programming Process.
1. Cooperate with the Department in facilitating public meetings in the TPR pursuant to Section VI-A (6) of the Rules for the Statewide Planning Process 92 CCR 604-2).
1. Review and comment on draft Statewide Transportation Improvement Programs.
1. Prepare responses to significant issues raised at required public meetings within the TPR concerning the RTP pursuant to Section VI-A of the Rules for the Statewide Planning process (2 CCR 604-2).

### TASK 3 - STATEWIDE TRANSPORTATION PLAN REVIEW

**Purpose:** Provide input on the integration and consolidation of regional plans with the Statewide Transportation Plan.

**Method:** Review and provide comment, through the STAC representative, on elements of the Statewide Transportation Plan, including proposed criteria for incorporating projects into the Statewide Transportation Plan, drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to Section 43-1-1103 (3) (a) C.S.R.

### TASK 4 - REGIONAL TRANSPORTATION PLAN AMENDMENTS

**Purpose:** Circumstances altering the transportation systems planning factors upon which the RTP is based may change the TPRs project priority recommendations to the Department and require amending the RTP.

**Method:** Amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 604-2).

## **EXHIBIT B**

### **RURAL PLANNING WORK SCOPE**

The purpose of this exhibit is to present detailed procedures for the preparation of an update to the Regional Transportation Plan. This process will provide a twenty year plan addressing transportation needs in the Grand Junction/mesa County Transportation Planning Region (TPR).

#### **TASK 1 - PROJECT ORGANIZATION**

Purpose: This task will identify the key participants in the planning process and will establish the relationship between these participants. In this initial stage, a final approach to the work tasks will also be agreed upon.

1.1 Establish a Working Group (WG) including members of the Regional Planning Commission (RPC), and at least one technical staff member from each participating county, municipality and the Colorado Department of Transportation (CDOT).

1.2 Develop operating procedures for interaction between the consultant, the WG, and the main body of the RPC.

1.3 Review and discuss any unclear or unresolved work tasks, technical approaches, or work products with the RPC/WG. Finalize and agree upon the work plan before proceeding.

1.4 Clarify and agree upon all expectations of the RPC/WG members regarding provision of data or assistance to the consultant.

#### **TASK 2 - PUBLIC PARTICIPATION PROCESS**

Purpose: The public participation component of the regional transportation plan provides the opportunity for citizens to become more involved and understanding of the process used in the development of transportation projects, both in their region and the state. Early identification of issues and problems and cooperative solution-building efforts can reduce the potential for conflict later in the transportation planning process. Following existing state and federal laws, rules and regulations and the Public Participation section in the *Colorado Regional Transportation Planning Guidebook*, develop a public participation process consistent with the above in the development of the Regional Transportation Plan (RTP).

2.1 Develop and document a process that allows for citizens of the region to be kept informed and involved on a continual basis **and** a process that facilitates cooperation and consensus-building in the development of the RTP.

2.2 Document public meetings, prepare minutes, and a roster of attendance of all meetings relating to the development of the RTP.

### **TASK 3 - REGIONAL VALUES, VISION, GOALS, OBJECTIVES AND STRATEGIES**

Purpose: This task will result in a agreed upon list of transportation goals and objectives for the RPC. These goals and objectives will be uses to evaluate transportation alternatives being considered in the development of the RTP.

3.1 Work to incorporate “5 Themes” underpinning development of the State 2020 Plan.

3.2 Work to develop an initial “vision” of the future of the region.

3.3 Work to identify a list of the issues with which the region will need to deal with in order to achieve its “vision”. Categorize these issues into general groups by level of significance to the region.

3.4 Work to prepare a series of transportation goals and objectives for the region.

3.5 Present these preliminary lists of issues and goals in the first series of public workshops and revise accordingly.

3.6 Present and discuss these lists of issues and goals with the RPC and finalize the lists with their input.

### **TASK 4 - INVENTORY OF EXISTING TRANSPORTATION SYSTEM**

Purpose: This multi-modal inventory will serve as a baseline survey of all existing transportation facilities and services in the region. It will delineate the existing transportation services provided to the area. This existing transportation network will serve as a base for projecting future transportation investments to the system. Most of this information should be available from the Transportation Planning Data Set or from ongoing and recently completed CDOT studies.

4.1 Compile existing roadway inventory data. Such data shall include roadway miles, traffic volumes (passenger/truck), volume./capacity relationships, traffic composition, accident histories, surface conditions, and bridge structure conditions. A review of existing functional classification maps will be performed. If information gaps are identified, the counties will be asked to supplement this information as much as possible from their data sources.

4.2 Gather data on the public transportation services provided in the region. This information shall include detailed information on the operating and physical

characteristics of the fixed route and special service providers within the Transportation Planning Region (TPR). The resources of the CDOT Transit Unit and the Colorado Association of State Transit Agencies should be used in developing the public transit profile.

4.3 Bicycle facilities of all types will be inventoried. These will include bike lanes, bike routes, and other popular on-street facilities, as well as off-street bike paths. This information will be compiled from local plans, the CDOT bicycle coordinator and from bicycle organizations in the area.

4.4 Rail infrastructure, including type and condition of rail and service frequency (passenger/freight) in the region, will be surveyed and documented. Issues concerning abandonments, mergers and alternative transportation uses of existing rail lines should be identified. Primary contracts should include the CDOT modal branch, railroads that are currently or anticipating providing service within the state.

4.5 The Division of Aeronautics will provide financial, operating and physical data on the airports within the region. This information should include at a minimum the location of aviation facilities, level of commercial and private air service provided, and passenger boardings and arrivals. If the Division is unable to provide this information, it will be gathered through direct contacts with management of all of the airports.

## **TASK 5 - SOCIOECONOMIC AND ENVIRONMENTAL REGIONAL PROFILE**

Purpose: This task will develop a population, employment, and environmental profile of the region that will be used as the basis for projecting future travel demand and potential environmental concerns. CDOT will provide U.S. Census Bureau and State Demographic information in the Transportation Planning Data Set.

5.1 Compile the most current and future population, household, employment and other pertinent data from federal, state and local sources.

5.2 Gather all other available socioeconomic reports and studies for the region. These reports and studies should include both public and privately funded documents that reflect existing and future regional population growth and economic development. At a minimum, these should include regional, count and local comprehensive plans, regional overviews and reports produced by federal and state agencies and privately produced documents that relate to population and regional economic growth. This information will be reviewed for consistency by the RPC/WG and a composite set of projections will be developed for the RPC for use in plan development.

5.3 Identify all major activity centers in the region and compile characteristic data on these centers. Such centers could include major shopping areas, employment

centers, distribution centers, higher education centers, health care facilities, government centers, national, state and local parks, and correctional facilities etc.. Identification of these centers may be a critical component of the travel demand forecasting methodology.

5.4 Perform an environmental scan to identify all environmentally sensitive areas including wetlands, air quality non-attainment areas and historic and archeological sites that potentially could be adversely impacted by future proposed transportation investments in the region.

## **TASK 6 - MOBILITY DEMAND ANALYSIS**

Purpose: In this task, the RPC/WG will estimate future travel demand in the region based on anticipated growth. The methods that could be used in developing travel demand are briefly discussed in the Regional Transportation Planning Guidebook. While the development of a full scale transportation forecasting model is an option, it is believed that a less costly and more cost effective method should be used to estimate travel demand in the rural Transportation Planning Regions.

6.1 An estimate of future traffic volumes on the regional highway system will be made. The use of CDOT's 20 year expansion factors should be used to establish the base case to determine if a more sophisticated technique for developing travel demand should be used.

6.2 future travel demand for alternative modes of travel will be developed on the basis of previous user levels on comparable systems in the region or on the basis of similar services in other communities in Colorado or other locations. For example, transit systems and small airports in other regions of the state should be used as measures to develop preliminary patronage figures. Where appropriate, the *Colorado Passenger Rail Feasibility Study* and the *Colorado Transit Needs and Benefits Study* should be consulted.

## **TASK 7 - ALTERNATIVES ANALYSIS**

Purpose: This task will identify and analyze the various modal options and all cost associated with their development for meeting the mobility demand of the TPR.

7.1 In each corridor identified as needing capacity improvements, an analysis should be done to determine the potential for mode or modal combinations to address corridor and regional mobility needs. The analysis should, at minimum, evaluate capacity, roadway geometry, passenger/freight carrying capacity and safety issues for each alternative.

## **TASK 8 - PREFERRED PLAN**



Purpose: The Result of this task will be an identification of the elements of a preferred 20-year transportation plan for the region. These transportation projects will be chosen on the basis of need and each project's ability to achieve the desired goals and objectives of the regional transportation plan.

8.1 The RPC/WG will develop the needs by mode for the TPR.

8.2 Assess alternative transportation solutions to meet these needs in a systems context.

8.3 Based on the above assessment, the RPC/WG will identify all transportation projects that make up the TPR's preferred Colorado 20-year Transportation Plan (2001-2020).

8.4 Identify local needs, not specific projects, and express those needs in terms of total dollars for the TPR as described in the *Colorado Regional Transportation Planning Guidebook*.

## **TASK 9 - PRIORITIZATION PROCESS**

Purpose: Since the preferred project listing will far exceed existing and future revenues, it is important that the RPC have a method to compare projects objectively in developing a financially constrained transportation plan. The RPC/WG will develop a list of relevant technical transportation and transportation related criteria to aid in objectively ranking the projects identified in the region's preferred regional transportation plan.

9.1 The RPC/WG is to establish criteria for ranking proposed transportation projects. It is important that early development and acceptance of criteria be established so that all projects are assessed in a consistent manner. However, it is also important for these criteria to be somewhat general in nature so that they have the ability to relate across modes of travel.

9.2 The RPC/WG is to establish a ranking of the proposed projects in relation to how they best meet the objectives of the region (a suggested prioritization process is included in **Step IX** of the *Colorado Regional Transportation Planning Guidebook*).

## **TASK 10 - FINANCIALLY CONSTRAINED TRANSPORTATION PLAN**

Purpose: It is important that Colorado's 20-Year Transportation Plan and each RTP realistically recognize the likely funding levels from all sources that will be available to implement the plan. The purpose of this task will be to modify the preferred RTP

to reflect those elements of the plan that could be implemented within the anticipated funding availability over the plans 20 year time frame.

10.1 To realistically assess potential revenues from state and federal sources, obtain from CDOT an estimate of the CDOT regional allocation that may be available to the entire CDOT region over the 20-year period.

10.2 Identify any additional sources of funds which may be available and determine whether they can be included as potential revenue available to the region. These other sources could include private revenues or a best estimate of future local government contributions.

10.3 The RPC/WG will develop a constrained RTP based on Step X of the *Colorado Regional Transportation Planning Guidebook*.

## **TASK 11-DRAFT REGIONAL TRANSPORTATION PLAN**

Purpose: The purpose of this task is to develop a Draft RTP following the guidelines set forth in the *Colorado Regional Transportation Planning Guidebook*.

11.1 Prepare a preliminary version of the Draft RTP for review by the RPC by no later than May 1, 1999.

11.2 Present both the draft preferred and constructed plans at either a public meeting, public forum, or open house.

11.3 Obtain review comments of the Draft RTP and finalize the Draft RTP before submitting the document to CDOT by no later than July 1, 1999.

## **TASK 12 - FINAL REGIONAL TRANSPORTATION PLAN**

Purpose: This task will result in the Final RTP and the TPR's component of Colorado's 20-Year Transportation Plan. The Final RTP will reflect reviews made by the RPC, the Public, CDOT and the State Transportation Advisory Committee and where appropriate, including those suggested changes to the RTP.

12.1 The RPC/WG, within sixty days of receiving comments from CDOT on the draft RTP, will incorporate all comments and submit the Final RTP to CDOT no later November 1, 1999.

12.2 The RPC/WG will provide 12 copies of the Final RTP to CDOT.

## SPECIAL PROVISIONS

### CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State

### FUND AVAILABILITY

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

### INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Acton of April 16, 1975, and by the ruled, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The contractor will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contractor or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### COLORADO LABOR PREFERENCE

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102)

#### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

9. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein: