

MEETING DATE: April 17, 2019

ITEM # 16

SUBJECT:

WORKSHOP ON THE DRAFT CONTRACT EXTENSION WITH NOMAD TRANSIT LLC, A WHOLLY OWNED SUBSIDIARY OF VIA TRANSPORTATION, INC., FOR OPERATION OF THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM THROUGH FISCAL YEAR 2019

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Associate Transportation Planner



For Denix Anbiah, Director
Public Works Department

ATTACHMENT Yes No

Information

Direction

Action

OBJECTIVE

The purpose of this report is to solicit City Council feedback and direction on the draft Contract Extension and budget for the continued operation of the West Sacramento On-Demand Rideshare program through FY 2019.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Provide feedback on a budget approach and draft contract extension with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., proposed to support the continued operation of the West Sacramento On-Demand Rideshare program through FY 2019; and
- 2) Direct staff to return May 1, 2019 with a final contract extension and budget allocation request for City Council consideration of approval.

BACKGROUND

The West Sacramento On-Demand Rideshare program is an innovative public transit solution launched by the City in partnership with NoMad Transit LLC (Via) following a robust Commission and Council engagement process. A summary of City Council engagement and actions taken to date is included below:

Meeting	Report Topic/Action Taken
April 19, 2017	Introduced Mobility Action Plan & Pilot On-Demand Flexible Transportation Service. City Council directed staff to release a Request for Proposals.
July 26, 2017	Workshop on conceptual service designs. City Council directed staff to launch service citywide, encourage pooling, and provide point-to-point service.
August 16, 2017	Presented shortlist of proposals responsive to RFP for the Pilot service. City Council approved staff's recommended shortlist to advance for further evaluation and selection.
November 1, 2017	Presented evaluation panel's top-ranked, recommended firm, Via Transportation Inc. City Council approved recommendation and directed staff to return with a contract.
January 17, 2018	Submitted request for Award of Contract and allocation of funding for contract expenses. Council executed contract, approved funding and requested regular staff updates.
March 21, 2018	Submitted service parameters and launch plan for Council feedback. Council redirected staff from a phased approach and requested citywide service at launch to ensure access for all residents.
May 9, 2018	In accordance with Council direction, staff provided a regular project update. No action was taken.
June 27, 2018	Regular updates and workshop conducted to define performance goals/metrics and present Marketing Plan. City Council provided feedback and approved the Marketing Plan.
August 22, 2018	In accordance with Council direction, staff provided a regular project update. No action was taken.
October 17, 2018	Regular updates and workshop conducted to solicit input on a Draft User Survey. City Council directed staff to focus on key data points and keep survey brief to achieve higher response rate.
February 20, 2019	Presentation of regular updates, User Survey findings, Contract Amendment No. 1 and Resolution 19-12, and a workshop to solicit feedback on Year 2 Scenarios and Cost Estimates. City Council approved Amendment No. 1 and Resolution 19-12 authorizing reinvestment of up to \$90,000 of fare revenues and directed a Year 2 maintaining a citywide boundary but expanding hours.

ANALYSIS

City Council awarded a Contract for Services to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc. (Via), on January 17, 2018 to support a one (1) year Pilot operation of a citywide on-demand rideshare program, with a contract termination date of May 13, 2019. The Pilot service authorized up to \$720,000 to be expended to support up to ten (10) Mercedes Benz Metris vans operating at limited hours during the initial Launch Phase and moving to expand hours during the Full Launch Phase. At the outset of the project, ridership was projected to achieve roughly 200-250 average daily riders over the course of the Pilot with higher demand expected to occur around peak commuting hours. On June 27, 2018, the City Council defined the goals and performance metrics of the program to include:

- Enhance Quality of Life
 - Time spent on travel
 - Encourage Social Interaction and Cohesion
- Improve Access & Mobility for Underserved Communities
- Reduce Single Occupancy Vehicle Miles Travelled
 - Incentivize Pooling & Achieve High Vehicle Occupancy Rates
- Provide Affordable Service at a Sustainable Cost to the City
- Enable Car-free Lifestyles (& Alleviate Parking Demand)
- Encourage Linked Multi-Modal Trips
 - Supplement/Replace Underperforming Fixed Routes
 - Close First/Last Mile Gaps to Transit

Since launching on May 14, 2018, ridership significantly exceeded expectations, with average daily ridership currently exceeding 400 average daily riders on weekdays (396 average daily riders overall) since March. Similarly, demand deviated from initial projections, with steady and high demand occurring throughout the day, and peak demand occurring between 2pm-5pm. As a result, a greater number of driver hours were required to maintain performance standards throughout the Pilot term, ultimately requiring Contract Amendment No. 1, approved by City Council on February 20, 2019, to fund the Pilot through the remainder of the initial contract term using up to \$90,000 in revenues from fares. Relative to the goals and performance metrics prioritized by City Council, the Pilot program has performed well. The 6-Month User Survey Findings demonstrated that the program has measurably improved quality of life for residents and, pending additional analysis, is likely contributing to single occupancy VMT reduction among some riders. A Final Performance Report is currently underway, led by the UC Berkeley Transportation Sustainability Research Center (TSRC). This report will seek to quantify potential impacts of the Program and further assess how the service has performed relative to other metrics, such as linked multi-modal trips and enabling car-free lifestyles. Broadly, the community has positively received the program and customer satisfaction rating have continued to stand at a 4.9/5.0 stars.

On February 20, 2019, staff conducted a workshop to solicit City Council input on potential Year 2 Service Scenarios and related cost estimates to be considered in the development of a prospective contract extension to continue operating the service beyond the Pilot term, through Fiscal Year 2019 (June 30, 2020). The City Council directed staff to develop a Year 2 service that would expand service such that it provides enough coverage and reliability to enable a car-free lifestyle and expressed support for maintaining the existing citywide geographic boundary. As such, staff has worked closely with the Via team to design a Year 2 Service Scenario as part of the proposed contract amendment that would maintain a citywide boundary, but would expand operating hours to cover Sundays and Holidays, extend the start and end of service by one (1) hour, and grow the Metris fleet from 7 vehicles up to 11 vehicles, of which a total of 2 vans would be wheelchair accessible. The proposed expansions would support the City's goal of providing a reliable mobility option that enables car-free and car-lite lifestyles in the City, and broadly supports multiple social, economic, and environmental outcomes.

Key conditions and changes proposed as part of the FY 2019 Contract Extension include:

- Expansion of Hours of Operation and Vehicle Fleet (as described above)
- Extension of Performance Period through FY 2019 (June 30, 2020), rather than one (1) calendar year
- Fare Revenues to be immediately reinvested into Program to offset local costs (rather than City retention)
- Elimination of obsolete language and conditions related to SACOG Grant funding, UC Berkeley Performance Evaluation, and reference and treatment of project as a new service, "Pilot" or "Flexible Transportation Service"

With minor exceptions pending final contract negotiations, the Contract Extension, service plan and budget approach contained herein is recommended by staff. The recommended budget approach is detailed in the Budget/Cost Impact section below. At this time, City Council is requested to provide input to guide any desired modifications to the proposed Contract Extension, service plan, or budget approach in advance of returning on May 1, 2019 to request City Council's consideration of approval of a final Contract Extension package.

Environmental Considerations

A Notice of Exemption was filed with the County Clerk’s Office. Per City Council action on January 17, 2018, this project was determined to be Categorically Exempt under Class 6, Guidelines Section 15306 (Information Collection) of CEQA because the project was initial focused on data collection, research and evaluation activities. When staff returns to Council on May 1, 2019, an appropriate recommendation will be made for Year 2.

Commission Recommendation

On March 4th, 2019 the Transportation, Mobility and Infrastructure (TMI) Commission moved to unanimously recommend that the City Council approve a contract extension with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., for a second year of service, including the expansions described herein.

Strategic Plan Integration

This project directly advances the Top Priority 2019 Strategic Plan Policy Agenda item, “Via Renewal & Service Enhancement.”

Alternatives

The Council’s primary alternatives are:

1. Staff recommends that the City Council provide feedback on the proposed contract extension, service plan and budget approach to continue the West Sacramento On-Demand Rideshare Program through FY 2019 and direct staff to return May 1, 2019 with a final contract extension for Council consideration.
2. Council may elect not to consider this contract extension at this time and direct staff to return at a later date. This alternative is not recommended, as the current contract with NoMad Transit LLC expires on May 13, 2019. Delaying City Council feedback to advance a final contract extension for Council consideration of approval on May 1, 2019 would cause the West Sacramento On-Demand Rideshare Program to cease operations unless or until a contract extension was approved.

Coordination and Review

This report was prepared by the Public Works Transportation and Mobility Group and was coordinated with Via Transportation Inc. and the Administrative Services – Finance team.

Budget/Cost Impact

The total cost associated with approving the FY 2019 contract extension with NoMad Transit LLC to continue operations as proposed herein is not to exceed **\$2,020,000**. Expenses include up to \$1,905,000 toward the contract extension with NoMad Transit LLC (See Attachment 1, Exhibit C), which would include an (59) weeks of service operations, and up to \$115,000 to support approximately .3-.5 FTE in City staff time and materials.

A breakdown of anticipated costs are as follows:

Contract for Services with NoMad Transit LLC:	\$1,905,000
City Staff Time & Materials:	\$ 115,000
Total FY 19 Program Cost:	\$2,020,000

On May 1, 2019, staff intends to request an allocation of up to \$2,020,000 in Transportation Development Act (TDA) funds toward this contract extension. Exclusive of the estimated FY19/20 TDA allocation shown below, the City’s current unrestricted TDA reserve balance is approximately \$5.2M. If the City Council approves staff’s allocation request in May, the following impacts to the TDA Fund (Fund 202) budget would be expected:

Estimated FY19/20 TDA Allocation (Revenue):	Appx. \$3.3M <i>(\$2.8M LTF/\$.5M STA)</i>
Estimated FY19/20 TDA Claim (Expenses):	Appx. \$4.2M
<i>Proposed WS On-Demand Expenses</i>	<i>(Appx. \$2.02M)</i>
<i>Est. Yolobus Expenses*</i>	<i>(Appx. \$2.2M)</i>
Additional Funds Needed	(\$900,000)

* Yolobus expenses approximated based on FY 18/19 budget. Expenses shown assume no change to current network.

The \$900,000 shortfall above could be allocated from the \$5.2M reserve TDA fund. However, staff’s ongoing coordination with YCTD’s upcoming budget process and Comprehensive Operational Analysis (COA) may also identify operational streamlining opportunities that result in reduced FY 19/20 costs. Should cost savings from ongoing coordination of the Yolobus network occur, the requested FY 19/20 TDA Claim would be adjusted accordingly. Any remaining expenses are proposed to be funded by the TDA reserve funds, unless otherwise directed by City Council.

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ATTACHMENT(S)

- 1) DRAFT Contract Extension with NoMad Transit LLC
- 2) Redline DRAFT Contract Extension (excluding Exhibit B and Exhibit C)

ATTACHMENT 1

CONTRACT FOR SERVICES

THIS CONTRACT is made on May 14, 2019, by and between the CITY OF WEST SACRAMENTO ("City"), and Nomad Transit LLC ("Contractor"), a wholly owned subsidiary of Via Transportation, Inc. (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires the provision of citywide public transportation services, including the technology, customer support and professional services for the design, marketing, operations and maintenance of the West Sacramento On-Demand Rideshare program (the "Program"); and,

WHEREAS, on January 17th, 2018, the City awarded a contract to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for a one (1) year Pilot operation based on the Contractor's proposal submitted in response to the City's Request for Proposals dated May 26, 2017; and,

WHEREAS, the January 17th, 2018 executed agreement provided that, by mutual agreement, the Contract may be extended annually for a total of up to five (5) additional years; and,

WHEREAS, the Parties have mutually agreed upon changes to the terms of the Contract as defined herein and desire to extend service through Fiscal Year 2019, ending on June 30, 2020; and,

the Contractor, NoMad Transit LLC, is duly licensed, qualified and experienced to perform the services set forth in this Contract; and,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work which is attached hereto and incorporated herein by this reference as **Exhibit "A"** (the "Work"). This Contract and its exhibits shall be known as the Contract or the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors,

subconsultants or subcontractors hired or retained by the Contractor are employees, agents, contractors, subconsultants or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, subconsultants or subcontractors, or any other person resulting from performance of this Contract.

C. The Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. PERFORMANCE PERIOD:

A. The services of Contractor are to commence immediately upon execution of this Contract and terminate on June 30, 2020, and shall be undertaken and completed in accordance with the service parameters set forth by **Exhibit "A"** and the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B"**.

B. Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

C. By mutual agreement, this Contract may be extended annually for a total of up to four (4) additional years. Each party may condition this Contract's extension on certain changes to the then-effective terms. Furthermore, City may condition extensions on Contractor meeting performance benchmarks and the availability of funds.

3. CHANGES IN SERVICE:

Contractor shall perform all services in accordance with the Schedule of Performance set forth in **Exhibit "B"**; however, the Parties acknowledge that the nature of the service is dynamic and subject to potential changes to maximize ridership, reduce costs, and/or enhance mobility. The Parties shall meet periodically, in accordance with the Scope of Work, to determine whether adjustments should be made to the Schedule of Performance or to the Program service parameters. Upon agreement of the Parties, the services may be modified. City staff has the right to determine whether a particular modification requires City approval. The Contractor shall provide such information as City staff requires in connection with any request for a modification. Under no circumstance will the cost of the Contract exceed the maximum compensation set forth in Section 4.

4. COMPENSATION:

A. The Contractor shall be paid monthly in arrears for the actual fees, costs and expenses, including but not limited to purchased transportation services, and otherwise as set forth in the Schedule of Fees, but in no event shall total compensation exceed one million, nine hundred and five thousand (\$1,905,000) dollars, without City's prior written approval. Contractor's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amounts shall be paid by City upon submittal of Contractor's monthly invoices provided in accordance with Task 1.3, and in no event later than 30 days from its receipt thereof, subject to the following sentence. If Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance or other Contract Documents, or if the Schedule of Performance is modified pursuant to Section 3.

C. Payment for labor shall be based upon the amounts computed by multiplying the appropriate hourly rates set forth in the Schedule of Fees by the number of direct labor hours performed, which rates shall include wages, overhead, general and administrative expenses. Fractional parts of an hour shall be payable on a prorated basis. The hourly rates specified in this contract are the rates at which the City shall be invoiced for labor hereunder and are not necessarily the rates which Contractor shall pay its employees.

D. Payment for materials shall be based upon the allowable costs of direct materials as substantiated in accordance with standard accounting practices. Reasonable and allocable material handling costs may be included in the charge for material at cost to the extent they are clearly excluded from hourly rates. Contractor shall support all material costs claimed by submitting paid invoices, receipts or by other substantiation acceptable to the City. Direct materials are defined as those materials which enter directly into the end work product or deliverables, or which are used or consumed directly in connection with the furnishing of said deliverables.

E. Payment for purchased transportation services shall be reimbursed to the Contractor based upon the actual transportation services rendered by Transportation Network Company (TNC) driver partners independently contracted by the Contractor or subcontracted Wheelchair Accessible Vehicle (WAV) services and shall include wages and driver acquisition incentives owed to TNC and WAV driver partners, and overhead costs such as insurance, storage, maintenance and repair of the Metris fleet vehicles, subsidies for promotional fares, and costs associated with driver-related compliance. Costs may range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the West Sacramento On-Demand Rideshare service. All purchased transportation costs will be substantiated to the City in monthly billings.

F. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 5.

G. During the term of the Contract, all revenues collected from the Program shall be directly reinvested by the Contractor into the ongoing operation and/or City approved expansions of the Program. On a monthly basis, Contractor shall report to the City all revenues collected from and expended toward the Program. This should be indicated on monthly invoices and all expenses shall be documented. At the expiration or

earlier termination of the Contract, all unspent service revenue remaining with the Contractor shall be remitted to the City within sixty (60) days.

5. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than ninety (90) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Contractor is given reasonable advance written notice of temporary suspension. If City gives such notice of temporary suspension, Contractor shall immediately suspend its activities under this Contract. If such suspension(s) exceed seven (7) consecutive days or 14 days in the aggregate over the course of this Contract, (i) Contractor shall be compensated as set forth in **Exhibit "C"** and (ii) Contractor may, at its discretion, terminate this Contract with immediate effect at any time thereafter by written notice to the City.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor (up to the maximum possible amount of damages) until such time as the exact amount of damages, if any, due to the City from Contractor is determined.

D. In the event of termination, the Contractor shall be compensated as provided for in this Contract (including the Schedule of Fees), except as provided in Section 5C.

6. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. EXTENSIONS OF TIME:

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 4 and Section 6.

8. COMPLIANCE WITH LAWS:

A. Contractor shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, shall commit no trespass on any public or private property in performing any of the work authorized by this Contract, and shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable

federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Contractor acknowledges that state-administered local funds contribute to or comprise the compensation for the services set forth in this Contract. Contractor agrees to comply with all applicable terms of those funding sources, including but not limited to relevant federal, state and local laws and requirements.

9. WARRANTIES AND RESPONSIBILITIES – CONTRACTOR:

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit “A”** in a manner which is consistent with the generally accepted standards of Contractor's profession and warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

B. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 8A hereof.

C. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed by mutual agreement of the Parties, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor materially fail or refuse to perform promptly its obligations, and fail to cure the breach within thirty (30) days of notice received from the City, the City may render or undertake performance thereof in a commercially reasonable manner and Contractor shall be liable for any reasonable expenses thereby incurred by City, minus the fees and expenses Contractor would otherwise have been paid by City to Contractor for such performance in accordance with the Schedule of Fees.

10. SUBCONTRACTING:

A. None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. The City hereby consents to the following types of entities or individuals as permissible subconsultants or subcontractors of Contractor (referred to herein as “subconsultants” or “subcontractors”): (i) independent contractor driver partners of Contractor; (ii) vehicle supply partners of Contractor offering vehicle leasing options to such driver partners; (iii)

third-party technology vendors offering solutions integrated by Contractor into its technology solution or otherwise used by Contractor; and (iv) WAV service providers. Notwithstanding the foregoing, none of the entities or individuals described under clauses (i), (ii) or (iii) above shall be subject (as subcontractors, subconsultants, contractors or otherwise) to the provisions of Sections 12 and 21 of this Contract.

B. Contractor shall ensure that any independent contractor driver partner retained for driving services shall conduct background checks prior to registering each driver partner on its ridesharing platform, and reject the application of any applicant whose background check flags any of the offenses mandating rejection pursuant to Section 5445.2 of the Public Utilities Code. Contractor shall further ensure that any independent contractor driver partner obtain and maintain the insurance set forth in Section 15.B.3.c for the duration of the Program. Contractor's failure to comply with the provisions of this section shall constitute negligence.

C. Contractor's obligation to pay its subconsultant(s) and subcontractor(s) is an independent obligation from City's obligation to make payments to the Contractor.

11. ASSIGNABILITY:

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The City shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of Contractor which will not be unreasonably withheld.

12. INTEREST IN CONTRACT:

Contractor covenants that neither it, nor any of its employees, agents, contractors, subconsultants or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. LIABILITY OF CONTRACTOR-NEGLIGENCE:

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, subconsultants and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors, subconsultants or subcontractors.

14. INDEMNITY AND LITIGATION COSTS:

A. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable, documented attorneys' fees, to the extent arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

B. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses up to \$7,000,000.00 or the limit of the Contractor's insurance coverage (whichever is the greater amount), including without limitation court costs and reasonable, documented attorneys' fees, to the extent arising from the negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract of any of Contractor's subconsultants and subcontractors, except such loss or damage to the extent caused by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

C. Contractor's duty to indemnify, hold harmless, and defend under this Contract shall include payment for all reasonable, documented costs and expenses associated with providing City a defense regardless of whether Contractor remains in control of such defense or City elects to control its defense by selecting supervising its own attorney.

D. If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained in accordance with the terms of this Contract.

15. CONTRACTOR TO PROVIDE INSURANCE:

A. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the

policies of insurance specified in this Section, either in its own name or in the name of its parent entity, under which Contractor is an additional insured. Such insurance must have the approval of the City (not to be unreasonably withheld) as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Contractor shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Contractor and its contractors, subconsultants and subcontractors (as applicable) shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy complying with the requirements herein. The maintenance by Contractor and its contractors, subconsultants and subcontractors (as applicable) of the following coverage and limits of insurance is a material element of this Contract. The failure of Contractor or of any of its contractors, subconsultants or subcontractors (as applicable) to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Notwithstanding the foregoing, if the Contractor maintains in full force the policies of insurance specified in this Section such that their scope covers the work subcontracted to entities (i), (ii), or (iii) as defined in Section 10A, then said entities (i), (ii), or (iii) need not be subject to the provisions this Section.

1. Worker's Compensation and Employer's Liability Insurance

- a. Worker's Compensation - Insurance to protect the Contractor, its employees, contractors, subconsultants and subcontractors (as applicable) from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.
- b. Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Contractor.

2. Commercial General Liability Insurance

- a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly

or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** in the aggregate.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees agents, independent contractor driver partners, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 15.B.2.b).

c. Notwithstanding the foregoing, independent contractor driver partners shall maintain insurance coverage in accordance with state law, including all insurance requirements for Transportation Network Company (TNC) drivers set forth by the California Public Utilities Commission.

4. Professional Liability. The Contractor and its contractors, subconsultants and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Contractor has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

16. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

A. Contractor warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to: terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

17. LOBBYING PROHIBITION:

Contractor certifies to the best of his or her knowledge and belief that:

A. No state, federal or local agency 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 any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. 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 federal 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. 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.

D. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

18. STATEMENT OF COMPLIANCE – NONDISCRIMINATION:

A. Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Contractor and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Contractor, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment.

The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

19. DEBARMENT AND SUSPENSION CERTIFICATION:

A. Contractor 's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

20. FUNDING REQUIREMENTS:

A. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This Contract is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds, provided that Contractor may terminate the Contract if it determines the remaining funds are not sufficient to perform the Work. In no event shall Contractor be obligated to perform any work for which City has not appropriated funds corresponding to Contractor's compensation hereunder. The City acknowledges that, in the event of a reduction in funds, the Program performance standards and service parameters will need to be readjusted accordingly.

D. City has the option to void the Contract under the termination clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

21. INSPECTION OF WORK:

Contractor and any subconsultant shall permit City, the state, and the Federal Highway Administration to review and inspect the project activities at all reasonable times during the performance period of this contract.

22. OWNERSHIP OF DATA; INTELLECTUAL PROPERTY:

A. Contractor will perform the Work utilizing its software applications, as described in the Scope of Work. Notwithstanding anything to the contrary herein, all intellectual property rights in and to Contractor's software applications, the other elements of Contractor's cloud-based solution and all of their derivative works and improvements are owned by, and are proprietary to Contractor, and no such rights are or shall be granted to or transferred to City or any other person or entity.

B. It is mutually agreed that all intellectual property rights in and to the information input by or on behalf of passengers into Contractor's solutions for purposes of the Program ("Customer Data") are co-owned by the City and Contractor. Customer Data excludes de-identified, anonymized and/or aggregated data generated from the use of Contractor's solutions or created by Contractor. For the avoidance of doubt, Contractor may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Contractor's obligations under this Contract and/or to improve its product and services offerings. The City may not use Customer Data or any other data generated from the Work to reverse engineer Contractor's solutions or algorithms or share such data with Contractor's competitors. Contractor may not use of any Customer Data, including de-identified, anonymized and/or aggregated data for purposes other than those identified herein without fully disclosing and obtaining approval from the City. The exchange or sale of any Customer Data or other operations-related data produced by the West Sacramento On-Demand Rideshare program must be authorized by the City and may be subject to negotiated terms of agreement.

C. Notwithstanding anything to the contrary herein, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Contractor under this contract; further, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Contractor.

23. MATERIALS CONFIDENTIAL:

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Contractor in order to carry out this contract, shall be protected by Contractor from unauthorized use and disclosure, other than to Contractor's own personnel involved in the performance of this contract, Contractor's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

B. Contractor shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Contractor's own personnel involved in the performance of this contract, Contractor's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

C. Notwithstanding the terms of Section 23.B, the Parties shall have the right to mention this Contract and related performance metrics in future marketing and promotional materials, subject to the terms set forth in Section 23.A.

D. The City is subject to the California Public Records Act ("PRA"). In the event that the City receives a PRA request for any record prepared by Contractor during the performance of this Contract, the City will endeavor to provide Contractor timely notice of such a request to enable Contractor to protect its confidential information under any applicable exemption for trade secrets, including by seeking a protective order, to the extent possible under applicable law. In the absence of such a request, the City shall protect the confidentiality of all information and data provided or made available by Contractor (including Customer Data) and shall not publish or disclose it to any person or entity other than City's staff who need to know such information for the purpose of the performance of their duties and to the extent required by applicable law.

24. MISCELLANEOUS PROVISIONS:

A. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

B. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time with reasonable notice, until six (6) months after the final payments under this Contract are made to the Contractor.

C. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or

promises, with respect to this Contract, except those contained in or referred to in the writing. Notwithstanding the foregoing, the Contract for Services dated as of January 17, 2018 by and between the Parties shall survive only with respect to services provided thereunder prior to the date hereof, and is otherwise superseded by this Contract.

D. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: 1110 W Capitol Ave, 1st Floor
West Sacramento, CA 95691
Attention: Sarah Strand, Transportation Division

Contractor: 95 Morton Street, Floor 3
New York, NY 10014
Attention: Legal Affairs

E. This Contract shall be interpreted and governed by the laws of the State of California.

F. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

G. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CITY OF WEST SACRAMENTO:

By: _____
Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

By: _____
Title: _____

EXHIBIT A

FY 2019 SCOPE OF WORK

The West Sacramento On-Demand Rideshare program (the "Program") is a citywide public transportation service providing a fully dynamic, on-demand shared rides for an affordable, flat fare. The Scope of Work described herein is modified based upon the Program's first year of operation, formerly referred to as the Pilot Flexible Transportation Service (the "Pilot").

The goals of the Pilot were to test, study and evaluate the performance of the service based upon overall ridership, user feedback, estimated reductions in vehicle miles travelled, increases in multi-modal linked trips, impacts to or synergies with other existing mobility services, and other social and environmental impacts. Based on the initial Pilot performance, the City exercised an option to extend the Contract for Service, including operational expansions of service as defined herein, through June 30, 2020.

The Contractor will leverage proprietary technology to assist in the design, marketing, deployment, operations and maintenance of the Program. The Program is intended to be flexible, allowing the network to dynamically adapt and respond to demand in real-time by using optimized routes and maximizing passengers per vehicle and per trip. Regular performance monitoring and reporting will be used to assess operations and allow for mutually agreed upon adjustments to the service at any time during the Contract term to bolster awareness, ridership, or accommodate new or shifting demand, subject to City approval.

Task 1. Project Management & Service Planning

Task 1.1 Detailed Work Plan

The Contractor will prepare and maintain a detailed work plan in accordance with any major milestones and deadlines set forth in Exhibit B Schedule of Performance to be submitted for approval by the City Project Manager no later than 15 business days following the execution of the FY 2019 contract extension. The primary purpose of this task will be to develop a schedule for the program expansion, including setting goals and deadlines by which the Program hours of operation will be fully expanded and the fleet supply will be increased to a total of eleven (11) Metris vans, inclusive of at least two (2) WAV Metris vans, and any other product features mutually agreed upon by the Contractor and the City.

Deliverables:

- Detailed Work Plan

Task 1.2 Regular Staff Briefings

The Contractor Project Manager shall conduct and schedule regular staff briefings ("briefings"), by phone or in person, to report on Program performance, completed tasks, deliverables, and all issues encountered and resolved during the period since the previous briefing, with an

explanation and revised schedule for any unmet tasks and/or deliverables. The briefing shall also provide an overview of activities and expected deliverables for the upcoming 1-month period. Briefings will occur no less than weekly for the duration of the four (4) weeks leading up to, and for 4 weeks following, the Service Expansion phase immediately following the execution of the FY 2019 contract extension, unless otherwise agreed upon by the City Project Manager. Upon fully implementing the expanded level of service defined herein, and for the remainder of the term of the Contract, Contractor shall provide bi-weekly briefings to the City Project Manager, unless otherwise agreed upon by the City Project Manager.

Deliverables:

- Weekly and Bi-Weekly meetings
- Meeting agendas, notes, and action items

Task 1.3 Monthly Invoicing

The Contractor shall submit to the City Project Manager invoices monthly on the 15th of each month (or the next business day if a weekend or holiday), to include expenses for the preceding month, with the billing period beginning and ending in the same calendar month. Monthly invoices will be billed in accordance with the fee schedule included as **Exhibit C**.

Invoices shall include all receipts for authorized materials, Subconsultant invoices and itemized costs by task monthly, including identification of each employee or Subconsultant staff that provided services during the period of the invoice, the date of work performed, the number of hours worked, the hourly rates for each Contractor or Subconsultant staff, and documentation for Driver Hours, Service Hours being charged. Invoices must also record ongoing and monthly revenues from fares and expenses billed against revenues and against the contract amount payable.

Deliverables:

- Monthly Invoices
- Supporting Billing Documentation

Task 1.4 General Project Management

Contractor will take responsibility for project management on a continuous basis during the course of the project and will designate a Project Manager in accordance with Section 9C of the Contract to coordinate all required deliverables and perform all work described herein. The Contractor Project Manager will be empowered to enact decisions related to the project on the Contractor's behalf and will serve as the primary point of contact with the City Project Manager on an ongoing basis. The Contractor shall oversee Subconsultant activities and will ensure that all subcontracted staff performing tasks have the appropriate skill levels and credentials.

Contractor Project Manager, or his designee, shall commit to attending in-person at least (3) City Council meetings or major Program-related events over the term of the Contract to provide staff support at key milestones. The City will give the Contractor at least four (4) weeks advance notice of such events. The City will also designate a Project Manager to be the primary point of contact

with Contractor throughout the Program duration. The Contractor shall keep the City Project Manager abreast of all coordination related to the Program with outside agencies with a direct connection to the City or project funding, including both governmental agencies and private organizations, prior to any meeting with any such outside agency or organization.

In addition, the Contractor will appoint members to a project team, including a Local Field Manager, to assist in ongoing operations and expansion of service, including personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics. Leading up to the launch of, and during the course of the Contract, the Contractor's project team, led by its Project Manager, will be closely engaged with the City in order to ensure that key project deliverables are provided in a timely manner, that learnings from the Program operations are continually incorporated into its optimization, and that the Program continues to demonstrate satisfactory performance.

Deliverables:

- Attendance at minimum (3) Council meetings or other major Program-related events
- Onsite and remote support including regular calls
- Management and oversight for subcontracts
- General project management

Task 2. FY 2019 Service Planning & Parameters

Task 2.1 Service & Supply Planning

Contractor will perform all planning and work necessary to continue ongoing operations of the Program and to implement Council-approved expansions of hours of operation and fleet supply, including updates related to the Via technology platform and related rider and driver apps, and the coordination of the delivery and integration of additional vehicles to be operated on the platform in West Sacramento. This may include coordination on additional product features, as made available by the Via product team.

Service Parameters

Decisions to change key parameters will be made collaboratively, and Contractor will work with the City to continuously adjust and optimize the system's features and settings in order to ensure that it supports growing ridership and a high quality customer experience. As such, the Baseline Service Parameters defined below may be re-defined or adjusted by mutual agreement between the City and Contractor during the contract term. Any changes to the Service Parameters described herein will be subject to authorization by the City, in the manner deemed fit by the City, as further outlined in Section 3 of the Contract.

Coverage Area

The Program will include the entire City as defined by the City boundary, barring those areas deemed inaccessible or infeasible as mutually agreed upon by Contractor and City, such as gated areas around commercial or governmental sites.

Wheelchair Accessible Vehicles (WAV) & Mobility Limited Riders

Contractor will continue to implement a WAV fleet plan that satisfies relevant federal regulations or funding requirements - including the equal provision of service to riders of all physical means. To fulfill this goal, Contractor shall cause to be deployed no less than two (2) dedicated WAV fleet vehicles out of a total eleven (11) dedicated Mercedes Benz fleet. To the greatest extent feasible, all WAV vehicles should seek to provide an equivalent user experience for people using wheelchairs as riders booking rides on non-WAV fleet vehicles, including ETA's and vehicle branding.

Riders indicate their need for a WAV vehicle in the Via app or by calling the Customer Support Line to request that a Dispatcher record WAV support as an ongoing setting on their account. By having the WAV setting enabled on their account, the system will be prompted to dispatch an appropriate vehicle each time the rider makes a request.

Riders with limited mobility shall be eligible to request "Door-to-Door" service rather than utilize a virtual stop if they meet eligibility criteria set forth by the City. The intent of providing "Door-to-Door" service is to ensure equitable access for users of all abilities. "Door-to-Door" shall be defined to mean the closest reasonable curb, driveway, or parking area available to limit the distance required for the rider to access the vehicle, as deemed feasible and safe by the driver partner. "Door-to-Door" shall not be misconstrued to mean that driver partners will be required to assist riders to or from their door or into their home or destination. Upon request at the Contractor's discretion, driver partners may aid riders in loading or unloading items of riders.

No later than June 1, 2019, Contractor shall implement a system feature enabling the customization of rider profiles which will allow dispatchers to record the need for ongoing need for "Door-to-Door" service on a rider's account, such that riders are not required to request it each time they request a ride. This feature will include seamless routing and navigation of driver partners to and from "Door-to-Door" ride request addresses.

Contractor shall ensure that any drivers providing WAV service as part of the Program will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities in a courteous and respectful manner.

In the event that a WAV vehicle is unavailable to operate on the platform due to repairs or regular maintenance, and such that the vehicles absence would result in a lower level of service for WAV riders, the Contractor shall identify and subcontract with wheelchair accessible vehicle (WAV) providers to maintain an equal provision of service. Said subcontractors shall have personnel that are trained to operate wheelchair accessible vehicles and equipment safely and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

Payment Option for Unbanked Users

The Via system currently allows users to download the Via app and pay for service directly through the app using a credit card or other stored value card. The Contractor shall work closely with the City to continue to explore and implement enhanced payment options for unbanked users.

Phone Booking Option

Via's technology is configured to allow a dispatcher to book rides on behalf of riders, allowing users of all technological abilities and access levels to enjoy the same level of service as those with a smartphone (except for the experience and convenience that is specific to in-app ride ordering and tracking). The Contractor shall continue to provide as a feature of the Program a phone number and at least one (1) fully dedicated dispatchers to book and coordinate rides for users without smartphones and provide customer support during all hours of operation. Contractor shall keep the City Project Manager fully abreast of any changes in cost or the level of service (i.e. number of FTE's) associated with the provision of the Program customer service support line.

Additionally, while Via does not currently support web bookings, this feature may be operational before or during the course of the contract term, in which case the web booking feature would be made available to the City by the Contractor as part of the Program service at no additional cost.

Customer Service

The Contractor shall provide high-quality customer service to both customers and driver partners during the course of the contract term. If an issue arises for a customer or driver before, during, or after a ride, parties will be able to reach Customer Support staff by text message in real time, or by submitting an email ticket, which will be replied to promptly by Contractor staff. Riders who booked using the dedicated phone line will be able to receive phone support as required.

[The Contractor will work closely with the City to ensure that a "Passenger Policy" clearly defines the rules and responsibilities of riders utilizing the Program, as well as any penalties for failure to comply with said rules. Upon mutual agreement between the Contractor and City, the Passenger Policy shall be posted to the City's Program webpage and shall be made available in hardcopy to anyone who requests a copy.]

Hours of Operation

On May 20th, 2019, or another date agreed upon in writing by the City Project Manager, the Contractor will implement the expanded Program Hours of Operation to operate weekdays from 6am to 11pm, including Holidays, and will continue to operate on Saturdays from 9am to 10pm. On August 19, 2019, the Contractor will expand Program Hours of Operation to include Sundays from 9a-10p. The City and Contractor may mutually agree to temporarily or permanently adjust hours of operation based on demand data gathered during contract term, subject to City approval.

Fare Structure

It is the intent of the Program to provide a consistent, flat-fare transportation service that enables community members of all incomes to access a convenient, high quality mobility option. The consumer cost to take a ride using the Program shall be as follows in the fare structure below, unless otherwise mutually agreed and approved by the City:

- Regular Fare per Trip: \$3.50
- Weekly ViaPass: \$15 per week, starting the day of the first trip used. Offers up to 4 trips per day, each operational day of the week.
- Senior & Disabled Rider Discount: Riders who are eligible for and submit the necessary documentation to receive this discount shall receive 50% off all standard fares, including Weekly ViaPass.
- Discounts & Promotions: Contractor shall coordinate any and all discounts or promotions with the City. Discounts and promotions shall be mutually agreed upon by the Parties to ensure that the total cost of the Program does not exceed the contract amount payable.

Any changes to the fare structure will be data driven and with the intention of making the Program as efficient and cost-effective as possible while retaining a high-quality customer experience and service accessibility. The City will retain full authority to approve any changes or deviations from the fare structure described above.

Fare payment options shall include payment by credit, debit or stored value card submitted electronically through the Rider App or submitted through the Via system when a booking is made for a rider over the phone.

Fleet/Vehicles

Contractor shall cause a fleet of no less than eleven (11) Mercedes Metris vans (the Metris fleet) to be deployed for use in the Program. This represents an expansion of an additional four (4) vehicles beyond the total seven (7) that were ultimately deployed to support the Pilot year of the Program. The Contractor shall ensure that the fleet expansion occurs in accordance with the Schedule of Performance included as Exhibit B. Any change to the vehicle type used as part of the Metris fleet shall be subject to approval by the City.

As necessary, Contractor may also request City approval to establish a means for independent contractor drivers to drive on the Via platform using their own qualified vehicles (non-Metris fleet), for instance, during times of high demand when the Metris fleet cannot meet total demand. Supply of any non-Metris fleet vehicles on the Program network shall be in addition to, and not replacing, the Metris fleet. Before allowing non-Metris fleet vehicles to be added to the Program network and provide services for the Program, Contractor shall utilize the eleven (11) new Mercedes Metris vans committed to the Program, with the exception of any Metris fleet vehicles unavailable due to regular service or repair.

Contractor and City shall mutually agree upon the need for additional vehicles and shall agree on the standards said vehicles should meet, and factors to be taken into consideration including vehicle age, model type, and condition, which shall no less than the minimum standards set forth by the CPUC.

Contractor shall also ensure that the Metris fleet is kept clean, fully mechanically maintained, and service-ready and will create processes designed to ensure that all non-Metris fleet vehicles used in the delivery of service during the Program are kept clean, fully mechanically maintained, and service-ready. In the event that any dedicated Metris fleet vehicle is removed from operations due to maintenance or repairs that will last more than 24 hours, the Contractor will inform the City Project Manager in writing by e-mail as soon as possible, but no more than 24 hours after removing the vehicle(s) from operation.

Drivers

Qualified and accredited independent contractor drivers will be able to gain access to the Metris fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work. For all Program driver partners, Contractor shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources. See Task 2.4 for additional work related to driver acquisition.

Smartphone App

Contractor shall work closely with the City to provide a co-branded Smartphone App. The appearance of the App will be built upon Via's proprietary rider application to provide a tailored user experience. As mutually agreed upon, the app may suggest locations to customers, or present service announcements, promotions, or discounted pricing through in-app messages or push notifications.

Technology Platform

Via will leverage its powerful suite of apps, real-time operations and administration tools, and data analysis and reporting features to power the Program. This platform will be the same one used to manage each Via service around the world. The Contractor will provide use of the Via technology platform that can, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way, while also optimizing the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of service. The Via system has fully automated ride proposal, booking, and dispatch services, and is accessible by mobile application and, as required, phone bookings. Should Via build the capacity for web-based booking, it shall also be made available to the City.

Task 2.3 Technology Localization & Back-end Systems Maintenance

Contractor shall continue to utilize and improve upon, as needed, the localized version of its technology, including mapping and real-time routing systems, specifically designed by the Contractor for the Program during the initial Pilot year. The localized mapping and

real-time routing shall take into account local geography and any algorithmic adjustments required in order to achieve system and service efficiency. Any adjustments to the localized technology platform that may have impacts on the performance of the West Sacramento Program shall be communicated to the City Project Manager in advance of implementation. Back-end operational systems, including those required for driver registration and supply monitoring, will also continue to be fully localized and maintained over the course of the Program and contract term.

Task 2.4 Ongoing Driver Acquisition, Registration & Regular Forums

Contractor shall continue to source independent contractor drivers from the community and shall verify that such drivers possess all data and documentation to satisfy Via's standards as well as local and state requirements. Independent contractor drivers will be fully trained by Contractor, as described above, so as to provide high-quality service, including training on using Via's technology, customer service standards, and customer and driver safety protocol and policies.

Driver partners will continue to be subject to comprehensive background checks as required by this contract and by local and state regulations. Contractor shall also continue to provide registration and training for driver partners, to include a review of the Contractor's partnership with the City as the operator of the West Sacramento On-Demand Rideshare Program, usage of Via's proprietary Driver App platform and Driver Support Resources, as well Customer Service, Safety, and Zero Tolerance policies. Additional training shall be made available for driver partners who operate any WAV vehicle on the platform, to include vehicle operations and sensitivity training to ensure high quality, human-centered customer service.

Driver forums shall be offered no fewer than three times during the contract term to all active driver partners in order for Contractor to share out relevant information to driver partners, as well as to provide an opportunity for driver partners to ask questions and provide feedback regarding the performance of the Program. Contractor shall prepare notes documenting all forum discussion and feedback, including follow-up action items and steps taken to respond to questions and address issues raised at prior Driver forums. Agendas and notes from regular driver forums shall be provided to the City Project Manager no later than 15 business days following each regular Driver Forum.

Task 2.5 Vehicle Delivery & Branding

Contractor shall coordinate the delivery and availability of vehicles to maintain a fleet of no less than eleven 11 Mercedes Metris vehicles such that these vehicles are ready to be driven by independent contractor drivers on the agreed upon expansion dates defined in the Schedule of Performance included as Exhibit B. Vehicle preparation will include successful completion of all relevant insurance, registration, licensure, and maintenance requirements. Metris vehicles will continue to have custom co-branding in the form of magnets, vehicle decals, or wrapping so as to be easily recognizable to users of the

service. Any deviation from the branding design approved by the City Council during the Pilot year of the Program's operation shall be subject to City input and approval.

Deliverables:

- Driver Forums & Meeting Notes
- Eleven (11) vehicles Metris fleet with approved custom co-branding, no less than two (2) of which will be dedicated wheelchair accessible Metris vans
- As needed, execution of a subcontract with an appropriate WAV provider, or provision of dedicated WAV vehicles

Task 3. Marketing, Promotions & Outreach

Task 3.1 Branding, Marketing & Promotional Materials

Contractor shall continually work with the City to implement a unified marketing and promotional program that increases community awareness of the Program and maximizes its success. As reasonable, the City will cooperate with and provide support to Contractor to promote the service and create local awareness. The City will provide ongoing support to the Contractor's team by providing useful local insights and leveraging existing marketing platforms to amplify the Program.

Deliverables:

- Ongoing design, production and/or printing of marketing, promotions and educational materials or other related collateral

Task 3.2 Ongoing Community Outreach & Engagement

Contractor and City shall collaborate on the following key marketing activities during the course of the Program:

- Press releases and media campaigns
- Rider acquisition campaigns
- Ongoing promotional campaigns
- Outreach to major employers within the City
- Partnerships with key City stakeholders and community organizations

Contractor shall make available a qualified representative or ambassador to conduct up to twelve (12) community tabling events during the contract term. Upon request by the City, the Contractor will make a good faith effort to coordinate by phone or in person with major employers or organizations interested in leveraging the Program to better serve the mobility needs of their employees, clients, or other constituents.

Task 4. Ongoing Performance Monitoring & Reporting

Task 4.1 Ridership Data Reports

Ridership Data will be provided directly to the City in the form of a dashboard available online to provide a review of the Program's performance across a number of dimensions, as laid out in the table below, including ride volume, average trip duration, and number of rides. Additionally, service trends, including a map of where requests originated from (both inside and outside of the service zone) and the trend of those requests over time, will be provided to enable the City to better understand demand patterns, including the level of unmet demand.

The Contractor shall continue to provide a dashboard "Ridership Report" which refreshes every 24 hours to account for new ridership. Ridership Data shall be used to supplement progress updates provided by the Contractor during regular staff briefings.

Data to be included in the dashboard and made accessible the City Project Manager City by the Contractor shall include:

Data	Level of Granularity (Submission Type)
Individual Ride Data	
Unique, anonymous identifier for each traveler	Numerical identifier
Pick-up location request, time, and day of week requested origin	Latitude/longitude; HH:MM:SS; YYYYMMDD
Drop-off location request, time, and day of week requested destination	Latitude/longitude; HH:MM:SS; YYYYMMDD
Number of passengers	Integer
Travel time	MM:SS
Distance of ride	Miles
Vehicle type	Make and model
Fare Paid	Dollar value
WAV ride	Boolean: WAV/Non-WAV ride
User rating of experience and comments	Integer; text comments (if applicable)

Aggregated service data (for a given period)	
Completed rides	Integer
Active drivers	Integer
Driver hours	Number
Utilization	Average rides/vehicle/hour
Average trip duration	MM:SS
Average trip distance	Miles
ETAs to pick-up	Minimum, maximum, median (for a given period)
Repeat ridership	Percent of all user accounts
Number of Accounts Opened (Active and Overall)	Number (Active and Overall)
Number of Accounts with Senior/Disabled Discount	Number (for a given period)
Senior & Disabled Rider Discount Ridership	Integer
Performance standards (for a given period)	
Average ETA to pick-up	MM:SS
% of on-time rides	Percentage
% completed rides	Percentage
Rider satisfaction metrics	Average number; text comments
Historical ride trends (over longer periods)	
Overall ride volume	Number of rides
Ride growth	Over a given period, % growth
Top requested origins and destinations	Ranked list
Demand 'heat maps'	Color-coded maps

At the City's request, Contractor shall work in good faith to share other categories of data or types of reports not captured above that the City deems useful for its goal of better understanding travel behavior and mobility needs in West Sacramento, should these categories not raise significant intellectual property or competitive concerns for Contractor.

Deliverables:

- Performance Monitoring Dashboard Access
- Ongoing Coordination and provision of additional data, as requested and feasible

Task 4.2 Performance Standards

Contractor and City will develop and mutually agree upon performance standards goals ahead of the expansion of the Program, which Contractor shall use commercially reasonable efforts to meet. Such performance goals and standards will be measured on a periodic basis and jointly reevaluated and updated as mutually agreed upon by Contractor and City. City acknowledges that changes to the area of service, hours of service or other relevant parameters of the Program may result in a need to reevaluate and update said performance standards goals, accordingly. The agreed upon performance goals and standards will be used to provide regular updates to relevant City Commissions and the City Council.

Deliverables:

- Performance Goals & Standards (Memo or other written document)
-

Task 5. Program Operations & Purchased Transportation

Contractor will perform all work described above, as well as any work not specifically provided for herein, in order to manage the Program operations and maintain high quality standards of service and in accordance with all applicable regulations, laws, and funding requirements. This includes managing the day-to-day logistics of vehicles, drivers, and provision of shared ride services to all eligible customers in the West Sacramento On-Demand Program.

EXHIBIT B
FY 2019 SCHEDULE OF PERFORMANCE

Activity

Date

Expand Weekday Hours of Operation to be 6am -11pm	May 20, 2019
Expand Hours of Operation to include service on all Holidays	May 20, 2019
Introduce Mechanism that allow qualified mobility-challenged passengers to receive door to door service	June 3, 2019
Expand Hours of Operation to include service on Sundays from 9am-10pm	August 19, 2019
Expand Metris fleet by adding 3 vehicles	August 19, 2019
Expand Metris fleet by adding one additional wheelchair accessible vehicle	September 16, 2019

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Exhibit C
FY 2019 SCHEDULE OF FEES

	Price per Driver Hour	Price per Service Hour	Total Price
Year 2 Service & Supply Planning*		N/A	\$55,000
Total Upfront Charge			\$55,000
Project Management	\$2.81	N/A	\$152,548
Performance Monitoring and Reporting	\$0.65	N/A	\$35,457
Marketing & Promotions Plan and Implementation	\$0.23	N/A	\$12,450
Pilot Operations**	\$34.93	N/A	\$1,897,120
Total Cost per Driver Hour	\$38.62		\$2,097,575
Customer Service	N/A	\$25.00	\$165,433
Total Cost per Service Hour		\$25.00	\$165,433
Total Cost (Incl. Fare Revenue)			\$2,318,008

Sources of Funding:

Est. Fare Revenue	\$413,652
Funding from City of West Sacramento (Excl. Fare Revenue)	\$1,904,356
Total	\$2,318,008

Driver Hours Summary:

Total Implied Driver Hours	54,310
Total Implied Driver Hours (Weekly)	921

Service Hours Summary:

Total Implied Service Hours	6,617
Total Implied Service Hours (Weekly)	112

* Items to be invoiced in full upon the start of Year 2.

** Includes driver pay, IT hosting, insurance, and technology access.

ATTACHMENT 2

CONTRACT FOR SERVICES

THIS CONTRACT is made on ~~January 17th, 2018~~ May 14, 2019, by and between the CITY OF WEST SACRAMENTO ("City"), and Nomad Transit LLC ("Contractor"), a wholly owned subsidiary of Via Transportation, Inc. (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires the provision of citywide public transportation services, ~~along with~~ including the technology, customer support and professional services for the design, marketing, ~~launch, operation, operations and maintenance, and performance evaluation~~ of the Pilot Flexible Transportation Service, as described in West Sacramento On-Demand Rideshare program (the Request for Proposals dated May 26, 2017 (the "Pilot Program")); and,

WHEREAS, ~~on January 17th, 2018, the City awarded a contract to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., the parent company of for a one (1) year Pilot operation based on the Consultant, has presented a Contractor's proposal for such services submitted in response to the City, City's Request for Proposals dated June 22~~ May 26, 2017; and,

WHEREAS, ~~not later than the Initial Launch Date~~ January 17th, 2018 executed agreement provided that, by mutual agreement, the Consultant shall be Contract may be extended annually for a total of up to five (5) additional years; and,

WHEREAS, the Parties have mutually agreed upon changes to the terms of the Contract as defined herein and desire to extend service through Fiscal Year 2019, ending on June 30, 2020; and,

WHEREAS, the Contractor, NoMad Transit LLC, is duly licensed, qualified and experienced to perform the services set forth in ~~the Request for Proposals and this Contract; and,~~

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to ~~completion of~~ complete the services described in the Scope of Work which is attached hereto and incorporated herein by this reference as **Exhibit "A"** (the "Work"). This Contract and its exhibits shall be known as the Contract or the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, subconsultants or subcontractors hired or retained by the Contractor are employees, agents, contractors, subconsultants or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors, subconsultants or subcontractors, or any other person resulting from performance of this Contract.

C. The Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. PERFORMANCE PERIOD:

A. The services of Contractor are to commence ~~promptly~~immediately upon ~~receipt~~execution of ~~written notice to proceed from the City, or this Contract and terminate on such later date indicated by such notice~~June 30, 2020, and shall be undertaken and completed in accordance with the service parameters set forth by Exhibit "A" and the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "B".

B. Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

~~C. — Consultant shall commence transportation services (starting with Task 3.1 — Initial Launch & Launch Event) within 12 weeks from its receipt of the Notice to Proceed from the City (unless otherwise mutually agreed), and not later than six (6) months of the execution of this Contract. Transportation services shall commence in accordance with the schedule, milestones, and service parameters set forth by Exhibit "A" and Exhibit "B". The date Consultant commences with transportation services shall be known as the "Initial Launch Date." Consultant shall provide transportation services for fifty two (52) weeks from the Initial Launch Date, subject to earlier termination in accordance with this Contract.~~

~~D. — This Contract shall terminate upon completion of Task 5 of the Scope of Work as set forth therein, to the City's reasonable satisfaction. However, the Parties may extend the term of this Contract by less than one year by mutual written agreement in the manner provided in Section 6, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 4.~~

E.C. By mutual agreement, this Contract may be extended annually for a total of up to ~~five (5)~~four (4) additional years. Each party may condition this Contract's extension on certain changes to the then-effective terms. Furthermore, City may condition extensions on Contractor meeting performance benchmarks and the availability of funds.

3. CHANGES IN SERVICE:

Contractor shall perform all services in accordance with the Schedule of Performance set forth in **Exhibit "B"**; however, the Parties acknowledge that the nature of the service is dynamic and subject to potential changes to maximize ridership, reduce costs, and/or enhance mobility. The Parties shall meet periodically, in accordance with the Scope of Work, to determine whether adjustments should be made to the Schedule of Performance or to the PilotProgram service parameters. Upon agreement of the Parties, the services may be modified. City staff has the right to determine whether a particular modification requires City approval. The Contractor shall provide such information as City staff requires in connection with any request for a modification. Under no circumstance will the cost of the Contract exceed the maximum compensation set forth in Section 4.

4. COMPENSATION:

A. The Contractor shall be paid monthly in arrears for the actual fees, costs and expenses, including but not limited to purchased transportation services, ~~time and materials for any reports generated as a result of the Scope of Work,~~ and otherwise as set forth in the Schedule of Fees, but in no event shall total compensation exceed sevenone million, nine hundred and twentyfive thousand (\$7201,905,000) dollars, without City's prior written approval. Contractor's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amounts shall be paid by City upon submittal of Contractor's monthly invoices provided in accordance with Task 1.3, and in no event later than 30 days from its receipt thereof, subject to the following sentence. If Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance or other Contract Documents, or if the Schedule of Performance is modified pursuant to Section 3.

C. Payment for labor shall be based upon the amounts computed by multiplying the appropriate hourly rates set forth in the Schedule of Fees by the number of direct labor hours performed, which rates shall include wages, overhead, general and administrative expenses. Fractional parts of an hour shall be payable on a prorated basis. The hourly rates specified in this contract are the rates at which the City shall be invoiced for labor hereunder and are not necessarily the rates which Contractor shall pay its employees.

D. Payment for materials shall be based upon the allowable costs of direct materials as substantiated in accordance with standard accounting practices. Reasonable and allocable material handling costs may be included in the charge for material at cost to the extent they are clearly excluded from hourly rates. Contractor shall support all material costs claimed by submitting paid invoices, receipts or by other substantiation acceptable to the City. Direct materials are defined as those materials which enter directly into the end

work product or deliverables, or which are used or consumed directly in connection with the furnishing of said deliverables.

E. Payment for purchased transportation services shall be reimbursed to the Contractor based upon the actual transportation services rendered by Transportation Network Company (TNC) driver partners independently contracted by the Contractor or subcontracted Wheelchair Accessible Vehicle (WAV) services and shall include wages and driver acquisition incentives owed to TNC and WAV driver partners, and overhead costs such as insurance, storage, maintenance and repair of the Metris fleet vehicles, subsidies for promotional fares, and costs associated with driver-related compliance. Costs ~~will~~may range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the ~~Pilot transportation~~West Sacramento On-Demand Rideshare service. All purchased transportation costs will be substantiated to the City in monthly billings.

F. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 5.

G. During the term of the Contract, all ~~Pilot service revenue shall be revenues collected from the Program shall be directly reinvested by the Consultant through a distinct payment processor subaccount, distinct from other subaccounts maintained by Consultant.~~Contractor into the ongoing operation and/or City approved expansions of the Program. On a monthly basis, ~~Consultant~~Contractor shall transfer~~report~~ to the City the ~~revenue~~all revenues collected through said sub-account. ~~The service revenues will be deposited into the Transportation Development Act (TDA) Fund. The City Council may appropriate the revenues from the Program, and all revenues expended toward the Pilot program to offset the costs paid by the TDA Funds or reinvest into growing the Pilot Program. This should be indicated on monthly invoices and all expenses shall be documented. All revenues produced in excess of initial projections included in the Schedule of Fees (Exhibit C) shall be reported to the City and reinvested to reduce the total amount payable by the City, unless otherwise mutually agreed to by the Parties. At the expiration or earlier termination of the Contract, all unspent service revenue remaining with the Contractor shall be remitted to the City within sixty (60) days.~~

5. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than ~~thirty (30)~~ninety (90) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Contractor is given reasonable advance written notice of temporary suspension. If City gives such notice of temporary suspension, Contractor shall immediately suspend its activities under this Contract. If such suspension(s) exceed seven (7) consecutive days or 14 days in the aggregate over the course of this Contract, (i) Contractor shall be compensated as set forth in **Exhibit "C"** and (ii) Contractor may, at its

discretion, terminate this Contract with immediate effect at any time thereafter by written notice to the City.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor (up to the maximum possible amount of damages) until such time as the exact amount of damages, if any, due to the City from Contractor is determined.

D. In the event of termination, the Contractor shall be compensated as provided for in this Contract (including the Schedule of Fees), except as provided in Section 5C. ~~Upon termination, the City shall be entitled to all UCB Deliverables to the extent they exist, pursuant to the terms of Section 22.~~

6. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. EXTENSIONS OF TIME:

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 4 and Section 6.

8. COMPLIANCE WITH LAWS:

A. Contractor shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, shall commit no trespass on any public or private property in performing any of the work authorized by this Contract, and shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Contractor acknowledges that ~~federal, state, and administered~~ local ~~grantsfunds~~ contribute to or comprise the compensation for the services set forth in this Contract. Contractor agrees to comply with ~~the~~ all applicable terms of ~~the~~ those grantsfunding sources, including but not limited to relevant federal, state and local laws and requirements. ~~The terms of the grants are attached hereto as Exhibit "D" and incorporated in this Contract as though fully set forth herein.~~

9. WARRANTIES AND RESPONSIBILITIES – CONTRACTOR:

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit “A”** in a manner which is consistent with the generally accepted standards of Contractor’s profession and warrants to the City that it is, ~~or on the Initial Launch Date shall be,~~ licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

B. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 8A hereof.

C. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed by mutual agreement of the Parties, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor materially fail or refuse to perform promptly its obligations, and fail to cure the breach within thirty (30) days of notice received from the City, the City may render or undertake performance thereof in a commercially reasonable manner and Contractor shall be liable for any reasonable expenses thereby incurred by City, minus the fees and expenses Contractor would otherwise have been paid by City to Contractor for such performance in accordance with the Schedule of Fees.

10. SUBCONTRACTING:

A. None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. The City hereby consents to the following types of entities or individuals as permissible subconsultants or subcontractors of Contractor (referred to herein as “subconsultants” or “subcontractors”): (i) independent contractor driver partners of Contractor; (ii) vehicle supply partners of Contractor offering vehicle leasing options to such driver partners; (iii) third-party technology vendors offering solutions integrated by Contractor into its technology solution or otherwise used by Contractor; ~~(iv) the University of California at Berkeley’s Sustainable Transportation Research Center (“UCB”), as more fully set forth in Task 5 of the Scope of Work~~ and (v) WAV service providers. Notwithstanding the foregoing, none of the entities or individuals described under clauses (i), (ii) or (iii) above shall be subject (as subcontractors, subconsultants, contractors or otherwise) to the provisions of Sections 12 and 21 of this Contract.

B. Contractor shall ensure that any independent contractor driver partner retained for driving services shall conduct background checks prior to registering each driver partner on its ridesharing platform, and reject the application of any applicant whose background check flags any of the offenses mandating rejection pursuant to Section 5445.2 of the Public Utilities Code. Contractor shall further ensure that any independent contractor driver partner obtain and maintain the insurance set forth in Section 15.B.3.c for the duration of the ~~transportation services-Program~~. Contractor's failure to comply with the provisions of this section shall constitute negligence.

C. Contractor's obligation to pay its subconsultant(s) and subcontractor(s) is an independent obligation from City's obligation to make payments to the Contractor.

11. ASSIGNABILITY:

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The City shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of Contractor which will not be unreasonably withheld.

12. INTEREST IN CONTRACT:

Contractor covenants that neither it, nor any of its employees, agents, contractors, subconsultants or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

~~A. Notwithstanding the foregoing, with respect to Consultant's subcontractor UCB, the covenants in this section only apply to UCB personnel providing any services or support to the Pilot.~~

13. LIABILITY OF CONTRACTOR-NEGLIGENCE:

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, subconsultants and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors, subconsultants or subcontractors.

14. INDEMNITY AND LITIGATION COSTS:

A. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable, documented attorneys' fees, to the extent arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

B. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses up to \$7,000,000.00 or the limit of the Contractor's insurance coverage (whichever is the greater amount), including without limitation court costs and reasonable, documented attorneys' fees, to the extent arising from the negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract of any of Contractor's subconsultants and subcontractors, except such loss or damage to the extent caused by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

C. Contractor's duty to indemnify, hold harmless, and defend under this Contract shall include payment for all reasonable, documented costs and expenses associated with providing City a defense regardless of whether Contractor remains in control of such defense or City elects to control its defense by selecting supervising its own attorney.

D. If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained in accordance with the terms of this Contract.

15. CONTRACTOR TO PROVIDE INSURANCE:

A. Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the

policies of insurance specified in this Section, either in its own name or in the name of its parent entity, under which Contractor is an additional insured. Such insurance must have the approval of the City (not to be unreasonably withheld) as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Contractor shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Contractor and its contractors, subconsultants and subcontractors (as applicable) shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy complying with the requirements herein. The maintenance by Contractor and its contractors, subconsultants and subcontractors (as applicable) of the following coverage and limits of insurance is a material element of this Contract. The failure of Contractor or of any of its contractors, subconsultants or subcontractors (as applicable) to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Notwithstanding the foregoing, if the Contractor maintains in full force the policies of insurance specified in this Section such that their scope covers the work subcontracted to entities (i), (ii), or (iii) as defined in Section 10A, then said entities (i), (ii), or (iii) need not be subject to the provisions this Section.

1. Worker's Compensation and Employer's Liability Insurance

- a. Worker's Compensation - Insurance to protect the Contractor, its employees, contractors, subconsultants and subcontractors (as applicable) from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations.
- b. Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Contractor.

2. Commercial General Liability Insurance

- a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly

or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** in the aggregate.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees agents, independent contractor driver partners, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 15.B.2.b).

c. Notwithstanding the foregoing, independent contractor driver partners shall maintain insurance coverage in accordance with state law, including all insurance requirements for Transportation Network Company (TNC) drivers set forth by the California Public Utilities Commission.

4. **Professional Liability.** The Contractor and its contractors, subconsultants and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

~~Notwithstanding the foregoing, City acknowledges that Consultant's subcontractor UCB is self insured, but otherwise complies with the requirements herein to the extent applicable. Evidence of UCB's coverage is set forth at: <http://www.ucop.edu/risk-services/riskfinancing-claims/certificates-of-insurance.html>.~~

C. In addition to any other remedy the City may have, if Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Contractor has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

16. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

A. Contractor warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to: terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

17. LOBBYING PROHIBITION:

Contractor certifies to the best of his or her knowledge and belief that:

A. No state, federal or local agency 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 any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. 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 federal 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. 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.

D. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

18. STATEMENT OF COMPLIANCE – NONDISCRIMINATION:

A. Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Contractor and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Contractor, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

19. DEBARMENT AND SUSPENSION CERTIFICATION:

A. Contractor 's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

20. FUNDING REQUIREMENTS:

A. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This Contract is valid and enforceable only, if sufficient funds are made available to City for the purpose of this Contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds, provided that Contractor may terminate the Contract if it determines the remaining funds are not sufficient to perform the Work. In

no event shall Contractor be obligated to perform any work for which City has not appropriated funds corresponding to Contractor's compensation hereunder. The City acknowledges that, in the event of a reduction in funds, the PilotProgram performance standards and service parameters will need to be readjusted accordingly.

D. City has the option to void the Contract under the termination clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

21. INSPECTION OF WORK:

Contractor and any subconsultant shall permit City, the state, and the Federal Highway Administration to review and inspect the project activities at all reasonable times during the performance period of this contract.

22. OWNERSHIP OF DATA; INTELLECTUAL PROPERTY:

A. Contractor will perform the Work utilizing its software applications, as described in the Scope of Work. Notwithstanding anything to the contrary herein, all intellectual property rights in and to Contractor's software applications, the other elements of Contractor's cloud-based solution and all of their derivative works and improvements are owned by, and are proprietary to Contractor, and no such rights are or shall be granted to or transferred to City or any other person or entity.

B. It is mutually agreed that all intellectual property rights in and to the information input by or on behalf of passengers into Contractor's solutions for purposes of the PilotProgram ("Customer Data") are co-owned by the City and Contractor. Customer Data excludes de-identified, anonymized and/or aggregated data generated from the use of Contractor's solutions or created by Contractor. For the avoidance of doubt, Contractor may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Contractor's obligations under this Contract and/or to improve its product and services offerings, ~~including the Work.~~ The City may not use Customer Data or any other data generated from the Work to reverse engineer Contractor's solutions or algorithms or share such data with Contractor's competitors. Contractor may not use of any Customer Data, including de-identified, anonymized and/or aggregated data for purposes other than those identified herein without fully disclosing and obtaining approval from the City. The exchange or sale of any Customer Data or other operations-related data produced by the West Sacramento On-Demand Rideshare program must be authorized by the City and may be subject to negotiated terms of agreement.

C. Notwithstanding anything to the contrary herein, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Contractor under this contract; further, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as manymay be authorized in writing by Contractor.

~~D. — Ownership of UCB Work Product. The Parties agree as follows (and Consultant shall agree the same with UCB) with respect to the Work subcontracted to UCB:~~

~~1. — All deliverables explicitly listed as such and required to be delivered under Task 5.4 of Exhibit "A" — Scope of Work ("UCB Deliverables") will become the property of City. City reserves the right to publish, disseminate and otherwise use UCB Deliverables developed under the terms of this Contract. City grants UCB a non-transferable, non-exclusive, irrevocable, worldwide, royalty free license to use, reproduce, publish, or re-publish, or otherwise disseminate such UCB Deliverables its own for non-commercial purposes.~~

~~2. — Notwithstanding the above, UCB shall own the entire right, title and interest, including all intellectual property rights and copyrights (other than UCB Deliverables), in and to all materials, inventions, works of authorship, software, information and data conceived or developed by UCB in the performance of this project.~~

~~3. — In consideration of City's support of this work, and to the extent that UCB has the right to grant such a license, when publications or similar materials are developed from work supported in whole or in part by City under this Agreement, UCB shall grant to City a non-transferable, nonexclusive, irrevocable, worldwide, royalty free license to use, reproduce, publish, or re-publish, or otherwise disseminate such copyrighted or copyrightable materials for non-commercial purposes.~~

~~4. — City understands that the California Education Code Section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without the permission of The Regents of the University of California.~~

23. MATERIALS CONFIDENTIAL:

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Contractor in order to carry out this contract, shall be protected by Contractor from unauthorized use and disclosure, other than to Contractor's own personnel involved in the performance of this contract, Contractor's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

B. Contractor shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Contractor's own personnel involved in the performance of this contract, Contractor's subconsultants or subcontractors, at public hearings or in response to questions from a Legislative committee, or otherwise to the extent required by applicable law.

C. Notwithstanding the terms of Section 23.B, the Parties shall have the right to mention this Contract and related performance metrics in future marketing and promotional materials, subject to the terms set forth in Section 23.A.

D. The City is subject to the California Public Records Act ("PRA"). In the event that the City receives a PRA request for any record prepared by Contractor during the performance of this Contract, the City will endeavor to provide Contractor timely notice of such a request to enable Contractor to protect its confidential information under any applicable exemption for trade secrets, including by seeking a protective order, to the extent possible under applicable law. In the absence of such a request, the City shall protect the confidentiality of all information and data provided or made available by Contractor (including Customer Data) and shall not publish or disclose it to any person or entity other than City's staff who need to know such information for the purpose of the performance of their duties and to the extent required by applicable law.

24. MISCELLANEOUS PROVISIONS:

A. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

B. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time with reasonable notice, until six (6) months after the final payments under this Contract are made to the Contractor.

C. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing. Notwithstanding the foregoing, the Contract for Services dated as of January 17, 2018 by and between the Parties shall survive only with respect to services provided thereunder prior to the date hereof, and is otherwise superseded by this Contract.

D. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: 1110 W Capitol Ave, 1st Floor
West Sacramento, CA 95691
Attention: Sarah Strand, Transportation Division

~~Contractor: 10 Crosby St., 2nd~~ 95 Morton Street, Floor 3
New York, NY ~~10013~~10014
Attention: Legal Affairs

E. This Contract shall be interpreted and governed by the laws of the State of California.

F. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

G. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CITY OF WEST SACRAMENTO:

By: _____
Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

By: _____
Title: _____

EXHIBIT A

FY 2019 SCOPE OF WORK

The ~~Pilot Flexible Transportation Service~~ (“~~West Sacramento On-Demand Rideshare program~~ (the Pilot or “Pilot” Program) ~~is a citywide public transportation service~~”) ~~is a one (1) year pilot providing a fully dynamic, on-demand ridesharing service, shared rides for an affordable, flat fare.~~ The Scope of Work described herein is modified based upon the Program’s first year of operation, formerly referred to as the Pilot Flexible Transportation Service (the “Pilot”).

~~The goals of the Pilot~~ are ~~were~~ to test, study and evaluate the performance of the service based upon overall ridership, user feedback, estimated reductions in vehicle miles travelled, increases in multi-modal linked trips, impacts to or synergies with other existing mobility services, and other social and environmental impacts. Based on the initial Pilot performance, the City exercised an option to extend the Contract for Service, including operational expansions of service as defined herein, through June 30, 2020.

The Contractor will leverage proprietary technology to assist in the design, marketing, deployment, operations, and maintenance, ~~marketing and evaluation,~~ of the Program. The ~~Pilot service~~ Program is intended to be flexible, allowing the network to dynamically adapt and respond to demand in real-time by using optimized routes and maximizing passengers per vehicle and per trip. Regular performance monitoring and reporting ~~will be used to assess operations and allow for mutually agreed upon adjustments to the service at any time during the~~ Pilot Contract term to bolster awareness, ridership, or accommodate new or shifting demand, subject to City approval.

Task 1. Project Management & ~~Administration~~ Service Planning

Task 1.1 Detailed Work Plan & ~~Schedule~~

The Contractor will ~~develop~~ prepare and maintain a detailed work plan ~~and schedule for submission to~~ in accordance with any major milestones and deadlines set forth in Exhibit B Schedule of Performance to be submitted for approval by the City Project Manager no later than 15 business days after the Notice to Proceed, which will seek to refine and keep up to date the following:

- ~~• Key Consultant~~ the execution of the FY 2019 contract extension. The primary purpose of this task will be to develop a schedule for the program expansion, including setting goals and deadlines by which the Program hours of operation will be fully expanded and Subconsultant staff assignments, by task/subtask
- ~~Identify~~ the fleet supply will be increased to a total of eleven (11) Metris vans, inclusive of at least two (2) WAV Metris vans, and maintain schedule of start ~~any other product features mutually agreed upon by the Contractor and stop dates for each task/subtask~~ the City.

- ~~• Identify key milestones and define expected deliverables/results~~

Deliverables:

- Detailed Work Plan & ~~Schedule Documents~~
 - ~~Updates to Documents~~

Task 1.2 Regular Staff Briefings

The Contractor Project Manager shall conduct and schedule regular staff briefings (“briefings”), by phone or in person, to report on ~~Pilot service~~Program performance, completed tasks, deliverables, and all issues encountered and resolved during the period since the previous briefing, with an explanation and revised schedule for any unmet tasks and/or deliverables. The briefing shall also provide an overview of activities and expected deliverables for the upcoming 1-month period.

Briefings will occur no less than weekly for the duration of the four (4) weeks leading up to, and for 4 weeks following, the ~~“Initial Launch” date~~Service Expansion phase immediately following the execution of the FY 2019 contract extension, unless otherwise agreed upon by the City Project Manager. ~~For~~Upon fully implementing the expanded level of service defined herein, and for the remainder of the term of the Contract, Contractor shall provide bi-weekly briefings to the City Project Manager, unless otherwise agreed upon by the City Project Manager.

Deliverables:

- Weekly and Bi-Weekly meetings
- Meeting agendas, notes, and action items

Task 1.3 Monthly Invoicing & ~~Progress Reports~~

The Contractor shall submit to the City Project Manager invoices monthly on the 15th of each month (or the next business day if a weekend or holiday), to include expenses for the preceding month, with the billing period beginning and ending in the same calendar month. Monthly invoices will be billed in accordance with the fee schedule included as **Exhibit C**.

Invoices shall include all receipts for authorized materials, Subconsultant invoices and itemized costs by task/~~subtask~~ monthly, including identification of each employee or Subconsultant staff that provided services during the period of the invoice, the date of work performed, the number of hours worked, ~~and~~ the hourly rates for each Contractor or Subconsultant staff, and documentation for Driver Hours, Service Hours being charged. Invoices must also record ongoing and monthly revenues from fares and expenses billed against revenues and against the contract amount payable.

Deliverables:

- Monthly Invoices
- Supporting Billing Documentation

Task 1.4 General Project Management

Contractor will take responsibility for project management on a continuous basis during the course of the project and will designate a Project Manager in accordance with Section 9C of the Contract to coordinate all required deliverables and perform all work described herein. The Contractor Project Manager will be empowered to enact decisions related to the project on the Contractor's behalf and will serve as the primary point of contact with the City Project Manager on an ongoing basis. The Contractor shall oversee Subconsultant activities and will ensure that all subcontracted staff performing tasks have the appropriate skill levels and credentials.

Contractor Project Manager, or his designee, shall commit to attending in-person at least (3) City Council meetings or major PilotProgram-related events over the term of the Contract to provide staff support at key milestones, ~~which may include service Launch Events, the presentation to Council of the Quarterly Performance Report provided 6 months into the Pilot service, and presentation to Council of the Final Performance Evaluation Report findings and recommendations.~~ The City will give the ConsultantContractor at least four (4) weeks advance notice of such events.

The City will also designate a Project Manager to be the primary point of contact with Contractor throughout the PilotProgram duration. The Contractor shall keep the City Project Manager abreast of all coordination related to the PilotProgram with outside agencies with a direct connection to the City or project funding, including both governmental agencies and private organizations, prior to any meeting with any such outside agency or organization.

In addition, the Contractor will appoint members to a project team, including a Local Field Manager, to assist in ~~executing the Pilot ongoing operations and expansion of service~~, including personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics. Leading up to the launch of, and during the course of the PilotContract, the Contractor's project team, led by its Project Manager, will be closely engaged with the City in order to ensure that key project deliverables are provided in a timely manner, and that learnings from the PilotProgram operations are continually incorporated into its optimization, and that the Program continues to demonstrate satisfactory performance.

Onsite support (pre-launch): ~~Consultant Project Manager will be onsite for at least one (1) week prior to the Initial Launch to oversee the implementation of the service.~~

Remote support (post-launch): ~~For the first month of service, the Consultant Project Manager will lead weekly follow up calls to review all aspects of the service with City personnel. The Consultant Project Manager will also coordinate additional reviews of key operational topics as mutually decided upon by the Consultant and City.~~

Deliverables:

- Attendance at minimum (3) Council meetings or other major PilotProgram-related events
- Onsite and remote support including regular calls
- Management and oversight for subcontracts
- General project management

Task 2. Preliminary FY 2019 Service Planning, Design & Preparation & Parameters

Task 2.1 Project Kick-Off Meeting Service & Supply Planning

At start of pre-launch phase, Consultant shall hold a kick-off meeting with the City Project Manager and relevant City personnel. The meeting will focus on establishing and introducing the Consultant and City project teams, reviewing a work plan and schedule for pre-launch preparations, and beginning detailed work on the Detailed Launch Plan & Service Parameters as defined below.

Deliverables:

- Project Kick-off Meeting, including meeting agenda & notes

Task 2.2 Detailed Launch Plan & Contractor will perform all planning and work necessary to continue ongoing operations of the Program and to implement Council-approved expansions of hours of operation and fleet supply, including updates related to the Via technology platform and related rider and driver apps, and the coordination of the delivery and integration of additional vehicles to be operated on the platform in West Sacramento. This may include coordination on additional product features, as made available by the Via product team.

Service Parameters

Beginning with the Project Kick off Meeting and extending throughout the pre-launch phase as necessary, Consultant shall work closely with the City to jointly define and finalize all relevant parameters of the service as outlined below. As part of this collaboration, quality of service standards for the Pilot service will be mutually established in order to create a baseline for monitoring Via's performance.

Over the course of the project, Decisions to change key parameters will be made collaboratively, and Contractor will work with the City to continuously adjust and optimize the system's features and settings in order to ensure that it supports growing ridership, and a high quality customer experience. As such, the Baseline Service Parameters defined below may be re-defined or adjusted by mutual agreement between the City and Contractor either in advance of or after during the Initial Launch date based on additional data or new information collected contract term. Any changes to the Pilot Service Parameters described herein will be subject to authorization by the City, in the manner deemed fit by the City, as further outlined in Section 3 of the Contract.

Baseline Service Parameters

Coverage Area

At Full Launch, the Pilot The Program will include the entire City as defined by the City boundary, barring those areas deemed inaccessible or infeasible as mutually agreed upon by Contractor and City, such as gated areas around commercial or governmental sites. The Initial Launch zone will serve key areas of the City, balancing overall coverage and

quality of service, as Consultant begins gathering real demand data in order to fine tune deployment elements for Full Launch. This approach is further outlined in **Task 3**.

Accessibility

Provision of Wheelchair Accessible Vehicles (WAV) & Mobility Limited Riders

~~Upon receiving the Notice to Proceed, Consultant will commence development of Contractor will continue to implement~~ a WAV fleet plan that satisfies relevant federal regulations or funding requirements - including the equal provision of service to ~~potential Pilot~~ riders of all physical means. To fulfill this goal, Contractor shall cause to be deployed for the Pilot ~~appropriately trained drivers operating taxi or livery vehicles, or no less than two (2) dedicated WAV fleet vehicles out of a total eleven (11) dedicated Mercedes Benz fleet. To the greatest extent feasible, all WAV vehicles specifically deployed for the Pilot should seek to provide an equivalent user experience for people using wheelchairs as riders booking rides on non-WAV fleet vehicles, including ETA's and vehicle branding.~~

~~To Riders indicate their need for a WAV vehicle, a rider will enter a code in the Via app or by calling the Customer Support Line to request that will prompt a Dispatcher record WAV support as an ongoing setting on their account. By having the WAV setting enabled on their account, the system will be prompted to dispatch an appropriate vehicle each time the rider makes a request (riders booking by phone, on.~~

~~Riders with limited mobility shall be eligible to request "Door-to-Door" service rather than utilize a virtual stop if they meet eligibility criteria set forth by the City. The intent of providing "Door-to-Door" service is to ensure equitable access for users of all abilities. "Door-to-Door" shall be defined to mean the other hand, would simply convey their need for a WAV vehicle to closest reasonable curb, driveway, or parking area available to limit the dispatcher, who would make a permanent note in the distance required for the rider to access the vehicle, as deemed feasible and safe by the driver partner. "Door-to-Door" shall not be misconstrued to mean that driver partners will be required to assist riders to or from their door or into their home or destination. Upon request at the Contractor's discretion, driver partners may aid riders in loading or unloading items of riders.~~

~~No later than June 1, 2019, Contractor shall implement a system feature enabling the customization of rider profiles which will allow dispatchers to record the need for ongoing need for "Door-to-Door" service on a rider's account). A WAV option, such that riders are not required to request it each time they request a ride. This feature will be deployed no later than the Initial Launch Date. include seamless routing and navigation of driver partners to and from "Door-to-Door" ride request addresses.~~

~~Contractor shall ensure that any drivers providing WAV service as part of the Program will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities in a courteous and respectful manner.~~

In the event that a WAV vehicle is unavailable to operate on the platform due to repairs or regular maintenance, and such that the vehicles absence would result in a lower level of service for WAV riders, the Contractor shall identify and subcontract with wheelchair accessible vehicle (WAV) providers to maintain an equal provision of service. Said subcontractors shall have personnel that are trained to operate wheelchair accessible vehicles and equipment safely and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

Payment Option for Unbanked Users

The Via system currently allows users to download the Via app and pay for service directly through the app using a credit card or other stored value card. The Contractor shall work closely with the City to ~~develop a~~continue to explore and implement enhanced payment ~~options~~options for unbanked users ~~by accepting cash payment and/or stored value cards.~~ A ~~payment option for unbanked users will be deployed no later than the Initial Launch Date.~~

Phone Booking Option

Via's technology is configured to allow a dispatcher to book rides on behalf of riders, allowing users of all technological abilities and access levels to enjoy the same level of service as those with a smartphone (except for the experience and convenience that is specific to in-app ride ordering and tracking). The Contractor shall continue to provide as a feature of the Pilot service Program a phone number and at least one (1) fully dedicated dispatcher to book and coordinate rides for users without smartphones. ~~A phone booking option will be available as part and provide customer support during all hours of operation. Contractor shall keep the PilotCity Project Manager fully abreast of any changes in cost or the level of service (i.e. number of FTE's) associated with the provision of the Program customer service no later than the Initial Launch Dates~~support line.

Additionally, while Via does not currently support web bookings, this feature may be operational before or during the course of the Pilot contract term, in which case the web booking feature would be made available to the City by the Contractor as part of the Pilot Program service at no additional cost.

Customer Service

The Contractor shall provide high-quality customer service to both ~~Pilot~~ customers and driver partners during the course of the Pilot contract term. If an issue arises for a customer or driver before, during, or after a ride, parties will be able to reach Customer Support staff by text message in real time, or by submitting an email ticket, which will be replied to promptly by Contractor staff. Riders who booked using the dedicated phone line will be able to receive phone support as required.

[The Contractor will work closely with the City to ensure that a "Passenger Policy" clearly defines the rules and responsibilities of riders utilizing the Program, as well as any penalties for failure to comply with said rules. Upon mutual agreement between the Contractor and City, the Passenger Policy shall be posted to the City's Program webpage and shall be made available in hardcopy to anyone who requests a copy.]

Hours of Operation

~~The Pilot will operate Monday through Saturday excluding holidays, for which a mutual decision whether to operate will be made between the City and Consultant. During Initial Launch, the Consultant estimates the Pilot service will operate from 7am to 6pm Monday-Friday, and 9am to 7pm Saturdays, subject to change based on demand data gathered during the initial launch period and subject to mutual decision between the Consultant and City.~~

~~Hours will be scaled up for Full Launch, which Consultant estimates will span from 7am to 10pm Monday-Friday and 9am to 10pm Saturdays, subject to change based on additional demand data gathered and subject to mutual decision between the Consultant and City. The Pilot goal will be to provide operating hours as extensive and consistent as possible within reasonable cost, as mutually agreed upon between the Consultant and City. As it is the intent of the Pilot to provide a reliable and predictable service, the Consultant shall seek to limit adjustments to the Hours of Operation to those changes deemed necessary or intended to grow ridership or enhance service.~~

Fares

Initial base ride cost will be between \$2 and \$5, with On May 20th, 2019, or another date agreed upon in writing by the City Project Manager, the Contractor will implement the expanded Program Hours of Operation to operate weekdays from 6am to 11pm, including Holidays, and will continue to operate on Saturdays from 9am to 10pm. On August 19, 2019, the Contractor will expand Program Hours of Operation to include Sundays from 9a-10p. The City and Contractor may mutually agree to temporarily or permanently adjust hours of operation based on demand data gathered during contract term, subject to City approval.

Fare Structure

It is the intent of the Program to provide a consistent, flat-fare transportation service that enables community members of all incomes to access a convenient, high quality mobility option. The consumer cost to take a ride using the Program shall be as follows in the fare structure below, unless otherwise mutually agreed and approved by the City:

- Regular Fare per Trip: \$3.50
- Weekly ViaPass: \$15 per week, starting the day of the first trip used. Offers up to 4 trips per day, each operational day of the week.

- Senior & Disabled Rider Discount: Riders who are eligible for and submit the necessary documentation to receive this discount shall receive 50% off all standard fares, including Weekly ViaPass.
- Discounts & Promotions: Contractor shall coordinate any and all discounts and/or promotions made available to users during the Initial Launch and Full Launch periods with the City. Discounts and promotions shall be mutually agreed upon by the Parties to ensure that the total cost of the Program does not exceed the contract amount payable.

Any changes to ~~base ride cost~~ the fare structure will be made in response to Pilot service data, driven and with the intention of making the Pilot Program as efficient and cost-effective as possible while retaining a high-quality customer experience and service accessibility. The City will retain full authority to approve any changes ~~outside of or deviations from the base ride cost range~~ fare structure described above. ~~As it is the intent of the Pilot to provide a consistent, flat fare transportation service, the Consultant shall seek to limit adjustments to the base ride cost to those changes deemed necessary or intended to grow ridership or enhance service.~~

Fare payment options shall include payment by credit ~~or~~, debit or stored value card submitted electronically through the Rider App or submitted through the Via system when a booking is made for a rider over the phone.

Fleet/Vehicles

~~Consultant will~~ Contractor shall cause a fleet of ~~up to ten (10) new~~ no less than eleven (11) Mercedes Metris vans (the Metris fleet) to be deployed for use in the Program. This represents an expansion of an additional four (4) vehicles beyond the total seven (7) that were ultimately deployed to support the Pilot year of the Program. The Contractor shall ensure that the fleet expansion occurs in accordance with the Schedule of Performance included as Exhibit B. Any change to the vehicle type used as part of the Metris fleet shall be subject to approval by the City.

As necessary, Contractor may also request City approval to establish a means for independent contractor drivers to drive on the Via platform using their own qualified vehicles (non-Metris fleet), for instance, during times of high demand when the Metris fleet cannot meet total demand. Supply of any non-Metris fleet vehicles on the Pilot Program network shall be in addition to, and not replacing, the Metris fleet. Before allowing non-Metris fleet vehicles to be added to the Pilot Program network and provide services for the Program, Contractor shall utilize the ~~up to ten (10)~~ eleven (11) new Mercedes Metris vans committed to the Pilot Program, with the exception of any Metris fleet vehicles unavailable due to regular service or repair.

Contractor and City shall mutually agree upon the need for additional vehicles, and shall agree on the standards said vehicles should meet, and factors to be taken into

consideration including vehicle age, model type, and condition, which shall no less than the minimum standards set forth by the CPUC.

Contractor shall also ensure that the Metris fleet is kept clean, fully mechanically maintained, and service-ready and will create processes designed to ensure that all non-Metris fleet vehicles used in the delivery of service during the PilotProgram are kept clean, fully mechanically maintained, and service-ready. In the event that any dedicated Metris fleet vehicle is removed from operations due to maintenance or repairs that will last more than 24 hours, the Contractor will inform the City Project Manager in writing by e-mail as soon as possible, but no more than 24 hours after removing the vehicle(s) from operation.

Drivers

Qualified and accredited independent contractor drivers will be able to gain access to the Metris fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work.

For all Program driver partners, Contractor shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources. See Task 2.4 for additional work related to driver acquisition.

Smartphone App

Contractor shall work closely with the City to provide a co-branded Smartphone App. The ultimate appearance of the appApp will be built upon Via's proprietary rider application to provide a tailored user experience. As mutually agreed upon, the app may suggest locations to customers, or present service announcements, promotions, or discounted pricing through in-app messages or push notifications.

Technology Platform

Via will leverage its powerful suite of apps, real-time operations and administration tools, and data analysis and reporting features to power the Pilot-service-Program. This platform will be the same one used to manage each Via service around the world. The Contractor will provide use of the Via technology platform that can, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way, while also optimizing the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of service. The Via system has fully automated ride proposal, booking, and dispatch services, and is accessible by mobile application and, as required, phone bookings. Should Via build the capacity for web-based booking, it shall also be made available to the City.

Deliverables:

- Final Launch Plan including definition of all Key Service Parameters

- ~~Additional documentation of Parameters, as mutually agreed upon by Consultant and City~~

Task 2.3 Technology Localization & Back-end Systems ~~Setup~~Maintenance

Contractor shall ~~localize all infrastructure~~continue to utilize and improve upon, as needed, the localized version of its technology, including mapping and real-time routing systems, specifically designed by the Contractor for the Program during the initial Pilot, taking year. The localized mapping and real-time routing shall take into account local geography and any algorithmic adjustments required in order to achieve system and service efficiency. Any adjustments to the localized technology platform that may have impacts on the performance of the West Sacramento Program shall be communicated to the City Project Manager in advance of implementation. Back-end operational systems, including those required for driver registration and supply monitoring, will also continue to be fully localized and maintained over the course of the ~~Pilot~~Program and contract term.

Deliverables:

- ~~Completion of Technology Localization & Back-end Systems Setup~~

Task 2.4 Ongoing Driver Acquisition & On-Boarding, Registration & Regular Forums

Contractor shall continue to source independent contractor drivers from the community and shall verify that such drivers possess all data and documentation to satisfy Via's standards as well as local and state requirements. Independent contractor drivers will be fully trained by Contractor, as described above, so as to provide high-quality service, including training on using Via's technology, customer service standards, and customer and driver safety protocol and policies. ~~Drivers will be subject to comprehensive background checks as required by local and state law.~~

Deliverables:

- ~~Drivers fully registered and trained to drive on the Via platform~~

Driver partners will continue to be subject to comprehensive background checks as required by this contract and by local and state regulations. Contractor shall also continue to provide registration and training for driver partners, to include a review of the Contractor's partnership with the City as the operator of the West Sacramento On-Demand Rideshare Program, usage of Via's proprietary Driver App platform and Driver Support Resources, as well Customer Service, Safety, and Zero Tolerance policies. Additional training shall be made available for driver partners who operate any WAV vehicle on the platform, to include vehicle operations and sensitivity training to ensure high quality, human-centered customer service.

Driver forums shall be offered no fewer than three times during the contract term to all active driver partners in order for Contractor to share out relevant information to driver partners, as well as to provide an opportunity for driver partners to ask questions and provide feedback regarding the performance of the Program. Contractor shall prepare notes documenting all forum discussion and feedback, including follow-up action items

and steps taken to respond to questions and address issues raised at prior Driver forums. Agendas and notes from regular driver forums shall be provided to the City Project Manager no later than 15 business days following each regular Driver Forum.

Task 2.5 Vehicle Delivery & Branding

Contractor shall coordinate the delivery and availability of vehicles to maintain a fleet of ~~up to 10~~no less than eleven 11 Mercedes Metris vehicles such that these vehicles are ready to be driven by independent contractor drivers on the ~~Initial Launch Date agreed upon expansion dates defined in the Schedule of Performance included as Exhibit B.~~ Vehicle preparation will include successful completion of all relevant insurance, registration, licensure, and maintenance requirements. Metris vehicles will continue to have custom co-branding in the form of magnets, vehicle decals, or wrapping so as to be easily recognizable to users of the service. ~~Vehicle~~Any deviation from the branding design will be finalized in collaboration with approved by the City, as further described in Task 4.2. Council during the Pilot year of the Program's operation shall be subject to City input and approval.

Deliverables:

Deliverables:

- Driver Forums & Meeting Notes
- ~~Eleven (11) vehicles~~ Metris fleet with approved custom co-branding

~~Task~~, no less than two (2.6 Develop WAV Service Plan

- ~~Consultant shall develop a WAV fleet plan that satisfies relevant FTA ADA requirements, including the equal provision) of service to potential Pilot riders of all physical means. To fulfill this goal, Consultant~~which will either (1) identify and subcontract with be dedicated wheelchair accessible vehicle (WAV) providers who have personnel that are trained to operate vehicles and equipment safely and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities, or (2) cause to be deployed dedicated vehicles to be used for the Pilot. Consultant will ensure that any drivers providing WAV service as part of the Metris vans Pilot will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities in a courteous and respectful manner

Deliverables:

- ~~WAV fleet plan~~ .
- ExecutionAs needed, execution of a subcontract with an appropriate WAV provider, or provision of dedicated WAV vehicles

~~Task 2.7 External Stakeholder Coordination Meetings~~

~~City and Consultant will together identify key external stakeholders relevant to or interested in the Pilot (i.e., Yolo County Transportation District, the regional Bike Share~~

vendor, major employers, or the Chamber of Commerce) and set up meetings in advance of the Initial Launch Date in order to gather data and local information relevant to the Pilot, build community support, and identify opportunities to support multi-modal linkages. This initiative will be spearheaded by the City so as to best utilize local relations, with major involvement provided by the Contractor.

Deliverables:

- Coordination of and attendance at external stakeholder meetings
- Meeting agendas & notes

Task 3. Pilot Deployment & Operations Marketing, Promotions & Outreach

The Consultant will collaborate with the City of West Sacramento to design and operate a Pilot service that meet the project's operational goals. Consultant will establish a local project team in West Sacramento and will draw on expertise from its New York City-based Operations, Expansion, Growth, and Data Science teams in order to grow and optimize the service across the duration of the Pilot. Consultant will proactively suggest enhancements to the service to improve rider experience, quality of service, and cost per ride. Consultant shall procure all required licenses, permits, and insurance to operate an on-demand rideshare solution in the City of West Sacramento.

Task 3.1 Initial Launch & Launch Event

The Initial Launch service will cover key areas of the City and core service hours as mutually agreed upon by the Contractor and City and as initially defined in **Task 2.2**. The purpose of the Initial Launch will be to collect preliminary demand pattern data, usage information, and feedback from city residents and Via riders in order to have substantive data to inform service decisions for expansion to Full Launch. The Initial Launch Period will also be used to drive initial ridership growth and build demand density within key areas of the City in order to make the service as cost effective as possible. The Initial Launch Period will begin on the "Initial Launch Date", as described in Section 2C of the Contract, and will last for the duration of approximately one (1) continuous month from that date, unless otherwise mutually agreed upon by the Contractor and City. A Launch Event will be held on the Initial Launch Date to raise awareness of the service locally and initiate formal marketing and media outreach.

Deliverables:

- Coordination and Completion of Launch Event, including appropriate marketing and media outreach.
- Operation of Initial Service Launch

Task 3.2 Demand Analysis & Service Expansion Plan

All data and information collected during the Initial Launch Period (including demand pattern data, usage information, and feedback from city residents and Via riders) will be consolidated by the Consultant and shared with the City during the Initial Launch Period. Said data and City feedback will be used to make adjustments to and finalize Pilot service

parameters, as mutually agreed upon by the Consultant and City, in order to make the expansion of the Pilot to Full Launch as efficient and cost-effective as possible. The Consultant shall also develop a mutually agreed upon Service Expansion Plan that will take into account technical recommendations to improve system performance, improve rider quality of service and driver routing, and further optimize system algorithms. The Service Expansion Plan will also account for performance goals and standards mutually agreed upon by the City and the Consultant based upon the Initial Launch Period.

Deliverables:

- Initial Launch Analysis Meeting
- Final Service Expansion Plan

Task 3.3 Full Service Launch, Operations & Maintenance

Following the Initial Launch and finalization of the Service Expansion Plan, the Consultant shall operationalize the Full Service Launch on the date mutually agreed upon by the Consultant and City, estimated to be one (1) month from the Initial Launch Date. The Consultant shall operate the Full Service for the remainder of the duration of the year-long Pilot, for a total of fifty two (52) weeks inclusive of the Initial Launch Period, and will expand the Service Coverage Area and Hours of Operation as defined in Task 2.2, unless otherwise mutually agreed upon by the Consultant and City. Following the Full Launch, the Consultant shall continue to operate, maintain, and evaluate system data and service information to optimize, iterate on, and scale the service in collaboration with the City.

Deliverables:

- Implementation of Service Expansion Plan
- Full Service Launch and ongoing operations

Task 4. Marketing Plan & Implementation

Task 4.1 Draft & Final Branding, Marketing Plan & Promotional Materials

Contractor shall continually work closely with the City to develop and refine implement a unified marketing and promotional program that increases community awareness of the Pilot Program and maximizes its success for implementation by Consultant. As reasonable, the City will cooperate with and provide support to Contractor to promote the service and create local awareness and. The City will provide ongoing support to the Contractor's team by providing useful local insights and leveraging existing marketing platforms to amplify the Pilot. Marketing and branding guidelines, including initial marketing material templates, will be presented by the Consultant to the City for review and approval in advance of finalization and distribution. Program.

Deliverables:

- Ongoing design, production and/or printing of marketing, promotions and educational materials or other related collateral

Task 3.2 Ongoing Community Outreach & Engagement

Contractor and City shall collaborate on the following key marketing activities during the course of the Pilot Program:

- ~~Initial collateral and branding development~~
- ~~Vehicle wrapping/branding design~~
- ~~Launch press~~ ● Press releases and media campaigns
- Rider acquisition campaigns
- Ongoing promotional campaigns
- Outreach to major employers within the City
- Partnerships with key City stakeholders and community organizations

Deliverables:

- ~~Final Marketing Plan, including branding guidelines~~

~~Task 4~~ Contractor shall make available a qualified representative or ambassador to conduct up to twelve (12) community tabling events during the contract term. Upon request by the City, the Contractor will make a good faith effort to coordinate by phone or in person with major employers or organizations interested in leveraging the Program to better serve the mobility needs of their employees, clients, or other constituents.

Task 4.2 Vehicle Branding

Co-branding of the Metris vehicles, in the form of magnets, vehicle decals, or wrapping, will be an important component of marketing efforts over the course of the Pilot in order to generate local awareness of the service. Consultant will develop the local vehicle branding design, which will be collaboratively finalized through and approved through feedback from the City.

Deliverables:

- ~~Draft & Final design(s) for co-branding of Metris vehicles~~

Task 4.3 Production of Marketing Collateral

Per the Marketing Plan developed in ~~Task 4.1~~, marketing and branding guidelines, including initial marketing material templates, will be presented by the Consultant to the City for review ahead of finalization, production, and distribution.

Deliverables:

- ~~Marketing Collateral~~

Task 4.4 Implement Marketing Plan

Based on the agreed upon Marketing Plan developed in Task 4.1, Consultant shall work closely with the City to implement a range of marketing and promotional subtasks, including the offering of free or discounted rides.

Deliverables:

- Implementation of Marketing Plan

Task 5. Ongoing Performance Monitoring & Final Evaluation Report Reporting

Task 5.1 Ridership Data Reports

Ridership Data will be provided directly to the City in the form of a dashboard ~~either sent weekly via email or~~ available online to provide a review of the ~~service's~~ Program's performance across a number of dimensions, as laid out in the table below, including ride volume, average trip duration, and number of rides. Additionally, service trends, including a map of where requests originated from (both inside and outside of the service zone) and the trend of those requests over time, will be provided to enable the City to better understand demand patterns, including the level of unmet demand.

The Contractor shall ~~ensure that Ridership Data is made available~~ continue to the City Project Manager on a weekly basis, starting one (1) week following the Initial Launch date, ~~unless otherwise agreed upon by the City Project Manager.~~ provide a dashboard "Ridership Report" which refreshes every 24 hours to account for new ridership. Ridership Data shall be used to supplement progress updates provided by the Contractor during regular staff briefings.

Data to be included in the Ridership Data reports in advance of the Initial Launch date. Data to be shared by the Consultant with the City on a weekly basis includes, but is not limited to: dashboard and made accessible the City Project Manager City by the Contractor shall include:

Data	Level of Granularity (Submission Type)
Individual Ride Data	
Unique, anonymous identifier for each traveler	Numerical identifier
Pick-up location request, time, and day of week requested origin	Latitude/longitude; HH:MM:SS; YYYYMMDD
Drop-off location request, time, and day of week requested destination	Latitude/longitude; HH:MM:SS; YYYYMMDD
Number of passengers	Integer
Travel time	MM:SS

Distance of ride	Miles
Vehicle type	Make and model
Fare Paid	Dollar value
WAV ride	Boolean: WAV/Non-WAV ride
User rating of experience and comments	Integer; text comments (if applicable)
Aggregated service data (for a given period)	
Completed rides	Integer
Active drivers	Integer
Driver hours	Number
Utilization	Average rides/vehicle/hour
Average trip duration	MM:SS
Average trip distance	Miles
ETAs to pick-up	Minimum, maximum, median (for a given period)
<u>Repeat ridership</u>	<u>Percent of all user accounts</u>
<u>Number of Accounts Opened (Active and Overall)</u>	<u>Number (Active and Overall)</u>
<u>Number of Accounts with Senior/Disabled Discount</u>	<u>Number (for a given period)</u>
<u>Senior & Disabled Rider Discount Ridership</u>	<u>Integer</u>
Performance standards (for a given period)	
Average ETA to pick-up	MM:SS
% of on-time rides	Percentage
% completed rides	Percentage
Rider satisfaction metrics	Average number; text comments
Historical ride trends (over longer periods)	
Overall ride volume	Number of rides
Ride growth	Over a given period, % growth

Top requested origins and destinations	Ranked list
Demand 'heat maps'	Color-coded maps

At the City's request, Contractor shall work in good faith to share other categories of data or types of reports not captured above that the City deems useful for its goal of better understanding travel behavior and mobility needs in West Sacramento, should these categories not raise significant intellectual property or competitive concerns for Contractor.

Deliverables:

Deliverables:

- ~~Weekly Ridership Data reports~~
- ~~Task 5.2 Quarterly Performance Reports & Service Adaptation Plans~~ Monitoring Dashboard Access
- ~~Ongoing Coordination and provision of additional data, as requested and feasible~~

~~In addition to the Ridership Data reports, the Consultant shall compile three (3) Quarterly Performance (QP) reports. Each QP Report will be due no later than four (4) weeks following the end of each quarter, as defined below:~~

- ~~QP Report #1 will evaluate the Pilot service performance for the first quarter of operation, defined as the three (3) full calendar months following the Initial Launch date.~~
- ~~QP Report #2 will evaluate the Pilot service performance for the second quarter of operations, defined as calendar months four (4) through six (6) from the Initial Launch date, and will also summarize overall performance and trends for the six (6) full calendar months following the Initial Launch date.~~
- ~~QP Report #3 will evaluate the Pilot service performance for the third quarter of operations, defined as calendar months seven (7) through nine (9) from the Initial Launch date, and will also summarize overall performance and trends for the nine (9) full calendar months following the Initial Launch date.~~

~~The Consultant will work closely with the City to agree on the format and content of the QP Reports in advance of the Initial Launch date.~~

~~Included as a component of each QP report, the Consultant shall develop a Service Adaptation Plan, as mutually deemed necessary, to address any recommended or required changes to the Pilot service that would result in enhanced service performance. This would include identifying any changes to service that would be subject to City Council approval in order to sufficiently plan for service changes.~~

Deliverables:

- ~~QP Report Template~~

- ~~Three (3) Quarterly Performance Reports~~

Task 5.34.2 Performance Standards

Contractor and City will develop and mutually agree upon performance standards goals ahead of the ~~Full Launch Date~~expansion of the Program, which Contractor shall use commercially reasonable efforts to meet. Such performance goals and standards will be measured on a periodic basis and jointly reevaluated and updated as mutually agreed upon by Contractor and City. City acknowledges that changes to the area of service, hours of service or other relevant parameters of the Pilot Program may result in a need to reevaluate and update said performance standards goals, accordingly. The agreed upon performance goals and standards will be ~~included as a section in~~used to provide regular updates to relevant City Commissions and the Service Expansion Plan following the Initial Launch period.City Council.

Deliverables:

- Performance Goals & Standards ~~Section in Service Expansion Plan~~(Memo or other written document)
- ~~Revised Performance Standards, as needed~~

- _____

Task 5.4 Final Evaluation Report

The Program Operations & Purchased Transportation Sustainability Research Center (TSRC) at the University of California, Berkeley will be subcontracted to conduct a performance evaluation of the Pilot flexible transit service. The TSRC evaluation will include impact, travel behavior, and institutional analysis. The ~~impact analysis will focus on the broader social and environmental benefits of Via's flexible transit service pilot in West Sacramento, including: 1) modal shift, 2) changes in vehicle miles traveled, 3) changes in auto ownership and vehicle occupancies, 4) customer satisfaction, 5) quality of life, and 6) change in household transportation expenditures. The analysis will also include key metrics, such as trips per person, miles per trip, and wait times, as per data provided by Via. The institutional analysis will provide a qualitative assessment of institutional lessons learned during the development and deployment of the pilot program.~~

Social and Environmental Impact Analysis

The social and environmental impact analysis will include a survey of Via users as well as non-users in the neighborhoods where the system operates. TSRC will design the surveys in conjunction with the City of West Sacramento and Via. Both surveys will collect baseline socioeconomic information, modal split for commute and non-commute travel, vehicles per household, and parameters of participant's normal commute including time of day, length in miles and time, and routes, as well as expected and unexpected deviations. The rider survey will collect sufficient data metrics to estimate VMT and trip behavior (e.g., reduction/increased accessibility) impacts. Further the survey will aim to assess changes in quality of life and transportation expenditures due to use of the service.

The survey of Via riders will include reasons for taking the Via service, likes, dislikes, and impact on well-being including convenience, wait times, changes in commute time and distance, and willingness to pay for the service. The survey will also inquire regarding how the rider learned about the Via service, top motivations for shifting their commute to the system, and how many trips have been taken using Via (such as 1st trip, 2-10 trips, 11-25 trips, over 25 trips). The survey of the general population in the neighborhoods where Via operates will inquire, if the participants are aware of the Via service, how they learned about it, why they do not use the system, and what changes to the system would encourage them to give it a try. TSRC will work with the City of West Sacramento and Via in the development of performance metrics and the compilation of the final report to aid the city in assessing whether service should be extended or discontinued at the conclusion of the pilot.

TSRC will implement a mixed mode survey design consisting of both online and intercept survey methods to maximize the survey response and to eliminate survey bias. There will be two surveys: 1) users of Via and 2) non-users. Via will send an email to persons that have used the system with a link to the survey. The goal is 250 completed surveys, pending Via membership and response rate. TSRC will provide a survey incentive in the form of an Amazon.com gift card or similar reward to increase response rate. Via will also send an email invitation to the persons that have signed up, but not used the system, inviting them to take a survey that targets persons that did not use Via. TSRC will provide a survey incentive to this group, in the form of an Amazon.com gift card or similar reward. The goal is 250 completed surveys of the non-users. If the completed surveys from the non-users in the Via system do not reach the 250 target, TSRC will implement intercept or clipboard surveys in the neighborhoods where Via operates. TSRC will provide an incentive for the intercept surveys. Individuals will receive information with the online information, if they do not have time to take the survey via an intercept approach.

TSRC will input the survey responses that are not entered online, sort, and clean the data, and then conduct the analysis, as per the agreed upon specifications and data parameters (noted above).

Institutional Analysis

Researchers will conduct 8 to 12 expert interviews with managers at Via, municipal staff, Pilot service drivers, and key stakeholders in the service area. The purpose of the interviews is to gain insight into the institutional successes and challenges of the effort to implement and operate Via, as well as lessons learned and recommendations for improving the longer term operation of the system. Expert interviews are completely confidential and provide the participant with an opportunity to share their perspective, including successes and opportunities for improvement. The City of West Sacramento would assist TSRC in recruiting and encouraging individual respondents to be interviewed.

Task 5.4.1: Instrument Design and IRB

Develop expert interview questionnaire in conjunction with the City of West Sacramento and Consultant. Design two surveys and refine survey methodology in conjunction with the City of West Sacramento and Consultant. Obtain Institutional Review Board (IRB) approval for human subjects interaction through the University of California, Berkeley.

Deliverables:

- Interview questionnaire, Pilot user survey, non-user survey and IRB approval

Task 5.4.2: Data Agreement

Identify data needs and available data, to conduct operational analysis. Signed data agreement between UCB and Consultant (which may be part of the broader agreement between UCB and Consultant).

Deliverables:

- Signed data agreement

Task 5.4.3: Expert Interviews

Identify key experts to be invited to participate in an expert interview. Conduct expert interviews. Draft interview summary.

Deliverables:

- Summary of expert interviews, included in final report

Task 5.4.4: Data Analysis

Obtain travel and operational data from Consultant (as per Task 5.4.2). Data Analysis.

Deliverables:

- Summary of travel operational data analysis, included in final report

Task 5.4.5: Conduct Survey

Develop final survey taking into account input from City on survey draft provided. Administer survey to Via users. Administer survey to non-Via users.

Deliverables:

- Surveys completed

Task 5.4.6: Impact Analysis Based on Survey Data

TSRC analysis of the survey data of both users and non-users of the system.

Deliverables:

- Summary of the survey results and impact analysis, included in final report

Task 5.4.7: Draft & Final Performance Evaluation Report

Data and findings interpreted and consolidated into draft report by TSRC for collaborative review between City, TSRC, and Consultant. TSRC will respond to review feedback and

consider said feedback when producing Final Performance Evaluation Report, which will include an executive summary of key findings.

Deliverables:

- Draft of Final Performance Evaluation Report
- Final Performance Evaluation Report, including executive summary

Task 5.4.8: Presentation of Key Findings

Key findings to be presented to City to provide an opportunity to answer questions and further interpret data and findings assessing overall Pilot performance. Presentation can be reused in order to present information to City staff, Commissions, Council, or other relevant external stakeholders in order to share learnings from the Pilot. At least one UCB key project staff will attend the City Council meeting wherein the Final Performance Evaluation Report is presented and will be available to field questions related to the Work completed by UCB.

Deliverables:

- PowerPoint presentation of key findings
- Attendance at minimum one (1) City Council meeting for presentation of Final Performance Evaluation Report

-Contractor will perform all work described above, as well as any work not specifically provided for herein, in order to manage the Program operations and maintain high quality standards of service and in accordance with all applicable regulations, laws, and funding requirements. This includes managing the day-to-day logistics of vehicles, drivers, and provision of shared ride services to all eligible customers in the West Sacramento On-Demand Program.