

VOLPE AGREEMENT NO. VPK8

BETWEEN

THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
OFFICE OF THE ASSISTANT SECRETARY FOR RESEARCH AND TECHNOLOGY
VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER

AND

THE CITY OF COLORADO SPRINGS

The Agreement between the aforementioned parties is for the Office of the Assistant Secretary for Research and Technology, Volpe National Transportation Systems Center (Volpe Center) to perform in accordance with the Statement of Work (SOW), subject to the terms and limitations detailed herein.

I. STATEMENT OF WORK

(See Attachment A).

II. PERFORMING ORGANIZATION

The work shall be performed by the Volpe Center, including such support service contractors and other contract support as the Volpe Center deems necessary. Work will be undertaken in accordance with the attached SOW that is incorporated into the Agreement.

III. PERIOD OF PERFORMANCE

Work shall commence upon receipt of funds. Work shall continue until it is completed. The Volpe Center's intent is that all work detailed in the SOW will be completed by March 1, 2022. If additional time becomes necessary to complete this work within the funding provided, the parties may agree in writing to extend the period of performance. Provided remaining funds are sufficient to cover remaining performance and closeout costs, such extension shall be at no additional cost to the City of Colorado Springs ("The City").

IV. FUNDING

Work shall be on a BEST EFFORT (not fixed price), NO FEE BASIS; charges will reflect only actual costs and no profit. The amount indicated below is the Volpe Center's estimate of the funds needed to accomplish the tasks detailed in the SOW. Should the work be accomplished, or

terminated, before funds are exhausted, the balance will be returned by mutual agreement between the Volpe Center and the City and consistent with paragraph VIII – Termination of Work. Should funds be exhausted, all work will stop at that point unless and until additional funds are provided.

Performance of the work called for in the attached SOW is estimated to cost \$70,000. This estimate includes actual direct and indirect costs associated with the tasks as specified in the SOW, including their execution, management, and administration.

V. ADVANCES

Funds shall be advanced before work is initiated in accordance with the Volpe Center’s authorizing legislation, 49 USC §328. Advances will be made in accordance with the following schedule. Should funds become exhausted, work will cease unless and until such time as the next advance is received.

The Volpe Center will bill the City in accordance with the following schedule of advances or more frequently as required via SF-1115 (Bill for Collection) or any specific form required by the City.

<u>SCHEDULE OF ADVANCES</u>	<u>AMOUNT</u>
UPON APPROVAL OF THIS AGREEMENT	\$70,000

VI. BILLING AND PAYMENT INFORMATION

Payments may be transferred electronically to the Volpe Center through the Federal Reserve Bank of New York by using the following banking information:

Type/Subtype Code	10 00
ABA Number	021030004
Receiver DFI Name:	TREAS NYC
Business Function	CTR
Beneficiary	D
	69010004

Alternatively, the Customer may send payment by check directly to the:

U.S. Department of Transportation
Volpe National Transportation Systems Center
Mike Monroney Aeronautical Center
General Accounting Division, AMZ-300
P.O. Box 25082
Oklahoma City, OK 73125

For overnight or express packages, use the following address:

U.S. Department of Transportation
Volpe National Transportation Systems Center
General Accounting Division, AMZ-300
6500 South MacArthur Boulevard
Headquarters Building, Room 176
Oklahoma City, OK 73169

Payments will be made to the order of:

“DOT/Volpe National Transportation Systems Center”

Any questions regarding project cash advances should be directed to:

Accounting Branch
617-494-3834
Gregory.zevitas@dot.gov

The following information is required for the Volpe Center’s customer billing profile. Please supply the City’s taxpayer/employer identification and DUNS numbers:

TIN/EIN: 84-6000573

DUNS: 078347481

VII. FINANCIAL REPORTS

The Volpe Center shall provide the City with a monthly report of total commitments and obligations made to date in the standard format provided to all Volpe Center customers. Summary financial reports are distributed to the customer accounting contact identified in Section XVI, unless noted otherwise. In such case, a “Send Financial Reports To” section needs to be included with the following information: customer accounting contact name, telephone number, email address, and regular mail address.

VIII. TERMINATION OF WORK

Work may be terminated 30 calendar days after receipt of written notice by the Office of Financial Management, Volpe Center, V-130. The City is responsible for all costs incurred through the termination date and for any additional costs incurred which the Volpe Center judges are necessary to complete an orderly program close. Any remaining funds will be returned to the City.

IX. CHANGES TO THE AGREEMENT

Changes may be made by mutual written agreement.

X. GOVERNING LAW

The laws of the United States shall govern the construction, validity, performance, and effect of this Agreement for all purposes.

XI. RESOLUTION OF DISPUTES

The Volpe Center and the City agree to work cooperatively in carrying out their responsibilities under this Agreement. In the event that a disagreement arises which cannot be resolved informally by staff members who are immediately involved, the matter shall be referred to the appropriate administrative managers for the Volpe Center and the City, who shall confer as necessary to resolve the dispute.

XII. WARRANTY

The Volpe Center makes no express or implied warranties as to any matter whatever, specifically including hardware and software.

XIII. RIGHTS IN TECHNICAL DATA

The City will have an unlimited non-exclusive license to data first produced in the performance of this Agreement. Unless subject to statutory exemptions, such data will be publicly available under the Freedom of Information Act, 5 U.S.C. 552.

XIV. USE OF NAME OR ENDORSEMENTS

The City shall not, in any way, state or imply that this Agreement is an endorsement by the Government of it or any of its products or services.

XV. NO BENEFITS

No member of or delegate to the United States Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise therefrom; but

this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

XVI. POINTS OF CONTACT

For the Volpe Center:

Kendall Square
Cambridge, Massachusetts 02142

Program Manager: Benjamin Rasmussen
617-494-2768

Financial Information: Maria McCarthy, V-131
617-494-2652
maria.mccarthy@dot.gov

Billing Office: MariaClara Alfonso
405-954-4878
E-mail: MariaClara.Alfonso@faa.gov

For the City:

Program Director: Kim King
719-385-6509
Email: KKing@springsgov.com

Financial/Contract Information: Kelly Rajab
719-385-6513
Email: KRajab@springsgov.com

AUTHORIZED APPROVALS

Signatures: 
Reimbursing Organization

By: Karen Palus
Title: Director
For: City of Colorado Springs
Parks, Recreation and Cultural Services
Date: 5/26/17

Organization to be Reimbursed

Anne Aylward
Associate Administrator and Director
Office of the Secretary of Transportation
---Research/Volpe National
Transportation Systems Center
Date:

Attachment A

Project Statement of Work (SOW)

GARDEN OF THE GODS SHUTTLE SERVICE PLAN AND IMPLEMENTATION ASSISTANCE

Volpe Project Number: VPK8

GARDEN OF THE GODS SHUTTLE SERVICE PLAN AND IMPLEMENTATION ASSISTANCE

BACKGROUND

Garden of the Gods Park is a registered National Natural Landmark known for its 300-foot tall sandstone rock formations against a backdrop of snow-capped Pikes Peak, a nearby 14,114-foot peak. The park was given to the city of Colorado Springs in 1909 by the children of railroad magnate Charles Elliot Perkins in fulfillment of his wish that it be kept forever open and free to the public.

Today, the park continues to be enjoyed free of charge. At the free Visitor and Nature Center, which is the most visited attraction in the region, visitors can explore the geology, plants, animals, and people of the park. The 1,335-acre park itself offers towering sandstone formations, views of Pikes Peak, 15 miles of paved and unpaved hiking paths, the historic Rock Ledge Ranch Historic Site, a living history museum (placed on the National Register for Historic Places in 1971), and activities including guided nature walks, mountain biking and horseback riding trails, road biking, and technical rock climbing.

SCOPE OF WORK

Due to increasing visitation and associated congestion, the City of Colorado Springs and the Garden of the Gods Foundation is considering implementing a shuttle service to alleviate congestion, improve emissions, enhance access, and provide a better visitor experience to the park. The City has asked the U.S. Department of Transportation's John A. Volpe National Transportation Systems Center (Volpe Center) to develop a shuttle service plan and assist the City and Foundation in implementing the shuttle.

This agreement can be amended upon agreement of the signature parties to add specific projects and tasks. If work is added under this agreement in the future, then the new work will be contingent upon the availability of additional funds and a modification will be executed to add additional funding under the original agreement. A project agreement (this document) describing the scope of work, roles and responsibilities, project schedule, and project funding must be developed and signed prior to beginning any work.

Work shall be on a best effort, no fee basis and charges will reflect only actual costs and no profit. Work will start upon execution of the agreement and not before. The SOW may be modified by agreement by both parties.

TASKS

Task 1: Shuttle Service Plan (\$22,500)

This task consists of three sub-tasks:

- 1.1 Kickoff meeting and site visit.* Within two months of project initiation, the Volpe Center project team will travel to Colorado Springs for a kickoff meeting and site visit of Garden of the Gods Park. First, the project team will meet with stakeholders to discuss and better understand the issues that the park would like to address with a shuttle system. A sustainable carrying capacity of the park should be considered as well: should a shuttle

bring more people, the same number of people, or fewer people to the park? Next, with at least one guide from the park, the project team will drive along Gateway Road, Juniper Way Loop, Garden Lane, Garden Drive, and other roads in the park. Along the way, the project team will visit and make observations about the parking lots and other transportation facilities along the way. Last, the project team will meet with (perhaps a larger group of) stakeholders to share their initial observations and thoughts and will develop a high-level list of project goals, issues/challenges, and needs.

1.2 Periodic calls with stakeholders. After the kickoff meeting and site visit, the project team will have at least monthly check-in calls with a core team of park stakeholders. The project team will send the core team a monthly progress report before each call and will discuss the status of the project and funding levels on these calls. While developing their shuttle service scenarios, the project team will also reach out to other stakeholders as part of this sub-task as needed. These calls will continue under Task 2 as well.

1.3 Shuttle service planning. As part of this sub-task, the project team will analyze visitation trends and ridership assumptions, especially as they may relate to a desired park carrying capacity. Based on these trends and assumptions, the project team will then develop two shuttle service concepts/scenarios for the park. Each concept will include a mapped route, a general vehicle recommendation for capacity purposes, estimates for frequency of service, and operations and maintenance (O&M) assumptions and costs (roundtrip distance and time, average speed of vehicle, cost per mile, etc.). Via a webinar, the project team will present these results to stakeholders, solicit their input, and, based on that input, develop a refined concept. The project team will then model the refined concept to develop final route characteristics (a mapped route, number of vehicles in service, frequency of service, and O&M assumptions and costs) and a recommended vehicle type (note: this analysis can be more complicated if a nontraditional fuel type is desired). The project team will draft a short service plan report that summarizes these results and will present this report at an in-person meeting. Based on input received prior to and at the meeting, the project team will revise and finalize the draft report.

Deliverables:

- High-level list of project goals, issues/challenges, and needs.
- Webinar presentation of service plan concepts
- Draft and final short service plan report and in-person presentation

Task 2: Visitor Survey Technical Assistance (\$10,000)

This task consists of two sub-tasks that will be performed concurrently with the sub-tasks listed under Task 1:

2.1 Survey design. Stakeholders have developed a list of questions they would like to ask visitors as part of a questionnaire or survey. As part of this sub-task, the project team will review these questions and formulate them into a survey, adhering to survey best practices (e.g., questions are unbiased, questions are ordered appropriately, etc.). The project team will also recommend additional questions that meet the needs of the project. Finally, the project team will develop recommendations on how to administer the survey.

2.2 *Data analysis.* The stakeholders will administer the survey, perform data entry, and provide the project team with an Excel spreadsheet of responses. The project team will provide data analysis to create graphs and tables that summarize pertinent survey results. Simple cross-tabs and regression analysis may be used if the sample sizes are adequate.

Deliverables:

- Formatted survey instrument
- Excel and PowerPoint slides of graphs and tables summarizing survey results

Task 3: Implementation Assistance (\$37,500)

This task consists of three sub-tasks:

3.1 *Vehicle selection and testing.* As part of this sub-task, the project team will identify potential shuttle/rolling stock providers in the area that have the recommended vehicle(s) in stock. The project team will then work with the park to field test the vehicle(s) on the recommended route to determine how they perform, how much time they need to serve the route, if they are the appropriate size, etc. Members of the project team will attend the field testing. Based on the field test, the project team will revise the service plan report and then, as a new section in the service plan report, identify and analyze different operating models, which may include leasing vs. purchasing, run by the city or regional transit authority, and run by a concessionaire or under a service contract.

3.2 *Staffing and financial analysis.* Based on the refined and expanded service plan report, the project team will develop a new section of the report on a) the number and cost of staff to operate the system and b) a financial analysis for the service to be financially sustainable in the short- and medium-terms. The financial analysis will estimate revenue based on visitation trends and, based on stakeholder input and other shuttle fares in the region, an acceptable per rider ticket cost and will then identify the amount of additional funding needed to cover any gap. If requested, members of the project team will present the complete version of the report in-person.

3.3 *RFP development and operator selection.* Using the refined and expanded service plan, the project team will help the park develop a request for proposals (RFP) for potential operators to respond to, assuming the park decides to have the system run by a private operator. The project team will then assist the park in selecting an operator based on the responses to the RFPs.

Deliverables:

- Refined service plan with additional sections on recommended operating model(s), staffing analysis results, and financial analysis results

ROLES AND RESPONSIBILITIES

The Volpe Center project team commits to providing quality products using best efforts to stay within the project schedule and budget, as determined. The team expects to work closely in

collaboration with City of Colorado Springs staff to ensure this effort provides the desired results.

Specific Volpe responsibilities include:

- Monitoring the critical path to implementation;
- Communicating any issues with stakeholders;
- Communicating any major issues or problems affecting progress; and
- Communicating proposed changes in project scope, schedule, budget, and staffing.

Karen Palus, Director of Parks, Recreation, and Cultural Services, City of Colorado Springs, will serve as the primary project point of contact for the Volpe Center project team.

Specific City of Colorado Springs responsibilities include:

- Monitoring the critical path to implementation;
- Providing stakeholder contact information and setting up stakeholder meetings as needed;
- Providing a preliminary list of questions for use in the visitor survey;
- Administering the survey and performing data entry of survey responses;
- Reviewing products and providing feedback within two weeks of original receipt;
- Communicating and resolving any issues with stakeholder roles and responsibilities;
- Communicating any major issues or problems affecting progress; and
- Communicating proposed changes in project scope or schedule.

ASSUMPTIONS AND REQUIREMENTS

- All Volpe prepared draft and final documents will become the property of the City.
- The parties understand that any surveys involved in this work are not federally sponsored within the meaning of the Paperwork Reduction Act.
- All product deliverables will be provided electronically, in the form most appropriately suited to the deliverable. Maps and written documents will be provided in Adobe Portable Document Format (PDF). Databases will be provided in Microsoft Excel format unless an alternative is requested.
- Two paper copies of the final report will be provided to the City.
- A 508-compliant, electronic version of the final report will be posted on the National Transportation Library (<http://ntl.bts.gov/>) and the Volpe Public Lands website (<http://www.volpe.dot.gov/publiclands>) at the conclusion of the project.

SCHEDULE

To allow for future modifications, the proposed overarching agreement will span five fiscal years, upon execution of the agreement through **March 1, 2022**.

The Volpe Center effort, in support of the tasks, will commence upon approval of this agreement and availability of funding and will be managed to ensure successful completion of the effort. Specific project deadlines, including completion dates, will be documented at the working level for each task.

Task	Estimated Completion (weeks from project initiation)
Task 1: Shuttle Service Plan	20
Task 2: Visitor Survey Technical Assistance	20
Task 3: Implementation Assistance	40

This is a draft schedule for planning purposes. Changes to the schedule will be agreed upon by Volpe and the City as necessary.

1.1 BUDGET

All costs listed in this IAA are for Volpe Center involvement only. Costs associated with any other project participants are not included.

Work shall be on a best effort, no fee basis, and charges will reflect only actual costs and no profit. Work will start upon execution of the agreement and not before.

Below is an estimate of the level cost of each task. These numbers are estimates and funds will be reallocated within the total task budget as necessary.

Task	Estimated Cost
Task 1: Shuttle Service Plan	\$22,500
Task 2: Visitor Survey Technical Assistance	\$10,000
Task 3: Implementation Assistance	\$37,500
Total	\$70,000

VOLPE CENTER RESOURCE PLAN

Task	Estimated Cost
Direct Labor	\$60,000
Travel	\$10,000
Total	\$70,000

