

Contract for Services Staff Report

Date: March 19, 2025

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Jennifer L. Eby, AICP, Director of Community Services

CC: Ryan Arthur, Community Programs Coordinator
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Janet Herman, P.E. Public Works Director
Zeke Lynch, P.E. Assistant Public Works Director Engineering

Subject: **Contract for service with River North Transit LLC for microtransit services in the amount of \$2,901,410**

Board of County Commissioners' Business Meeting

March 25, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

Douglas County is seeking to provide microtransit services in the Highlands Ranch area. Staff has prepared a Contract for Services between Douglas County and River North LLC, a subsidiary of Via Transportation Inc. (Via), for microtransit services in the amount of \$2,901,410.

II. REQUEST

Staff requests approval of the Contract for Services with River North LLC in the amount of \$2,901,410.

III. BACKGROUND

In 2025 the Board of County Commissioners (BCC) budgeted \$3,000,000 in Capital Improvement Plan funds to be designated for providing microtransit services in Douglas County. Staff was directed to secure a bid for service through a Request for Proposal (RFP) process which was initiated on January 24, 2025. Via responded to the RFP and proposed a microtransit service at an annual estimated cost of \$2,901,410. During a work session on March 11, 2025, the BCC directed staff to prepare a contract for services with Via.

IV. DISCUSSION

Via is the service provider of microtransit in Lone Tree. Their turnkey service solution and existing local partnerships provide a model for expansion into the Highlands Ranch area. Via has proposed an all-inclusive solution for Highlands Ranch that includes their end-to-end software platform, robust service design, planning and mobilization services, driver training, a call center for multilingual customer service, vehicles and maintenance, marketing, and community engagement.

Via recommends launching microtransit service throughout all of Highlands Ranch with trips into and out of Lone Tree. The proposed hours of operation would be:

- Monday thru Thursday from 7:00 a.m. and 7:00 p.m.
- Friday from 7:00 a.m. to 10:00 p.m.

- Saturday from 10:00 a.m. to 10:00 p.m.

To accommodate this service Via plans to have up to 15 vehicles available at peak hours and anticipates a ridership capacity between 2,200 and 2,400 rides per week. Additional service requirements include:

- Mobile app and phone-based system to book a ride
- ADA accessible vehicles
- Connections to commercial areas along Highlands Ranch Parkway, County Line Road, and the Park Meadows Retail Resort for both employment and shopping
- Connections to local schools, parks, and recreation centers
- Connections to local hospitals and medical centers
- Connections to RTD bus and light rail; including, the County Line and Littleton/Mineral light rail stations
- Access to real-time trip data to make system performance and improvement decisions

The proposed microtransit service will be scheduled to launch in the late Spring of 2025 and will be available to everyone.

V. RECOMMENDED ACTION

The County Attorney’s Office has reviewed the contract for services, and it complies with all State and local requirements. Staff recommends approval of the Contract for Services with River North LLC in the amount of \$2,901,410.

<u>ATTACHMENTS</u>	<u>PAGE</u>
Public Contract for Services	3

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this ____ day, of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **RIVER NORTH TRANSIT LLC** authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for microtransit services in Douglas County; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY: Ryan Arthur, Community Programs Coordinator (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the Term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **TWO MILLION NINE HUNDRED ONE THOUSAND FOUR HUNDRED TEN DOLLARS AND ZERO CENTS (\$2,901,410.00)** for fiscal year 2025. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on **MARCH 26, 2025**, and terminate at 11:59 p.m. on **MARCH 31, 2026**. This Contract shall remain in effect for one (1) year with an option to renew for three (3) additional years, unless this Contract is earlier terminated as provided herein. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and

employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the Contractor's gross negligence or willful misconduct; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees. Neither Party will be liable for any indirect, incidental, special, consequential, reliance, or punitive damages or lost or imputed profits or lost data even if advised of the possibility of such damages. Other than with respect to fees paid or payable by the County under the Contract, each Party's total liability for all claims arising under this Contract will be limited to direct damages in an amount equivalent to the fees paid or payable to the Contractor with respect to the Contractor services, as applicable, under the Contract out of which the claim arose during the twelve (12) months immediately preceding assertion of the claim.

9. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. The Contractor and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The Parties agree to not terminate this Contract in the first six (6) months of the Term. Effective September 26, 2025, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ninety (90) days before the effective date of such termination for cause and (90) days for convenience. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. NOTICES: Notices concerning Termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Ryan Arthur, Community Programs Coordinator
100 Third Street, 2nd Floor
Castle Rock, CO 80104
Ph: (303) 814-4326
Email: rarthur@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Ph: (303) 660-7414
Email: attorney@douglas.co.us

and by the County to: River North Transit LLC
Attn: Alex Lavoie
114 5th Avenue, Floor 17
New York, NY 10011
Ph: (888) 501-7511
Email: alex@ridewithvia.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under the Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services pursuant to this Contract in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 28
- 2nd Exhibit C - Insurance Requirements
- 3rd Exhibit A - Scope of Services
- 4th Exhibit B - Method of Payment
- 5th Exhibit D - Appendix 1

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE CONTRACT: The Parties acknowledge and agree that the provisions contained herein constitute the Entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

26. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the Term of this Contract.

27. COUNTY EXECUTION OF CONTRACT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if the failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or actions of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

RIVER NORTH TRANSIT, LLC

BY: _____

Printed Name: Erin Abrams

Title: Chief Legal Officer

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

) **ss.**

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A

Scope of Work

River North Transit, LLC (the “**Contractor**”) a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and Douglas County (the “**County**”) have agreed in their Public Contract for Services (the “**Contract**”) to initiate the County’s demand response transit service in Highlands Ranch, CO.

In accordance with the Contract, the Contractor shall provide services on behalf of the County to effectuate the delivery of the microtransit project, with technology and technology-enabled integration services (the “**Project**”). The Contractor will provide fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor, and insurance brokers and underwriters.

The following are priorities for microtransit services in Highlands Ranch:

- Passenger safety: all patrons must feel safe for the service to be successful, particularly of the older adult, youth, and vulnerable populations.
- Interoperability with Link on Demand microtransit.
- Connections to commercial areas along Highlands Ranch Parkway, County Line Road, and the Park Meadows Retail Resort for both employment and shopping.
- Connections to local schools, parks, and recreation centers, local hospitals and medical centers, social and human services, bus and light rail (specifically the County Line LRT and Littleton/Mineral LRT stations).
- Trips that are competitive in trip time and cost to a single-occupancy vehicle.

The Contractor’s Services shall include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (available for iOS and Android) for individuals using the County’s service (“**Riders**”) to reserve and pay for rides through a smartphone;
- Access to reservations through a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Established relationships with a vehicle rental company (“**Vehicle Partner**”) for access to rental vehicles and independent contractor driver partners (“**Driver Partners**”) for transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

Duration & Launch Date

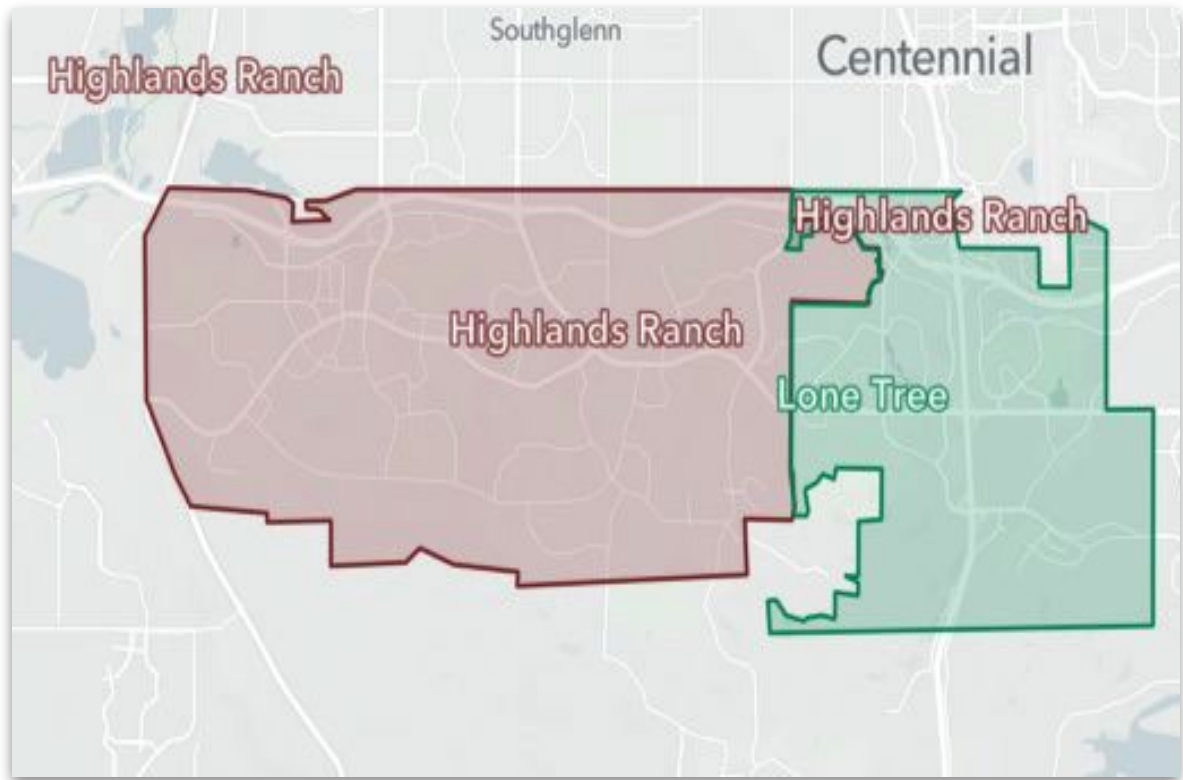
The County will provide written notice to proceed to the Contractor at least eight (8) weeks prior to the service launch. The County may only provide written notice to proceed once the Contract, exhibits, and appendices are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, the Contractor shall commence local preparation for launch. Unless otherwise mutually agreed to by the parties, Service operation shall begin no earlier than May 27, 2025 (“**Launch Date**”).

Upon service completion or termination of the Project, the Contractor will have 90 calendar days, or an earlier date as agreed upon by the parties, to submit to the County all final performance reports, a certification of expenses incurred that implement the Contract, and the necessary audit reports of the Contract.

Service Parameters

The Contractor shall provide access to a platform service (the “**Platform**”) through which Riders will be able to reserve and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 24 square miles full-coverage zone in Highlands Ranch, Colorado, with connections in to and out of the Lone Tree microtransit zone, the Park Meadows Retail Resort / County Line and Littleton/Mineral LRT Stations.
- **Key Performance Indicators:** The Contractor estimated that serving the entire Highlands Ranch area would comprise of 2,200 - 2,400 weekly rides, once the service has matured, with an estimated 750 weekly vehicle hours, an optimum number of vehicles at peak hours, and about 2.5 – 3.0 rides per vehicle hour. These performance metrics should be included in reports by the Contractor with the County’s Project Manager as set forth in Exhibit D.
- **Service Days/Hours:** Monday - Thursday (7AM - 7PM), Friday (7AM - 10PM), and Saturday (10AM – 10PM).



- **App:** The Contractor shall provide a fully tested smartphone app interface to allow passengers to reserve and schedule microtransit trips. Beta versions are not allowed and the fully tested smartphone app interface must be publicly available to both iPhone and Android users, meeting ADA accessibility requirements. The App shall allow passengers to:
 - See the microtransit service zone and available vehicles on a map interface.
 - Rate drivers and service quality.
 - See information on the requested vehicle and driver prior to reserving a trip or pick up, including ability to see the estimated time of pick up at requested departure location and estimated time of arrival at requested destination.
 - Indicate if they need an ADA-accessible vehicle.
 - Indicate group size and specify if any children are in the group.
 - View real time audio/visual directions and notifications for drivers.
 - Create a passenger profile that identifies special needs of the rider in terms of vehicle type or accessibility.
 - Upgrade the technology for current and future app users, as becomes available.
 - Brand with the County service name and logo.
 - View the address and name of business when making a reservation.
 - Have easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
 - Reserve trips in advance.

- **Phone:** At all times in which the microtransit service is operating, the Contractor shall provide access to microtransit passengers without a smartphone through a dispatch phone number.
- **Website:** The Contractor shall provide a website to showcase the service, communicate any service changes, and provide a reservation option for those who may not be able to use the App or call-in options to request microtransit trips.
- **Rider Fare:** The rider fare will be **\$0**. During the duration of the Project, rider fare may be amended by mutual agreement between the parties.
- **Rider Payment:** The Contractor shall ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Contractor shall provide the necessary vehicles to operate the microtransit service and be responsible for vehicle fueling, storage, appropriate licensing, preventative maintenance, cleaning twice weekly inside and out, and unscheduled maintenance of said vehicles, according to industry norms and best practices. Vehicles must be no more than four years old and must be set up for passenger service. Conversions from freight vehicles will not be allowed. For safety, vehicles shall be outfitted with GPS, AVL, and CCTV for vehicle routing, vehicle tracking, and vehicle monitoring/recording onboard activities. The Contractor shall propose additional safety measures that they have found successful in other similar programs.

The cost of the fleet should reflect the in-service and spare vehicles necessary to meet service demands. Initial service offering is planned to include a fleet of gasoline powered vehicles. The Contractor shall highlight the pros, cons, and additional considerations of alternate fuel and electric vehicles.

The Contractor's vehicle fleet shall include a necessary number of branded, licensed, and insured vehicles, including Wheelchair Accessible Vehicles (WAVs), to provide adequate service to the public. The Contractor's vehicle fleet shall be made available to independent contractor Driver Partners who will gain access to these vehicles after registering on the Platform. If the Contractor's vehicle fleet is not sufficient to meet service requirements for any reason, the Contractor has the flexibility to (1) supplement the fleet with a temporary fleet that would include other makes and models, and/or (2) allow for Driver Partners to drive their own personal vehicles, to be deployed for temporary short-term periods, as necessary, to increase the supply of vehicle hours. If Driver Partners are to drive their own personal vehicles, the Contractor will provide magnets for personal vehicles to indicate to the public that these drivers are a part of the Project. The magnets will have similar branding used for the regular fleet to place on the exterior and both sides of personal vehicles.

- **ADA:** Transit fleet shall include enough ADA accessible vehicles that any passenger using a mobility device such as a wheelchair or walker can have that trip fulfilled in the equivalent timeframe to that of a passenger without a mobility device.
- **Third Parties:** The Contractor shall accept and work with any third-party service providers that the County may need to contract with to improve the transit service. The Contractor shall investigate integrating transit trip planning with RTD, CDOT Bustang, Google Maps, and any other relevant transit providers.
- **Branding:** The Contractor shall wrap vehicles as a County-branded service, according to the defined program brand, color scheme, and logo. The Contractor to provide design and costs associated with vinyl graphics application.
- **Compliance:** The Contractor shall comply with all applicable local, state, and federal rules, requirements, certifications, clauses, and circulars. With the cooperation and assistance of the County, the Contractor shall ensure the execution of all necessary registrations and licensing required to perform the Services.
- **Storage:** The parties shall coordinate a storage area or facility within the service area. The Contractor is responsible for storing, maintaining, and fueling the vehicles and housing operations, maintenance, and administration.
- **Service Adjustments:** The Contractor shall allow service adjustments to the transit service including fixed route schedule and routing, microtransit zone, service times, service days, and trip reservation parameters, as necessary to improve service over time. Service adjustments may require budget adjustments that may be discussed and agreed upon by the parties in writing as an amendment to the Contract.

Project Team & Governance

During the Project, the Contractor will be responsible for the integration of all relevant elements of the Project on a continuous basis and designate a project manager for this purpose who will lead the Contractor's Project Team. During the Project, the County will also designate a project manager to be the primary point of contact for the Contractor. The Contractor's Project Manager will be in regular contact with the County's Project Manager through informal and scheduled project meetings.

The Contractor's Project Manager may make day-to-day decisions related to the Services. The Contractor's Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Project, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. The Contractor's Project Manager will have no power to serve notice or amend the Contract or its exhibits.

The Contractor's Project Team will be responsible for executing the following five primary tasks:

Task 1: Program Management and Oversight

- Program management plan including meetings, coordination, and communication.
- Establish a workplan that ensures the program meets the preferred service launch date, including a staffing plan.
- Provide a quality assurance/quality control plan/memo that outlines how the Contractor will proactively manage the operations and ensure the highest quality service possible.

Task 2: Service Design Verification and Refinement

- Analyze, verify, and finalize the proposed service plan and characteristics, in coordination with County staff, based on technology capabilities, costs, and service modeling.
- Make necessary final adjustments to service plan to optimize service delivery.

Task 3: Launch Program

- Recruit and train all necessary staff ahead of launch.
- Field test of sample trip operations and make any additional service adjustments needed before launch.
- Creation of a Highlands Ranch specific microtransit brand including vehicle wraps, advertising, and other promotional materials.
- Provide the County's communications team with input on marketing and outreach of service based on previous experience with similar services or industry best practices.
- Participate in launch promotional event.

Task 4: Operation of Service

- Daily service provision of safe and compliant service according to the service plan and associated local, state, and federal requirements.
- Continuous and ongoing service improvements.
- Daily service oversight, management, monitoring, and troubleshooting.
- Crashes, incidents, and complaint investigation and reporting.

Task 5: Assessment and Evaluation

- Regular reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
- Monthly written reports to the County on Launch Program progress, performance, challenges, and adjustments.
- Quarterly Business Review meetings between the parties.
- Annual Business Review meetings between the parties.
- Service adjustment suggestions and associated service change implementation.

Driver Partner Registration & Supply Management

The Contractor will source Driver Partners to provide transportation services to the County through the Platform. The Contractor will engage in a good faith effort to register Colorado residents as Driver Partners.

The Contractor will ensure that Driver Partners are properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to the Contractor with the following areas covered: familiarization with the Project service areas; hours of service; the County's expectations; use of the Driver App; and reporting incidents and delays in service.

The Contractor will be responsible for ensuring that there is sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit service for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

The Contractor shall conduct appropriate background checks and drug and alcohol testing pursuant to 49 CFR Part 40 and for the prevention of alcohol misuse and prohibited drug use in transit operations pursuant to 49 CFR Part 655. To ensure the safety of at-risk adults, the Contractor shall request background checks of the Adult Protective Services data system to minimize the potential of employing persons with a history of mistreating at-risk adults. All drivers shall be trained and certified to provide wheelchair service and know the service area and/or be given adequate training prior to implementing service.

Rider and Driver Partner Support

The Contractor shall ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

Marketing, Promotions, & Press

The Contractor shall work closely with the County to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Contractor will provide marketing strategy for the Project, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).

- Design vehicle branding/graphics in coordination with the County.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Manage digital marketing campaigns to build awareness and drive service adoption.
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.

The County shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with the Contractor in all respects, including the following activities:

- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with the Contractor. All key project messaging used for public relations purposes is to be developed in collaboration with the Contractor. Any media announcement on the Project will be made available for the Contractor's review and approval prior to the Launch Date.
- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of the Project to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Project, including the rider app will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by the Contractor and will be prominent on all assets promoting the Project, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. The Contractor may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the County.

All County-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by the Contractor before distribution with a minimum five business days review time.

Data Security

The Contractor shall identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable local, state, and federal laws and regulations including the County's policies, procedures, regulations, ordinances, and practices.

Data Sharing & Reporting

The Contractor will share data from the Project as set forth in Exhibit D (the “Data Sharing & Project Data”). The Data Sharing & Project Data shall be made available in formatted numerical and graphical reports. The information above constitutes proprietary trade secrets of the Contractor and Via and shall be subject to the confidentiality obligations set forth in the Contract.

(Remainder of Page Intentionally Blank)

EXHIBIT B
Method of Payment

The Fees for the Service are outlined below. The Contractor will require the County to issue an upfront fee, ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Project shall include a fleet of vehicles as described in Exhibit A, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed, including any change in fees. The total Contract amount shall not exceed the two million nine hundred one thousand four hundred ten dollars and zero cents (\$2,901,410.00) Contract Section 4 Maximum Contract Expenditure for the 12-month Contract Section 5 Term.

Douglas County: Via Total Not-to-Exceed Contract Value		
	Price per Vehicle Hour	Total Price
Fixed (Upfront) Costs	N/A	\$164,000
Total Upfront Cost	//////	\$164,000
Project Management & Other Operations*	\$16.22	\$632,580
Driver Pay (Incl. WAV)	\$50.03	\$1,951,170
Customer Service	\$3.94	\$153,660
Total Cost per Vehicle Hour	\$70.19	\$2,737,410
Total Not-to-Exceed Cost to Douglas County		\$2,901,410

Note: Pricing excludes all taxes and assumes launch within 4 months of contract signing.

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Vehicle Hours Summary:

Total Implied Vehicle Hours	39,000
Total Implied Vehicle Hours (Weekly)	750

Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, the parties have the option to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below.

Fixed Upfront Costs

The County shall pay to the Contractor a one-time non-refundable installation fee of one hundred sixty-four thousand dollars and zero cents (\$164,000.00), which will be payable in full upon signing of the Contract. In addition to technology localization costs, installation fee includes Wheelchair Access Vehicle (WAV) retrofits at a cost of seventeen thousand dollars and zero cents (\$17,000.00) each and vehicle wraps for the fleet at a cost of three thousand dollars and zero cents (\$3,000.00) each. If the County requires additional WAV retrofits or vehicle wraps, the Contractor will bill the County as incurred.

Ongoing Invoice Fees

The County shall be responsible for monthly ongoing fees of seventy dollars and nineteen cents (\$70.19) per vehicle hour (the “**Monthly Subscription Fees**”). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. Notwithstanding the number of vehicle

hours incurred per month, the County shall be responsible for a minimum Monthly Subscription Fee of fifty-five thousand dollars and zero cents (\$55,000) per month (the “**Minimum Monthly Fees**”). The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Contract. If the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the County shall be responsible for paying such difference (the “**Monthly True-up**”) on a monthly invoice basis. All fees set forth herein shall be payable by the County on a net fifteen basis. If the Contractor does not receive timely payment, the Contractor may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend performance and seek cost of collection, including reasonable attorneys’ fees.

The Contractor shall provide to the County an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form included at the bottom of Exhibit B. The County hereby agrees that the sample invoice form is satisfactory to the County, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to the Contractor. If the County requires additional invoice support, the Contractor will use best efforts to provide it and additional costs may apply.

If changes in applicable federal, state, or local law result in a significant change in the Contractor’s costs, the parties may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in the Contractor’s cost per hour of ten percent (10%) or more to any of the following categories, compared to costs at the time of contract signing, the parties may amend the ongoing on-demand vehicle hour rate to cover labor (driver pay), vehicle rental, and fuel.

Should the Contractor elect to adjust the per vehicle hour rate, the Contractor shall provide supporting documentation of the relevant cost increases to the County, and the Contract and/or its exhibits will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the County, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Launch Delay

If the Launch Date is delayed for more than thirty (30) days by the County for any reason, the County shall be responsible for paying the Contractor for any actual out of pocket costs incurred by the Contractor -in preparation for launch (the “**Upfront Costs**”) and a two thousand dollars and zero cents (\$2,000.00) technology fee for the cost of maintaining the technology infrastructure for the County’s deployment during the period of delay (the “**Technology Fee**”). The Upfront Costs shall be payable within fifteen days from the date the County notifies the Contractor of the delay and the Technology Fee shall be payable monthly at the beginning of the month in which it is incurred.

Invoicing

The Contractor shall provide monthly invoices on or before the 15th of each month and by email to rarthur@douglas.co.us with line item break out maintenance, operating, and administration costs that make up the contracted hourly cost.

Invoice Sample

CONFIDENTIAL

Invoice

Date

RIVER NORTH TRANSIT, LLC
Via Transportation, Inc.
114 Fifth Ave, Floor 17
New York, NY 10011
United States

Invoice #

Terms Net 15
Due Date
PO #
Billing Period

Bill To

[Partner]
[Address]

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Please make checks payable to:

[]
P.O. Box 741093
Chicago, IL 60674-0493

Wire Instructions:

Bank of America, N.A.
New York, NY 10038
Wire Routing #
ACH Routing #

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3) years*** after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of

the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances.

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT D

Data Sharing & Project Data

Authorized Users

The table below sets forth the members of the County’s “Core Team” who are designated authorized users of the Via Solution and the Project Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Contract.

Core Team

- Community Services Coordinator Ryan Arthur
- Community Services Supervisor Allison Cutting
- Assistant Director of Community Services Rand Clark

Data Sharing Plan

The Contractor shall provide data to the County for performance tracking and program evaluation. The data shall be available in the Via Operations Center and only available to members of the Core Team identified by the County to require access. Underlying data may not be shared through any other method than the Via Operations Center access. The data is considered trade secret by Via and is subject to the confidentiality and other protective provisions set forth in the Contract.

The Consultant shall share data with the County’s Core Team including, but not limited to:

- How new passengers learned about the service, made available through ad-hoc rider surveys.
- Passenger counts (per day, per hour, per month, per vehicle).
- Vehicle miles traveled, average trip length, on-time performance, and out of zone requests.
- Unique new passenger numbers and statistics on rider retention over time.
- Cancellation rates and how they may relate to other factors such as wait time (accounting for weather).
- Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up), trip origin and destination pairs.
- Service utilization (passengers per hour) by time of day and day of week.
- Average distance required to walk from desired pick-up/drop-off locations to actual pick-up/drop-off locations.
- Customer satisfaction and feedback for improvements.

To protect Via’s intellectual property and the privacy of the Riders, the Contractor will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that shall be provided for the County’s access. These reports will be refreshed daily. The reports are aggregated, de-identified, and do not include any personal information of the Riders.

Section A: STANDARD REPORTING SET

Dashboard	Data / Graphs provided
<p>Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i></p>	<p>Total ride requests: total number of attempts by riders to reserve a ride (or delivery) from an origin to a destination. Requests during service hours: “Total ride requests” made during service hours. Met Demand: total number of Ride Requests that received a ride proposal. Met Demand Rate: ‘Met Demand’ out of ‘Total ride requests,’ as a percentage. Completed rides: total number of riders (including additional passengers) successfully transported. Completed Rides Rate: ‘Completed Rides’ out of ‘Total ride requests,’ as a percentage. Utilization: average number of passengers transported per vehicle per hour.</p>
<p>Service Operations Metrics Graphs <i>Graphs/visualization of key metrics by day, week, month, or specific days of the week</i></p>	<p>Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill. Detailed Ride Requests Status: detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show) Utilization: average number of passengers transported per hour by day</p>
<p>Rider Experience <i>Snapshot of quality of service and rider experience</i></p>	<p><i>Top Level Metrics</i> Average Ride Duration: average time in minutes from pick-up to drop-off (displayed for completed rides only). Average Ride Rating: average ride rating provided by riders (out of 5 stars). Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned.</p> <p><i>Rider Experience Graphs (filterable by day, week, month)</i> Average Ride Duration, Distance, Rating, and Pickup Walking Distance</p>
<p>Data Generator: Ride Request Table <i>Detailed table of every ride request made for the service</i></p>	<p><i>Data Columns in Table</i> Request Creation Date and Time; Request ID, Status, Rider ID Wheelchair Accessible; Number of Passengers Origin Address, Latitude and Longitude Destination Address, Latitude and Longitude Ride Price, Distance, Duration (minutes)</p>