

MEETING DATE: January 17, 2018

ITEM # 6

SUBJECT:

**CONSIDERATION AND AWARD OF THE CONTRACT TO NOMAD TRANSIT LLC,
A WHOLLY OWNED SUBSIDIARY OF VIA TRANSPORTATION, INC.,
FOR THE PILOT FLEXIBLE TRANSPORTATION SERVICE**

INITIATED OR REQUESTED BY:

 Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Assistant Transportation Planner


 Denix Anbiah, Director
 Public Works Department
ATTACHMENT Yes No Information Direction Action**OBJECTIVE**

The purpose of this report is to obtain City Council approval for the award of the contract for the Pilot Flexible Transportation Service to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., and for the allocation of \$599,001 from the Transportation Development Act (TDA) fund toward said contract.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Find the approval for the award of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for the City's Pilot Flexible Transportation Service exempt from CEQA under the Class 6 Categorical Exemption of California Code 3 Regulations, Title 14, Division 6, Chapter 3, Section 15306 and direct staff to file a Notice of Exemption.
- 2) Approve the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., in the amount of \$720,000 for the City's Pilot Flexible Transportation Service;
- 3) Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the contract, including the approval of minor contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the contract nor increase the total compensation due under the contract; and
- 4) Approve an allocation of \$749,000 from the Transportation Development Act (TDA) Fund in Budget Unit 202-9220-5259 towards the funding of this project.

BACKGROUND

On April 19, 2017, staff introduced the Pilot Flexible Transportation Service (the Pilot) as a component of the City's broader Mobility Action Plan (MAP) and City Council authorized the release of a respective Request for Proposals (RFP), which was released from May 26 to June 23, 2017, inviting qualified firms to submit proposals to comprehensively design, deploy, operate, maintain, market and evaluate the Pilot. On July 26, staff requested Council input to further define the Pilot goals and objectives and to inform the selection of a shortlist for advancement in the procurement process. Council provided clear direction that the service coverage area should be citywide, service should be allowed to compete with existing fixed route services, and should avoid paying to simply replace existing trips. In early August, the SACOG Board awarded the City with a TDM Innovations grant in the amount of \$149,999 to support the Pilot. On August 16, City Council approved the selection criteria and staff's recommended shortlist of five (5) proposals for advancement to the evaluation and selection phase.

On September 8, the Evaluation & Selection Panel (the Panel) conducted presentations and interviews with the five (5) shortlisted firms. Based on the selection criteria, the Panel unanimously determined Via Transportation, Inc. (Via) to be the top-ranking proposal. This selection was confirmed in concept by the City Council on November 1, when staff presented an overview of the services set forth by Via in their response to the May 2017 RFP, and at which time Council directed staff to return to Council for consideration of an Award of Contract not to exceed \$749,000 and to consider approving an allocation of up to \$600,000 in reserved TDA funds.

Since then, staff coordinated extensively with NoMad Transit LLC (Via) to negotiate a mutually agreeable contract, included herein with all exhibits as **Attachment 1**, in the amount of **\$720,000**. NoMad Transit LLC is a wholly owned subsidiary of Via Transportation, Inc. and is the Via Group's California operating entity. Via's other operating subsidiaries include Flatiron Transit LLC, which operates Via's New York City market, and River North

Transit LLC, which operates its Chicago market. These entities were created and specifically structured to oversee the Via Group's day-to-day on-demand transit operations. They are fully owned and controlled by Via, and have full access to the parent company's technology, expertise, and personnel, but also carry the business licenses and insurance levels relevant to their respective markets.

ANALYSIS

Under the proposed contract, Via would scale to deploy a city-wide, network-optimized, on-demand rideshare service using ten (10) donated Mercedes Metris vans driven by locally sourced Transportation Network Company (TNC) driver partners. Users will be able to hail a shared ride on the co-branded Via-West Sacramento service using a smartphone app, or by calling to book a ride. In the event demand for the service exceeds the Metris fleet supply, Via will be permitted to invite TNC drivers onto the network using their personal vehicles to maintain a high quality of service.

The Pilot service will be rolled out in three phases: **Phase 1**, the preliminary service design, planning and preparation phase wherein the acquisition and customization of all labor, equipment, technology, and materials necessary to launch the service will occur (2-4 weeks); **Phase 2**, an Initial Launch period (4-6 weeks), wherein service parameters may be adjusted slightly more and scaled up over time alongside initial market analysis and promotions of the service; followed by **Phase 3**, the Full Launch period (~11 months), wherein changes to the service parameters would be more limited as the Pilot operated through the remaining term of the contract, and performance would be continually monitored and reported quarterly, ultimately resulting in a comprehensive Final Performance Evaluation Report, which would be independently completed by the UC Berkeley Transportation Sustainability Research Center (TSRC).

Phase 1: Upon notice to proceed, \$81,000 in start-up and service installation fees (Attachment 1, Exhibit C Schedule of Fees) would be due and payable by the City to Via to enable most of the preliminary service design, planning and preparation work. This phase would establish the brand new service operation on the ground in West Sacramento, including the localization and customization of Via's proprietary technology allowing it to operate on the local roadway network. Prior to the rollout of the Pilot service, Via would also grow the local operation through coordinated outreach to key businesses and stakeholders, driver acquisition, procurement of Wheelchair Accessible Vehicle (WAV) services, vehicle delivery and branding, and preliminary development of a marketing plan. Phase 1 would also include targeted outreach to key stakeholders such as YCTD and the regional Bike Share vendor to identify any possible opportunities to encourage multi-modal linked trips in the City.

Staff would return to Council at least one (1) time during Phase 1 to present and obtain Council feedback on final service parameters and quality of service standards anticipated for the initial launch and on the proposed branding design for the Via/West Sacramento co-branding of the Metris fleet.

Phase 2: The "Initial Launch" would be initiated with a major launch event and press release, followed by 4 to 6 weeks of operation in key areas of the City as the service is incrementally scaled with calibration based upon local demand data to identify the best parameters for expansion to "Full Launch." During the initial launch period, Via estimates the Pilot service will operate from 7 a.m. to 6 p.m., Monday-Friday, and 9 a.m. to 7 p.m., Saturdays, subject to minor changes based on the actual demand during the initial launch period. Initial base ride cost will be between \$2 and \$5, with discounts and/or promotions made available to users during both the Initial and Full Launch periods.

Any changes to base ride cost or hours of operation will be made in response to Pilot service data, and with the intention of making the service as efficient and cost-effective as possible. The City will retain full authority to approve any changes outside of the base ride cost range described above. As it is the intent of the Pilot to provide a reliable, predictable and consistent, flat-fare transportation service, Via will seek to limit adjustments to the hours of operation and fares.

Staff would return to Council at least one (1) time during Phase 2 to present initial performance and ridership data from the Initial Launch period, as well as any proposed alterations to the baseline service parameters or quality of service standards in light of data collected during the initial launch. To avoid delays in the roll-out of the service, staff proposes that the City Manager be authorized to approve any alterations to the Pilot service for Full Launch, except for those deemed substantial and subject to Council approval, including expansions beyond the City boundary or increasing fares beyond \$5.

Phase 3: Following the Initial Launch period, the Full Launch would continue for roughly 11 months for the remainder of the Pilot, with limited adjustments based upon user data and feedback intended to optimize the service. At full launch, service will be scaled up to be available Citywide and operate from

roughly 7 a.m. to 10 p.m., Monday-Friday, and 9 a.m. to 10 p.m., Saturdays. Throughout the course of the Pilot, Via will provide regular updates on performance, discussed further below, and will consult regularly with the City on potential improvements to the service, additional marketing or promotion opportunities, rider feedback, and any issues that may have emerged.

The lion's share of funds for this project (\$461,000) will be committed to rider subsidies, which encompasses wages and acquisition incentives owed to TNC and WAV driver partners, costs associated with driver-related compliance, subsidies for promotional fares, insurance and storage, maintenance and repair for the Metris fleet. Cost will range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the Pilot transportation service. All purchased transportation costs will be substantiated to the City in monthly billings.

Staff would return to Council three (3) times during the Full Launch period to provide updates on the performance of the service. Toward the end of the contract term (roughly month 10), staff would present sufficient information for the City Council to consider extending the term of the Pilot service beyond the allotted 12 months to allow service to continue uninterrupted during the completion of the UC Berkeley subcontracted Final Performance Evaluation Report. As further discussed below, dependent upon the success of the Pilot and the level of ridership it receives, this extension may require no additional funds if the \$461,000 allotted for rider subsidies has not been depleted and/or the City may elect to reinvest revenues collected from fares on the service, which will be remitted to the City monthly. Upon completion of the Final Performance Evaluation Report, staff would return to present findings and present a recommendation for Council to either renew or not to renew a contract with Via to continue the service.

Compliance with TNC Regulations

Via and all independently contracted TNC driver partners registered on the Via platform to drivers in service of the Pilot will be required to comply with all state laws and regulations, specifically related to TNCs as set forth by the California Public Utilities Commission. These regulations include standards for driver background checks, insurance coverage, and vehicle standards.

Authority to Adjust Pilot Service Parameters

A critical feature of the Via platform is its dynamic and real-time response to demand, which requires a certain level of flexibility for Via to be able to manage day to day operations on the fly and make minor adjustments to certain aspects of service in order to develop the optimal approach to service in West Sacramento, especially during the Initial Launch period. For instance, to maintain a cost effective service, Via will manage the driver/fleet supply on the network at certain times, and may make minor adjustments to the hours of operation, fares or promotions (within the range of \$2 to \$5).

To strike a balance between delegating day-to-day operations to Via with retaining some City oversight of key service standards which may hold policy implications, staff is proposing that the City delegate authority to the City Manager to make decisions regarding service changes, and at his discretion escalate any changes he deems fit to City Council for additional consideration or approval. Staff suggests that such changes likely to be subject to Council approval would include any adjustment to the citywide service coverage area or increasing fares to an amount greater than \$5. Whereas, if Council agrees, other changes such as adding Sunday service or expanding hours of operation to focus more on late-night service could be subject to City Manager discretion to approve. Per the proposed contract, Via is obligated to coordinate with City staff to provide any necessary information to obtain Council approval for any change in service for which the City Manager would see fit.

Performance Monitoring & Reporting

Throughout the life of the Pilot, staff will receive regular ridership reports and will hold weekly to bi-weekly calls with the Via Deployment Manager to stay abreast of the performance of the Pilot and facilitate the deployment and expansion of the service. Three (3) Quarterly Performance (QP) reports will be provided by Via to staff no later than one (1) month following each consecutive 3 months of service, starting from the initial launch. Staff intends to provide updates to Council following receipt of the second QP, roughly 7 months from the initial launch date, and a more detailed presentation following receipt of the third QP, roughly 10 months into the Pilot in order to contemplate extending service, as described above, to avoid a gap in service while the Final Performance Evaluation Report is completed following month 12 of service. The Final report is discussed in detail in the Scope of Work (Attachment 1, Exhibit A, pages 14-17) and will broadly assess the environmental, social, and economic impacts of the Pilot, including an evaluation of the Pilot's capacity to reduce single-occupancy vehicle miles travelled (SOVMT) and related greenhouse gas emissions.

Revenue Retention, Reinvestment, & Contract Renewal Options

The conditions of the proposed contract will require all revenues from fares paid into the Pilot service to be relinquished monthly to the City. The City Council may elect to reinvest the revenues into the Pilot for various reasons, including expansion of services during the life of the Pilot should demand grow beyond expectations, extension of the contract beyond the completion of the Final Performance Evaluation Report, renewal of a second year of service and/or to offset the cost of the Pilot should Council choose to discontinue the service. It should also be noted that Via would be operating at-cost for the course of the Pilot in the interest of establishing and growing their service in the City, and perhaps the region if it proves highly successful.

Upon receipt of the third Quarterly Performance report, staff would propose that Council consider approving the reinvestment of the reserved revenue into the Pilot service beyond the one (1) year mark, contingent on satisfactory performance, to avoid a gap in service until UC Berkeley completes the detailed Final Performance Evaluation Report, which will enable City Council to contemplate renewing the Pilot service for another year.

The cost of sustaining service for one or more additional years will be highly dependent on multiple factors including: the actual demand that manifests for the Pilot service in Year 1, the fares riders are willing to pay and the City endorses, the level of promotions and discounts provided, partnerships with major employers or businesses, or changes to levels of service (i.e., changes to coverage area, days/hours of operation). For example, the cost of some promotions (discounted fares) may be covered through local business partnerships. For instance, if a restaurant within the City desired to run a promotion offering free rides to their restaurant to help alleviate parking demand, they could pay toward a limited number of rider subsidies, both encouraging use of the new service while also offsetting some cost to the City.

Nonetheless, Via anticipates that, should the City continue service into future years, annual costs would be notably less due to the elimination of tasks associated with establishing the brand new service and conducting the robust performance evaluation which would be isolated to the Pilot year in the current contract. Excluding said additional tasks, the current contract utilizes roughly \$500,000 toward actual operating expenses. Further, any revenues from fares would also be used to offset the cost of service. As such, if Via provided 60,000 rides in a year at \$2.50 a ride, that would reduce the cost of the service by \$150,000 down to \$350,000. If ridership were greater, then fares would continue to provide relative reductions in the total cost to the City. Again, any reinvestment of revenues from fares collected would remain subject to City Council approval.

On an annual basis, Council may elect to renew a contract with NoMad Transit LLC with terms to be mutually agreed upon and contingent upon satisfactory performance for up to a total of five (5) consecutive years.

Age-Friendly Considerations

During the preliminary service planning, Via will develop a WAV service plan to provide service to people using wheelchairs. This may be accomplished either through a subcontract with a taxi or livery company, or by retrofitting a Metris fleet vehicle, as to be determined by Via in advance of the initial launch. Upon the initial launch, a phone booking option will also be available for users without access to a Smartphone. Further, through surveys of both users and non-users of the Pilot service, the Final Performance Evaluation Report will evaluate what, if any, impacts the Pilot service had on paratransit ridership.

Next Steps

Upon Council's approval of awarding this contract, staff would issue a NTP to Via pending receipt of written NTP from SACOG, per the terms of the pending TDM Innovation sub-recipient grant agreement. The sub-recipient agreement with SACOG will be backdated to January 1, 2018. Upon Via's receipt of the NTP, they would spend roughly 2-4 weeks preparing for the Initial Launch, which staff anticipates would occur no later than April 2018. The Final Launch period would commence no later than June 2018 and continue for roughly 11 months.

Commission Recommendation

On August 15, 2017, staff presented on the Pilot Flexible Transportation Service to the Transportation, Mobility & Infrastructure (TMI) Commission.

Strategic Plan Integration

This project advances the 2017 Strategic Plan Management Agenda item, "Mobility Action Plan."

Environmental Considerations

This project is Categorically Exempt under Class 6, Guidelines Section 15306 (Information Collection) of CEQA, because the Pilot project will focus on data collection, research and evaluation activities which do not result in a serious or major disturbance to an environmental resource and will inform the City's consideration of approving and funding the service for additional years. A Notice of Exemption will be filed with the County Clerk's Office.

Alternatives

The Council's primary alternatives are:

1. Staff recommends that the City Council:
 - I. Find the approval for the award of the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for the City's Pilot Flexible Transportation Service exempt from CEQA under the Class 6 Categorical Exemption of California Code 3 Regulations, Title 14, Division 6, Chapter 3, Section 15306 and direct staff to file a Notice of Exemption;
 - II. Approve the contract with NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., in the amount of \$720,000 for the City's Pilot Flexible Transportation Service;
 - III. Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the Contract nor increase the total compensation due under the contract; and
 - IV. Approve an allocation of \$599,001 from the Transportation Development Act (TDA) Fund toward the completion of this project.
2. Council may choose to make adjustment to the scope of work for this contract. This alternative is not recommended as staff has negotiated extensively with Via to structure the current scope of work within the limits of the project budget. Changes to the scope of work would result in delays to the project.
3. Council may elect not to approve this contract at this time. This alternative is not recommended, as it would result in no progress made toward the project, nor the strategic goals it helps advance.

Coordination and Review

This report and its attachments received extensive legal review by the City Attorney's office and were coordinated with the City Administrative Services Department and SACOG staff.

Budget/Cost Impact

The total cost of this project is \$749,000 funded by a \$149,999 SACOG TDM Innovation Grant and a proposed \$599,001 requested from the reserved TDA fund, pending Council allocation of said funds. A breakdown of the costs to implement the Pilot Flexible Transportation Service is as follows:

| | |
|---|-----------------|
| Contract for Services with NoMad Transit LLC: | \$720,000 |
| Project Oversight and Staff Time: | \$29,000 |
| <hr/> Total Project Cost: | <hr/> \$749,000 |

Staff proposes using a combination of State Transit Assistance (STA) and Local Transportation Funds (LTF) in an amount of \$599,001, which would also cover the 11.47% local match (\$17,205) required for the SACOG TDM Innovation grant, which are federalized Congestion Mitigation and Air Quality (CMAQ) funds. Project oversight and staff time in the amount of \$29,000 would be paid for in arrears out of the \$149,999 in SACOG grant funding. As of June 30, 2017, the total unrestricted fund balance in the TDA Fund was approximately \$5 million.

ATTACHMENT(S)

- 1) Contract for Services with NoMad Transit LLC

CONTRACT FOR SERVICES

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

WITNESSETH:

WHEREAS, the City desires the provision of citywide transportation services, along with the technology, and professional services for the design, marketing, launch, operation, maintenance, and performance evaluation of the Pilot Flexible Transportation Service, as described in the Request for Proposals dated May 26, 2017 (the "Pilot"); and,

WHEREAS, Via Transportation, Inc., the parent company of the Consultant, has presented a proposal for such services to the City, dated June 22, 2017; and,

WHEREAS, not later than the Initial Launch Date, the Consultant shall be 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. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of 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. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant 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 Consultant are employees, agents, contractors, subconsultants or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors, subconsultants or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant 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 Consultant are to commence promptly upon receipt of written notice to proceed from the City, or on such later date indicated by such notice, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B"**.

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

3. CHANGES IN SERVICE:

Consultant 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 Pilot 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 Consultant 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 Consultant 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 seven hundred and twenty thousand (\$720,000) dollars, without City's prior written approval. Consultant'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 Consultant'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 Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant'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. Consultant 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 Consultant based upon the actual transportation services rendered by Transportation Network Company (TNC) driver partners independently contracted by the Consultant 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 range due to incentive-based compensation and promotions intended to acquire, retain and/or operationalize drivers and riders of the Pilot transportation 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 collected by the Consultant through a distinct payment processor subaccount, distinct from other subaccounts maintained by Consultant. On a monthly basis, Consultant shall transfer to the City the revenue 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 Pilot program to offset the costs paid by the TDA Funds or reinvest into growing the Pilot. At the expiration or earlier termination of the Contract, all unspent service revenue remaining with the Consultant 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) 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 Consultant is given reasonable advance written notice of temporary suspension. If City gives such notice of temporary suspension, Consultant 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) Consultant shall be compensated as set forth in **Exhibit "C"** and (ii) Consultant 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, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant (up to the maximum possible amount of damages) until such time as the exact amount of damages, if any, due to the City from Consultant is determined.

D. In the event of termination, the Consultant 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:

Consultant 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. Consultant 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. Consultant acknowledges that federal, state, and local grants contribute to or comprise the compensation for the services set forth in this Contract. Consultant agrees to comply with the terms of the those grants, 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 – CONSULTANT:

A. Consultant 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 Consultant'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. Consultant 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. Consultant shall designate a project manager who at all times shall represent the Consultant 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 Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant 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 Consultant in writing within sixty (60) days of discovery. Should Consultant

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 Consultant shall be liable for any reasonable expenses thereby incurred by City, minus the fees and expenses Consultant would otherwise have been paid by City to Consultant 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 Consultant (referred to herein as "subconsultants" or "subcontractors"): (i) independent contractor driver partners of Consultant; (ii) vehicle supply partners of Consultant offering vehicle leasing options to such driver partners; (iii) third-party technology vendors offering solutions integrated by Consultant into its technology solution or otherwise used by Consultant; (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. Consultant 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. Consultant 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. Consultant's failure to comply with the provisions of this section shall constitute negligence.

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

11. ASSIGNABILITY:

A. Consultant 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 Consultant 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 Consultant which will not be unreasonably withheld.

12. INTEREST IN CONTRACT:

A. Consultant 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. Consultant 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 Consultant'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. Consultant 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 Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

B. 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 CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant'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 Consultant or its employees, agents, contractors, subconsultants or subcontractors.

14. INDEMNITY AND LITIGATION COSTS:

A. Consultant 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 Consultant'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. Consultant 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 Consultant'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 Consultant'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. Consultant'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 Consultant 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. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant 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 Consultant 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 Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant 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 Consultant 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 Consultant 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 Consultant. Notwithstanding the foregoing, if the Consultant maintains in full force the policies of insurance specified in this Section such that their scope covers the work subcontract 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 Consultant, 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. Consultant 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 Consultant.

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 Consultant'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 Consultant'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 Consultant 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. 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>.

D. In addition to any other remedy the City may have, if Consultant 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 Consultant under this Contract.

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

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

16. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

A. Consultant 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:

Consultant 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 Consultant 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; Consultant 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. Consultant 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. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant 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, Consultant 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant 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. Consultant 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 Consultant 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 Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant 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 Consultant 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. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant 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 Consultant 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 Consultant may terminate the Contract if it determines the remaining funds are not sufficient to perform the Work. In no event shall Consultant be obligated to perform any work for which City has not appropriated funds corresponding to Consultant's compensation hereunder. The City acknowledges that, in the event of a reduction in funds, the Pilot 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:

Consultant 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. Consultant 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 Consultant's software applications, the other elements of Consultant's cloud-based solution and all of their derivative works and improvements are owned by, and are proprietary to Consultant, 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 Consultant's solutions for purposes of the Pilot ("Customer Data") are co-owned by the City and Consultant. Customer Data excludes de-identified, anonymized and/or aggregated data generated from the use of Consultant's solutions or created by Consultant. For the avoidance of doubt, Consultant may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Consultant'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 Consultant's solutions or algorithms or share such data with Consultant's competitors.

C. Notwithstanding anything to the contrary herein, Consultant 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 Consultant under this contract; further, Consultant 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 Consultant.

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 Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure, other than to Consultant's own personnel involved in the performance of this contract, Consultant'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. Consultant 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, Consultant's own personnel involved in the performance of this contract, Consultant'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 Consultant during the performance of this Contract, the City will endeavor to provide Consultant timely notice of such a request to enable Consultant 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 Consultant (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. Consultant 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. Consultant 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 Consultant.

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.

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

Consultant: 10 Crosby St., 2nd Floor
New York, NY 10013
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

CONSULTANT:

By: _____
Title: _____

EXHIBIT A

SCOPE OF WORK

The Pilot Flexible Transportation Service (“the Pilot” or “Pilot service”) is a one (1) year pilot providing a fully dynamic, on-demand ridesharing service. The goals of the Pilot are 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.

The Consultant will leverage proprietary technology to assist in the design, deployment, operations, maintenance, marketing and evaluation. The Pilot service 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 to bolster awareness, ridership, or accommodate new or shifting demand.

Task 1. Project Management & Administration

Task 1.1 Detailed Work Plan & Schedule

The Consultant will develop and maintain a detailed work plan and schedule for submission to 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 and Subconsultant staff assignments, by task/subtask
- Identify and maintain schedule of start and stop dates for each task/subtask
- Identify key milestones and define expected deliverables/results

Deliverables:

- Detailed Work Plan & Schedule Documents
- Updates to Documents

Task 1.2 Regular Staff Briefings

The Consultant Project Manager shall conduct and schedule regular staff briefings (“briefings”), by phone or in person, to report on Pilot service 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, unless otherwise agreed upon by the City Project Manager. For the remainder of the term of the Contract, Consultant 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 Consultant 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 Consultant or Subconsultant staff.

Deliverables:

- Monthly Invoices
- Supporting Billing Documentation

Task 1.4 General Project Management

Consultant 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 Consultant Project Manager will be empowered to enact decisions related to the project on the Consultant's behalf, and will serve as the primary point of contact with the City Project Manager on an ongoing basis. The Consultant shall oversee Subconsultant activities and will ensure that all subcontracted staff performing tasks have the appropriate skill levels and credentials.

Consultant shall commit to attending in-person at least (3) City Council meetings or major Pilot-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 Consultant 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 Consultant throughout the Pilot duration. The Consultant shall keep the City Project Manager abreast of all coordination related to the Pilot 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 Consultant will appoint members to a project team to assist in executing the Pilot, 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 Pilot, the Consultant'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 Pilot are incorporated into its optimization.

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 Pilot-related events
- Onsite and remote support including regular calls
- Management and oversight for subcontracts
- General project management

Task 2. Preliminary Service Planning, Design & Preparation

Task 2.1 Project Kick-Off Meeting

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 & 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 Via 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. As such, the Baseline Service Parameters defined below may be re-defined or adjusted by mutual agreement between the City and Consultant either in advance of or after the Initial Launch date based on additional data or new information collected. Any changes to the Pilot Service Parameters will be subject to authorization 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 will include the entire City, barring those areas deemed inaccessible or infeasible as mutually agreed upon by Consultant 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)

Upon receiving the Notice to Proceed, Consultant will commence development of a WAV fleet plan that satisfies relevant Federal Transit Administration (FTA) and Americans with Disabilities Act (ADA) requirements - including the equal provision of service to potential Pilot riders of all physical means. To fulfill this goal, Consultant shall cause to be deployed for the Pilot appropriately-trained drivers operating taxi or livery vehicles, or dedicated vehicles specifically deployed for the Pilot.

To indicate their need for a WAV vehicle, a rider will enter a code in the Via app that will prompt the system to dispatch an appropriate vehicle each time the rider makes a request (riders booking by phone, on the other hand, would simply convey their need for a WAV vehicle to the dispatcher, who would make a permanent note in the rider's account). A WAV option will be deployed no later than the Initial Launch Date.

Payment Option for Unbanked Users

The Via system 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 Consultant shall work closely with the City to develop a payment option 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 Consultant will provide as a feature of the Pilot service a phone number and dedicated dispatchers to book and coordinate rides for users without smartphones. A phone booking option will be available as part of the Pilot service no later than the Initial Launch Date.

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

Customer Service

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

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 discounts and/or promotions made available to users during the Initial Launch and Full Launch periods. Any changes to base ride cost will be made in response to Pilot service data, and with the intention of making the Pilot as efficient and cost-effective as possible while retaining service accessibility. The City will retain full authority to approve any changes outside of the base ride cost range 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 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 cause a fleet of up to ten (10) new Mercedes Metris vans (the Metris fleet) to be deployed for use in the Pilot.

As necessary, Consultant may also 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 network shall be in addition to, and not replacing, the Metris fleet. Before allowing non-Metris fleet vehicles to be added to the Pilot network and provide services for the Pilot, Consultant shall utilize the up to ten (10) new Mercedes Metris vans committed to the Pilot, with the exception of any Metris fleet vehicles unavailable due to regular service or repair. Consultant 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.

Consultant 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 Pilot are kept clean, fully mechanically maintained, and service-ready.

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 Pilot drivers, Consultant shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources.

Smartphone App

Consultant shall work closely with the City to provide a co-branded Smartphone App. The ultimate 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 Pilot service. This platform will be the same one used to manage each Via service around the world. The Consultant 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

Consultant shall localize all infrastructure technology, including mapping and real-time routing systems, specifically for the Pilot, taking into account local geography and any algorithmic adjustments required in order to achieve system and service efficiency. Back-end operational systems, including those required for driver registration and supply monitoring, will be fully localized and maintained over the course of the Pilot.

Deliverables:

- Completion of Technology Localization & Back-end Systems Setup

Task 2.4 Driver Acquisition & On-Boarding

Consultant shall 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 Consultant 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

Task 2.5 Vehicle Delivery & Branding

Consultant shall coordinate the delivery and availability of a fleet of up to 10 Mercedes Metris vehicles such that these vehicles are ready to be driven by independent contractor drivers on the Initial Launch Date. Vehicle preparation will include successful completion of all relevant insurance, registration, licensure, and maintenance requirements. Metris vehicles will 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 branding design will be finalized in collaboration with the City, as further described in Task 4.2.

Deliverables:

- Metris fleet with custom co-branding

Task 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 will either (1) identify and subcontract with 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

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
- 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

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 Marketing Plan

Consultant shall work closely with the City to develop and refine a unified marketing and promotional program that increases community awareness of the Pilot, and maximizes its success for implementation by Consultant. As reasonable, the City will cooperate with

Consultant to promote the service and create local awareness and will support the Consultant'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.

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

- Initial collateral and branding development
- Vehicle wrapping/branding design
- Launch press and media campaign
- Rider acquisition campaigns
- Ongoing promotional campaigns
- Partnerships with key City stakeholders and community organizations

Deliverables:

- Final Marketing Plan, including branding guidelines

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. Performance Monitoring & Final Evaluation Report

Task 5.1 Ridership Data Reports

Ridership Data will be provided in the form of a dashboard either sent weekly via email or available online to provide a review of the service's performance across a number of dimensions, 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 Consultant shall ensure that Ridership Data is made available 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. Ridership Data shall be used to supplement progress updates provided by the Consultant during regular staff briefings. The Consultant will provide the City Project Manager with an overview of the format and content 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:

| 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) |
| 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, Consultant 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 Consultant.

Deliverables:

- Weekly Ridership Data reports

Task 5.2 Quarterly Performance Reports & Service Adaptation Plans

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 5.3 Performance Standards

Consultant and City will develop and mutually agree upon performance standards goals ahead of the Full Launch Date, which Consultant 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 Consultant and City. City acknowledges that changes to the area of service, hours of service or other relevant parameters of the Pilot 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 the Service Expansion Plan following the Initial Launch period.

Deliverables:

- Performance Goals & Standards Section in Service Expansion Plan
- Revised Performance Standards, as needed

Task 5.4 Final Evaluation Report

The 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

EXHIBIT C

SCHEDULE OF FEES

| Task | Fixed Fees | | Variable Monthly Fees | | | | | | | | Total Labor | Total Fees | |
|---------------|--|--|-----------------------|-----------------------------------|-----------------|-----------------|----------|------------------------|-----------------------------|-------------------|-------------|---------------|---------------|
| | Startup & Service Installation Fees* | Software Localization & Customization* | Materials | Purchased Transportation Services | Via Labor Hours | | | UCB Labor Hours | | | | | |
| | | | | | Field Manager | General Manager | Director | Principal Investigator | Assistant Research Engineer | Survey Researcher | | | |
| | | | | | \$ 32 | \$ 97 | \$ 146 | \$ 147 | \$ 100 | \$ 55 | | | |
| 1 | Project Management & Administration | \$ - | \$ - | \$ - | \$ - | 1200 | 386 | 30 | 0 | 0 | 0 | \$ 81,000.00 | \$ 81,000.00 |
| 2 | Preliminary Service Planning, Design & Preparation | \$ 32,000.00 | \$ 49,000.00 | \$ - | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 81,000.00 |
| 3 | Pilot Deployment & Operations | \$ - | \$ - | \$ - | \$ 461,000.00 | 90 | 50 | 5 | 0 | 0 | 0 | \$ 8,500.00 | \$ 469,500.00 |
| 4 | Marketing Plan & Implementation | \$ - | \$ - | \$ 2,500.00 | | 130 | 70 | 10 | 0 | 0 | 0 | \$ 12,500.00 | \$ 15,000.00 |
| 5 | Performance Monitoring & Final Evaluation Report | \$ - | \$ - | \$ 10,000.00 | \$ - | 130 | 80 | 10 | 150 | 170 | 200 | \$ 63,500.00 | \$ 73,500.00 |
| Totals | | \$ 32,000.00 | \$ 49,000.00 | \$ 12,500.00 | \$ 461,000.00 | 1550 | 586 | 55 | 150 | 170 | 200 | \$ 165,500.00 | \$ 720,000.00 |

* Fixed Fees shall be due and payable by the City to Consultant upon written Notice to Proceed (NTP).

EXHIBIT D

PASS THROUGH GRANT PROVISIONS

As a subrecipient of federal-aid funding through the SACOG Transportation Demand Management (TDM) Innovations Grant Program, the City is fully responsible for all work performed by its contractors and subcontractors and is subject to the terms and conditions listed below. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:

- (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, et seq., 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.