Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and Via Mobility, an independent contractor with a principal place of business at _2855 N 63rd Street, Boulder, CO, 80301 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as: the Erie Bee Microtransit Service.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue for a term of two years unless otherwise terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant $450,000. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; the Energy Policy and Conservation Act; and all applicable regulations of the Colorado Public Utilities Commission (the "PUC").

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

F. Consultant shall verify compliance with establishing and implementing a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655 as amended.

G. Consultant shall assume all obligations of the Town in strict accordance with the terms identified in Exhibits A, C, E, F, and G to the 2026 Funding Agreement for RTD Funding of Local Transportation Services, Town of Erie Microtransit Pilot, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Funding Agreement"). Consultant shall provide all services, including labor and equipment, and do all tasks necessary and incidental to complying with the Funding Agreement. Consultant understands that it is subject to, and must comply with, the applicable terms of the Funding Agreement and the exhibits thereto.

I. Consultant represents that it is listed in Sam.gov as 'active,' and has no debarments or suspensions on its record. Consultant's unique entity identifier ("UEI") is KHBGHAMJMH63.

V. <u>Ownership</u>

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. <u>Independent Consultant</u>

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, occupational disease, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town, the Colorado Department of Transportation ("CDOT"), and the Regional Transportation District ("RTD") and their officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

4. Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles, with minimum limits of $1,000,000 combined single limit.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. Prior to performing any work under this Agreement, Consultant shall provide to the Town and RTD a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

D. Consultant and its subcontractors shall request their insurance policies contain language requiring the insurer to provide the Town and RTD with 30 days' advance notice of cancellation of policies. Consultant and its subcontractors shall be responsible to immediately notify the Town and RTD in writing by email of any changes to, cancelations of or notices of an insurer's intent to not renew insurance. Such notice shall be provided no later than 24 hours after Consultant or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Any notice of changes, cancellation or intent to not renew shall be provided to the designated notice contacts set forth IX(E) of this Agreement and to the RTD Department or Division as provided in Exhibit G of the Funding Agreement.

E. Consultant and its subcontractors and their agents and employees waive all rights of subrogation against the Town, CDOT, and RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

VIII. Indemnification

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

IX. Miscellaneous

A. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. CDOT and RTD are third-party beneficiaries of this Agreement. There are no other intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *Electronic Signatures*. The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Consultant

By: DocuSigned by: Frank Bruno 79B16C2BF6994C4... _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of _____.

My commission expires:

(Seal)

_____
Notary Public

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit A
Scope of Services

The proposed scope of services must include at a minimum, the following items:

Task 1: Project Management and Oversight

- Project management plan including project meetings, coordination, communication, invoicing, and schedule. This plan will be finalized during final contract negotiations.
- Establish a workplan that ensures the project meets the preferred service launch date.
- Provide a quality assurance/quality control plan/memo that outlines how the vendor 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 area and characteristics, as shown in Attachment A, based on technology capabilities, costs, vendor modeling, or additional/new data.
- Record each request with a destination outside of service area for service analysis.
- Make necessary final adjustments to service plan to optimize service delivery.
- Obtain all necessary regulatory approvals.

Task 3: Launch Program

- Recruiting and training of all necessary staff ahead of launch.
- Field test technology and shuttle operations and make any additional service adjustments.
- Help support program marketing and outreach, including providing vehicles to the Town for vehicle wrap installation ahead of launch.
- Participate in launch promotional event.

Task 4: Operation of Service

- Daily service provision according to the service plan.
- Continuous and ongoing service improvements.
- Driver training and oversight.
- Daily service oversight, management, monitoring, and troubleshooting.
- Maintenance of vehicles.
- Crashes, incidents, and complaint investigation and reporting.

- Compliance with PUC regulations, as applicable.

Task 5: Assessment and Evaluation

- Quarterly meetings between Contractor and the Town during the project period including any training or updates that Town staff should be aware of.
- Monthly reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
- Quarterly written reports to the Town on project progress, performance, challenges, and adjustments.
- Service adjustment suggestions and associated service change implementation.

Town Provided Support

The Town agrees to provide the following:

- Data reporting to state and federal entities
- Support to resolving customer complaints that are escalated to the Town
- Marketing, promotion, and branding associated with the microtransit service
- Vehicle graphics and costs associated with design, production, and application

Additionally, the Town will handle all local, state, and federal reporting, data requests, grant management, and funding requests associated with the service.

Minimum Requirements

The Town has developed minimum and preferred requirements for this RFP. Minimum requirements are as follows:

- Contractor must provide microtransit dynamic routing and service design management including, but not limited to, virtual stops, fixed stops, trip demand, zone-based vehicle assignment/dispatch, and ADA trip requests.
- Contractor must provide a fully tested (no Beta versions allowed) smartphone app (publicly available to both iPhone and Android users and meets ADA accessibility) interface to allow passengers to book and schedule microtransit trips in both English and Spanish. The app shall allow:
    - Passengers to see the microtransit service zone and available vehicles on a map interface.
    - Passengers to rate drivers and service quality.
    - Passengers to see information on the requested vehicle and driver prior to booking a trip or pick up.
    - Passenger to see estimated time of pick up, estimated time of arrival at requested destination, and selected travel route.
    - Passengers to indicate if they need an ADA-accessible vehicle.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

  - Passengers to indicate if they are 65+ or 13-18 years of age.
  - Passengers to indicate if trip is for medical, school or work purposes.
  - Passengers to indicate group size and specify if any children are riding.
  - Drivers to add walk up customers.
  - Real time audio/visual directions and notifications for drivers.
  - A passenger profile to be created that identifies special needs of the rider in terms of vehicle type and accessibility.
  - Technology upgrades over time for current and future app users.
  - Branding with the Town service name and logo.
  - Ability to show address and name of business when booking.
  - Ability to provide easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
- Contractor must provide sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit service, and all staff must be properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances.
- Contractor must provide the necessary vehicles to operate the transit service and be responsible for vehicle fueling, storage, appropriate licensing, preventative maintenance, cleaning, 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 (no conversions from freight vehicles will be allowed).
- Contractor must provide its own facility(ies) for storing, maintaining and fueling the vehicles and housing operations, maintenance, and administration.
- Contractor must have in place suitable insurance coverage including worker's compensation, vehicle coverage, and general liability insurance.
- Contractor must provide access to microtransit to passengers without a smartphone through a dispatch phone number available at all times that the microtransit service operates in both Spanish and English.
- Contractor must allow service adjustments to the transit service including possible fixed or flex route schedule and routing, microtransit zones, service times, service days, and trip booking parameters, as necessary to improve service over time (the Town understands that some service adjustments may require budget adjustments that will be discussed and agreed upon in writing as an amendment to the standard transit service agreement).
- Contractor must identify and implement commercially available data security measures to protect customer personal information, including the use of

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

multifactor authentication if applicable. These measures must comply with applicable federal, state, and local laws and regulations including the Town's policies, procedures, and practices.

- Contractor must be able to share data with the Town including without limitation:
    - Passenger counts (per day, per hour, per month, per vehicle).
    - Vehicle miles traveled.
    - Average trip length.
    - Unique new passenger numbers and statistics on rider retention over time.
    - User types and ride purpose
    - Cancellation rates and how they may relate to other factors such as wait time or destination outside of service area (controlling for weather).
    - Rejection or trip denied rates, reasons provided, if applicable.
    - On-time performance.
    - Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up).
    - Trip origin and destination pairs, including in map format.
    - Service utilization (passengers per hour) by time of day and day of week.
    - How new passengers learned about the service.
- The transit fleet must include an ADA accessible vehicle so 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.
- Contractor must accept and work with any third-party service providers that the Town may need to contract with to improve the transit service.
- Contractor must allow vehicles to be wrapped and branded as a Town service, according to the defined program brand, color scheme, and logo (Town responsibility to provide design and costs associated with vinyl graphics application).
- Contractor must be able to comply with all applicable FTA requirements, certifications, clauses, and circulars.
- Contractor must comply with all applicable PUC regulations including obtaining a CPCN if operating outside the jurisdictional limits of the Town.
- Contractor must be able to provide monthly invoices that break out user types, maintenance, operating, and administration costs that make up the contracted hourly cost.
- Contractor must be listed in Sam.gov as 'active,' and have no debarments or suspensions on their record.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Preferred Requirements

Preferred requirements for this RFP include:

- Bilingual drivers.
- Drivers with local knowledge of the service area.
- Ability for passengers to see real-time fixed route bus locations and estimated arrival times of the vehicle operating on the fixed route service (RTD), utilizing a smartphone app and/or website.
- Ability to integrate transit trip planning into Google Maps.
- Functionality to manage/minimize no-shows.
- Subscription/reservation trip booking functionality including for advanced multi-day bookings.
- Town access to data software platform and performance dashboard.
- A website booking option for those who may not want to use the smartphone or call-in options for microtransit trips.
- Existing CPCN to serve the Town and surrounding areas.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit B
2026 Funding Agreement for RTD Funding of Local Transportation Services, Town of Erie Microtransit Pilot

This 2025 Funding Agreement for RTD Funding of Local Transportation Services of the Town of Erie Microtransit Pilot ("**Agreement**") is made and entered into as of _____, 2025 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the Town of Erie, a home rule municipality of the State of Colorado ("**Town of Erie,**" or "**Town**"). The Town and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties"**.

RECITALS

RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, et seq. (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Town may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Town.

RTD established the RTD Partnership Program ("**Partnership Program**") to help communities within its District meet local mobility needs through transportation pilot projects of their own design. The intent of the Partnership Program is to fund additional transit deployment or other mobility services operated by the project sponsor or its procured contractor(s).

The Parties agree that the transit services provided by the Town described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the Town.

In order to support transit services supplemental to those services provided by RTD in the Town, RTD wishes to contribute local funds to the Town for the provision of Services within the RTD District from 2026 to 2028 according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

GENERAL.

Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Services
Exhibit B: Description of the RTD Funding
Exhibit C: Performance Expectations
Exhibit D: Communication and Notices – Contacts
Exhibit E: Special Provisions
Exhibit F: Transit Equity
Exhibit G: Insurance Requirements

Recitals. The recitals set forth above are incorporated herein by this reference.

Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES. The Town shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The Town and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Town shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the Town shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Town ceases to provide the Services.

SERVICES. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior

notice by RTD to the Town. The Town shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the Town has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

RTD FUNDING. RTD will reimburse the Town as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B,** but such amount will not exceed $500,000.00 ("**RTD Funding**") for the term of this Agreement (January 1, 2026 to December 31, 2028). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the Town.

INVOICING AND PAYMENT.

The Town will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the Town, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

ELIGIBLE EXPENDITURES

In the event that the Town incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse the Town only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

The Town shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

The Town agrees to ensure that the program identified in **Exhibit A** as Services funded by this agreement relate to transportation services commencing or concluding in portions of the Town located within the RTD boundaries.

The Town agrees to further ensure that all trips paid for under this agreement that fall within the Program category of transportation services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

RECORDS. The Town, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to

support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Town shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database ("**NTD**") data shall be kept in accordance with Federal Transit Administration ("**FTA**") requirements and shall be reported as part of RTD's NTD submission.

AUDITS. RTD reserves the right to audit the Town, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the Town is not in compliance with any term of this Agreement, Town staff will meet with RTD staff within fifteen (15) calendar days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the Town under this Agreement. The Town shall provide RTD with a copy of the written results of any internal audit performed by the Town or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

MARKETING.

The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Town shall allow RTD to display an appropriate RTD logo in accordance with the section titled "Partnership Logos" in the RTD Brand Book (a copy of which is available upon request), on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

The Town and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs and expenses associated with the Town marketing efforts are not included in the RTD Funding.

PERFORMANCE EXPECTATIONS. RTD will set and assess Performance Expectations ("**Performance**") of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the Town if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.

PROCUREMENT MONITORING. Pursuant to RTD procurement policies and procedures ("RTD Procurement Policy"), RTD is responsible for ensuring that RTD funds are used to support procurement transactions that provide for full and open competition. RTD's monitoring of compliance with RTD Procurement Policy will require, at minimum, a review of the procurement procedures used to procure any portion of the Services, either through site visits or a review of written procurement manuals and transactions. RTD will review each

procurement related to provision of the Services prior to release to ensure compliance with RTD Procurement Policy.

LIABILITY AND INSURANCE.

The Parties agree that RTD shall have no liability to the Town or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Town. This provision shall survive termination of this Agreement.

The Town and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

The Town and/or its designated agent(s) (for purposes of insurance collectively referred to as "Contractor" in Exhibit G) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G.**

TRANSIT EQUITY. RTD has established a Title VI Program. The Town must adhere to all conditions set forth in **Exhibit F**.

GENERAL PROVISIONS.

Available Funding. This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.

Other Sources of Funding. Nothing in this Agreement will prevent the Town from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.

Merger. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties,

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

promises or agreements, express or implied, shall exist between the Parties, except as stated herein.

Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the Town, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.

Communication and Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.

Term and Termination. This Agreement shall be deemed to have commenced on January 1, 2026, and shall remain in effect until December 31, 2028, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

Amendment. The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

Authority. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

No Effect on RTD Rights or Authority. Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq*.

Assignment. Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.

Prohibited Interests. No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

No Third-Party Beneficiaries. It is expressly understood and agreed that 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

Changes in Law. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

Status of Parties.

The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Town. The Town acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Town or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Town shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

by law, and shall be solely responsible for its own actions, its employees and agents.

Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[*Signature pages follow*]

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____

Debra A. Johnson
General Manager and CEO

TOWN OF ERIE

By: _____

Andrew Moore
Mayor

ATTEST:

Approved as to legal form for RTD:

_____

XXXX
(INSERT TITLE)

Approved as to legal form for Town of Erie

_____
Town Clerk

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit A
Description of the Services

Services Description:

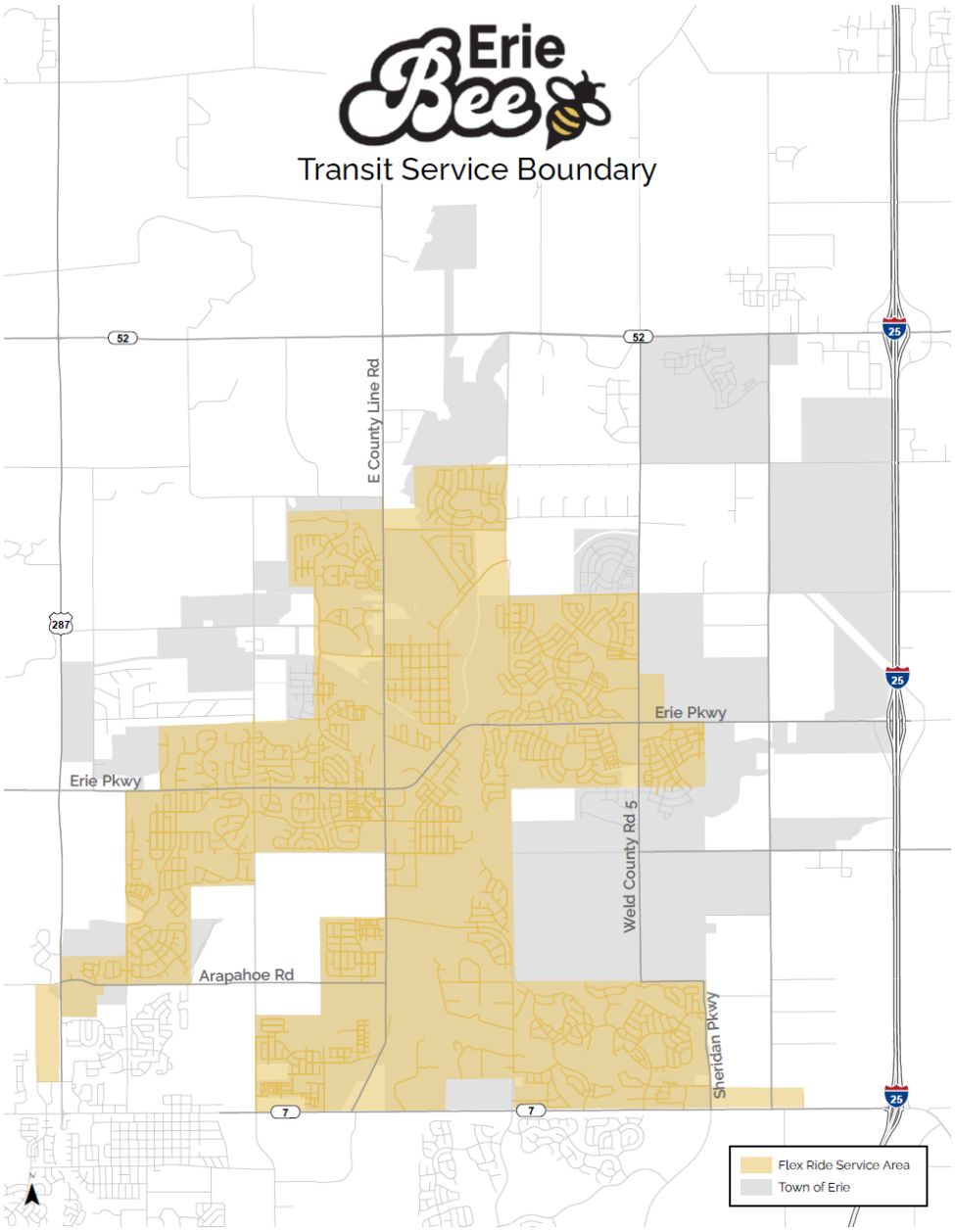
The Town will operate demand-responsive vehicles providing transit services for the general public within the RTD District up to 14 hours Monday through Friday for a total Annual Revenue Hours of up to 10,962 hours in the area identified in the map below. Hours are based on three (3) vehicles operating.

Span of Service:

Weekday-	6:00 AM- 8:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	10,962
Saturday-	Not Applicable
Sunday-	Not Applicable
Total	10,962 estimate of hours if operating full schedule


Erie Bee
Transit Service Boundary
52
52
25
E County Line Rd
287
25
Erie Pkwy
Erie Pkwy
Weld County Rd 5
Arapahoe Rd
Sheridan Pkwy
7
7
25
Flex Ride Service Area
Town of Erie

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit B

Description of the RTD Funding

RTD shall contribute up to $500,000.00 towards the Town's costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2026, through December 31, 2028. Should the actual hours operated be reduced from those outlined in **Exhibit A,** payment will be reduced accordingly. The Town will contribute up to $125,000.00 towards the costs of operating the Services.

Calendar Year	RTD Funding	Local Funding	Total
2027	$500,000	$125,000	$625,000
		Total Project Cost	$625,000

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit C

Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

Two (2) passengers/boardings per hour

50% of trips wait time is less than 30 minutes

80% rolling stock reliability

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit D

Communication and Notices – Contacts

For the Town:

Town of Erie
645 Holbrook St.
Erie, Colorado 80516
Attn: Miguel Aguilar
720.698.2293
maguilar@erieco.gov

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Erin Vallejos
303.299.6177
erin.vallejos@rtd-denver.com

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit E
Special Provisions

REPORTS. On a quarterly basis, the Town or its designated agent will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number passengers and wheelchairs.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 7 of this Agreement, the Town or its designated agent will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

MARKETING MATERIALS. The Town will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the Town. The Town will have final say on any issues related to marketing materials or marketing plans.

DRUG AND ALCOHOL TESTING PROGRAM: The Town shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, 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 40 and Part 655 and review the testing process. The Town further agrees to: (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the Term of this Agreement; (ii) submit the Management Information System (MIS) reports by no later than February 15 of every year during the Term of this Agreement to the HR DOT Compliance Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202; and (iii) no less than two (2) weeks prior to the execution of this Agreement, provide RTD copies of the drug and alcohol testing program policies of each of its contractor(s) providing the Services. To certify compliance, the Town shall use the "Alcohol and Controlled Substances Testing Certification" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

A contractor that has no prior relationship with RTD, or RTD's current contractors, will be required to provide RTD's HR DOT Compliance Department with a Designated Employer Representative (DER), and a back-up DER, as points of contact for drug and alcohol testing compliance issues. Both the DER and back-up DER must have sufficient experience in the administration of a regulated drug and alcohol program (at least two (2) years) or have completed a Transportation Safety Institute Substance Abuse Management class at least three (3) months prior to award of the contract from the Town. Compliance with all applicable rules and regulations applies from the start of the contract.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Exhibit F

Transit Equity

Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the Town will be treated as an extension of RTD for compliance with the objectives of Title VI.

The Town agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the Town shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

   To file a complaint or obtain more information regarding RTD's complaint procedures, visit https://www.rtd-denver.com/reports-and-policies/title-vi-policy; call 303.299.6000; email titlevicomplaints@rtd-denver.com or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

1. The Town must post a copy of this notice on their website and any vehicles of services that are RTD-funded.

2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within fifteen (15) calendar days of receipt.

The Town shall comply with any investigations and requests for information regarding complaints of discrimination.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Should RTD find that any practice, policy, or procedure of the Town results in a discriminatory outcome, RTD will provide specific instructions to the Town on how corrective action shall be taken.

Pursuant to FTA regulations, the Town shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The Town shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the Town provision of the Services for years occurring after the expiration of the term of this Agreement, the Town shall be required to submit the Title VI Letter to RTD every three (3) years.

EXHIBIT G

REGIONAL TRANSPORTATION DISTRICT
INSURANCE & BOND REQUIREMENTS
FUNDING INTERGOVERNMENTAL AGREEMENTS - MICROTRANSIT

PUBLIC ENTITY
SELF-INSURANCE ACKNOWLEDGEMENT

The Town is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. The Town shall have the right to comply with and satisfy any or all of its insurance obligations under this Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of the Town's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, the Town shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, the Town shall require that its Contractor(s) and subcontractor(s) procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

General

All defined terms contained in this **Exhibit F** shall have the same meaning ascribed to them in this Agreement.

The Contractor shall procure and maintain, and shall require that its subcontractors purchase and continuously maintain in full force and effect for the term of this Agreement, all insurance policies specified in this Exhibit F. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this **Exhibit F** shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors shall remain solely and fully liable for all deductibles/Self-Insured Retentions (SIRs) and amounts in excess of the coverage actually realized.

Commercial Automobile Liability Insurance

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage: $1,000,000 combined single limit

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

Workers' Compensation and Employer's Liability Insurance

At all times during performance of this Agreement, the Contractor and its subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The **Contractor** and its subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage: $1,000,000

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's and each of its subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

3. The Contractor and its subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 calendar days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor and its subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancelations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than 24 hours after the Contractor or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.

4. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation).

5. The Contractor and its subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

6. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor and its subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor and its subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor and its subcontractors are responsible hereunder, the Contractor and its subcontractors shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $25,000 in the Contractor's and its subcontractors' insurance must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor and its subcontractors. The required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. A certified, true and exact copy of each insurance policy (including renewal policies) required under this Agreement shall be provided to RTD if so requested within three (3) business days.

Maintenance of Coverage and Renewal Policies

No less than 21 calendar days prior to the expiration date of any policy to be provided by the Contractor and its subcontractors, the Contractor shall promptly deliver to RTD proof of insurance required by the terms specified herein for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

There shall be no recourse by any party, insurer, the Contractor or its subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor or its subcontractors.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to have or maintain, or failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor or its subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.

BOND REQUIREMENTS

None required.

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

VIAMOBIL0C NPREWITT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURICA
10 SW 2nd Street
Lawton, OK 73501

CONTACT NAME: Nicole Prewitt
PHONE (A/C, No, Ext): (580) 585-4030 FAX (A/C, No): (580) 353-7184
E-MAIL ADDRESS: Nicole.Prewitt@INSURICA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group, Inc.	10023
INSURER B : Evanston Insurance Company	35378
INSURER C : Transit Re	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Via Mobility Services
2855 N. 63rd Street
Boulder, CO 80301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		02-CP-0064233-01-05	4/30/2025	4/30/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: E&O - Aggregate 2mil						Each Occur	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		MKLV2IM0000843	12/1/2025	12/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X		02-UB-0064233-01-05	4/30/2025	4/30/2026	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Directors and Office			02-CP-0064233-01-05	4/30/2025	4/30/2026	Aggregate	1,000,000
C	Excess Liability			TRCFR25.05	12/6/2025	12/6/2026	Excess over 2mil	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Underlying Policies: Auto Liability and General Liability

Town of Erie and The Colorado Department of Transportation are Additional Insured with respects to General Liability and Auto Liability, where required by written contract.

CERTIFICATE HOLDER

Town of Erie
645 Holbrook St
Erie, CO 80516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nicole Prewitt

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associates Insurance Group
7395 E. Orchard Rd.
Greenwood Village CO 80111

CONTACT NAME: Elizabeth Gille
PHONE (A/C, No, Ext): (303) 793-3388 FAX (A/C, No): (303) 793-3386
E-MAIL ADDRESS: egille@getagc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance	41190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Via Mobility Services
Attn: Director Of Finance
2855 N 63rd St
Boulder CO 80301

COVERAGES **CERTIFICATE NUMBER:** Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N: Y ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4023978	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of the certificate holder as respects Workers' Compensation.

CERTIFICATE HOLDER

Town of Erie
645 Holbrook St
Erie, OC 80516 CO 80516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate Of Completion

Envelope Id: 88EB9DAB-3A0D-4943-B6B5-CFD65CB169E5
Status: Completed
Subject: Complete with Docusign: Erie Bee PSA 02-02-26.docx, Erie COI.pdf
Source Envelope:
Document Pages: 35
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Lyndsy Willette
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
lwillette@erieco.gov
IP Address: 73.95.181.130

Record Tracking

Status: Original
2/2/2026 4:49:30 PM

Holder: Lyndsy Willette
lwillette@erieco.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Frank Bruno fbruno@viacolorado.org Chief Executive Officer Via Mobility Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/4/2026 4:38:23 PM ID: 4408037e-3786-4d38-bcff-adefc0adfc12	DocuSigned by: Frank Bruno 79B16C2BF6994C4... Signature Adoption: Pre-selected Style Using IP Address: 50.238.130.178	Sent: 2/4/2026 2:11:13 PM Resent: 2/4/2026 3:57:45 PM Viewed: 2/4/2026 4:38:23 PM Signed: 2/4/2026 4:38:31 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Frank Bruno fbruno@viacolorado.org Chief Executive Officer Via Mobility Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/4/2026 4:38:23 PM ID: 4408037e-3786-4d38-bcff-adefc0adfc12	COPIED	Sent: 2/4/2026 2:11:15 PM Viewed: 2/4/2026 2:12:02 PM
Miguel Aguilar maguilar@erieco.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/4/2026 4:08:48 PM ID: 9b35ded6-05b7-4286-a335-d4402a3ff979	COPIED	Sent: 2/4/2026 4:38:33 PM Viewed: 2/4/2026 4:59:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 4:50:32 PM
Envelope Updated	Security Checked	2/2/2026 4:51:52 PM
Certified Delivered	Security Checked	2/4/2026 4:38:23 PM
Signing Complete	Security Checked	2/4/2026 4:38:31 PM
Completed	Security Checked	2/4/2026 4:38:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.