

## **EXHIBIT A–SCOPE OF WORK**

Circuit shall provide, operate, and manage a fully turnkey, end-to-end microtransit solution in accordance with the Scope of Work defined herein, furnishing the vehicles, drivers, technology, maintenance, and operational management necessary for the City Microtransit Shuttle, and all capabilities outlined below and within a geo-fenced coverage area as shown below in Exhibit D.

The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the City. Please note that any changes to Hours of Operation or Service Hours may impact the total cost of the program.

The City may elect to scale service up to increase or adjust Hours of Operations, subject to mutual agreement between the parties. To request the increased service level, the City must provide written notice at least two (2) weeks prior to the start of the upcoming month, and no later than the fifteenth (15th) day of the preceding month, to allow for necessary planning and coordination. Please note that any changes to the Hours of Operation and/or number of vehicles may impact the total cost of the Services.

### **Program Purpose & Goals**

The primary objectives of the service are to:

- Provide a safe, clean, reliable, and efficient microtransit service throughout the boundaries of the service area.
- Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as ambassadors. Allow users to get to their destination within the service area.

### **Product Overview**

For the purpose of this solicitation, the microtransit service is characterized by the following:

- Dynamic routing with flexible start and end of route within designated zones.
- Technology-enabled: app-based service request within a geofenced area and real-time vehicle tracking features.
- Fully electric vehicles.
- Shared mobility with pooled rides.
- Local branding and/or advertising to offset operating cost

### **Circuit's Responsibilities**

Circuit shall provide accessible, efficient, and environmentally sustainable transportation within the zone described in Exhibit D.

### **Changes and Amendments**

Any requested change in the Scope of Work, additional services or special requests will require fifteen (15) days minimum notice, and ninety (90) days for any indefinite service reduction greater than 10%, and a Change Order to be executed and signed by both parties unless otherwise mutually agreed to in writing.

### **Holidays**

Service will be closed on Thanksgiving, Christmas Day and New Years Day. The day before and after each of the listed Holidays will operate on normal service hours.

### **Employee Wages**

Circuit is not subject to any local wage requirements that vary from State statutory requirements by entering into this Agreement.

### **Extraordinary Costs**

In the event that the costs of providing the services outlined in this Agreement increase by more than 5% due to circumstances beyond the control of Circuit, including but not limited to, changes in applicable laws or regulations, significant market fluctuations, material shortages, or increased insurance and/or labor costs, Circuit may request an adjustment to the service fees. Circuit shall provide written notice of the extraordinary cost increase, including supporting documentation, to the City. The parties shall negotiate in good faith to determine an appropriate adjustment to the service fees or other mutually acceptable resolution.

### **Assignment**

~~Notwithstanding Section 18 of the Agreement, Prohibition of Assignment and Delegation, City consents to Consultant's assignment of its rights to receive payments or accounts receivable due under this Agreement to Silicon Valley Bank, a division of First Citizens Bank & Trust Company ("SVB"), in connection with a revolving line of credit or other financing facility. Any such assignment shall be strictly limited to Consultant's rights to payment and shall not modify any other rights or obligations under this Agreement but shall be subject to assignee assuming all obligations of Consultant under this Agreement related to the rights assigned. Any other attempt to transfer or assign this Agreement or any rights or obligations under this Agreement are void.~~

### **Definitions**

**Hours of Operation** is defined as the hours City wants the service to be available on a weekly basis.

**Service Hours** is defined as the total hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.

### **Service Design**

Any requested change to the Service Design will require mutual agreement and a subsequent Change Order to be executed by both parties. Changes to the Service Design may result in financial changes to the existing Agreement based on the nature of and impact of the change requested.

### **Term**

The term of this Agreement will begin on the Performance Date listed below and continue for two (2) years (the "Initial Term"). Effective on the first anniversary of the Performance Date, all Fees will increase by three percent (3%) over the Fees in effect during the first year of the Initial Term. Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term") unless the City provides written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term. Unless otherwise agreed in writing, all terms and

conditions in effect immediately prior to a Renewal Term will carry forward during such Renewal Term, subject to any pricing adjustments set forth below.

Performance Date: April \_\_\_\_\_, 2026

**Price Escalation - Renewal Term**

All recurring Service Fees then in effect under this Exhibit B (including the Monthly Cost for Services and any other recurring charges) shall automatically increase by three percent (3%) effective on the first day of each Renewal Term, and such increases shall apply on a compounded basis year over year.

**Vehicles**

Circuit shall supply the vehicle types and quantities, while operating according to the operating status designation, as listed in Table 1 below. All vehicles shall be properly licensed and maintained in good working order for the duration of the Performance Period.

**Table 1 - Vehicles**

Type	Quantity	Status
Type	#	Active

**Vehicle Repairs & Maintenance**

Circuit will adhere to a structured preventative maintenance plan to mitigate the need for any potential further repairs and maintenance. However, Circuit and the City agree that there will be unexpected repairs and maintenance at times throughout the Performance Period and it shall be Circuit's sole responsibility to work with any necessary licensed technician, both internal and external, to perform such repairs and optimize up time of the vehicles.

When repairs and/or maintenance are not able to be performed outside of the Hours of Operation, Circuit will use best efforts to minimize the impact to Service Hours and does not imply service will be impacted at all during the time needed for repair. Those efforts could include, but are not limited to, expediting and prioritizing maintenance work, sending the vehicle to an outside repair shop to expedite the work, increasing the scheduled Service Hours on other vehicles in the fleet, procuring temporary, unbranded, rental vehicles or sourcing replacement vehicles from adjacent locations.

**Hours of Operation**

Hours of Operation is defined as the hours the City wants the service to be available on a weekly basis.

Service will run \_\_\_\_\_ days per week during the Hours of Operation starting from the Performance Date. These services will include a total of \_\_\_\_\_ weekly operating hours, to be allocated during the designated Hours of Operation as outlined in Table 2 below.

**Table 2 - Hours of Operation**

Hours of Operation					
Day	Open	Close	Open	Close	Hours
Monday	X	X	X	X	
Tuesday	X	X	X	X	
Wednesday	X	X	X	X	
Thursday	X	X	X	X	
Friday	X	X	X	X	
Saturday	X	X	X	X	
Sunday	X	X	X	X	
<b>WEEKLY HOURS OF OPERATION</b>					

There may be downtime for driver breaks, vehicle charging, and/or maintenance during the hours of operation.

**Charging & Storage**

Circuit shall be solely responsible for securing and funding all electric vehicle charging infrastructure, electricity costs associated with vehicle charging, and vehicle storage for the duration of the Term.

The City shall, at its sole cost and expense, provide Circuit with complimentary parking permits for Circuit staff assigned to service under this Agreement. Such permits shall remain valid throughout the Term of this Agreement.

**Hiring & Employee Expectations**

**a. Employment**

**Status**

All drivers providing Services under this Agreement shall be employees of Circuit and not of the City. Circuit retains sole and exclusive responsibility for the hiring, onboarding, management, training, supervision, compensation, and, where necessary, termination of its

employees. At no time shall the City be considered the employer, co-employer, or joint employer of any Circuit personnel.

**b. Licensing and Qualifications**

All drivers shall be properly licensed to operate the vehicles assigned to the Service and shall comply with all applicable federal, state, and local laws and regulations related to the operation of passenger vehicles. Circuit shall ensure that each driver maintains a valid driver's license and meets all regulatory and internal safety, training, and conduct standards.

**c. Background Checks and Training**

Circuit shall be responsible for conducting pre-employment background checks, drug screenings (where required), and other applicable due diligence for all drivers in accordance with industry practices and applicable laws. All drivers shall undergo comprehensive training covering safe vehicle operation, customer service, ADA compliance, emergency procedures, and any project-specific protocols prior to deployment.

**d. Workforce Conduct**

Circuit shall require its employees to perform their duties in a professional, courteous, and responsible manner consistent with community standards, the City's expectations, and Circuit's internal policies. Circuit shall promptly address any substantiated complaints or misconduct involving its personnel.

**e. Right to Accept Tips**

Circuit's drivers may accept voluntary tips or gratuities from passengers. Circuit shall have no obligation to track, report, or remit such tips unless otherwise required by applicable law. The City shall not impose any restrictions or conditions on driver gratuities.

**f. Compliance with Labor and Employment Laws**

Circuit shall comply with all applicable employment-related laws and regulations, including but not limited to wage and hour laws, workers' compensation, unemployment insurance, and any other federal, state, or local labor laws.

**g. City Communications and Authority Limitations**

The City agrees not to direct, supervise, or assign work to any Circuit employee, including drivers, without prior written authorization from Circuit's designated representative. All service-related directions shall be communicated through the Circuit project manager or designee.

## **Operational Details**

Any requested change to the Operational Details as agreed to herein will require mutual agreement and a subsequent Change Order to be executed by both parties. Changes to the Operational Details may result in financial changes to the existing Agreement based on the nature of and impact of the change requested.

**a. App, Tech & Request System**

As described above, Circuit will provide on-demand shuttle services using all-electric cars within a geo-fenced coverage area as shown below in Exhibit D. On-demand service will be hailed using an app. The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the City.

**b. Circuit Connect**

Service will not utilize Circuit Connect's system of virtual, fixed stops.

**c. Branding**

The City will have rights to branding on the vehicle(s) contracted, aka "Default Branding". The City will provide vehicle wrap design files on Circuit provided templates for vehicle branding at the cost referenced in Exhibit B.

**d. WAV Service**

Service will consist of one (1) WAV vehicle in service throughout the service area

**e. Data Reporting**

Circuit will provide a monthly data report including:

- Operating data by hour, day, week and month
  - Requests
  - Passengers
  - Rides
  - Cancellations
- Operating data by day, week and month
  - WAV completed rides
  - No Show %
  - Avg Pax / Trip
  - AVG Wait Time
  - AVG Trip Time
  - AVG Response Time
  - Total Trip Miles
  - AVG User Rating
  - Gallons of Gas Saved
  - Passenger Miles Traveled
- Additional Operating Data, various formats and timeframes
  - Unique users
  - AVG User Age
  - Top pickup and drop off locations / addresses
  - Connection Rate

**f. Pets**

Pets are allowed to accompany a passenger per Circuit's standard Terms and Conditions. However, the driver of the vehicle and other existing passengers reserve the right to refuse service if they are uncomfortable with the pet, within reason.

**EXHIBIT B– FEE**

**Start-up Costs:** \$ TBD (One-time upfront cost)  
**Cost for Vehicle Wraps:** \$ TBD (per vehicle)  
**Monthly Service Fee:** \$ \_\_\_\_\_

**Total Estimated Annual Cost for Services:** \$ \_\_\_\_\_

**Services Cost include:** Vehicles, Paid W-2 Drivers, Management, Training, Insurance, Maintenance, Phones, App Hosting and Usage, Web Fees, and Basic Marketing Materials.

**Vehicle Wraps include:** Artwork, printing, installation, and removal. The Parties acknowledge that the total cost for standard vehicle wraps is estimated at \$X per vehicle.

**Billing:** The upfront costs will be billed at contract signing. Circuit will send monthly invoices at the beginning of each month for services provided the previous month. Payment is due (ACH, Wire, or credit card) within 30 days of the end of the month of service.

The monthly invoice will include:

- Month of service
- Summary of services provided
- Amount due

Please note any changes to the Services, including, but not limited to, vehicles, the vehicle operating hours, coverage area, and/or data reporting may impact the total amount of the Contract. If the scope of services should change, modifications to the Statement of Work or a new Statement of Work may be necessary.

**Advertising**

Circuit may lease space not utilized by the City's collateral or materials to generate advertising revenue. Net Advertising Revenue shall be shared with the City based on a 50/50 split. The City's share of net advertising revenue shall be applied as a credit on monthly invoices. Net Advertising Revenue means the gross advertising revenue collected, less all other costs and expenses, including, but not limited to advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales.

**Fares**

Circuit will work with the City to implement a passenger fare of \$ \_\_\_\_\_. Circuit shall implement a fare payment mechanism via the mobile app via credit and/or debit cards. Gross Fare Revenue shall be shared with the City based on a 70/30 split. The City's share of Gross Fare Revenue shall be applied as a credit on monthly invoices. Gross Fare Revenue means all gross ridership revenue that is collected from the passengers for the services. All costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Circuit's administrative expenses, credit card processing fees and other billing related charges by third parties imposing similar processing charges will be paid by Circuit.

## EXHIBIT C – ADVERTISING GUIDELINES

1. In its agreement with its advertising contractors, Circuit will reserve the right to reject any advertisement, commercial or noncommercial.
  
2. All advertising and promotional materials, including, without limitation, any vehicle “wraps” (collectively “**Advertising**”) must conform to the following criteria:
  - A. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
  
  - B. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.
  
  - C. Obscene Advertising. No Advertising will be permitted that contains obscene matter or matter harmful to minors.
  
  - D. False Advertising. No Advertising will be permitted that contains false or grossly misleading information.
  
  - E. Tobacco and Firearms. No Advertising will be permitted that promotes the sale of tobacco or tobacco products, electronic cigarettes, or firearms.
  
  - F. Existing Laws. All Advertising must conform to applicable federal, state, and local statutes, laws, ordinances, rules and regulations.
  
3. The City may make demand upon Circuit for the removal of any Advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the demand. Circuit will consider and act promptly upon the demand in accordance with this policy.

**EXHIBIT D – Service Area Boundaries**

The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the City.

