

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Mobility Ecosystem Software as a Service Project (“Project”) is made and entered into on _____ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Via Mobility, LLC**, a Delaware limited liability company (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: the Mobility Eco-System Request for Proposals, dated January 16, 2026, Contractor’s Proposal submitted in response thereto (the “Proposal”); and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Scope of Work

Contractor will supply the software, licensing, onboarding, and ongoing support and training, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work.

Section 3. Term

The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. Thereafter, the City will have the option to renew this Contract for up to two (2) additional one (1) year periods, by written amendment to this Contract.

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor on a time and materials and subscription fee basis, as set forth in **Exhibit A**, with a total contract value guaranteed not to exceed **Seven Hundred Fifty-Nine Thousand One Hundred Eighty-Seven Dollars (\$759,187)**, for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

4.2. **Exhibit B**, attached hereto and incorporated by reference herein, outlines pricing rates provided by Contractor for additional options, services, and licenses outside of what is included as part of the Work for the Project, which may be purchased at the City’s option. Contractor will be provided with a Task Order, the form of which is attached hereto as **Exhibit C**, to complete and sign for any purchases made from **Exhibit B**. The cumulative maximum compensation amount for all Task Orders shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**.

4.3. Contractor’s Contract Sum is all-inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers’ compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

4.4. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 5. City’s Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 16**.

Section 6. City's Project Manager

The City's Project Manager is Diana Kotler. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 7. Contractor's Project Manager

Contractor's Project Manager is Chrissie Grover-Roybal. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 8. Subcontractors and Assignments

8.1. Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

8.2. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

8.3. Unless otherwise specifically provided by this Contract, a written consent granted in accordance with **Section 8.2**, or a valid amendment pursuant to **Section 18**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for services performed by others on behalf of Contractor).

8.4. Contractor shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of **Section 9**, below, and meet the same insurance requirements of Contractor under this Contract.

8.5. The City has the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 9. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 10. Contractor's Responsibilities

10.1. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City.

10.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

10.3. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

10.4. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

10.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

10.6. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

10.7. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

10.7.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

10.7.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

10.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

10.8. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

10.9. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

10.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

10.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

10.12. Contractor shall be liable for any fine imposed against Contractor, the City, or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor, or any of its subcontractors or their subcontractors, or any suppliers.

10.13. Because this contract is funded, in part, by federal funds, Contractor must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 11**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 11. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

11.1. **Buy America.** Contractor agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Contractor shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Contractor must have submitted to the City the appropriate Buy America certification with its Bid, as bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit D**.

11.2. **Clean Air and Clean Water.** Contractor agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Contractor agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any

violation of use of prohibited facilities to the City. Contractor understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance provided by the FTA.

11.3. Energy Conservation. 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.

11.4. Recovered Materials. Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

11.5. Lobbying Restrictions. Contractor certifies, to the best of its knowledge and belief, that:

11.5.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.

11.5.2. If any funds other than federal appropriated funds have been paid or will be paid to 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 this federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

11.5.3. Contractor will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients 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 Section 1352, Title 31, U.S. Code. 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.

11.6. Access to Records and Reports. The following federal access to records requirements apply to this Contract:

11.6.1. Record Retention. Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

11.6.2. Retention Period. Contractor agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Contractor will maintain all books, records, accounts, and reports required under this Contract for a period of 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 will be maintained until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

11.6.3. Access to Records. Contractor agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Contractor which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

11.6.4. Access to the Sites of Performance. Contractor agrees to permit the FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

11.7. Contract Work Hours and Safety Standards. Contractor will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

11.7.1. Records Retention. Contractor will maintain payrolls and basic payroll records during the course of performance of the Services under this Contract and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number,

correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

11.7.2. Access to Records. The records maintained pursuant to **Subsection 11.7.1** will be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

11.7.3. Subcontracts. Contractor will require the inclusion of the language of this **Section 11** within subcontracts of all tiers.

11.8. Civil Rights Requirements.

Under this Contract, Contractor will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

11.8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

11.8.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.8.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*);

U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.8.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

11.9. Disadvantaged Business Enterprises.

If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City’s DBE program.

11.9.1. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The percentage of SMART’s overall goal for DBE participation will be determined when and if the City adopts a DBE program. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

11.9.2. Contractor and any subrecipient or subcontractor, shall not discriminate on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by 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 City deems appropriate.

11.9.3. 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 Contractor’s receipt of payment for that work from the City. In addition, ***Contractor may not hold retainage from its subcontractors.***

11.9.4. Contractor must promptly notify the City 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. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the City.

11.10. Program Fraud and False or Fraudulent Statements and Related Acts.

11.10.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, 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 this Contract or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

11.10.2. 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 the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

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

11.11. Suspension and Debarment.

11.11.1. Contractor must comply with and facilitate compliance with U.S. Department of Transportation 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). Contractor is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

11.11.2. Contractor is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.12. Trafficking in Persons.

11.12.1. Contractor agrees that it and its employees that participate in the Project covered under this Contract may not:

11.12.1.1. Withhold monthly progress payments;

11.12.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

11.12.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

11.12.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

11.12.2. Contractor agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

11.12.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

11.12.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.

11.12.3. Contractor agrees to, and assures that each subrecipient will:

11.12.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

11.12.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

11.13. Safe Operation of Motor Vehicles. 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. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that 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.

11.14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

11.14.1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) 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).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) 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.

11.14.2. In implementing the prohibition under *Public Law 115-232*, Section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

11.14.3. See *Public Law 115-232*, Section 889, for additional information.

11.15. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

11.16. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 16**, below.

11.17. No Obligation by the Federal Government.

11.17.1. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

11.17.2. 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.

11.18. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 12. Indemnity

12.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor

shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.3**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

12.2. Limitation of Liability. Notwithstanding anything to the contrary, express or implied, in this Section or elsewhere in this Contract, Contractor shall have no liability to City or any third party for any incident relating to City's direct operation of transportation services. In no event shall the City or Contractor be liable for punitive damages, lost profits, or reputational damages.

12.3. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract or within the prescribed timeframe.

Section 13. Insurance

13.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

13.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The

coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Five Thousand Dollars (\$5,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

13.1.2. Professional Errors and Omissions Coverage. Contractor and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Contractor and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Contractor or subcontractors on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

13.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000)**.

13.1.4. Workers' Compensation Insurance. Contractor, any subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

13.1.5. Insurance Carrier Rating. Coverages provided by Contractor and any subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability,

Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

13.2. Primary Coverage. The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Warranty

14.1. Contractor will provide a full replacement warranty on all products provided hereunder for a standard period of one (1) year, except for the GMV HUB and the Driver Interface ("MDT") for which the warranty period will be two (2) years. The warranty is such that if any product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor will replace such product as specified in the Proposal, at no cost to the City. Warranty dates for each product (including optional items) shall begin on each product's applicable In-Service Date, which means the day when the equipment is installed on the bus and the bus is validated and proven operational. Replacement of products shall only occur for a failure of the product itself when used properly, and not for any damage to the product caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.

14.2. Contractor hereby agrees that Contractor will timely and thoroughly perform all warranty work. Work will be performed at the City's location unless the work cannot reasonably be performed on site. In that case, Contractor will be responsible for transporting the product in need of warranty work from Wilsonville and back to Wilsonville.

14.3. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Work will be free from defects, and that the Work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 15. Suspension

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 16. Early Termination; Default

16.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

16.1.3. By Contractor, effective upon seven (7) calendar days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties

prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

16.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

16.4. Termination under any provision of this **Section 16** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 17. Survival

Termination under **Section 16** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 9, 10.2, 10.12, 12, 14, 16.2, 19, and 20** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 16**.

Section 18. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 19. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Diana Kotler, Transit Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: Via Mobility, LLC
Attn: Emily Shapiro, VP of Operations
114 5th Avenue, Floor 17
New York, NY 10011

Section 20. Miscellaneous Provisions

20.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

20.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

20.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

20.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

20.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

20.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

20.8. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

20.9. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

20.10. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

20.11. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

20.12. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20.13. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

20.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

20.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

20.16. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

20.17. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

20.18. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

20.19. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR:

VIA MOBILITY, LLC

By: _____

Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE

By: _____

Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

EXHIBIT A
SCOPE OF WORK
CITY OF WILSONVILLE DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Via Mobility, LLC, a Delaware limited liability company with its principal office located at 114 5th Avenue, Floor 17, New York, New York 10011 (“**Via**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of the deployment (the “**Deployment**”) in Wilsonville, Oregon.

Customer Name: City of Wilsonville Customer Entity Type / State of Incorporation: Municipal Corporation of the State of Oregon	Customer Notice Address: 29799 SW Town Center Loop E Wilsonville, OR 97070 Customer Email: dkotler@ridesmart.com
Services. Customer will receive access to the standard Via Solution and automatic software updates, comprised of: (a) Fully localized proprietary routing and matching algorithms that analyze all on-demand trip requests, dynamically assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via’s patented technology; (b) Fully localized routing operations software to run fixed route CAD/AVL; (c) Downloadable iOS and Android rider apps and web-based portal that allow customers to book rides, manage rides, track vehicles in real time, and pay for trips; (d) Downloadable driver app that provides efficient turn-by-turn directions and updates dynamically in real-time based on schedule changes; (e) Access to the Via Operations Center (“VOC”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting rider account information, providing customer support, planning and managing live operations, and accessing reports, as provided for in Appendix 1; (f) Access to the data reporting set out in Appendix 1, made available via the VOC; (g) Remix Transit and Scheduling licenses for an unlimited number of users within Customer’s organization during the Term; and (h) Dedicated Customer Success staff.	
Support Services – Installation. Via provides installation support during the Launch process including: (a) Configuration of the system, including but not limited to mapping, rider experience settings, dispatch and operator settings, and scheduling preferences. Configuration will be according to the Scope Lock document signed off on during the first phase of Launch; (b) Testing and quality assurance; (c) Coordination with subcontractors; (d) Helping Customer to build a Launch plan and change management strategy; and (e) Training drivers, dispatchers, and managers on the Via software through live in-person trainings and leave-behind guides.	
<i>Up to four (4) weeks of installation support is included post Launch before transitioning to ongoing support.</i>	
Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below: (a) System adjustments: Includes configuration adjustments to mapping, rider experience settings, dispatch and operator settings, or scheduling preferences: <u>up to ten (10) hours per month</u>. (b) Expert consulting: <u>up to five (5) hours per month</u> ● Operations: Including supply optimization analysis, payment and fraud investigation, and service design analysis; ● Service expansion: Including feasibility analysis for service expansions or additional projects. (c) Tech Support: The Via Support team will use commercially reasonable efforts to respond within two (2) business days for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance. <i>Via will notify Customer if Customer is within one (1) hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i>	

Rider Engagement Resources. Via will provide a set of marketing guides and playbooks based on best practices, along with editable templates that Customer can edit with their branding and service details.

Additional Services. Via can provide optional add-on services, including consulting, live agent support, multi-modal or third-party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request.

Customer Responsibilities.

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights in order to meet mutually agreed upon deadlines.
- (b) **Launch.** Within one (1) week of signing this Order, the parties will mutually agree on the targeted launch date of the Deployment ("**Launch**"). Launch shall be no fewer than twelve (12) weeks following execution of this Order. Launch date will be finalized once Scope Signoff is complete (see below). In the event that the Launch date is delayed at Customer's request or due to Customer's inaction after Scope Signoff, Customer will be charged a Technology Fee (as defined in Section "**Fees**" below) to accommodate hosting and other direct IT costs.
- (c) **Scope Signoff.** Upon completion of the first phase of the Launch process, consisting of scoping and service design, Via will provide to Customer a detailed description of how the system will be configured for Customer, including the service design and agreed-upon settings for Launch (the "**Scope Lock Document**"). Customer is responsible for reviewing and approving the final Scope Lock Document. Once the Scope Lock Document is signed off on by Customer, the Launch date can be finalized.
- (d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant ticketing tools to log requests. In order to trigger a product maintenance or support request, submitted tickets must contain detailed information about the nature of the request. Requests for additional features or map expansions may be subject to additional fees.
- (e) **Payment Processing.** The fees set forth above do not include any owed to the third-party payment processor. Via will facilitate an introduction to its recommended payment processor, and Customer is responsible for entering an agreement with a payment processor in order to be able to process credit card payments.

Fees.

The Total Fees for the contract term are structured to encompass initial system design, software licensing subscriptions, training, and integrations. In alignment with the pricing schedule below, costs are categorized into the following core areas:

- **Lump Sum ("LS") Implementation and Set-Up Fees:** Customer agrees to pay all Lump Sum ("LS") fees associated with Initial Design, Integration, Set-Up, and Testing (collectively, the "Installation Fee") upon signing of this Order, with payment due subject to Net 30 payment terms.
- **Annual Subscription ("AS") Licensing Fees:** Customer agrees to pay the Year 1 Annual Subscription ("AS") fees upon signing of this Order. In subsequent years, the "AS" fees shall be payable annually on the anniversary of the Launch Date.
- **Subcontractor (GMV) Pass-Through Costs:** Customer acknowledges that Via utilizes GMV Innovating Solutions as a specialized technology subcontractor to provide required hardware, external equipment, and integration services. For clarity and ease of reference, all fees and line items associated with GMV's scope of work are highlighted in yellow in the fees table below. These highlighted items are administered through Via for contract consolidation and billing convenience. Customer agrees that Via acts as an administrative intermediary for these components, utilizing a pass-through framework to facilitate unified invoicing. Any additional hardware units, replacements, or custom integrations requested by Customer during the Term that fall under GMV's scope will similarly be accommodated under these administrative terms.
- **Incremental Assignment 1 Monthly Fee:** In the event that more than five (5) active demand response vehicles are used during a given calendar month, Via will calculate Incremental Monthly Fees as defined in the "Incremental Assignment 1 Monthly Fees (Demand Response Vehicles)" table below and provide Customer with an invoice based on the actual number of active vehicles used during the previous month. Customer shall be responsible for paying the Incremental Monthly Fee within thirty (30) days of the date of such invoice.
- **Invoicing Terms for Additional Services:** Any approved ad-hoc services, additional hardware pass-through orders, or overage costs not covered under the "LS" or "AS" schedules above will be invoiced for a given month at the beginning of the following month, with payment due subject to net thirty (30) payment terms.

Initial Design, Integration, Set-Up and Testing				
Item Description	Quantity	Unit	Unit Price	Total Price
Project Services				
Project Administration & Set-Up	1	LS	\$14,500	\$14,500
Project Design & Integration	1	LS	\$1,000	\$1,000
Onboarding Design & Integration	1	LS	\$750	\$750
Testing & Corrective Action	1	LS	\$2,000	\$2,000
Installation Documentation	1	LS	\$750	\$750
Training Documentation & User Manuals	1	LS	\$2,500	\$2,500
Ongoing Maintenance Support				Included
Subtotal				\$21,500

Annual Ongoing Support and Licensing Subscription				
Item Description	Quantity	Unit	Price	Total Price
Operating Platform				
Assignment 1 - Mobile Application & Trip Planning Subscription_Required Components	3	AS	\$15,000	\$45,000
Assignment 1 - Mobile Application & Trip Planning Subscription_Essential Components				Included
Assignment 1 - Mobile Application & Trip Planning Subscription_Desired Components				Included
Assignment 2 - CAD-AVL_Required Components	3	AS	\$46,500.00	\$139,500
Assignment 2 - CAD-AVL_Essential Components				Included
Assignment 2 - CAD-AVL_Desired Components				Included
Assignment 3 - Planning Software_Required Components	3	AS	\$25,000	\$75,000
Assignment 3 - Planning Software_Essential Components				Included
Assignment 3 - Planning Software_Desired Components				Included
Subtotal				\$259,500

Hardware & Onboard Equipment and Installation				
Item Description	Quantity	Unit	Price	Total Price
Onboard Hardware				
Vehicle Logic Unit & Associated Equipment	40	EA	\$2,920	\$116,800
Hardware, MDT	40	EA	\$1,050	\$42,000
Automated Stop Announcements & Associated Equipment	3	EA	\$2,532	\$7,596
Internal Operating Networks Connectivity & Associated				N/A
Automatic Passenger Counter (APC) & Associated Equipment	3	EA	\$2,602	\$7,806
Required Software Licenses	99	EA	\$522	\$51,678
Installation	1	LS	\$13,000	\$13,000
Labor, Installation, GMV Hub + Via Driver Tablet - Per Bus	40	EA	\$1,175	\$47,000

GMV Hub extended warranty (third year, first two years incl. at no cost)	39	EA	\$325	\$12,675
APC extended warranty	1	LS	\$21,285	\$21,285
Hardware, Network Gateway	39	EA	\$1,825	\$71,175
Installation, Per Bus, Vehicle Network Gateway	39	EA	\$515	\$20,085
Vehicle Network Gateway extended warranty (second and third year, first year incl. at no cost)	74	EA	\$165	\$12,210
Spare Hardware for Public Wifi	3	EA	\$1,825	\$5,475
Bus in a Box Training Aid	1	EA	\$10,902	\$10,902
Implementation, UTA APC Analytics	1	EA	\$38,500	\$38,500
Subtotal				\$478,187

Training & Ongoing Support				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Operations Training Module				Included
Passenger Information Training Module				Included
Bus Operator Training Module				Included
Reporting, Data Validation and Warehousing Training Module				Included
Customer Service Training Module				Included
Maintenance Training Module				Included
Administrative Training Module				Included
Annual Training Updates_In-Person				Included
Subtotal				\$0

Integration & External Equipment				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Integration with Destination Signs				Included
Integration with Onboard Camera System				Included
Integration with Automated Passenger Counting System				Included
Subtotal				\$0

TOTAL ONE-TIME IMPLEMENTATION COST **\$499,687**

TOTAL TRAINING & ONGOING SUPPORT COST **\$0 (Included)**

TOTAL LICENSING & SUBSCRIPTION COST **\$259,500**

Memo: Incremental Assignment 1 Monthly Fees (Demand Response Vehicles)				
Item Description	Quantity	Unit	Price	Total Price
Via Demand Response Software				
Each additional Active Demand Response Vehicle - Year 1	0	AS	\$3,000.00	\$0
Each additional Active Demand Response Vehicle - Year 2	0	AS	\$3,120.00	\$0
Each additional Active Demand Response Vehicle - Year 3	0	AS	\$3,244.80	\$0

In the event that Customer elects to exercise its option to renew this Agreement for Year 4 and/or Year 5 (each an "Option Year"), the Fees for each such Option Year shall increase by five percent (5%) over the Fees applicable in the immediately preceding year.

Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format.

Launch Delay. If the Launch Date is delayed for more than a calendar month by Customer for any reason, Customer shall be responsible for paying Via a \$2,000 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's Deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurs.

Branding. The Deployment will be branded as SMART powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, 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. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by Customer.

APPENDIX 1 TO SERVICE ORDER

VOC Use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer's "Core Team" of personnel who are designated authorized users of the VOC, including access to the data detailed below (the "**Core Team**"). Access to the VOC is conditional upon Customer notifying Via with reasonable advance notice of the name, title, email address, and any other details Via may reasonably require of the members of Customer's Core Team. The Core Team may be updated during the Term subject to Via's consent.

Exhibit 1.

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

Customer's Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users ("**Secondary Users**") to the VOC. All Core Team and Secondary Users will be subject to Customer's confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer's Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for Customer's operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or has caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("**Operator**") to operate the Deployment, Customer shall provide Via with a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer's Core Team will be responsible for grant of VOC permissions to the Operator's team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of Customer's Core Team, and any above-authorized Customer's Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via's Intellectual Property Rights and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request, at Via's discretion. Custom reports will need to be scoped and may come at additional cost.]

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics
Service Operations Metrics & Graphs	● Total ride requests ● Requests during service hours ● Met Demand ● Met Demand Rate ● Completed rides ● Completed Rides Rate ● Detailed Ride Requests Status ● Active Riders ● Driver Hours ● Utilization
Rider Experience Metrics & Graphs	● Average Ride Duration ● Average Ride Rating ● Average Pickup Walking Distance (<i>corner-to-corner services only</i>) ● Aggregation Rate ● Average ETA ● Dropoff Time Requested vs. Scheduled* ● Dropoff Time Scheduled vs. Actual* ● Pickup Time Requested vs. Scheduled* ● Pickup Time Scheduled vs. Actual* <i>*Pre-booked rides only</i>
Rider Growth Metrics & Graphs	● Accounts Created ● Active Riders ● Total Riders Who Requested a Ride ● Total Riders Who Completed a Ride ● Completed Rides Per Rider
Ride Rating Metrics and Graphs	● Avg. Ride Rating ● Total Bookings with Ratings ● Percent Bookings with Ratings ● Total Five Star Ratings ● Percent Five Star Ratings ● Label per Rating ● Rating Distribution
Advanced Prebooking Metrics & Graphs (<i>prebooking only</i>)	● Request Source ● Recurring Type ● Hours Booked in Advance ● Hours Canceled in Advance

DATA GENERATOR	
Table	Data Columns
Ride Request Table	● Request Creation Date & Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Booking Method ● Number of Passengers ● Booking type (<i>PB+OD only</i>) ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancellation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows
Drivers Table	● Drive ID ● Driver Name ● Driver Email ● Active Status ● Total Shift Hours ● Avg. Shift Hours Per Day ● Avg. Shift Hours From First Assignment Per Day ● Avg. Break Hours Per Day ● Total Accepted Rides ● Avg. Rating From Riders

Vehicles Table	● Vehicle ID ● Active Status ● Visual ID ● Short Visual Identifier ● Maker ● Color ● Vehicle Capacity ● Max Capacity ● Wheelchair Capacity
NTD S-10 Report <i>Available upon request for required reporting to the FTA. (United States only)</i>	● Service Date ● Day of the Week ● Vehicles Operated in Maximum Service (VOMS) ● Actual Vehicle Hours ● Actual Vehicle Miles ● Vehicle Revenue Hours ● Vehicle Revenue Miles ● Unlinked Passenger Trips ● Passenger Miles Traveled

APPENDIX 2 TO SERVICE ORDER

Sample Invoice

CONFIDENTIAL



Via Mobility, LLC
114 5th Avenue, Floor 17
New York NY 10011 United States

Bill To
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

Invoice

Date

Invoice #

Terms

Net 30

Due Date

PO #

Billing Period

Description	Rate	Quantity	Amount
Description of the Fee: Vehicle Fees, Ride Fees and/or Total Vehicle Hours			

Please make checks payable to:

Via Mobility
P.O. Box 7410493
Chicago, IL 60674-0493

Wire Instructions:

Bank of America, N.A.
222 Broadway,
New York, NY 10038
Wire Routing # - 026009593
ACH Routing # - 021000322
Account # - 483065995955
Swift Code - BOFAUS3N

Exhibit B: Remix List Pircce for SMART Contract Participants

Remix List Price for SMART Contract Participants		
Line #	Description	List Price
1	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,930 Annual Minimum	\$920.00
2	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,930 Annual Minimum	\$725.00
3	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,930 Annual Minimum	\$640.00
4	Remix Scheduling - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,930 Annual Minimum	\$490.00
5	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,100 Annual Minimum	\$892.00
6	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,100 Annual Minimum	\$703.00
7	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,100 Annual Minimum	\$621.00
8	Remix Scheduling - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,100 Annual Minimum	\$475.00
9	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$27,300 Annual Minimum	\$865.00
10	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$27,300 Annual Minimum	\$682.00
11	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$27,300 Annual Minimum	\$602.00
12	Remix Scheduling - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$27,300 Annual Minimum	\$461.00
13	Remix Planning - Base Fee	\$18,690.00
14	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$293.00
15	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$285.00
16	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$280.00
17	Remix Planning - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$275.00
18	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$283.00
19	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$278.00
20	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$273.00
21	Remix Planning - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$267.00
22	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$276.00
23	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$271.00
24	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject Always to a \$18,690 Annual Minimum	\$264.00
25	Remix Planning - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$259.00
26	Remix On-Demand Planning (Requires Planning Contract) - Base Fee	\$5,500.00
27	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$103.00
28	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$101.00
29	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$98.00
30	Remix On-Demand Planning (Requires Planning Contract) - 1Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$95.00
31	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$100.00
32	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$98.00
33	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$95.00
34	Remix On-Demand Planning (Requires Planning Contract) - 3Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$93.00
35	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 0-50 Buses, Subject Always	\$96.00
36	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 51-100 Buses, Subject	\$94.00
37	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 101-500 Buses, Subject	\$93.00
38	Remix On-Demand Planning (Requires Planning Contract) - 5Y Contract - Fee per Bus per Year for Fleets >19 Buses: 501+ Buses, Subject	\$91.00
39	Remix Streets - 1Y Contract - Fee per Person per Year: Population 0-.50,000, Subject Always to a \$18,000 Annual Minimum	\$0.129

40	Remix Streets - 1Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
41	Remix Streets - 1Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
42	Remix Streets - 1Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.129
43	Remix Streets - 1Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.106
44	Remix Streets - 1Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.024
45	Remix Streets - 3Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
46	Remix Streets - 3Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
47	Remix Streets - 3Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
48	Remix Streets - 3Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.125
49	Remix Streets - 3Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.102
50	Remix Streets - 3Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.023
51	Remix Streets - 5Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
52	Remix Streets - 5Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
53	Remix Streets - 5Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
54	Remix Streets - 5Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual Minimum	\$0.122
55	Remix Streets - 5Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual Minimum	\$0.099
56	Remix Streets - 5Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual Minimum	\$0.022
57	First Remix Product - 1Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,800.00
58	First Remix Product - 1Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,900.00
59	First Remix Product - 1Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,700.00
60	First Remix Product - 1Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$14,600.00
61	First Remix Product - 3Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,600.00
62	First Remix Product - 3Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,500.00
63	First Remix Product - 3Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,400.00
64	First Remix Product - 3Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$14,300.00
65	First Remix Product - 5Y Contract - Installation Fee: 0-50 Buses or Population 0 - 50,000	\$5,500.00
66	First Remix Product - 5Y Contract - Installation Fee: 51-100 Buses or Population 50,001 - 100,000	\$8,300.00
67	First Remix Product - 5Y Contract - Installation Fee: 101-500 Buses or Population 100,001 - 250,000	\$11,000.00
68	First Remix Product - 5Y Contract - Installation Fee: 501+ Buses or Population 250,001+	\$13,900.00
69	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$204.00
70	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$201.00
71	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$196.00
72	Remix Planning for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$192.00
73	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$200.00
74	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual Minimum	\$195.00
75	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$191.00
76	Remix Planning for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$186.00
77	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$18,690 Annual Minimum	\$194.00
78	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$18,690 Annual	\$188.00
79	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$18,690 Annual	\$185.00
80	Remix Planning for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$18,690 Annual Minimum	\$180.00
81	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$71.00
82	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 51-100 Buses,	\$70.00
83	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 101-500 Buses,	\$68.00

84	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 1Y Contract - Fee per Bus per Year: 501+ Buses,	\$66.00
85	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$69.00
86	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 51-100 Buses,	\$68.00
87	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 101-500 Buses,	\$66.00
88	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 3Y Contract - Fee per Bus per Year: 501+ Buses,	\$65.00
89	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject	\$67.00
90	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 51-100 Buses,	\$66.00
91	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 101-500 Buses,	\$65.00
92	Remix On-Demand Planning (Requires Planning Contract) for Org Not Operating Buses- 5Y Contract - Fee per Bus per Year: 501+ Buses,	\$64.00
93	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,930 Annual Minimum	\$736.00
94	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,930 Annual	\$728.00
95	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,930 Annual	\$720.00
96	Remix Scheduling for Org Not Operating Buses - 1Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,930 Annual Minimum	\$713.00
97	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$28,100 Annual Minimum	\$715.00
98	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$28,100 Annual	\$708.00
99	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$28,100 Annual	\$698.00
100	Remix Scheduling for Org Not Operating Buses - 3Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$28,100 Annual Minimum	\$691.00
101	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 0-50 Buses, Subject Always to a \$27,300 Annual Minimum	\$694.00
102	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 51-100 Buses, Subject Always to a \$27,300 Annual	\$686.00
103	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 101-500 Buses, Subject Always to a \$27,300 Annual	\$677.00
104	Remix Scheduling for Org Not Operating Buses - 5Y Contract - Fee per Bus per Year: 501+ Buses, Subject Always to a \$27,300 Annual Minimum	\$670.00
105	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.093
106	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.093
107	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.093
108	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.093
109	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
110	Remix Streets for Transit Agencies - 1Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
111	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.093
112	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.093
113	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.093
114	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.093
115	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
116	Remix Streets for Transit Agencies - 3Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
117	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 0-50,000, Subject Always to a \$18,000 Annual Minimum	\$0.082
118	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 50,001-100,000, Subject Always to a \$18,000 Annual	\$0.082
119	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 100,001-250,000, Subject Always to a \$18,000 Annual	\$0.082
120	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 250,001-500,000, Subject Always to a \$18,000 Annual	\$0.082
121	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 500,001-1,000,000, Subject Always to a \$18,000 Annual	\$0.072
122	Remix Streets for Transit Agencies - 5Y Contract - Fee per Person per Year: Population 1,000,001+, Subject Always to a \$18,000 Annual	\$0.021
123	Fee per Hour for Consulting Services	\$271.00
124	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$315.00
125	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$312.00
126	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$309.00
127	Remix Operations Module - 1Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$305.00

128	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$307.00
129	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$303.00
130	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$300.00
131	Remix Operations Module - 3Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$297.00
132	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 0-50 Buses (Requires Remix Planning + Scheduling License)	\$298.00
133	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 51-100 Buses (Requires Remix Planning + Scheduling License)	\$294.00
134	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 101-500 Buses (Requires Remix Planning + Scheduling License)	\$290.00
135	Remix Operations Module - 5Y Contract - Fee per Bus per Year: 500+ Buses (Requires Remix Planning + Scheduling License)	\$286.00

GSK Contract No. 26441-0

TASK ORDER # _____

Mobility Ecosystem SaaS

TITLE OF TASK ORDER: _____

DATE: _____

CITY REFERENCE #: _____

PROJECT MANAGER: _____

PROJECT: _____

This Task Order is executed pursuant to a Goods and Services Contract for **Mobility Ecosystem Software as a Service** ("Contract"), by and between **Via Mobility, LLC** ("Contractor") and the **City of Wilsonville** (the "City"), dated _____. All Terms and Conditions of the Contract shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified herein:

(Describe any exception, if any, or indicate Not Applicable)

Scope of Services

Consultant shall provide the services and perform all of the tasks as attached hereto as Exhibit 1 on a subscription and/or time and materials not-to-exceed basis, as applicable, according to Contractor's Remix Price for SMART Contract Participants document, attached to the Contract as Exhibit B and any task-specific cost proposal, attached hereto. The Total Task Order Not-to-Exceed Price is \$_____. Per Oregon Public Contracting Law, the value of services under this Task Order, plus any previous or continuing services for the same project shall not exceed \$250,000.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20____. All Services shall be completed by said date, unless extended by the parties, in writing.

Via Mobility, LLC

City of Wilsonville

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

BUY AMERICA CERTIFICATION

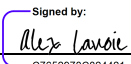
Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Mobility Eco-System

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661.

Date: 3/10/2026

Signature: Signed by:

C7652978C824421...

Company: Via Mobility, LLC

Name: Alex Lavoie

Title: Manager

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____