

Attachment 11
Service Payments

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PART A DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in Section 1.1 (*Definitions*) of the Agreement. In addition, the following terms shall have the meanings set out below:

Base Date means January 1, 2010.

Car Downtime Event means an event whereby a Car forming part of a train in revenue service is not a Compliant Car. A Car Downtime Event concludes when the non-Compliant Car is restored to being a Compliant Car or a spare Compliant Car is inserted into revenue service, to replace the non-Compliant Car, and the non-Compliant Car is placed so it does not affect revenue service. Any such event resulting from causes listed as Delay Event Exclusions shall not be counted as a Car Downtime Event.

Compliant Car has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

CPI means CPI-U, US City Average, All Items Not Seasonally Adjusted, as reported by the Bureau of Labor Statistics of the United States Department of Labor, or if publication of such index by the Bureau of Labor Statistics is discontinued, an index with similar characteristics specified as a replacement to CPI by the Financial Panel and the Technical Panel (acting jointly).

CPI_{base} means the most recently published value for CPI as at the Base Date, such value being 215.949.

CPI_n means the most recently published value for CPI as at January 1 of Contract Year n.

CPI_{weight} means 25.5%.

Delay Event Exclusions has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

Designated Intermediate Time Point means each of the following station locations: Pecos, Central Park and 40th/Airport.

Headway has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

Labor Index means the Employment Cost Index for Total Compensation, Seasonally Adjusted, Civilian Workers, All Workers as reported by the Bureau of Labor Statistics of the United States Department of Labor, or if publication of such index by the Bureau of Labor Statistics is discontinued, an index with similar characteristics specified as a replacement to the Labor Index by the Financial Panel and the Technical Panel (acting jointly).

Labor_{base} means the most recently published value for the Labor Index as at the Base Date, such value being 110.4.

Labor_n means the most recently published value for the Labor Index as at January 1 of Contract Year n.

Labor_{weight} means 50.0.

Management and Administration Plan has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

Materials Index or **MI** means the Materials & Supplies Index (Forecast) of the Rail Cost Adjustment Factor as published quarterly by the Association of American Railroads, or if publication of such index by the Association of American Railroads is discontinued, an index with similar characteristics specified as a replacement to the Materials Index by the Financial Panel and the Technical Panel (acting jointly).

MI_{base} means the most recently published value for the MI as at the Base Date, such value being 238.8.

MI_n means the most recently published value for the MI as at January 1 of Contract Year n.

MI_{weight} means 24.5%.

MIS has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

Special Event Service means commuter rail revenue service in connection with a Special Event implemented by the Concessionaire in agreement with RTD in accordance with Section 2.4.1(f) of Attachment 10 (*O&M Specifications*) to the Agreement.

Station Downtime Event means the occurrence of any of the following problems at a station: the non-functioning of all elevators at a station (including its access routes and parking areas) rendering the access route inaccessible for mobility impaired passengers, 75% of the lighting at such station are not functioning, snow and/or ice have accumulated at or around such station such that the Cars in revenue service at any platform at such station are not safely accessible by Passengers (including those with disabilities) or the conduct of any construction or maintenance activities or any other event that results in Passengers not being able to safely enter and leave a station for purposes of accessing revenue service on the Commuter Rail Network.

STOP Points has the meaning given to it in Attachment 10 (*O&M Specifications*) to the Agreement.

Terminal Time Point means each of the following station locations: DUS, Ward, South Westminster and DIA.

PART B
SERVICE PAYMENT

1. The Service Payment shall be payable in respect of each month m of Contract Year n during the Operating Period.
2. The Service Payment payable in month m of Contract Year n (SP_{mn}) shall be determined in accordance with the following formula:

$$SP_{mn} = AABSP_{mn} - PD_{mn} + SEA_{mn}$$

where:

$AABSP_{mn}$ = Availability Adjusted Base Service Payment in month m of Contract Year n as calculated in accordance with Part C (*Availability Adjusted Base Service Payment*) of this Attachment 11;

PD_{mn} = Performance Deduction in month m of Contract Year n as calculated in accordance with Part E (*Performance Deduction*) of this Attachment 11; and

SEA_n = Special Events Adjustment for month m of Contract Year n as calculated in accordance with Part F (*Special Events Adjustment*) of this Attachment 11.

PART C
AVAILABILITY ADJUSTED BASE SERVICE PAYMENT

1. For every month m in Contract Year n , the availability of revenue service on the Commuter Rail Network shall be determined in accordance with the provisions of Sections 2 and 3 of this Part C of Attachment 11, and the Availability Adjusted Base Service Payment ($AABSP_{mn}$) shall be calculated in accordance with the following formula:

$$AABSP_{mn} = (BSP_{adj\ mn} \times AF_{mn}) + BSP_{fix\ mn}$$

where:

$BSP_{adj\ mn}$ = the Adjustable Base Service Payment for month m of Contract Year n as calculated in accordance with Section 2 of this Part C of Attachment 11;

AF_{mn} = the Availability Factor for month m of Contract Year n determined in accordance with Section 4 of this Part C of Attachment 11; and

$BSP_{fix\ mn}$ = the Fixed Base Service Payment for month m of Contract Year n as calculated in accordance with Section 3 of this Part C of Attachment 11.

BASE SERVICE PAYMENTS ($BSP_{adj\ mn}$ AND $BSP_{fix\ mn}$)

2. The Adjustable Base Service Payment ($BSP_{adj\ mn}$) in month m of Contract Year n shall be calculated in accordance with the following formula:

$$BSP_{adj\ mn} = \frac{D_m}{365} \times BASP_{adj\ n}$$

where:

D_m = the number of days in month m of Contract Year n ; and

$BASP_{adj\ n}$ = the Adjustable Base Annual Service Payment for Contract Year n , as calculated in accordance with Section 2 of Part G (*Base Annual Service Payments*) of this Attachment 11.

3. The Fixed Base Service Payment ($BSP_{fix\ mn}$) in month m of Contract Year n shall be calculated in accordance with the following formula:

$$BSP_{fix\ mn} = \frac{D_m}{365} \times BASP_{fix\ n}$$

D_m = the number of days in month m of Contract Year n ; and

$BASP_{fix\ n}$ = the Fixed Base Annual Service Payment for Contract Year n , as calculated in accordance with Section 2 of Part G (*Base Annual Service Payments*) of this Attachment 11.

AVAILABILITY FACTOR (AF_{mn})

4. The Availability Factor for month m of Contract Year n is the Availability Factor in Table 1 below that corresponds to the Availability Ratio for month m of Contract Year n as determined in accordance with Part D (*Availability Ratio*) of this Attachment 11. Availability Ratios of less than 70.0% shall in all cases have an Availability Factor of 80.0%.

Table 1 – Availability Factor (AF_{mn})

Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})
100.0%	100.50%	94.0%	98.82%	88.0%	86.20%	82.0%	81.87%	76.0%	80.68%
99.9%	100.48%	93.9%	98.78%	87.9%	86.01%	81.9%	81.84%	75.9%	80.67%
99.8%	100.46%	93.8%	98.73%	87.8%	85.82%	81.8%	81.82%	75.8%	80.65%
99.7%	100.44%	93.7%	98.67%	87.7%	85.64%	81.7%	81.79%	75.7%	80.64%
99.6%	100.42%	93.6%	98.62%	87.6%	85.47%	81.6%	81.77%	75.6%	80.63%
99.5%	100.40%	93.5%	98.56%	87.5%	85.31%	81.5%	81.74%	75.5%	80.62%
99.4%	100.38%	93.4%	98.50%	87.4%	85.15%	81.4%	81.72%	75.4%	80.60%
99.3%	100.36%	93.3%	98.44%	87.3%	85.00%	81.3%	81.69%	75.3%	80.59%
99.2%	100.34%	93.2%	98.38%	87.2%	84.86%	81.2%	81.67%	75.2%	80.58%
99.1%	100.32%	93.1%	98.32%	87.1%	84.73%	81.1%	81.64%	75.1%	80.57%
99.0%	100.30%	93.0%	98.25%	87.0%	84.60%	81.0%	81.62%	75.0%	80.55%
98.9%	100.28%	92.9%	98.18%	86.9%	84.47%	80.9%	81.59%	74.9%	80.54%
98.8%	100.25%	92.8%	98.10%	86.8%	84.36%	80.8%	81.57%	74.8%	80.53%
98.7%	100.23%	92.7%	98.03%	86.7%	84.24%	80.7%	81.54%	74.7%	80.52%
98.6%	100.21%	92.6%	97.94%	86.6%	84.14%	80.6%	81.52%	74.6%	80.51%
98.5%	100.19%	92.5%	97.85%	86.5%	84.03%	80.5%	81.50%	74.5%	80.50%
98.4%	100.16%	92.4%	97.75%	86.4%	83.93%	80.4%	81.47%	74.4%	80.48%
98.3%	100.14%	92.3%	97.65%	86.3%	83.84%	80.3%	81.45%	74.3%	80.47%
98.2%	100.12%	92.2%	97.54%	86.2%	83.75%	80.2%	81.43%	74.2%	80.46%
98.1%	100.09%	92.1%	97.42%	86.1%	83.67%	80.1%	81.40%	74.1%	80.45%
98.0%	100.07%	92.0%	97.29%	86.0%	83.58%	80.0%	81.38%	74.0%	80.44%
97.9%	100.04%	91.9%	97.15%	85.9%	83.51%	79.9%	81.36%	73.9%	80.42%
97.8%	100.02%	91.8%	97.00%	85.8%	83.43%	79.8%	81.34%	73.8%	80.41%
97.7%	100.0%	91.7%	96.85%	85.7%	83.36%	79.7%	81.31%	73.7%	80.40%
97.6%	99.97%	91.6%	96.68%	85.6%	83.29%	79.6%	81.29%	73.6%	80.39%
97.5%	99.95%	91.5%	96.50%	85.5%	83.22%	79.5%	81.27%	73.5%	80.38%
97.4%	99.92%	91.4%	96.32%	85.4%	83.16%	79.4%	81.25%	73.4%	80.36%
97.3%	99.90%	91.3%	96.12%	85.3%	83.10%	79.3%	81.23%	73.3%	80.35%
97.2%	99.87%	91.2%	95.92%	85.2%	83.04%	79.2%	81.21%	73.2%	80.34%
97.1%	99.84%	91.1%	95.71%	85.1%	82.99%	79.1%	81.19%	73.1%	80.33%
97.0%	99.82%	91.0%	95.48%	85.0%	82.93%	79.0%	81.17%	73.0%	80.31%
96.9%	99.79%	90.9%	95.25%	84.9%	82.88%	78.9%	81.15%	72.9%	80.30%
96.8%	99.76%	90.8%	95.01%	84.8%	82.83%	78.8%	81.13%	72.8%	80.29%

Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})	Availability Ratio (AR _{mn})	Availability Factor (AF _{mn})
96.7%	99.74%	90.7%	94.75%	84.7%	82.78%	78.7%	81.11%	72.7%	80.27%
96.6%	99.71%	90.6%	94.49%	84.6%	82.74%	78.6%	81.09%	72.6%	80.26%
96.5%	99.68%	90.5%	94.21%	84.5%	82.69%	78.5%	81.07%	72.5%	80.25%
96.4%	99.65%	90.4%	93.92%	84.4%	82.65%	78.4%	81.05%	72.4%	80.24%
96.3%	99.62%	90.3%	93.62%	84.3%	82.61%	78.3%	81.03%	72.3%	80.22%
96.2%	99.59%	90.2%	93.30%	84.2%	82.57%	78.2%	81.01%	72.2%	80.21%
96.1%	99.56%	90.1%	92.97%	84.1%	82.53%	78.1%	81.00%	72.1%	80.20%
96.0%	99.53%	90.0%	92.63%	84.0%	82.49%	78.0%	80.98%	72.0%	80.18%
95.9%	99.50%	89.9%	92.16%	83.9%	82.45%	77.9%	80.96%	71.9%	80.17%
95.8%	99.47%	89.8%	91.71%	83.8%	82.42%	77.8%	80.94%	71.8%	80.16%
95.7%	99.43%	89.7%	91.28%	83.7%	82.38%	77.7%	80.93%	71.7%	80.15%
95.6%	99.40%	89.6%	90.87%	83.6%	82.35%	77.6%	80.91%	71.6%	80.13%
95.5%	99.37%	89.5%	90.48%	83.5%	82.31%	77.5%	80.89%	71.5%	80.12%
95.4%	99.33%	89.4%	90.10%	83.4%	82.28%	77.4%	80.88%	71.4%	80.11%
95.3%	99.30%	89.3%	89.73%	83.3%	82.25%	77.3%	80.86%	71.3%	80.10%
95.2%	99.26%	89.2%	89.39%	83.2%	82.21%	77.2%	80.85%	71.2%	80.09%
95.1%	99.23%	89.1%	89.05%	83.1%	82.18%	77.1%	80.83%	71.1%	80.08%
95.0%	99.19%	89.0%	88.73%	83.0%	82.15%	77.0%	80.82%	71.0%	80.07%
94.9%	99.16%	88.9%	88.43%	82.9%	82.12%	76.9%	80.80%	70.9%	80.06%
94.8%	99.12%	88.8%	88.13%	82.8%	82.09%	76.8%	80.79%	70.8%	80.05%
94.7%	99.08%	88.7%	87.85%	82.7%	82.06%	76.7%	80.77%	70.7%	80.04%
94.6%	99.04%	88.6%	87.58%	82.6%	82.04%	76.6%	80.76%	70.6%	80.03%
94.5%	99.00%	88.5%	87.33%	82.5%	82.01%	76.5%	80.75%	70.5%	80.02%
94.4%	98.96%	88.4%	87.08%	82.4%	81.98%	76.4%	80.73%	70.4%	80.02%
94.3%	98.92%	88.3%	86.85%	82.3%	81.95%	76.3%	80.72%	70.3%	80.01%
94.2%	98.88%	88.2%	86.62%	82.2%	81.92%	76.2%	80.70%	70.2%	80.01%
94.1%	98.86%	88.1%	86.41%	82.1%	81.90%	76.1%	80.69%	70.1%	80.00%
								70.0%	80.00%

PART D
AVAILABILITY RATIO

1. This Part D of Attachment 11 defines the methodology for determining the availability of revenue service on the Commuter Rail Network for the purposes of determining the Availability Ratio.
2. The Availability Ratio for month m of Contract Year n (AR_{mn}), which may be calculated with respect to an individual Commuter Rail Service as necessary in accordance with the terms of the Agreement, is determined in accordance with the following formula:

$$AR_{mn} = \frac{(3 \times RSA_{mn}) + (2 \times OTA_{mn}) + (1 \times SA_{mn})}{6}$$

where:

- RSA_{mn} = the Rolling Stock Availability for month m of Contract Year n calculated in accordance with Section 3 of this Part D of Attachment 11;
- OTA_{mn} = the On Time Availability for month m of Contract Year n calculated in accordance with Section 4 of this Part D of Attachment 11; and
- SA_{mn} = the Station Availability for month m of Contract Year n calculated in accordance with Section 5 of this Part D of Attachment 11.

ROLLING STOCK AVAILABILITY

3. Rolling Stock Availability for each month m in Contract Year n (RSA_{mn}) shall be determined in accordance with the following formula:

$$RSA_{mn} = \frac{CCM_{mn}}{SCM_{mn}}$$

where:

CCM_{mn} = Compliant Car Miles in month m in Contract Year n . CCM_{mn} is the sum of all miles (rounded up to the nearest 1/10th of a mile) actually operated by Compliant Cars during month m of Contract Year n ; **provided** that CCM_{mn} shall not in any event exceed SCM_{mn} ; and

SCM_{mn} = Scheduled Car Miles in month m in Contract Year n . SCM_{mn} is the sum of all miles (rounded up to the nearest 1/10th of a mile) scheduled for operation by Cars in accordance with the Service Plan.

ON TIME AVAILABILITY (OTA_{mn})

4. The On Time Availability for month m of Contract Year n (OTA_{mn}) shall be determined in accordance with the following formula:

$$OTA_{mn} = \frac{TOTP_{mn} - (TMT_{mn} + (2 \times TEMT_{mn}))}{TOTP_{mn}}$$

where:

$TOTP_{mn}$ = the Total On Time Performance for trains in revenue service scheduled in month m in Contract Year n , being the sum of the number of times trains in revenue service in month m in Contract Year n are scheduled (excluding any Cars subject to a Car Downtime Event, to the extent excluded from CCM_{mn} in the calculation of the Rolling Stock Availability), in accordance with the Service Plan, to (i) depart from the departure Terminal Time Point and each Designated Intermediate Time Point and (ii) arrive at the arrival Terminal Time Point;

TMT_{mn} = the Total number of Missed Times in month m in Contract Year n , being the number of trains in revenue service:

- (i) either (A) departing from any departure Terminal Time Point or any Designated Intermediate Time Point more than zero minutes and zero seconds (0:00) before the scheduled time of departure in accordance with the Service Plan or (B) departing from any departure Terminal Time Point or any Designated Intermediate Time Point more than four minutes and fifty-nine seconds (4:59) after the scheduled time of departure in accordance with the Service Plan, in each case provided that such delay was not due to a Delay Event Exclusion; or
- (ii) arriving at the arrival Terminal Time Point more than four minutes and fifty-nine seconds (4:59) after the scheduled time of arrival in accordance with the Service Plan, provided that such delay was not due to a Delay Event Exclusion; and

$TEMT_{mn}$ = the Total number of Extended Missed Times in month m in Contract Year n , being the number of trains in revenue service:

- (i) departing from any departure Terminal Time Point or any Designated Intermediate Time Point more than the lesser of (A) fourteen minutes and fifty-nine seconds (14:59) or (B) one Headway after the

scheduled time of departure in accordance with the Service Plan, provided that such delay was not due to a Delay Event Exclusion; or

- (ii) arriving at the arrival Terminal Time Point more than the lesser of (A) fourteen minutes and fifty-nine seconds (14:59) or (B) one Headway after the scheduled time of arrival in accordance with the Service Plan, in each case provided that such delay was not due to a Delay Event Exclusion; and

STATION AVAILABILITY (SA_{mn})

- 5. The Station Availability for month m of Contract Year n (SA_{mn}) shall be determined in accordance with the following formula:

$$SA_{mn} = \frac{SSH_{mn} - SDH_{mn}}{SSH_{mn}}$$

where:

SDH_{mn} = Station Downtime Hours in month m in Contract Year n, being the sum, for each station, of the number of hours in month m in Contract Year n during which such station is subject to a Station Downtime Event; and

SSH_{mn} = Scheduled Station Hours in month m in Contract Year n, being the sum, for each station, of the number of hours in month m in Contract Year n during which such station is scheduled to be open in accordance with the minimum spans of service set forth in Table 2.1.1B in Attachment 10 (*O&M Specifications*) to the Agreement.

**PART E
PERFORMANCE DEDUCTION**

The Performance Deduction for month m of Contract Year n (PD_{mn}) shall be determined in accordance with the following formula:

$$PD_{mn} = PDP_{mn} \times BSP_{adj mn}$$

where:

PDP_{mn} = the Performance Deduction Percentage in Table 2 below that corresponds to the STOP Points accrued by the Concessionaire in accordance with Section 3 of Attachment 10 (*O&M Specifications*) to the Agreement during month m of Contract Year n ($STOP_{mn}$); and

$BSP_{adj mn}$ = the Adjustable Base Service Payment for month m of Contract Year n as calculated in accordance with Section 2 of Part C (*Availability Adjusted Base Service Payment*) of this Attachment 11.

Table 2 – Performance Deduction Percentage (PDP_{mn})

STOP _{mn}	Performance Deduction Percentage (PDP_{mn})	STOP _{mn}	Performance Deduction Percentage (PDP_{mn})	STOP _{mn}	Performance Deduction Percentage (PDP_{mn})	STOP _{mn}	Performance Deduction Percentage (PDP_{mn})
≤50	0.00%	108	0.60%	166	1.42%	224	2.48%
51	0.02%	109	0.62%	167	1.43%	225	2.51%
52	0.02%	110	0.63%	168	1.45%	226	2.54%
53	0.02%	111	0.65%	169	1.46%	227	2.57%
54	0.03%	112	0.66%	170	1.47%	228	2.60%
55	0.03%	113	0.67%	171	1.49%	229	2.62%
56	0.04%	114	0.69%	172	1.50%	230	2.65%
57	0.04%	115	0.70%	173	1.52%	231	2.68%
58	0.05%	116	0.72%	174	1.53%	232	2.72%
59	0.05%	117	0.73%	175	1.55%	233	2.75%
60	0.06%	118	0.74%	176	1.56%	234	2.78%
61	0.06%	119	0.76%	177	1.58%	235	2.81%
62	0.07%	120	0.77%	178	1.59%	236	2.84%
63	0.08%	121	0.79%	179	1.61%	237	2.88%
64	0.09%	122	0.80%	180	1.62%	238	2.91%
65	0.09%	123	0.82%	181	1.64%	239	2.95%
66	0.10%	124	0.83%	182	1.65%	240	2.98%
67	0.11%	125	0.84%	183	1.67%	241	3.02%
68	0.12%	126	0.86%	184	1.68%	242	3.05%
69	0.13%	127	0.87%	185	1.70%	243	3.09%
70	0.14%	128	0.89%	186	1.71%	244	3.13%
71	0.15%	129	0.90%	187	1.73%	245	3.17%
72	0.15%	130	0.92%	188	1.75%	246	3.21%
73	0.16%	131	0.93%	189	1.76%	247	3.25%
74	0.17%	132	0.94%	190	1.78%	248	3.29%
75	0.18%	133	0.96%	191	1.80%	249	3.33%
76	0.20%	134	0.97%	192	1.81%	250	3.37%
77	0.21%	135	0.99%	193	1.83%	251	3.42%
78	0.22%	136	1.00%	194	1.85%	252	3.46%
79	0.23%	137	1.01%	195	1.86%	253	3.51%
80	0.24%	138	1.03%	196	1.88%	254	3.55%
81	0.25%	139	1.04%	197	1.90%	255	3.60%
82	0.26%	140	1.06%	198	1.92%	256	3.65%
83	0.27%	141	1.07%	199	1.93%	257	3.69%
84	0.29%	142	1.08%	200	1.95%	258	3.74%
85	0.30%	143	1.10%	201	1.97%	259	3.79%
86	0.31%	144	1.11%	202	1.99%	260	3.84%

STOP _{mn}	Performance Deduction Percentage (PDP _{mn})
87	0.32%
88	0.33%
89	0.35%
90	0.36%
91	0.37%
92	0.39%
93	0.40%
94	0.41%
95	0.43%
96	0.44%
97	0.45%
98	0.47%
99	0.48%
100	0.49%
101	0.51%
102	0.52%
103	0.53%
104	0.55%
105	0.56%
106	0.58%
107	0.59%

STOP _{mn}	Performance Deduction Percentage (PDP _{mn})
145	1.13%
146	1.14%
147	1.15%
148	1.17%
149	1.18%
150	1.19%
151	1.21%
152	1.22%
153	1.24%
154	1.25%
155	1.26%
156	1.28%
157	1.29%
158	1.31%
159	1.32%
160	1.33%
161	1.35%
162	1.36%
163	1.38%
164	1.39%
165	1.40%

STOP _{mn}	Performance Deduction Percentage (PDP _{mn})
203	2.01%
204	2.03%
205	2.05%
206	2.07%
207	2.09%
208	2.11%
209	2.13%
210	2.15%
211	2.17%
212	2.19%
213	2.22%
214	2.24%
215	2.26%
216	2.28%
217	2.31%
218	2.33%
219	2.36%
220	2.38%
221	2.41%
222	2.43%
223	2.46%

STOP _{mn}	Performance Deduction Percentage (PDP _{mn})
261	3.90%
262	3.95%
263	4.00%
264	4.06%
265	4.11%
266	4.17%
267	4.23%
268	4.29%
269	4.35%
270	4.41%
271	4.47%
272	4.54%
273	4.60%
274	4.67%
275	4.73%
276	4.80%
277	4.87%
278	4.94%
≥279	5.00%

PART F
SPECIAL EVENTS ADJUSTMENT

1. The Concessionaire is required to provide Special Event Services in accordance with Section 2.4.1(f) of Attachment 10 (*O&M Specifications*) to the Agreement, provided that the aggregate Car-hours in connection with the provision of Special Event Services in Contract Year n shall not exceed 10% of the Scheduled Car Hours for Contract Year n.
2. RTD shall compensate the Concessionaire for the provision of Special Event Services in month m of Contract Year n through the Special Events Adjustment (SEA_{mn}). The Special Events Adjustment is calculated in accordance with the following formula:

$$SEA_{mn} = SHP_{ISn} \times H_{actual} \times \left(\frac{H_{actual}}{H_{scheduled}} \right)$$

where:

SHP_{ISn} = the Service Hour Price for Incremental Service (SHP_{IS}) for Contract Year n calculated in accordance with the following formula:

$$SHP_{ISn} = SHP_{ISbase} \times \left(\frac{CPI_n}{CPI_{base}} \right)$$

where:

SHP_{ISbase} = the Service Hour Price for special service in Base Date prices, being U.S.\$60.00 per hour;

H_{actual} = the number of incremental Compliant Car-hours actually operated or made available for operation in accordance with, and not exceeding those scheduled under, the Special Events timetable agreed with RTD during month m of Contract Year n; and

$H_{scheduled}$ = the number of incremental Car-hours scheduled to be operated in the provision of Special Event Services during month m of Contract Year n.

PART G
BASE ANNUAL SERVICE PAYMENTS

1. The Base Annual Service Payment (*BASP_n*) for each Commuter Rail Service for Contract Year n shall be calculated in accordance with the following formulas:

$$BASP_n = ABASP_n \times \left[CPI_{weight} \times \left(\frac{CPI_n}{CPI_{base}} \right) + Labor_{weight} \times \left(\frac{Labor_n}{Labor_{base}} \right) + MI_{weight} \times \left(\frac{MI_n}{MI_{base}} \right) \right] + ABANISP_n$$

where:

ABASP_n = the Aggregate Base Annual Indexed Service Payment for the relevant Commuter Rail Services in Base Date prices in year n calculated in accordance with the following formula:

$$ABASP_n = BAISP_{EC_{base}} + BAISP_{GL_{base}} + BAISP_{NWES_{base}}$$

where:

BAISP_{ECbase} = the Base Annual Indexed Service Payment for the East Corridor in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*);

BAISP_{GLbase} = the Base Annual Indexed Service Payment for the Gold Line in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*); and

BAISP_{NWESbase} = the Base Annual Indexed Service Payment for the Northwest Rail Electrified Segment in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*);

provided that at any date prior to the Revenue Service Commencement Date or the Revenue Service Target Date in respect of the relevant Commuter Rail Service with respect to which such Base Annual Service Payment is calculated, the Base Annual Service Payment in respect of such Commuter Rail Service shall be 0; and

$ABANISP_n$ = the Aggregate Base Annual Non-Indexed Service Payment for the relevant Commuter Rail Services in Base Date prices in year n calculated in accordance with the following formula:

$$ABANISP_n = BANISP_{EC_{base}} + BANISP_{GL_{base}} + BANISP_{NWES_{base}}$$

where:

$BANISP_{EC_{base}}$ = the Base Annual Non-Indexed Service Payment for the East Corridor in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*);

$BANISP_{GL_{base}}$ = the Base Annual Non-Indexed Service Payment for the Gold Line in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*); and

$BANISP_{NWES_{base}}$ = the Base Annual Non-Indexed Service Payment for the Northwest Rail Electrified Segment in Base Date prices in year n as set out below in Table 3 (*Base Annual Service Payments*); and

provided that at any date prior to the Revenue Service Commencement Date or the Revenue Service Target Date in respect of the relevant Commuter Rail Service with respect to which such Base Annual Service Payment is calculated, the Base Annual Service Payment in respect of such Commuter Rail Service shall be 0.

Table 3 – Base Annual Service Payments¹

<i>n</i>	<i>Year</i>	BAISP_{ECbase}	BAISP_{GLbase}	BAISP_{NWESbase}	ABAISP_{base}	BANISP_{ECbase}	BANISP_{GLbase}	BANISP_{NWESbase}	ABANISP_{base}
-1	2015	-	-	-	-	-	-	-	-
0	2016	14,117,060	-	-	14,117,060	24,178,345	8,534,546	2,420,576	35,133,467
1	2017	30,245,562	4,802,725	2,179,104	37,227,391	73,711,979	(26,986,247)	(12,244,266)	34,481,466
2	2018	30,247,546	4,803,717	2,181,639	37,232,902	76,715,103	(27,885,511)	(12,664,387)	36,165,204
3	2019	37,260,199	6,077,053	2,493,891	45,831,144	90,931,757	(31,049,710)	(12,742,130)	47,139,917
4	2020	41,935,195	6,431,438	2,677,374	51,044,007	91,234,675	(31,047,183)	(12,924,780)	47,262,712
5	2021	32,837,466	5,574,336	2,251,554	40,663,356	91,938,043	(31,913,704)	(12,890,405)	47,133,934
6	2022	32,835,482	5,573,343	2,249,019	40,657,844	91,290,649	(32,105,054)	(12,955,398)	46,230,198
7	2023	33,739,881	5,766,243	2,581,061	42,087,185	92,685,351	(31,448,015)	(14,076,625)	47,160,712
8	2024	40,214,158	6,446,651	2,689,565	49,350,374	94,166,644	(32,399,482)	(13,517,176)	48,249,986
9	2025	50,514,084	8,653,820	5,775,018	64,942,921	95,611,251	(27,940,673)	(18,645,856)	49,024,721
10	2026	34,991,364	5,612,184	2,273,998	42,877,546	92,608,853	(33,570,230)	(13,602,303)	45,436,319
11	2027	33,410,258	5,803,467	2,309,687	41,523,412	94,384,961	(34,287,826)	(13,646,010)	46,451,124
12	2028	34,677,249	7,426,161	2,544,338	44,647,749	96,218,366	(36,216,316)	(12,408,370)	47,593,679
13	2029	40,891,013	6,538,932	2,739,225	50,169,169	105,813,315	(39,826,751)	(16,683,828)	49,302,736
14	2030	53,594,587	9,839,231	6,426,786	69,860,604	115,927,203	(36,263,648)	(23,686,677)	55,976,877
15	2031	33,963,007	5,639,550	2,536,686	42,139,244	105,969,089	(38,184,853)	(17,175,660)	50,608,577
16	2032	32,877,076	5,524,938	2,243,788	40,645,802	112,800,434	(36,702,560)	(14,905,647)	61,192,227
17	2033	33,129,548	5,626,123	2,284,859	41,040,531	119,082,369	(35,760,511)	(14,522,921)	68,798,937
18	2034	40,428,341	6,484,500	2,712,009	49,624,849	132,373,701	(34,384,610)	(14,380,655)	83,608,436
19	2035	54,030,337	10,779,884	7,488,765	72,298,986	128,206,943	(28,907,686)	(20,082,117)	79,217,140
20	2036	40,729,404	6,474,304	2,403,605	49,607,313	111,322,962	(49,529,408)	(18,387,940)	43,405,615

¹ All figures in Dollars.

<i>n</i>	<i>Year</i>	BAISP_{ECbase}	BAISP_{GLbase}	BAISP_{NWESbase}	ABAISP_{base}	BANISP_{ECbase}	BANISP_{GLbase}	BANISP_{NWESbase}	ABANISP_{base}
21	2037	36,180,497	7,074,131	2,843,778	46,098,407	142,807,353	(67,229,466)	(27,026,031)	48,551,857
22	2038	37,127,319	7,722,257	2,962,699	47,812,275	155,197,020	(71,535,643)	(27,445,162)	56,216,215
23	2039	43,401,228	8,089,833	3,464,126	54,955,187	175,194,153	(72,153,510)	(30,896,668)	72,143,974
24	2040	51,938,231	11,485,590	4,889,602	68,313,423	172,854,552	(77,387,704)	(32,945,199)	62,521,649
25	2041	38,654,521	8,979,430	3,120,390	50,754,340	93,221,744	(16,379,807)	(5,692,052)	71,149,885
26	2042	34,464,142	6,226,942	2,727,568	43,418,652	131,878,520	(84,041,114)	(36,812,269)	11,025,136
27	2043	34,462,158	6,225,950	2,725,033	43,413,141	36,059,693	(16,260,951)	(7,117,247)	12,681,494
28	2044	32,343,480	5,625,131	2,282,324	40,250,935	36,587,788	(16,455,271)	(6,676,513)	13,456,004
29	2045	44,767,482	10,692,126	8,555,471	64,015,079	50,866,362	(5,680,326)	(4,545,201)	40,640,835
30	2046	41,583,355	5,838,051	2,474,503	49,895,909	36,140,125	(17,288,007)	(7,327,656)	11,524,463
31	2047	32,347,927	5,639,550	2,536,686	40,524,164	34,858,863	(16,439,287)	(7,394,440)	11,025,136
32	2048	32,098,835	5,525,930	2,246,324	39,871,089	36,100,655	(17,715,697)	(7,201,537)	11,183,422
33	2049	37,039,757	6,177,634	2,558,576	45,775,967	45,328,171	(15,599,079)	(6,460,632)	23,268,460
34	2050	41,084,283	7,192,488	2,809,976	51,086,747	48,584,700	(14,757,385)	(5,765,445)	28,061,871
35	2051	34,669,403	6,329,865	2,383,383	43,382,652	32,287,543	(15,446,382)	(5,816,024)	11,025,136
36	2052	32,343,480	5,625,131	2,282,324	40,250,935	33,969,857	(16,322,200)	(6,622,521)	11,025,136
37	2053	33,008,920	5,703,418	2,321,468	41,033,805	37,083,782	(16,064,781)	(6,538,863)	14,480,138
38	2054	40,144,285	7,054,709	2,804,104	50,003,098	52,378,287	(13,350,040)	(5,306,371)	33,721,876
39	2055	57,010,754	10,308,511	7,661,517	74,980,782	69,070,826	(4,842,320)	(3,598,921)	60,629,585
40	2056	33,112,535	5,873,537	2,270,167	41,256,240	27,219,773	(11,680,164)	(4,514,473)	11,025,136

2. The Adjustable Base Annual Service Payment for year n ($BASP_{adj\ n}$) and the Fixed Base Annual Service Payment for year n ($BASP_{fix\ n}$) shall be calculated in accordance with the following formulas:

For $BASP_{adj\ n}$:

$$BASP_{adj\ n} = \min[BASP_n, BASP_{average\ n}]$$

where:

$BASP_n$ = the Base Annual Service Payment for contract year n as calculated in Section 1 of this Part G (*Base Annual Service Payments*) of Attachment 11;

$BASP_{average\ n}$ = the Average Base Annual Service Payment for contract year n as calculated in Section 3 of this Part G (*Base Annual Service Payments*) of Attachment 11 below; and

min = the function that chooses the lesser of $BASP_n$ and $BASP_{average}$.

For $BASP_{fix\ n}$:

$$BASP_{fix\ n} = \max[BASP_n - BASP_{adj\ n}, 0]$$

where:

$BASP_n$ = the Base Annual Service Payment for contract year n as calculated in Section 1 of this Part G (*Base Annual Service Payments*) of Attachment 11;

$BASP_{adj\ n}$ = the Adjustable Base Annual Service Payment for Contract Year n, as calculated in accordance with Section 2 of this Part G (*Base Annual Service Payments*) of Attachment 11; and

max = the function that chooses the greater of (i) the Base Annual Service Payment less the Adjustable Base Annual Service Payment and (ii) 0.

3. The Average Base Annual Service Payment ($BASP_{average\ n}$) for year n shall be calculated in accordance with the following formula:

$$BASP_{average\ n} = \left(ABASIP_{average} \times \left[CPI_{weight} \times \left(\frac{CPI_n}{CPI_{base}} \right) + Labor_{weight} \times \left(\frac{Labor_n}{Labor_{base}} \right) + MI_{weight} \times \left(\frac{MI_n}{MI_{base}} \right) \right] \right) + ABANISP_{average}$$

where:

$ABASIP_{average}$ = the average of all Aggregate Base Annual Indexed Service Payments given by the following formula:

$$ABASIP_{average} = \frac{\sum_{n=1}^{40} ABAISP_n}{40}$$

where:

$ABASIP_n$ = the Aggregate Base Annual Indexed Service Payments for each relevant Commuter Rail Services in Base Date prices in year n as determined in accordance with Section 1 of this Part G (*Base Annual Service Payments*) of Attachment 11;

$ABANISP_{average}$ = the average of all Aggregate Base Annual Non-Indexed Service Payments given by the following formula:

$$ABANISP_{average} = \frac{\sum_{n=1}^{40} ABANISP_n}{40}$$

where:

$ABANISP_n$ = the Aggregate Base Annual Non-Indexed Service Payments for each relevant Commuter Rail Services in Base Date prices in year n as determined in accordance with Section 1 of this Part G (*Base Annual Service Payments*) of Attachment 11.

PART H
TABOR SECURED PAYMENTS

1. The Service Payment payable in month m of Contract Year n is comprised of two components (a) the TABOR Secured Service Payment (SP_{Tmn}) and (b) the Appropriated Service Payment (SP_{Amn}) as follows:

$$SP_{Tmn} = \min(SP_{mn}, TP_{mn})$$

where:

SP_{mn} = Service Payment as calculated in Part B (*Service Payment*) of this Attachment 11;

$$TP_{mn} = \frac{1}{12} \times TP_n$$

Where

TP_n = TABOR Portion of Contract Year n as shown in Table 4 below; and

\min = the function that chooses the lesser of SP_{mn} and TP_{mn} .

and

$$SP_{Amn} = \max(SP_{mn} - SP_{Tmn}, 0)$$

where:

SP_{mn} = Service Payment as calculated in Part B (*Service Payment*) of this Attachment 11;

\max = the function that chooses the greater of either (i) the Service Payment less the TABOR Secured Service Payment and (ii) 0.

Table 4 – TABOR Secured Payments²

Operating Year	Year	Secured Principal (A)	Secured Interest (B)	TABOR Portion TP _n (C = A + B)	Maximum Annual TABOR Portion
0	2016	0	0	0	0
1	2017	-	43,046,192	43,046,192	199,000,000
2	2018	-	36,503,949	36,503,949	199,000,000
3	2019	9,588,556	37,575,090	47,163,646	199,000,000
4	2020	10,208,084	37,365,919	47,574,003	199,000,000
5	2021	10,867,641	37,060,943	47,928,585	205,000,000
6	2022	10,524,642	35,690,701	46,215,344	218,000,000
7	2023	11,881,335	35,307,075	47,188,409	218,000,000
8	2024	13,412,913	34,982,934	48,395,846	218,000,000
9	2025	15,141,921	35,676,392	50,818,313	228,000,000
10	2026	13,215,063	32,267,317	45,482,380	228,000,000
11	2027	14,848,445	31,643,047	46,491,491	158,000,000
12	2028	16,683,712	31,069,248	47,752,960	158,000,000
13	2029	18,745,819	30,544,487	49,290,306	158,000,000
14	2030	21,062,802	37,780,514	58,843,317	158,000,000
15	2031	17,509,455	33,109,971	50,619,426	158,000,000
16	2032	19,953,009	41,338,118	61,291,127	158,000,000
17	2033	22,737,576	46,058,494	68,796,070	158,000,000
18	2034	36,911,369	46,539,586	83,450,956	158,000,000
19	2035	36,958,294	59,489,306	96,447,599	158,000,000
20	2036	18,934,800	24,407,305	43,342,105	158,000,000
21	2037	21,375,614	27,173,145	48,548,759	158,000,000
22	2038	24,131,064	32,010,544	56,141,609	158,000,000
23	2039	39,336,199	32,587,695	71,923,894	256,000,000
24	2040	50,023,672	30,771,491	80,795,163	256,000,000
25	2041	39,015,484	35,202,441	74,217,925	256,000,000
26	2042	-	11,835,886	11,835,886	256,000,000
27	2043	-	12,697,265	12,697,265	256,000,000
28	2044	-	13,600,024	13,600,024	256,000,000
29	2045	11,934,514	28,743,877	40,678,392	256,000,000
30	2046	-	12,182,476	12,182,476	256,000,000
31	2047	-	11,161,526	11,161,526	256,000,000
32	2048	-	11,302,838	11,302,838	256,000,000
33	2049	7,386,037	15,907,583	23,293,620	256,000,000
34	2050	9,265,938	18,824,887	28,090,825	256,000,000
35	2051	-	11,486,202	11,486,202	256,000,000
36	2052	-	11,154,465	11,154,465	256,000,000
37	2053	864,892	13,668,457	14,533,349	256,000,000
38	2054	21,447,545	12,308,750	33,756,295	256,000,000
39	2055	53,647,396	7,037,364	60,684,759	256,000,000
40	2056	10,049,453	2,324,707	12,374,160	256,000,000

² All figures in Dollars.

PART I**MONITORING AND MEASUREMENT****MEASUREMENT**

1. The Concessionaire shall provide an automated process, using the Concessionaire's MIS, to gather and analyze the data required for calculating the Availability Ratio, the Performance Deduction and the Special Events Adjustment. This process, including the details, definition, calculations and reporting, shall be described in the Management and Administration Plan.

COLLECTION OF DATA

2. The Concessionaire shall procure that the data required for the determination of the Availability Ratio, the Performance Deduction and the Special Events Adjustment is collected at such times and in such format as will enable the Concessionaire to calculate, and RTD to verify, the Availability Ratio, the Performance Deduction and the Special Events Adjustment.

ANNEX 1

FORM OF INVOICE

To: Richard F. Clarke
 Assistant General Manager, Capital Programs
 1560 Broadway, FAS-71
 Denver, Colorado 80202
 Fax: (303) 299-2452
 Email: richard.clarke@rtd-fastracks.com

With a copy to: John Dawson
 RTD Purchasing Agent
 1600 Blake Street, BLK-22
 Denver, Colorado 80202
 Fax: (303) 299-2010
 Email: john.dawson@rtd-denver.com

Ladies and Gentlemen:

Reference is made to the Concession Agreement, dated as of July 9, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the **Agreement**) between the Regional Transportation District (**RTD**) and Denver Transit Partners, LLC (the **Concessionaire**). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 30.2 (*Service Payments*) of the Agreement, we hereby submit this Invoice to RTD with supporting documents and data attached hereto (including the Monthly Operating Report for the calendar month immediately preceding the date of this Invoice) and request that payment be remitted to *[insert relevant information]*.

Invoice Number:	
Invoice Date:	
Terms:	
Payment Due Date:	
Contract Number:	
Service Payment for [mm/dd/yy]:	
TABOR Secured Service Payment:	
Appropriated Service Payment:	
Adjustable Base Service Payment for [mm/dd/yy]:	

Fixed Base Service Payment for [mm/dd/yy]:	
Base Annual Service Payment	
Aggregate Base Annual Indexed Service Payments:	
$BAISP_{ECBASE}$:	
$BAISP_{GLBASE}$:	
$BAISP_{NWESBASE}$:	
<i>Average Aggregate Base Annual Indexed Service Payments:</i>	
Aggregate Base Annual Non-Indexed Service Payments:	
$BANISP_{ECBASE}$:	
$BANISP_{GLBASE}$:	
$BANISP_{NWESBASE}$:	
<i>Average Aggregate Base Annual Non-Indexed Service Payments:</i>	
Base Annual Service Payment (BASP):	
<i>Adjustable Base Annual Service Payment (BASP_{adj}):</i>	
<i>Fixed Base Annual Service Payment (BASP_{fix}):</i>	
Indexes:	
CPI_{base} :	
CPI_n :	
$Labor_{base}$:	
$Labor_n$:	
MI_{base} :	
MI_n :	
Days:	
D_m :	

Availability Adjusted Base Service Payment	
Rolling Stock Availability:	
<i>Compliant Car Miles Operated:</i>	
<i>Scheduled Car Miles:</i>	
Rolling Stock Availability (RSA):	
On Time Availability:	
<i>Average Base Annual Service Payment:</i>	
<i>Total Number of Missed Times (TMT):</i>	
<i>Total Number of Extended Missed Times (TEMT):</i>	
On Time Availability (OTA):	
Station Availability:	
<i>Scheduled Station Hours (SSH):</i>	
<i>Station Downtime Hours (SDH):</i>	
Station Availability (SA):	
Availability Factor:	
Availability Adjusted Base Service Payment:	
Performance Deduction:	
<i>Total STOP Points:</i>	
Performance Deduction Percentage (PDP):	
Special Events Adjustment:	
<i>Incremental Compliant Car Hours (H_{actual}):</i>	
<i>Scheduled Car Hours ($H_{scheduled}$):</i>	
Special Events Adjustment (SEA):	
Service Hour Price for [mm/dd/yy]:	
Total Amount Due (including TABOR Portion payable under Section 30.2(b) of the Concession)	

Agreement):	
Date:	
Prepared by:	

Yours faithfully,

Denver Transit Partners, LLC

ANNEX 2

FORM OF TRACTION POWER USAGE REPORT

To: Richard F. Clarke
 Assistant General Manager, Capital Programs
 1560 Broadway, FAS-71
 Denver, Colorado 80202
 Fax: (303) 299-2452
 Email: richard.clarke@rtd-fastracks.com

With a copy to: John Dawson
 RTD Purchasing Agent
 1600 Blake Street, BLK-22
 Denver, Colorado 80202
 Fax: (303) 299-2010
 Email: john.dawson@rtd-denver.com

Ladies and Gentlemen:

Reference is made to the Concession Agreement, dated as of July 9, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the **Agreement**) between the Regional Transportation District (**RTD**) and Denver Transit Partners, LLC (the **Concessionaire**). Capitalized terms defined in the Agreement and not otherwise defined herein are used herein as defined in the Agreement.

Pursuant to Section 29.15 (*Electrical Energy*) of the Agreement, we hereby submit this Traction Power Usage Report to RTD with supporting documents and data attached hereto (including the Monthly Operating Report for the month to which this report relates and a copy of the most recent monthly invoice from the supplier of Traction Power).

As applicable, figures have been calculated for the current Contract Year to date.

Report Number:	
Report Date:	
Contract Year:	
Month/Period to which this relates:	
Contract Number:	
Annual Traction Power Amount:	
Annual Allowable Amount:	
Achieved Traction Power Savings Amount (Concessionaire calculation):	

Traction Power Efficiency Incentive Amount (Concessionaire calculation):	
Additional Electrical Power Used:	
<i>Annual Traction Power Amount:</i>	
<i>Adjusted Guaranteed Annual Maximum Megawatt-hours:</i>	
$H_{special}$:	
$H_{scheduled}$:	
Adjusted Guaranteed Annual Maximum Megawatt-hours:	
$GAMMh_{ECn}$:	
$GAMMh_{GLn}$:	
$GAMMh_{NWESn}$:	
RS_{EC} :	
RS_{GL} :	
RS_{NWES} :	
$H_{ECactual}$:	
$H_{ECscheduled}$:	
$H_{GLactual}$:	
$H_{GLscheduled}$:	
$H_{NWESactual}$:	
$H_{NWESscheduled}$:	
Traction Power Cost Multiplier:	
<i>PPM:</i>	U.S.\$100 per megawatt-hour in Base Rate Dollars
CPI_{base} :	
CPI_n :	
Traction Power Reimbursement Amount (Concessionaire calculation):	
<i>Month:</i>	
<i>Year to date:</i>	

Date:	
Prepared by:	

Yours faithfully,

Denver Transit Partners, LLC