

Agreement Staff Report

Date: June 30, 2026

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
Allison Cutting, Supervisor, Community Services
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: **2026 Master Services Agreement and Scope of Services Agreement with River North LLC for regional rideshare service in the amount of \$1,991,720.**

Board of County Commissioners' Business Meeting

July 14, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

Douglas County has completed the evaluation of applications submitted through the Request for Proposal (RFP) 019-26 to provide Link On Demand (Link) regional rideshare service in Douglas County. This request is for approval of a Master Service Agreement (MSA) between Douglas County and River North Transit LLC, a subsidiary of Via Transportation Inc. (Via), to provide Link service for the next two years. The initial Scope of Service Agreement (SOSA) in the amount of \$1,991,720, contained within the MSA, establishes a pilot project to bring Link to the Town of Castle Rock this summer.

II. REQUEST

Staff requests approval of the 2026 MSA and SOSA between the Board of County Commissioners (BCC) and River North Transit LLC to provide regional rideshare service in the amount of \$1,991,720.

III. BACKGROUND

The Douglas County Integrated Transit and Multimodal Study, completed in 2025, recommended microtransit service in Douglas County as a strategy to meet the transit and mobility needs of the community. The County partnered with the City of Lone Tree to expand the City's popular and successful Link service into Highlands Ranch in 2025 and portions of the Town of Parker in April 2026. To date Link has delivered over 125,000 trips with a rider rating of 4.9 out of 5 stars.

IV. DISCUSSION

Staff posted RFP 019-26 to provide regional rideshare service through Rocky Mountain E-Purchasing Bid Net system on May 18, 2026. The RFP closed on June 12, 2026 and three proposals were submitted. Staff reviewed and scored each proposal based on the following criteria:

1. Capabilities and qualifications
2. Past performance, relevant experience, and overall safety record

3. Program approach and understanding of critical issues
4. Availability and schedule
5. Integration with existing transit services
6. References
7. Cost of service

River North Transit LLC received the highest score and was determined to have submitted the most qualified proposal at the lowest cost. The MSA establishes the proposed pricing structure to provide Link for the next two years, with up to three additional one-year terms.

Exhibit A contains the initial SOSA and outlines the scope of work and cost to establish a Link pilot program in the Town of Castle Rock. Castle Rock Link will operate under that same service model established in Lone Tree, Highlands Ranch, and Parker. The service will include the entire Town of Castle Rock and neighboring portions of unincorporated Douglas County and overlap with the exiting Lone Tree zone. Link is scheduled to begin operations later this summer.

The cost of the Castle Rock pilot for one year is \$1,991,720 and will be funded as follows:

Douglas County	\$ 466,720
Town of Castle Rock	\$ 400,000
Colorado Department of Transportation	\$1,125,000
TOTAL	\$1,991,720

The County contribution of \$466,720 will come from Road and Bridge Sales and Use Tax funds budgeted by the BCC to support transit and mobility programs.

V. RECOMMENDED ACTION

Staff recommends approval of the 2026 MSA and SOSA between the Board of County Commissioners and River North Transit LLC to provide regional rideshare service in the amount of \$1,991,720 as it complies with all federal, state and county approval standards.

<u>ATTACHMENTS</u>	<u>PAGE</u>
2026 Master Services Agreement for Regional Rideshare	3
Exhibit A - 2026 Scope of Services Agreement for Castle Rock Link Pilot Project	12

MASTER SERVICES AGREEMENT (MSA)
RIVER NORTH TRANSIT, LLC

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **RIVER NORTH TRANSIT, LLC**, a wholly owned subsidiary of Via Transportation, Inc., authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County advertised Request for Proposals (RFP) #019-26 Douglas County Regional Rideshare Services to expand microtransit services in Douglas County; and

WHEREAS, bids from said advertisement have been received by the County and it has been recommended that a contract for said work be made and entered into with the above-named Contractor who was the responsive, responsible, qualified bidder therefore; 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. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between the Parties which shall apply to and control any Scope of Service Agreements (SOSA). The Contractor shall be responsible for the complete and turnkey delivery of services, including all operations, staffing, maintenance, technology, and customer service functions required to perform the services under this Agreement and any applicable SOSA. The SOSA shall later define and be limited to any specific Scope of Work and subsequent financial terms between the Parties.

Specific services provided by Contractor shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Agreement. The County may, from time to time, request changes to the scope of services provided in the SOSA. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the Parties, shall be in writing and shall become part of the SOSA upon execution.

2. LINE OF AUTHORITY: Ryan Arthur, Community Programs Coordinator, (the “Authorized Representative”) is designated the County representative for administering and clarifying the terms of this agreement for the County.

3. MAXIMUM ALLOWABLE RATE: The County agrees to pay the Contractor for services defined in all subsequent SOSAs according to the Fee and Rate Schedule, Exhibit C attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein.

4. MAXIMUM AGREEMENT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in a fully executed SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Agreement outside the fiscal year of the SOSA or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

5. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Agreement that: a) it is not suspended or disbarred at the time services begin or contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the County any changes in items a or b; and d) it understands that it may be required to repay all funds received if the County learns the Contractor was suspended or disbarred at any time during service delivery or while under contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment. The Contractor shall remain eligible for federal funding throughout the term of this Agreement and shall not be listed as excluded in the System for Award Management (SAM.gov).

6. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on **JULY 14, 2026**, and terminate at 11:59 p.m. on **JULY 31, 2028**. This Agreement and any SOSA executed that references this Agreement 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. The County may choose to extend the term of this Agreement for up to three additional, one-year terms for a total of five years.

7. 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 County has received complete invoices from the Contractor for the specific SOSA. 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.

8. COOPERATIVE PURCHASING: Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Vendors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The vendor must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

9. 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 County.

10. INDEMNIFICATION: The County cannot and by this Agreement 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 Agreement, each Party's total liability for all claims arising under this Agreement 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, out of which the claim arose during the twelve (12) months immediately preceding assertion of the claim.

11. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: 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 Agreement, or any subsequent agreement subject to this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. 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 Agreement, or any subsequent agreement subject to this Agreement, and all rights of the Contractor hereunder. The Contractor shall include all applicable federal requirements, including those contained in Exhibit B, in all subcontracts and shall ensure compliance by all subcontractors.

14. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, 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 Agreement, or any subsequent agreement subject to this Agreement, 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 Agreement. Such records shall also be made available to the Federal Transit Administration and any authorized federal representatives.

15. OWNERSHIP OF DOCUMENTS: Specifications, drawings, guidelines and any other documents prepared by the Contractor in connection with this Agreement, or any subsequent agreement subject to this Agreement, and required to be provided as a deliverable, shall be the property of the County, except for documentation identified as the Contractor's pre-existing intellectual property.

16. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared under this Agreement and required to be provided as a deliverable under this Agreement, 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.

17. TERMINATION: Notwithstanding anything to the contrary in this exhibit or any agreement thereof, the Parties agree not to terminate for convenience within the first (6) six months of the respective SOSA. Any such termination of the MSA or a SOSA shall require 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 or 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 Agreement 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.

18. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to: Department of Community Services
Attn: Ryan Arthur, Community Programs Coordinator
100 Third Street, 2nd Floor
Castle Rock CO 80104
Ph: (303) 660-7460
Email: rarthur@douglasco.gov

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Ph: (303) 660-7414
Email: attorney@douglasco.gov

and by the County to: River North Transit LLC
Attn: Alex Lavoie
114 5th Avenue, Floor 17
New York, NY 10011
Ph: (888) 501-7501
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 email, 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.

19. NONDISCRIMINATION: In connection with the performance of work under this Agreement, 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.

20. GOVERNING LAW; VENUE: This Agreement 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.

21. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement 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 Agreement. The Contractor shall comply with all applicable Federal Transit Administration (FTA) requirements, including those contained in Exhibit B – Federal Certifications and Assurances, which are incorporated herein by reference and made part of this Agreement.

22. SEVERABILITY: In the event any of the provisions of this Agreement 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 Agreement 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.

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

24. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County Director of Communication and Public Affairs. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

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

26. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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 Agreement, 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 Agreement.

27. CONFLICT WITH EXHIBITS: If any Exhibit to this Agreement conflicts with the express terms of the Agreement proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the Agreement are superior, supersede, and prevail.

28. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in each SOSA executed under this MSA. 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 Agreement.

29. CONFIDENTIALITY OF INFORMATION: Both Parties understand and agree that data, materials, and information disclosed by a Party to the other Party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each Party covenants that data, material, and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without prior written consent of the disclosing Party.

30. DATA SECURITY and COMPLIANCE WITH C.R.S. §§ 6-1-713, 6-1-713.5 AND 6-1-716 REGARDING PROTECTIONS FOR CONSUMER DATA PRIVACY: The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §§ 6-1-713, 6-1-713.5, and 6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach. In addition, the Contractor shall: a) employ acceptable security standards; and b) promptly notify the County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes

32. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel in accordance with this or any subsequent agreement subject to this Agreement, should any disputes arise with respect to this Agreement or referencing SOSA, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Both Parties agree to give best efforts to resolve disputes amicably whenever possible. As such, the Parties will try to resolve disputes at the lowest level possible, starting with each Party's Authorized Representative. Disputes may be elevated when appropriate to higher level decision makers if and as deemed appropriate under the circumstances. The Parties agree that, the existence of a dispute notwithstanding, each Party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute. In the event the grievance cannot be resolved to the mutual satisfaction of the Parties within a mutually agreed upon timeframe, the Parties may mutually agree to submit the dispute to mediation. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement.

33. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if such 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 action of government authorities.

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

- 1st Applicable federal requirements, including Federal Transit Administration (FTA) requirements, whether or not expressly included in this Agreement
- 2nd This Agreement, Sections 1 through 34
- 3rd Exhibit A - SOSA and subsequent agreements
- 4th Exhibit B - Federal Certification and Assurance
- 5th Exhibit C - Fee and Rate Schedule
- 6th Request for Proposal (#0019-26)
- 7th Response to Request for Proposals

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EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2026-2027
RIVER NORTH TRANSIT, LLC

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this day of 2026, 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 Contractor are sometimes collectively referred to herein as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County has an active Master Services Agreement dated _____, 2026, (the “MSA”) with the Contractor to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County is undertaking certain activities to provide public services; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

- 1. MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the Parties.
- 2. SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Contractor. The Contractor shall be responsible for the complete delivery of the services described in Exhibit 1, including all operations, staffing, maintenance, technology, customer service, and coordination necessary to meet the requirements of this SOSA.
- 3. MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$1,991,720.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit 1, the Contractor attests by virtue

of executing this SOSA that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

Invoices shall be submitted in a format acceptable to the County and consistent with applicable Federal Transit Administration (FTA) requirements, as applicable. The Contractor shall provide sufficient supporting documentation to substantiate all costs, including operating, administrative, and any optional service costs. The County reserves the right to request additional documentation as necessary to support invoiced amounts.

4. **REPORTING REQUIREMENTS:** The Contractor shall provide all reporting necessary to support County oversight and compliance with applicable requirements. Reporting shall include operational, financial, and performance data sufficient to support Federal Transit Administration (FTA) compliance and National Transit Database (NTD) reporting, as applicable. Reports shall be submitted in a format and frequency acceptable to the County. The County reserves the right to modify reporting requirements as necessary to ensure compliance with applicable federal or program requirements.
5. **TERM:** It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:01 a.m. **JULY 14, 2026**, and terminate at 11:59 p.m. on **JULY 30, 2027**. This SOSA 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. **INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit 4, 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 Agreement.
7. **HEADINGS; RECITALS:** The headings contained in this SOSA are for reference purposes only and shall not in any way affect the meaning or interpretation of this SOSA. The Recitals to this SOSA are incorporated herein.
8. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

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

RIVER NORTH TRANSIT, LLC

BY: _____

Printed Name: _____

Title: _____

DATE: _____

Exhibit 1

In accordance with the Master Services Agreement (“Agreement”), 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 Castle Rock:

- 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 across the region 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
- Trips that are competitive in trip time and cost to a single-occupancy vehicle

The Contractor’s Services shall include:

- Pooled ride real time microtransit/regional rideshare dynamic outing and service design management including, but not limited to, virtual stops, fixed stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests.
- 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.

Completion or Termination of Project

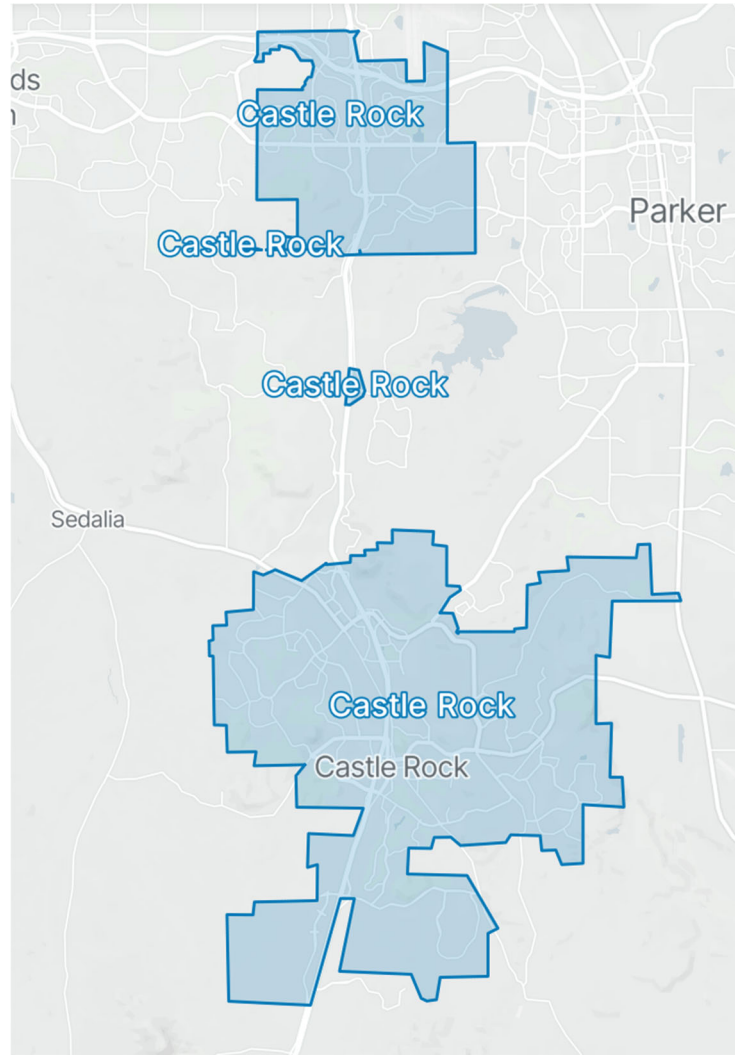
Upon service completion or termination of the Project, the Contractor will have 90 calendar days, or an earlier date as agreed upon by the parties, to submit to the County all final performance reports, a certification of expenses incurred that implement the Agreement, and the necessary audit reports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

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 54 square mile zone covering the incorporated borders for the Town of Castle Rock, the current Central Zone for Link on Demand in the City of Lone Tree, the Castle Pines Park-n-Ride located off Castle Pines Parkway and certain unincorporated areas of Douglas County as indicated in the service map below.
- **Vehicle Hours:** The Contractor estimated that serving the zone will require 29,000 vehicle hours. Performance metrics should be included in reports by the Contractor with the County’s Project Manager as set forth in Exhibit 3.
- **Service Days/Hours:** Monday - Thursday (7AM - 7PM), Friday (7AM - 10PM), and Saturday (10AM – 10PM).

(Remainder of Page Intentionally Blank)



- **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.

- o Upgrade the technology for current and future app users, as becomes available.
 - o Brand with the County service name and logo.
 - o View the address and name of business when making a reservation.
 - o Have easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
 - o 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.
 - The Contractor will provide sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit/regional rideshare service. All staff must be properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances.

The Contractor will conduct appropriate background checks, and drug and alcohol testing pursuant with 29 CFR Part 40 which lists required procedures for conducting workplace drug and alcohol testing for the Federally regulated transportation industry and 49 CFR Part 655 for the prevention of alcohol misuse and prohibited drug use in transit operations. To ensure the safety of at-risk adults, the Contractor will request background checks from the Adult Protective Services (APS) data system (called CAPS) to minimize the potential of employing persons with a history of mistreating at-risk adults. A reasonable number of drivers needed to provide ADA accessible trips shall be trained and certified to provide wheelchair service. Drivers shall be familiar with the service area and/or be given adequate time and training prior to implementing service.

- **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 reflects the in-service and spare vehicles necessary to meet service demands. Initial service offering is planned to include a fleet of gasoline powered and hybrid 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 according to this scope of services. 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.

All vehicles utilized to provide service under this Agreement shall remain under the ownership, lease, or operational control of the Contractor unless otherwise approved in writing by Douglas County. To the extent the scope of services, funding structure, vehicle ownership structure, or applicable federal requirements change during the term of the Agreement, Douglas County reserves the right to require compliance with any additional Federal Transit Administration (FTA) rolling stock, Buy America, vehicle testing, audit, or related federal requirements determined to be applicable.

- **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.
- **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. If the County is able to provide storage on behalf of the Contractor, the Contractor will provide a parking credit of \$2,000 per month on each monthly invoice.
- **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: Program Expansion

- Recruit and train all necessary staff ahead of launch.
- Field test of sample trip operations and make any additional service adjustments needed before launch.
- 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

- Support Douglas County oversight activities, FTA compliance reviews, audits, and related documentation requests.
- 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.

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.

Branding

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 3 (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.

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Exhibit 2
METHOD OF PAYMENT

The Fees for the Service are outlined below. The Contractor will require the County 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 1, Scope of Services, subject to extension by mutual agreement of the parties on terms to be agreed, including any change in fees. The total amount for this Scope of Services Agreement shall not exceed **ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$1,991,720.00)**

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.

Ongoing Invoice Fees

The County shall be responsible for monthly ongoing fees of **SIXTY-EIGHT AND 68/100 DOLLARS (\$68.68)** 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 xx dollars and zero cents (\$25,000.00) 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 2**. 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:

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

Invoicing

The Contractor shall provide monthly invoices on or before the 15th of each month and by email to rarthur@douglasco.gov 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 30
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 3
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, Douglas County, Ryan Arthur
- Community Services Supervisor, Douglas County, Allison Cutting
- Assistant Director of Community Services, Douglas County, Rand Clark
- Transportation Planner, Town of Castle Rock, Tom Reiff

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:

1. How new passengers learned about the service, made available through ad-hoc rider surveys.
2. Passenger counts (per day, per hour, per month, per vehicle).
3. Vehicle miles traveled, average trip length, on-time performance, and out of zone requests.
4. Unique new passenger numbers and statistics on rider retention over time.
5. Cancellation rates and how they may relate to other factors such as wait time (accounting for weather).
6. Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up), trip origin and destination pairs.
7. Service utilization (passengers per hour) by time of day and day of week.
8. Average distance required to walk from desired pick-up/drop-off locations to actual pick-up/drop-off locations.
9. 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>

EXHIBIT 4
INSURANCE REQUIREMENTS

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 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 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

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 and the Town of Castle Rock (Municipal Partner). No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

OTHER INSURANCE PROVISIONS:

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

Additional Insured Status. The County, the Municipal Partner, and their respective 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 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 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 **Contractor or Contractor's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by the County, the Municipal Partner, or their respective officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County and the Municipal Partner.

Waiver of Subrogation. Contractor hereby grants to the County and the Municipal Partner a waiver of any right to subrogation which any insurer of said Contractor or Contractor may acquire against the County or the Municipal Partner by virtue of the payment of any loss under such insurance. 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 the County or the Municipal Partner has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. 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. The County and the Municipal Partner may require the 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 County and/or Municipal Partner. The Contractor will indemnify the County and the Municipal Partner, 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 the County and the Municipal Partner.

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 Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. Contractor shall furnish the County and the Municipal Partner 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 the County and the Municipal Partner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the

Contractor's obligation to provide them. The County and the Municipal Partner reserve the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County and the Municipal Partner reserve 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 Contractor to provide insurance policies to the County and the Municipal Partner within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate its contract with the Contractor.

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
[Email: risk@douglasco.gov](mailto:risk@douglasco.gov)

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7414
Email: attorney@douglasco.gov

with a copy to:

Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, Colorado 80104
Email: Legal@crgov.com

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the County and the Municipal Partner are additional insureds on insurance required from subcontractors.

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 its contract with the County upon which the County may immediately terminate that contract.

Special Risks or Circumstances. Upon their agreement, the County and the Municipal Partner reserve the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit B

This contract is classified as a federally funded operational service contract exceeding the Simplified Acquisition Threshold. Applicability of federal provisions has been determined using the “General Provisions Applicable to All Contracts” section of the FTA Third-Party Contract Provisions Matrix (March 2026), based on applicable dollar thresholds. Clause language was sourced from standard industry templates aligned with FTA Circular 4220.1 and the Best Practices Procurement Manual.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids

Master Services Agreement, [River North Transit, LLC], 29 of 45

or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49

C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial

Master Services Agreement, [River North Transit, LLC], 30 of 45

Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

DOMESTIC PREFERENCES FOR PROCUREMENTS

1. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

Master Services Agreement, [River North Transit, LLC], 33 of 45

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
3. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

1. Definitions. As used in this clause—
 - a) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
 - a. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
2. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
3. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

1. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular

4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

2. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
3. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
4. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that

if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain covered telecommunications equipment or services;
 - b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
3. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
5. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
6. For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

1. Conditions on use of funds.
 - a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
 - c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
 - d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

- e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
2. Certification and disclosure.
- a. Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - i. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - ii. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
 - b. Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - i. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - ii. **A Federal loan** or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
 - iii. Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
 - c. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - iii. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
 - d. Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - i. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - ii. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - iii. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - iv. **A contract** or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
3. Shall file a certification, and a disclosure form, if required, to the next tier above.
- a. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
 - b. Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
 - c. For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring

between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

- d. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SOLID WASTES (RECOVERED MATERIALS)

1. A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing

compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

1. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - a. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - b. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - c. The amount of federal assistance FTA has provided for a State Program or Project.
2. Documents - The State agrees to provide the information required under this provision in the following documents:
 - a. applications for federal assistance,
 - b. requests for proposals or solicitations,
 - c. forms,
 - d. notifications,
 - e. press releases,
 - f. other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
 - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - c. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Master Services Agreement, [River North Transit, LLC], 40 of 45

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
3. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

(Remainder of Page Intentionally Blank)

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspension,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,

- e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Name of Contractor: _____ Type or print name: _____

Signature of authorized representative: _____ Date ____ / ____ / ____

(Remainder of Page Intentionally Blank)

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify

(Name and title of official)

On behalf of _____ that:

(Name of Contractor)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Contractor: _____ Type or print name: _____

Signature of authorized representative: _____ Date ____ / ____ / ____

Exhibit C
Fee and Rate Schedule

Price per Vehicle Hour

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate per Vehicle Hour	\$68.68	\$70.56	\$72.88	\$75.21	\$77.85

Note: One-time costs of \$28k per WAV retrofit and \$3.5k per vehicle wrap to be billed separately for additional vehicles added to the fleet. Per-ride regulatory fees will also be treated as a pass-through.
