

**SECOND AMENDMENT TO AGREEMENT 317 BETWEEN  
THE CITY OF CUPERTINO AND NOMAD TRANSIT, LLC  
FOR ON-DEMAND SHUTTLE PILOT PROGRAM**

This Second Amendment to Agreement 317 between the City of Cupertino and Nomad Transit, LLC is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Nomad Transit, LLC, a Limited Liability Company ("Contractor") whose address is 160 Varick St, Floor 4, New York, NY 10013, and is made with reference to the following:

RECITALS:

- A. On August 20, 2019, Agreement 317 ("Agreement") was entered into by and between City and Contractor for On-Demand Shuttle Pilot Program .
- B. The City and The Contractor entered into a First Amendment for On-Demand Shuttle Pilot Program services ("First Amended Agreement") effective July 20<sup>th</sup>, 2021.
- C. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Paragraph 3.1 of the Agreement is modified to read as follows: This Agreement begins on the Effective Date and ends on June 30, 2023 ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on August 20, 2019 and shall end on June 30, 2023.
- 2. Paragraph 4.1 of the Agreement is modified to read as follows: Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$1,950,000.00 ("Contract Price"), based upon the scope of services in Exhibit A and the budget and rates included in Exhibit C, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.
- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

NOMAD TRANSIT, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By Alexander Lavoie  
Title Manager  
Date Sep 12, 2022

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

**EXPENDITURE DISTRIBUTION**

Item	PO Number	Amount
Original Agreement	2020-234	\$1,750,000.00
Amendment #1	Extending term to October 31,2022	
Amendment #2	Extending term to June 30, 2023	\$200,000.00
Total Agreement		\$1,950,000.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler Matt Murray 800 Main St Dubuque IA 52001	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 563-587-5000		<b>FAX (A/C, No):</b> 563-583-7339
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : Pacific Insurance Company, Limited			10046
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

**INSURED** VIATRAN-02  
 NoMad Transit, LLC  
 10 Crosby Street, Floor 2  
 New York NY 10013

**COVERAGES**

CERTIFICATE NUMBER: 2047118450

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91 YR3 OH8163	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Symbol 10 <input checked="" type="checkbox"/> Period 2 & 3			91 YR2 OH8165	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Period 1 Limits - Symbol 11 - Bodily injury (per person) Limit \$50,000, Bodily Injury (per accident) Limit \$100,000, Property Damage Limit \$30,000  
 Abuse/Molestation/Assault and Battery/Physical Altercation on the General Liability policy = \$1,000,000 Occurrence/Aggregate  
 The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are additional insured on the General Liability policy on a primary non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Cupertino  
 10300 Torre Avenue  
 Cupertino CA 95014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Blanket, as required per written contract executed prior to a loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

**Name Of Person Or Organization:**

Blanket, as required per written contract executed prior to a loss

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy that is shown in the **SCHEDULE** above, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

All other terms, conditions, and exclusions of the policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/14/2022

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<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Nomad Transit, LLC. 160 Varick Street 4th Floor New York NY 10013 USA	<b>INSURER A:</b> Lloyd's Syndicate No. 1969      AA1120106	
	<b>INSURER B:</b> United States Fire Insurance Co.      21113	
	<b>INSURER C:</b> Endurance American Specialty Ins Co.      41718	
	<b>INSURER D:</b> AIG Specialty Insurance Company      26883	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570094548174      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2100022 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE      \$6,000,000 AGGREGATE              \$6,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087419957	09/25/2021	09/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000	
D	cyber Liability			028429936	02/07/2022	02/07/2023	Cyber/EO Liability	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 There is a waiver of Subrogation in favor of The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers.

### CERTIFICATE HOLDER

### CANCELLATION

The City of Cupertino 10300 Torre Avenue Cupertino CA 95014 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570094548174





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Nomad Transit, LLC.	
POLICY NUMBER See Certificate Number: 570094548174			
CARRIER See Certificate Number: 570094548174	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Cyber Liab-XS			PRX30015976400	02/07/2022	02/07/2023	XS Cyber/E0 Liability	\$3,000,000
							Retention	\$100,000

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

#### SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
<p>ANY PERSON OR ORGANIZATION WITH WHOM OR WITH WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT TO WAIVE YOUR RIGHT OF RECOVERY AGAINST, PROVIDED SUCH WRITTEN CONTRACT:</p> <p>1. IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THIS POLICY; AND</p> <p>2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.</p> <p>THIS FORM ONLY APPLIES IN CA.</p>	<p>SEE WORDING UNDER PERSON OR ORGANIZATION</p>





TYSERS

71 Fenchurch Street  
London  
EC3M 4BS

Telephone: +44 (0)20 3037 8000

Fax: +44 (0)20 3037 8010

www.tysers.com

**CLAIMS MADE SEXUAL MISCONDUCT AND MOLESTATION INSURANCE**

Form: Tysers SafeGuard 2021 - primary

**Policy Number:** MR224153

**Unique Market Reference:** B0572MR224153

**Renewal of:** MR214153

**Named Insured:** City of Cupertino – Parks and Recreation Department,  
Public Works Department

**Principal Address:** 10300 Torre Avenue, Cupertino, CA 95014

**Policy Period:** From: 1<sup>st</sup> July 2022 To: 1<sup>st</sup> July 2023  
Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

**Limit of Liability:**

- a) USD 5,000,000 in the aggregate during the **policy period** for all **claims** brought by or on behalf of each **victim**, and
- b) USD 5,000,000 in the aggregate during the **policy period** for all **claims** brought by or on behalf of all **victims**  
and separately:
- c) USD 75,000 in the aggregate during the **policy period** for all **safeguard costs** resulting from all **circumstances**

Such Sub-limit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in 3.b) above.

**Retention:**

USD 35,000 any one Victim

**Optional Extension Period:** 12 months Additional premium of 100% of the annual premium plus applicable taxes, provided no **claims** and/or **circumstances** have been reported to the **insurance company**.

In the event any **claims** and/or **circumstances** have been reported to the **insurance company**, the additional premium for the 12 month **optional extension period** will be determined by the **insurance company** at the time this Policy is not renewed or replaced by the **insurance company**

**Premium:**

USD 34,650 to be paid within 25 days of attachment

**Notification pursuant to Clause IX. shall be given to:**

Beazley Group  
Attn: Claims Group  
30 Batterson Park Road  
Farmington, CT 06032  
[claims@beazley.com](mailto:claims@beazley.com)

or

**Other Notices:**

To report a **circumstance** under the Safeguard Additional Coverage,  
Call +1 844 285 4700 where a service representative will be available 24 hours a day,  
seven days a week

**Retroactive Date:**

1<sup>st</sup> July 2018

**Pending or Prior Litigation Date:**

1<sup>st</sup> July 2018

**Service of Suit:**

Service of process in any suit shall be made upon:  
Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-

**Governing Law:**

New York

**Conditions:**

Application Dated: TBA  
California Surplus Lines Notice 1 - [LMA9098B](#)  
California Complaints Notice - [LMA9136A](#)  
Small Additional or Return Premiums Clause (U.S.A.) - [NMA 1168](#)  
Nuclear Incident Exclusion Clause-Liability-Direct - [NMA 1256](#)  
Radioactive Contamination Exclusion Clause-Liability - [NMA 1477](#)  
War and Terrorism Exclusion - [NMA 2918](#)  
US Terrorism Risk Insurance Act of 2002 as amended New & Renewal  
Business Endorsement - [LMA5389](#)  
Several Liability Notice - [LSW1001](#)  
Sanctions Limits Clause - [LMA 3100](#)  
[Tysers SafeGuard 2021 - Risk Management Response Solutions](#)  
[Cyber Acts Clarification](#)

**U.S Classification:**

Surplus Lines Broker and State filed in: Risk Placement Services, 2850 Golf Road,  
Rolling Meadows, IL 60008  
License Number: 0C66724

**State of Filing:**

California

**Subject to:**

1) Satisfactory second signature on the Renewal App

All subjectivities to be received within 7 working days of binding otherwise Underwriters reserve the right to amend terms or cancel ab initio.

**Brokerage:** 17.5% or same net equivalent downwards, plus taxes as applicable

**Information:** Employees – 294 Contractors – 70  
Exposure Units – 97,000  
Nature of Business – Municipality

Cancellation by an Insured may result in a short rate calculation to determine the return premium, subject to 5% minimum earned of the total premium.

**Underwriting**

**Security:** 100% Lloyd's (Information about Lloyds)

**AMENDMENT NO. 1**  
**to the**  
**PROFESSIONAL/CONSULTING SERVICES AGREEMENT**  
**between the**  
**CITY OF CUPERTINO**  
**and**  
**NOMAD TRANSIT LLC**  
**July 20, 2021**

This Amendment No. 1 to the Professional/Consulting Services Agreement between the City of Cupertino ("the City") and NoMad Transit LLC ("Contractor"), hereinafter the "Parties," dated August 20, 2019 (the "Existing Contract"), is made and entered into this 20th day of July, 2021. Except as expressly amended herein, the Existing Contract is in full force and effect.

**RECITALS**

**WHEREAS**, the City and Contractor entered into the Existing Contract, effective as of August 20, 2019 for the Cupertino On-Demand Shuttle Pilot Program ("Shuttle Program");

**WHEREAS**, the City and Contractor entered into a Temporary Covid-19 Suspension Service Order to pause operations of the Shuttle Program, effective August 23, 2020, due to the continued public health emergency associated with the Covid-19 pandemic;

**WHEREAS**, in light of the current state of the public health emergency associated with the Covid-19 pandemic, the Parties have determined that the Temporary Covid-19 Suspension Service Order should terminate on September 1, 2021 and the Shuttle Program will resume operations on that date ("Relaunch");

**WHEREAS**, the Contractor has informed the City that it intends to ensure that the Shuttle Program will come within and comply fully with California law, including as modified by Proposition 22;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by Parties hereto to amend the Existing Contract as set forth below.

**1. TIME OF PERFORMANCE (Section 3):**

Section 3.1 shall be revised to read as follows: "This Agreement begins on the Effective Date and ends on October 31, 2022 ("Contract Time"), unless terminated earlier as provided herein. In addition, one 3-month contract extension will be allowed upon mutual agreement by the Contractor and the City, which would extend the contract end date to January 31, 2023. Contractor's Services shall begin on August 20, 2019 and shall end on October 31, 2022 or January 31, 2023 if the optional extension is approved by both parties. This extension of the Time of Performance shall not increase the total "not to exceed" value of this Agreement (\$1,750,000), stated in Section 4 below."

**2. OPTIONAL COVID-19 SUSPENSION ORDER**

1. Should there be mutual agreement to temporarily suspend service in light of limited ridership due to the ongoing Covid-19 public health crisis, Via will undertake necessary action to implement a temporary service suspension. This will include, but is not limited to, removing Via-Cupertino branding from vans, returning vans to their lessor, and communicating to customers the suspension of the service. Via will undertake all necessary actions to resume operation of the service upon the City's written request no fewer than eight (8) calendar weeks prior to the City's desired restart date. These actions will include acquiring new service vehicles, applying service branding to the new vehicles, re-training driver partners, and communicating to riders the resumption of service. Upon the resumption of service, Via will continue to operate the Via-Cupertino service for the remainder of this contract.
2. Customer shall pay to Via the following fee in the event of a temporary service suspension:

<b>Invoicing Terms</b>
\$3,125 per month

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Via will invoice the City for the first payment after the initiation of the suspension order. During such time as the Via-Cupertino service remains suspended under this Suspension Order, Via shall not invoice the City any additional fees as stated in the Agreement.

**3. INDEMNIFICATION; LIMITATION OF LIABILITY (Section 11):**

Section 11.1 shall be revised by adding a new clause (f), which shall read as follows: "(f) Any violation of labor and/or employment laws, including claims based, in full or in part, on a theory of joint employer liability. This indemnity shall include any claims made by anyone, including drivers and independent contractors, who perform any work in connection with the Shuttle Program."

A new Section 11.6 is added which shall read as follows: "The indemnification specified in Section 11.1(f) shall survive termination or closeout of the Agreement or final payment and is in addition to any other rights or remedies that City may have under the law or under the Agreement."

**4. COMPLIANCE WITH LABOR LAWS (Section 13.2):**

Section 13.2 shall be revised by adding the following text at the end: "Contractor is also responsible for ensuring the Shuttle Program is operated in compliance with all applicable labor laws, including but not limited to, Proposition 22."

**5. EXHIBIT C – FEES:**

1. The first paragraph of Exhibit C and the pricing table thereto shall be deleted in their entirety and replaced with the following:

"The table below outlines the payment structure, in which Cupertino would be charged on a per driver hour and price per service hours basis. The total contract value shall not exceed

\$1,750,000. Contractor has proposed these fees in response to the passage of Proposition 22, reasoning that the new law requires the provision of new mandatory protections and benefits to drivers, and promotes customer and public safety through additional safety-related procedures. Contractor's interpretation of Proposition 22 is that such benefits and protections provided to drivers include, *inter alia*, guaranteed minimum earnings, eligibility for healthcare contributions, additional loss and liability insurance protections, and implementation of additional safety training. The fees detailed in the Amended Contract column below reflect changes in fees Contractor has proposed in connection with its planned implementation of and compliance with Proposition 22."

City of Cupertino Total Contract Value - Amended for Prop 22						
	Original Contract (From Launch 10/28/2019 - 11/30/2020) Before Prop 22 Adjustments			Amended Contract (From 12/01/2020 - 10/31/2022) After Prop 22 Adjustments		
	Price per Driver Hour	Price per Customer Service Hour	Total Estimated Cost	Price per Driver Hour	Price per Customer Service Hour	Total Estimated Cost
Fixed (Upfront) Costs	N/A	N/A	\$122,200	N/A	N/A	\$0
<b>Total Upfront Cost</b>			<b>\$122,200</b>			<b>\$0</b>
<b>Total Cost per Driver Hour</b>	<b>\$35.83</b>		<b>\$329,529</b>	<b>\$42.78</b>		<b>\$1,044,516</b>
<b>Total Cost per Customer Service Hour</b>		<b>\$25.00</b>	<b>\$83,739</b>		<b>\$25.00</b>	<b>\$98,000</b>
Other Adjustments (Outage Credits, Driver Tips, and Suspension Costs)			\$23,511			\$4,950
<b>Total Estimated Cost to City of Cupertino</b>			<b>\$558,979</b>			<b>\$1,147,467</b>

Total Not-to-Exceed Amount for 18-Month Original Contract + 14-Month Extension (Unchanged from Original Contract)	\$1,750,000
---	-------------

Note: Pricing excludes all taxes (e.g. Access for All fees), which are to be passed through as incurred.

Driver Hours & Service Hours Summary:

Total Implied Driver Hours	9,197	24,416
Total Implied Service Hours	3,350	3,920

2. The subsection "Monthly Fees" shall be replaced with the following text:

**Monthly Fees**

Cupertino shall pay the following fees, to be invoiced monthly by Contractor, starting upon Relaunch:

- \$42.78 per driver hour
- \$25.00 per service hour

This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 as of the date herein set forth.

**CITY OF CUPERTINO**

By: Greg Larson  
 Greg Larson, Interim City Manager

**NOMAD TRANSIT LLC**

By: Erin Abrams  
 Erin Abrams, Manager

APPROVED AS TO FORM

By: Christopher D. Jensen  
Christopher Jensen, City Attorney

ATTEST:

By: Kirsten Squarcia  
Kirsten Squarcia, City Clerk









# A - Draft Contract Amendment.

Final Audit Report

2021-07-08

Created:	2021-07-07
By:	Julia Kinst (juliak@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3unam2QhpK9PaFAyYFIRrJmmQI75MG_X

## "A - Draft Contract Amendment." History

-  Document created by Julia Kinst (juliak@cupertino.org)  
2021-07-07 - 8:33:34 PM GMT- IP address: 216.198.111.214
-  Document emailed to Jennifer Thompson (jennifer.thompson@ridewithvia.com) for approval  
2021-07-07 - 8:37:17 PM GMT
-  Email viewed by Jennifer Thompson (jennifer.thompson@ridewithvia.com)  
2021-07-07 - 8:43:39 PM GMT- IP address: 66.249.84.241
-  Document approved by Jennifer Thompson (jennifer.thompson@ridewithvia.com)  
Approval Date: 2021-07-08 - 6:54:18 PM GMT - Time Source: server- IP address: 208.184.154.83
-  Document emailed to Erin Abrams (erin@ridewithvia.com) for signature  
2021-07-08 - 6:54:21 PM GMT
-  Email viewed by Erin Abrams (erin@ridewithvia.com)  
2021-07-08 - 6:54:23 PM GMT- IP address: 66.249.92.197
-  Document e-signed by Erin Abrams (erin@ridewithvia.com)  
Signature Date: 2021-07-08 - 10:41:09 PM GMT - Time Source: server- IP address: 100.38.155.48
-  Agreement completed.  
2021-07-08 - 10:41:09 PM GMT







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler Matt Murray 800 Main St Dubuque IA 52001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 563-587-5000		FAX (A/C, No): 563-583-7339
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Pacific Insurance Company, Limited	10046
<b>INSURED</b> NoMad Transit, LLC 10 Crosby Street, Floor 2 New York NY 10013	VIATRAN-02	<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1472165377

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91 YR3 OH8163	9/15/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> Symbol 10 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Period 2 & 3			91 YR2 OH8165	9/15/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Period 1 Limits - Bodily injury (per person) Limit \$50,000, Bodily Injury (per accident) Limit \$100,000, Property Damage Limit \$30,000 - Symbol 11

Abuse/Molestation/Assault and Battery/Physical Altercation on the General Liability policy = \$1,000,000 Occurrence/Aggregate

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are additional insured on the General Liability policy on a primary non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Cupertino 10300 Torre Avenue Cupertino CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**  
Blanket, as required per written contract executed prior to a loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
**SCHEDULE**

**Name Of Person Or Organization:**

Blanket, as required per written contract executed prior to a loss

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy that is shown in the **SCHEDULE** above, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

All other terms, conditions, and exclusions of the policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/01/2021

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<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Nomad Transit, LLC. 160 Varick Street 4th Floor New York NY 10013 USA	<b>INSURER A:</b> United States Fire Insurance Co.      21113	
	<b>INSURER B:</b> Lloyd's Syndicate No. 1969      AA1120106	
	<b>INSURER C:</b> Endurance Assurance Corporation      11551	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570088264544      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2000022 SIR applies per policy terms & conditions	09/15/2020	09/15/2021	EACH OCCURRENCE      \$6,000,000 AGGREGATE              \$6,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4087398834	09/25/2020	09/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE    \$1,000,000 E.L. DISEASE-POLICY LIMIT    \$1,000,000
C	<b>E&amp;O-Technology</b>			PRO30003504100	01/31/2021	01/31/2022	E&O Technology      \$5,000,000 Cyber Liability      \$5,000,000 Retention              \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Nomad Transit LLC is a no-employee entity, which is why workers' comp. Coverage is not evidenced on this certificate. workers' comp coverage is held at the parent company level by Via Transportation, Inc. The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  The City of Cupertino 10300 Torre Avenue Cupertino CA 95014 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570088264544





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/01/2021

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<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Nomad Transit, LLC. 160 Varick Street 4th Floor New York NY 10013 USA	INSURER A: United States Fire Insurance Co.      21113	
	INSURER B: Lloyd's Syndicate No. 1969      AA1120106	
	INSURER C: Endurance Assurance Corporation      11551	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570088264544      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2000022 SIR applies per policy terms & conditions	09/15/2020	09/15/2021	EACH OCCURRENCE      \$6,000,000 AGGREGATE              \$6,000,000	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087398834	09/25/2020	09/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000	
C	E&O-Technology			PRO30003504100	01/31/2021	01/31/2022	E&O Technology      \$5,000,000 Cyber Liability      \$5,000,000 Retention              \$100,000	

Certificate No : 570088264544

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Nomad Transit LLC is a no-employee entity, which is why workers' comp. Coverage is not evidenced on this certificate. workers' comp coverage is held at the parent company level by Via Transportation, Inc. The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
The City of Cupertino 10300 Torre Avenue Cupertino CA 95014 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>



Workers Compensation And Employers Liability

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date 03-08-21      Policy No. 4087398834      Endorsement No. 001  
Insured Name VIA TRANSPORTATION, INC; NOMAD      Premium \$ 1,505.00  
Policy Effective Date: 09-25-2020  
Insurance Company UNITED STATES FIRE INSURANCE COMPANY  
NCCI Carrier Code: 12777      Countersigned By

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Workers Compensation And Employers Liability Insurance Policy**

THE POLICY IS AMENDED AS FOLLOWS:  
ENDORSEMENT #1

THE INSURED NAME HAS BEEN CHANGED

FROM: VIA TRANSPORTATION, INC  
NOMAD TRANSIT LLC

TO: VIA TRANSPORTATION, INC; NOMAD TRANSIT LLC; REMIX TECHNOLOGIES,  
LLC

THE FOLLOWING CLASS CODE IS ADDED TO THIS POLICY:  
STATE: CALIFORNIA      RATING GROUP: 0001-03  
CLASS CODE: 8810 (CLERICAL OFFICE EMPLOYEES)  
ANNUAL PREMIUM BASIS: \$680,803.00      PRO RATA FACTOR: 0.551  
RATE: .37      ANNUAL CLASSIFICATION PREMIUM: \$2,519.00

THE FOLLOWING RATING PLAN IS AMENDED:  
EMPL MINIMUM DIFFERENCE(9848)      STATE: CA      AMOUNT: \$93.00 TO  
\$62.00

THE FOLLOWING RATING PLAN IS ADDED TO THIS POLICY:  
PREMIUM DISCOUNT(0064)      STATE: CA      RATE: 1.10%

THE FOLLOWING ENTITY NAME(S) HAVE BEEN ADDED:  
REMIX TECHNOLOGIES, LLC

THE FOLLOWING LOCATION OF OPERATION ADDRESS HAS BEEN ADDED:  
LOC NO 3      NAME: REMIX TECHNOLOGIES, LLC  
ADDRESS: 1128 HOWARD STREET  
SAN FRANCISCO, CA 94103      FEIN: 861886934      U/I:

Policy # **4087398834**

Endorsement # **001**

**GENERAL CHANGE ENDORSEMENT (continued)**

THE FOLLOWING FORM(S) HAS BEEN ADDED:

WC000406           07-84           PREMIUM DISCOUNT ENDT  
WC 00 04 22 C      01-21           TERRORISM RISK PGM REAUTH ACT DISCL ENDT

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

WC 04 03 06           04-84           CA WAIVER OF OUR RIGHT TO RECOVER

THE FOLLOWING FORM(S) HAS BEEN DELETED:

WC 00 04 22 B      01-15           TERRORISM RISK PGM REAUTH ACT DISCL ENDT

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**SCHEDULE**

		<b>ESTIMATED ELIGIBLE PREMIUM \$</b>			<b>7,237</b>
<b>1. STATE</b>		<b>FIRST \$5,000</b>	<b>NEXT \$95,000</b>	<b>NEXT \$400,000</b>	<b>BALANCE</b>
CA	0	.035	.05	.07	

- 2. **AVERAGE PERCENTAGE DISCOUNT: 1.10 %**
- 3. **OTHER POLICIES:**

4. If there are no entries in Items 1, 2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-08-21      Policy No. 4087398834      Endorsement No. 001

Insured VIA **TRANSPORTATION, INC; NOMAD**      Premium \$ **INCL.**

Insurance Company **UNITED STATES FIRE INSURANCE COMPANY**

Countersigned By \_\_\_\_\_



**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

State	Rate	Premium
CA	.03	\$555

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-08-21	Policy No. 4087398834	Endorsement No. 001
Insured VIA TRANSPORTATION, INC; NOMAD TRANSIT LLC; REMIX TECHNOLOGIES, LLC		Premium \$ INCL.
Insurance Company UNITED STATES FIRE INSURANCE COMPANY		

Countersigned By \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

ANY PERSON OR ORGANIZATION WITH WHOM OR WITH WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT TO WAIVE YOUR RIGHT OF RECOVERY AGAINST, PROVIDED SUCH WRITTEN CONTRACT:

- 1. IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THIS POLICY; AND
  - 2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.
- THIS FORM ONLY APPLIES IN CA.

**JOB DESCRIPTION**

SEE WORDING UNDER PERSON OR ORGANIZATION

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **2** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

<p><b>PERSON OR ORGANIZATION</b>                  ANY PERSON OR ORGANIZATION LISTED UNDER THE JOB DESCRIPTION WITH WHOM OR WITH WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT TO WAIVE YOUR RIGHT OF RECOVERY AGAINST, PROVIDED SUCH WRITTEN CONTRACT:</p> <p>1. IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THIS POLICY; AND</p> <p>2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.</p>	<p><b>JOB DESCRIPTION</b>                  NAME OF PERSON OR ORGANIZATION:                  ALAMEDA-CONTRA COSTA TRANSIT DISTRICT                  LOCATION OF JOB: OAKLAND, CA                  CONTRACT OR PROJECT #: CONTRACT 2021-1548                  DATES OF WORK TO BE PERFORMED:                  3/8/2021 TO 2/29/24</p>
--	---

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-08-21      Policy No. 4087398834      Endorsement No. 001

Insured VIA TRANSPORTATION, INC; NOMAD      Premium \$ INCL.

Insurance Company UNITED STATES FIRE INSURANCE COMPANY

Countersigned By \_\_\_\_\_



## Confirmation of Coverage

Dear: Esther Ceballos, Bolton & Company - Pasadena

Date: Jul 13, 2021

Attached please find (Carrier/Mkt Co) quotation RPS has secured on your behalf for the above mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

**Insured:** City of Cupertino DBA: Department of Recreation and Community Services, **RPS Reference #:** BK1366362A  
Public Works Department

**Mailing Address:** 10185 N. Stelling Road, Cupertino, CA95014

**Carrier:** Underwriters at Lloyd's, London / Non-Admitted

AM Best Rating: A XV

**Policy Number:** MR214153

**Policy Period:** 7/1/2021 to 7/1/2022

**Coverage:** Special Casualty - Sexual Misconduct

**Limit:** per Carrier terms attached

<b>Policy Premium:</b>	\$31,500.00	
<b>Taxes:</b>	\$1,023.75	(tax state Surplus Tax/Fee)
<b>Fees:</b>		(if any are fully earned)
<b>TRIA:</b>		<b>Status:</b>
<b>TOTAL:</b>	\$32,523.75	

**Commission %:**

**Minimum Earned Premium:** 5%

**Home State:** CA

**The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.**

**Conditions/ Subjectivities:** per Carrier terms attached

Please see attached company quote for complete limits, terms, conditions, and exclusions.

**Please note:**

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state.

If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,  
Shawn McCall  
Risk Placement Services, Inc. - PNP  
Phone: 630-773-3800  
Email: [shawn\\_mccall@rpsins.com](mailto:shawn_mccall@rpsins.com)



TYSERS

71 Fenchurch Street  
London  
EC3M 4BS

Telephone: +44 (0)20 3037 8000

Fax: +44 (0)20 3037 8010

www.tysers.com

**CLAIMS MADE SEXUAL MISCONDUCT AND MOLESTATION INSURANCE**

**Form:** SML Safeguard Wording - 623AFB00213

**Policy Number:** TBA

**Renewal of:** MR204153

**Named Insured:** City of Cupertino – Parks and Recreation Department,  
Public Works Department

**Principal Address:** 10300 Torre Avenue, Cupertino, CA 95014

**Policy Period:** From: 1<sup>st</sup> July 2021 To: 1<sup>st</sup> July 2022  
Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

**Limit of Liability:**

- a) USD 5,000,000 for all **Claims** for **Wrongful Acts** against any one **Victim**
- b) USD 5,000,000 for all **Claims** for **Wrongful Acts** against all **Victims**, but sub-limited to:
- c) USD 50,000 for all **Safeguard Costs** resulting from all **Circumstances**

Such Sub-limit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in 3.b) above.

**Retention:**

USD 35,000 any one Victim

**Premium:**

USD 31,500

**Notification pursuant to Clause IX. shall be given to:**

Claims Department Beazley  
30 Batterson Park Road,  
Farmington,  
CT 06032.  
[claims@beazley.com](mailto:claims@beazley.com)  
(860) 677 3765 (phone)  
(860) 679 0247 (fax)

**Retroactive Date:**

1<sup>st</sup> July 2018

**Pending or Prior Litigation Date:**

1<sup>st</sup> July 2018

**Service of Suit:**

Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-

**Choice of Law:**

New York

**Conditions:**

Application Dated: TBA  
California Surplus Lines Notice 1- LMA9098A  
California Complaints Notice - LMA9136A  
Small Additional or Return Premiums Clause (U.S.A.) – NMA 1168  
Nuclear Incident Exclusion Clause-Liability-Direct – NMA 1256  
Radioactive Contamination Exclusion Clause-Liability - NMA 1477  
War and Terrorism Exclusion – NMA 2918  
Several Liability Notice – LSW1001  
Sanctions Limits Clause - LMA 3100  
Beazley Safeguard Education Document  
Tysers Safeguard Enhancement Endorsement  
Cyber Acts Clarification  
Amended Definition of Independent Contractor Endorsement – as attached

**U.S Classification:**

Surplus Lines Broker and State filed in: Risk Placement Services, 2850 Golf Road,  
Rolling Meadows, IL 60008  
License Number: 0C66724

**State of Filing:**

CA

**Subject to:**

- 1) Renewal application to be resigned and dated within 30 days of inception
- 2) Confirmation of the Surplus Lines Broker. Including name of individual, company name, address and license number.

All subjectivities to be received within 7 working days of binding otherwise Underwriters reserve the right to amend terms or cancel ab initio.

**Brokerage:** 20% or same net equivalent downwards, plus taxes as applicable

**Information:** Employees – 294                      Independent Contractors -70  
Exposure Units – 97,000  
Nature of Business – Municipality

Cancellation by an Insured may result in a short rate calculation to determine the return premium, subject to 5% minimum earned of the total premium.





## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. PARTIES

This Agreement is made and entered into as of August 20, 2019 (“Effective Date”) by and between the City of Cupertino, a municipal corporation (“City”), and Nomad Transit, LLC (“Contractor”), a Delaware Limited Liability Company and a wholly owned subsidiary of Via Transportation, Inc. for the Cupertino 18-Month On-Demand Shuttle Pilot Program.

### 2. SERVICES

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**.

### 3. TIME OF PERFORMANCE

**3.1** This Agreement begins on the Effective Date and ends on August 20, 2021 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on August 20, 2019 and shall end on August 20, 2021.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

### 4. COMPENSATION

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$1,750,000.00 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Unless otherwise specified in the scope of services, monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

## 5. INDEPENDENT CONTRACTOR

**5.1 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation or other benefits from the City.

**5.2 Contractor's Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**5.3 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License.

**5.4 Subcontractors.** Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**5.5 Tools, Materials and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**5.6 Payment of Taxes.** Contractor must pay income taxes on the money earned under this Agreement. Upon City's request, Contractor will provide proof of payment and will indemnify City for violations pursuant to the indemnification provision of this Agreement.

## 6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## 7. OWNERSHIP OF MATERIALS

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor specifically for the City in connection with this Agreement will be the exclusive property of the City and shall not be shown to any third-party without prior written approval of City. For the avoidance of doubt, no intellectual property will be conceived, created or furnished under this Agreement, and all rights in, to and under Contractor's proprietary on-demand transit solution (the "Via Solution") shall remain the exclusive property of the Contractor. Contractor shall grant to the City all rights necessary to receive the benefit of the Via Solution during the term of the Agreement.

**7.2 Copyright.** To the extent permitted by Title 17 of U.S. Code, all Work Product arising out of this Agreement is considered “works for hire” and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City’s written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

## **8. RECORDS**

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor’s performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four years from the date of City’s final payment.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly without prior written consent of City. Any attempt to do so will be null and void. Notwithstanding the foregoing, Contractor may assign its right without such consent to (a) one of its subsidiaries or affiliates or (b) to an entity that acquires all or substantially all of the business or assets of Contractor, whether by merger, reorganization, acquisition, sale, or otherwise. Should the events in (a) or (b) occur, Contractor shall provide notice to the City no later than thirty (30) days after the occurrence of such event.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City’s contributions in making the project possible. The words “City of Cupertino” will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

Select one

## **11. INDEMNIFICATION; LIMITATION OF LIABILITY**

**11.1** To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs and expenses (including attorney fees, legal costs and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations or warranties;
- (b) Negligent or willful acts or omissions committed by Contractor during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim, in accordance with California Public Contract Code Section 9201. At City's request, Contractor will assist City in the defense of a claim, dispute or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

**11.4.** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

**11.5.** Contractor's total liability arising out of this Agreement shall be limited to the greater of (a) Contractor's total applicable insurance coverage and (b) ten million dollars (\$10,000,000).

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

### 13. COMPLIANCE WITH LAWS

**13.1 General Laws.** Contractor shall comply with all local, state and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS) or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777 and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

### 14. PROJECT COORDINATION

**City Project Manager.** The City assigns Chris Corrao, Senior Transit and Transportation Planner, as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns Valentina Titium as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of

Select one

Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

**15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

**16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time, provided City gives Contractor at least ninety (90) days' written notice of the termination.

Notwithstanding the above, in the event Contractor fails or refuses to perform any of the provisions of this Agreement, Contractor shall be deemed in default in the performance of this Agreement. If Contractor fails to cure the default within the time and in the manner required by a written notice of default from City, in addition to any other remedies available to the City by law, the City may terminate the Agreement by giving Contractor written notice thereof, which shall be effective immediately.

Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

**17. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between the main Agreement and the attachments or exhibits thereto, the text of the main Agreement shall prevail.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law and Attorney Fees, shall survive the Agreement and remain in full force and effect.

**26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

---

Select one

To City of Cupertino Select Address	To Contractor: <u>160 varick Street, Floor 4</u> <u>New York, NY 10013</u>
Attention: _____	Attention: <u>Legal</u>
Email: _____	Email: <u>legal-nyc@ridewithvia.com</u>

**27. VALIDITY OF CONTRACT**

This Agreement is valid and enforceable only if (a) it complies with the purchasing and contract provisions of Cupertino Municipal Code Chapters 3.22 and 3.23, as amended from time to time, (b) is signed by the City Manager or an authorized designee, and (c) is approved for form by the City Attorney's Office.

**28. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**CONTRACTOR**

**CITY OF CUPERTINO**  
A Municipal Corporation

By Erin Abrams  
DocuSigned by:  
F89ED85082754FA...  
 Name Erin Abrams  
 Title Manager  
 Date 8/10/2019  
 Tax I.D. No.: 37-1782964

By [Signature]  
 Name Deborah L. Feng  
 Title City Manager  
 Date 9.10.19

**APPROVED AS TO FORM:**

[Signature]  
 HEATHER M. MINNER  
 Cupertino City Attorney

Select one



ATTEST:

  
\_\_\_\_\_  
GRACE SCHMIDT  
City Clerk 9-10-19

1145241.1

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Select one

**EXHIBIT A**  
SCOPE OF WORK

**City of Cupertino On-Demand Community Shuttle  
18-Month Pilot Program**

The City of Cupertino On-Demand Community Shuttle pilot program is an 18-month pilot program to test on-demand transit service in the City of Cupertino. The pilot program is an opportunity to study and evaluate the performance of the service based upon overall ridership, user feedback, synergies with other existing transit services, and other civic, social and environmental impacts.

The Consultant will leverage proprietary technology to assist in the design, deployment, operations, maintenance, marketing and evaluation of an on-demand transit service in Cupertino, CA. The Pilot service will be flexible, dynamically adapting to and responding to demand in real-time, using optimized routes to maximize the number of passengers per-vehicle and per-trip. Regular performance monitoring and data reporting will be used to assess operations and allow for mutually agreed upon adjustments to the service at any time during the Pilot to increase awareness, ridership, and/or accommodate new or shifting demand.

**Duration:** The anticipated launch of the 18-month Pilot is Fall 2019, with the actual launch date contingent upon the timing of the Cupertino City Council authorization of the agreement for services. After a launch date has been mutually agreed upon by the Consultant and the City, dates referenced in this scope of work, including data sharing, launch timing, etc., will be based upon the set "Launch Date."

**Geographic Coverage:** The geographic area includes all areas within the City of Cupertino, including areas shown in Exhibit C outside of the City boundary, including the Sunnyvale Caltrain station and other areas mutually agreed upon by the Consultant and the City.

**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 Subcontract 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 significant 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) weeks leading up to, and for 4 weeks following, the 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**

The Consultant shall submit to the City Project Manager invoices monthly on or around the 20th of each month to include expenses for the preceding month, with the billing period beginning and ending in the same calendar month. Invoices shall have supporting documentation that includes a list of hours by day by Driver Partner ID with the associated applicable rate as well as a schedule showing the operating hours for the month.

#### ***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 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 primary point of contact with the City Project Manager on an ongoing basis. The Consultant shall oversee subconsultant activities and will ensure that any subcontracted staff performing tasks have the appropriate skill levels and credentials. For the avoidance of doubt, independent contractor driver partners shall not be deemed "subcontractors" for the purposes of Section 5 of the Agreement.

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 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 for the 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 regarding 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 ensure the project team includes 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 Launch Date 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 the 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 Consultant's performance.

Over the course of the project, decisions to change key parameters will be made collaboratively, and Consultant will work with the City to continuously adjust and optimize the system's features and settings in order to ensure 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 Launch Date based on additional data or new information collected. Any changes to the Pilot Service Parameters will be subject to mutual agreement by the City and Consultant.

## **Baseline Service Parameters**

### **Coverage Area**

At Full Launch, the Pilot will include the entire City, including areas mutually agreed upon outside of the City limits, including Kaiser-Permanente Santa Clara, West Valley Medical Center (PAMF), Sunnyvale Caltrain, and potentially one additional medical center, to be agreed upon mutually by the City and Consultant. Areas deemed inaccessible, including gated areas, are excluded from the service area. The launch of the system must serve the entire service area, however the Consultant may gradually deploy vehicles to balance efficient coverage with quality of service as data is gathered in order to fine-tune deployment elements as ridership grows.

### **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 select the "Wheelchair accessibility" option within their profile 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 would 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 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 rider

ordering and tracking). The Consultant will provide as a feature of the Pilot service a phone number and a dedicated dispatcher 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 Launch Date.

### **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. The Consultant estimates the Pilot service will operate from 6am – 8pm Monday – Friday, and 9am-5pm Saturdays, subject to change based on demand data gathered during the initial launch period 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 the 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.

### **Fare Structure**

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

Regular Fare (per trip): \$5.00, with the option to reduce post launch as low as \$2, as it relates to demand generation and rider acquisition tactics and targets.

Rider +friends (additional riders added onto a users' trip request): Half the regular per trip fare per-person, up to a maximum of four (4) riders under one (1) reservation.

Weekly ViaPass: Set price per week, starting the first day of the first trip used. Offers up to a set number of trips per-day, each operational day of the week.

Senior/Disabled Pass (ages 65 and over)/Low-income/De Anza College students discounted rate passes: Riders who are eligible for and submit necessary documentation to receive this discount shall receive 50% off all standard fares, including Weekly ViaPass.

Consultant will work with City staff to determine appropriate fares for mutually agreed-upon out of zone destinations, listed in Cupertino Service Area Map, Exhibit C.

Consultant will work with City staff on developing additional fare packages, such as a monthly pass, and other ways to maximize fare-box recovery and increase ridership.

The City will be responsible for verifying whether riders qualify for discounted fares. The City will identify simple methods of verification, such as student ID's for the student fare, or cards demonstrating that riders qualify for existing low-income programs to simplify the verification process to the maximum extent feasible.

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 to the base ride cost range described above.

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

#### **Fleet/Vehicles**

Dedicated vehicles will be offered by the Consultant's chosen third party vehicle provider ("Vehicle Provider") to Driver Partners on a rental basis. The Vehicle Provider will offer a fleet of up to ten (10) branded, licensed and insured vehicles ("Fleet Vehicles"), all of which can fit a minimum of 6 passengers and as many as two bicycles. The Fleet Vehicles shall include one Wheelchair Accessible Vehicle (WAV) (approximately 10% of the total Fleet Vehicles) to be made available to independent contractor Driver Partners, who will be able to gain access to these vehicles after being registered onto the Platform. Consultant will ensure Vehicle Provider keeps vehicles clean and maintained in a preventive maintenance program for vehicles used in this pilot program. For the avoidance of doubt, the Vehicle Provider shall not be deemed a "subcontractor" for the purposes of Section 5 of the Agreement.

#### **Drivers**

Qualified and accredited independent contractor drivers will be able to gain access to the Fleet Vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily slots or longer periods of work. Consultant shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources. Consultant shall ensure drivers are aware of the pilot program and can articulate to riders pilot program basics, including how to get additional program information. For the avoidance of doubt, independent contractor driver partners shall not be deemed "subcontractors" for the purposes of Section 5 of the Agreement.

#### **Smartphone App**

Consultant shall work closely with the City to provide a co-branded splash page in the Via 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 administrative 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 in real time aggregates riders travelling from multiple origins to multiple destinations efficiently, while optimizing the balance between vehicle utilization fleet-wide and a high 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. In order to serve those users who do not have a smartphone or may require additional technology assistance, the Consultant shall provide the option for account creation by phone for at least 10 hours per week (pre-set hours to be determined as part of launch planning). Should Via have the capacity for web-based booking, it shall be made available as an option to the City at no additional cost.

#### ***Deliverables:***

Final Launch Plan

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 surrounding areas if possible and shall verify that drivers possess all data and documentation to satisfy Via's standards as well as local and State requirements. Independent contractor drivers will go through registration, which includes an introduction to Via's system, customer service expectations, 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 to drive on the Via platform

### **Task 2.5 Vehicle Delivery & Branding**



Vehicle Provider shall coordinate the delivery and availability of a fleet of up to ten (10) Fleet Vehicles vehicles such that these vehicles are ready to be driven by independent contractor drivers on the Launch Date. Vehicle preparation will include successful completion of all relevant insurance, registration, licensure, and maintenance requirements. Fleet Vehicles will have custom co-branding in the form of vehicle decals or wrapping as to be easily recognizable to users of the service. Vehicle branding design will be finalized in collaboration with the City.

***Deliverables:***

*Vehicle Fleet* with custom co-branding

**Task 2.6 WAV Service**

The Pilot Wheelchair Accessible Vehicle (WAV) service shall satisfy 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) ensure Vehicle Provider provides dedicated WAV to be used for the Pilot or (2) identify and subcontract with wheelchair accessible vehicle (WAV) providers who have personnel that are trained to operate vehicles and equipment safety and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities. 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 service

**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., Santa Clara Valley Transportation Authority, neighboring cities of Cupertino in the western portion of Santa Clara County, San Jose, etc.) and setup meetings in advance of the 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 significant involvement provided by Contractor. Local schools with students ages 14 and older should be contacted by the Consultant launch team prior to the Launch Date to discuss appropriate pick-up and drop-off locations in congested school zones to maximize safety.

***Deliverables:***

Participation in external stakeholder meetings  
Meeting agendas & notes

**Task 3. Pilot Deployment & Operations**

The Consultant will collaborate with the City of Cupertino to design and operate a Pilot service that meet the project's operational goals. Consultant will establish a project team in the area and

will draw on expertise in 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 Cupertino.

#### **Task 3.1 Launch Period & Launch Event**

A launch event will be held on the 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 Service Launch

#### **Task 3.3 Full Service Launch, Operations & Maintenance**

The Consultant shall operate the Full Service for the duration of the 18-month Pilot, unless otherwise mutually agreed upon by the Consultant and City. Following 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:***

Ongoing operations

#### **Task 4. Marketing Plan & Implementation**

##### **Task 4.1 Draft & Final Marketing Plan**

Consultants 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, associations, and social media presence to promote the Pilot program. 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  
Partnership with key City stakeholders and community organizations

***Deliverables:***

Final Marketing Plan, including branding guidelines

**Task 4.2 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 4.3 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 City offering free or discounted rides.

***Deliverables:***

Implementation of Marketing Plan

**Task 5. Performance Monitoring**

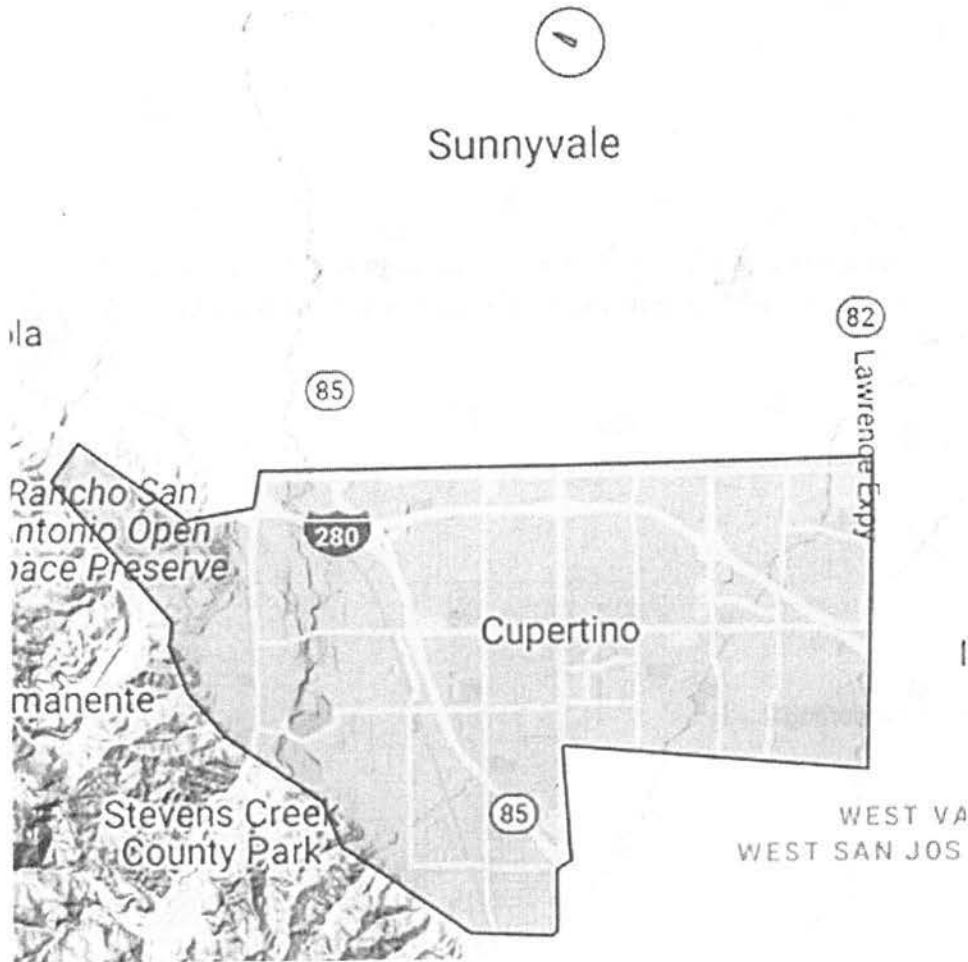
See Exhibit E., Data Sharing.

***Deliverables:***

Ongoing regular data sharing and reporting.

# Via Cupertino Service Area Map

Approximate zone size: 10.6 sq miles



## NOTES:

Additional service islands under consideration not shown (to be mutually agreed upon by Via and the City):

1. Palo Alto Medical Foundation - (Mtn View)
2. Mountain View Caltrain Station
3. El Camino Hospital (Mtn View)

## EXHIBIT C - FEES

### Fees

The table below outlines the payment structure, in which Cupertino would be charged on a price per driver hour and price per service hour basis. The total contract value shall not exceed \$1,750,000 for the 18-month contract term.

	City of Cupertino Proposed Contract Value		
	Price per Driver Hour	Price per Customer Service Hour	Total Price
Fixed (Upfront) Costs	N/A	N/A	\$122,200
<b>Total Upfront Cost</b>	//////		<b>\$122,200</b>
Project Management & Other Pilot Operations*	\$6.59	N/A	\$271,455
Performance Monitoring and Reporting	\$0.76	N/A	\$31,250
Driver Pay (Incl. WAV)	\$27.18	N/A	\$1,119,345
Driver & Rider Acquisition	\$1.30	N/A	\$53,650
<b>Total Cost per Driver Hour</b>	<b>\$35.83</b>	//////	
Customer Service	N/A	\$25.00	\$152,100
<b>Total Cost per Customer Service Hour</b>	//////		<b>\$152,100</b>
<b>Total Pilot Cost to City of Cupertino**</b>			<b>\$1,750,000</b>

Note: Pricing excludes all taxes.

\* Includes technology, IT hosting, insurance, T&E, and other miscellaneous costs.

\*\* Total Pilot Cost to City is a not-to-exceed amount and does not reflect unknown farebox revenue invoice credits.

### Driver Hours Summary:

Total Implied Driver Hours	41,184
Total Implied Driver Hours (Weekly)	528

### Service Hours Summary:

Total Implied Service Hours	6,084
Total Implied Service Hours (Weekly)	78

Note: Hours are indicative and subject to change.

Cupertino will be billed for the above fees and a revenue share as described below. Driver hours, service hours, and revenue share from rides served will be billed as incurred at the end of each month. Cupertino shall pay the following fees to Via:

### **Installation Fee**

Cupertino shall pay to Via a non-refundable installation fee of \$122,200, 50% of which (\$61,100) will be payable upon signing of this Order, and the remaining 50% (\$61,100) will be payable upon launch of the Deployment.

### **Monthly Fees**

Cupertino shall pay the following fees to be invoiced monthly by Via, starting upon launch of the Deployment:

- \$35.83 per driver hour
- \$25.00 per service hour

**Revenue Share**

Cupertino shall pay to Via \$1.50 for each completed ride (the "Revenue Share"), to be invoiced monthly by Via, starting upon launch of the Deployment. The City of Cupertino shall receive a monthly invoice credit in an amount equal to the net farebox revenue collected, less the Revenue Share retained by Via in that same previous calendar month.

**Optional Enhancements Services and Fees**

Upon reasonable request, Via will provide enhancements subject to the following fees:

<b>Additional Services</b>	<b>Description</b>	<b>Rate</b>
Additional Features	Add access to powerful features like a web-based booking portal, corporate account management dashboards, linkage to fixed route bus and train lines, and integration into third party travel planners and payment apps	Pricing available upon request
Expert Consulting Services	Additional support	Pricing available upon request
Advanced Data Analytics	Create a data warehouse or additional dashboards not covered in the original agreement	Pricing available upon request

**Exhibit E.**

**Data Sharing Plan**

As part of the Deployment, Via will make the below data available to members of the City’s Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via’s VPN. Each of the individuals listed as members of the Core Team will be provided their own Tableau and VPN credentials. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via’s intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for City’s access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Passengers.

<b>Section A: STANDARD REPORTING SET</b>		
<b>Dashboard</b>	<b>Data Point</b>	<b>Level of Detail</b>
Rides Data <i>Key data for each completed ride</i>	Rider ID	Completed ride
	Request origin lat/long	Completed ride; truncated to 3rd decimal place
	Pickup date + time	Completed ride; truncated to minute
	Request destination lat/long	Completed ride; truncated to 3rd decimal place
	Dropoff date + time	Completed ride; truncated to minute
	Number of passengers	Completed ride
	Ride distance (miles)	Completed ride
	Ride duration (minutes)	Completed ride

	Fare paid	Completed ride
	WAV	Completed ride
Mileage and Sharing <i>Aggregate vehicle mileage &amp; sharing data by week</i>	Service time (hours)	week
	Revenue time (hours)	week
	Service distance (miles)	week
	Revenue distance (miles)	week
	% of shared bookings	week
	Bookings / loop	week
Quality of Service Trends <i>Summary of rides and quality of service</i>	Completed rides	week
	Avg. ride distance (miles)	week
	Avg. ride duration (minutes)	week
	Utilization	week
	Active drivers	week
	Driver hours	week
	ETA	week
	On-time pickup %	week
	Completed ride %	week
	Pickup request locations (by polygon)	week



	Dropoff request locations (by polygon)	week
	Top 5 pickup request intersections	week
	Top 5 dropoff request intersections	week

**EXHIBIT D**  
***Insurance Requirements***  
***Via Transportation, Inc – On-Demand Community Shuttle***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$5,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 01 (04/13).
  - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
4. ***Sexual Abuse/Molestation***: Insurance or the equivalent as required for activities/services involving minors, (i.e., after school activities, recreational programs, athletics, study/training events and transportation of minors). Coverage may be included under General Liability or be obtained in a separate policy, such as Educators Legal Liability (ELL) policy, with a limit of no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, it must apply separately to this contract or be twice the required occurrence limit.
5. ***Cyber Liability***: Insurance with limits not less than **\$5,000,000** per occurrence / **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as

well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

#### **OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

##### ***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on all insurance coverages required by this Agreement. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

##### ***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

##### ***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

##### ***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

##### ***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

##### ***Acceptability of Insurers***

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

##### ***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Agreement), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

##### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain CGL, Automobile Liability, Sexual Abuse and Molestation, and Workers' Compensation and Employer Liability (if applicable) insurance that meet the requirements of this Agreement, including naming the City as an additional insured on subcontractors' insurance policies.

***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.

1140113.1



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	<b>CONTACT NAME:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> Nomad Transit, LLC. 160 Varick Street 4th Floor New York NY 10013 USA	<b>INSURER A:</b> Illinois National Insurance Co <i>Axv</i>	23817		
	<b>INSURER B:</b> Pacific Insurance Company Ltd <i>Axv</i>	10046		
	<b>INSURER C:</b> Lloyd's Syndicate No. 1969 <i>Axv</i>	NA120106		
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
		<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 570078148115 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10YR 30H8073	08/15/2019	09/15/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$2,500
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$10,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 YR2 OH8074	08/15/2019	09/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$50,000
							BODILY INJURY (Per accident)	\$100,000
							PROPERTY DAMAGE (Per accident)	\$30,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			CSUSA1902823 SIR applies per policy terms & conditions	08/15/2019	09/15/2020	EACH OCCURRENCE	\$6,000,000
							AGGREGATE	\$6,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-Technology			082887375	01/11/2019	01/11/2020	Professional Liab	\$5,000,000
							Cyber Liability	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Nomad Transit LLC is a no-employee entity, which is why workers' comp coverage is not evidenced on this certificate. Workers' comp coverage is held at the parent company level by Via Transportation, Inc. The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Cupertino 10300 Torre Avenue Cupertino CA 95014 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570078148115

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Blanket, as required per written contract executed prior to a loss.

City of Cupertino, Boards and Commissions, Officers, Officials, Employees, Agents, Servants, Volunteers, and Consultants  
10300 Torre Ave.  
Cupertino, CA 95014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Via Transportation, Inc. 160 Varick Street 4th Floor New York NY 10013 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Starr Indemnity & Liability Company <i>AY</i> <b>NAIC #</b> 38318	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570078147889      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000002392	09/15/2018	09/15/2019	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT		\$1,000,000
							E.L. DISEASE-EA EMPLOYEE		\$1,000,000
							E.L. DISEASE-POLICY LIMIT		\$1,000,000

Certificate No : 570078147889

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
A waiver of subrogation is granted in favor of The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers in accordance with the policy provisions of the workers compensation line of coverage.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Cupertino 10300 Torre Avenue Cupertino CA 95014 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

Policy Number:	100 0002392	
Named Insured:	VIATRANSPORTATION, INC.	
Agent:	Swett & Crawford	0005328

**ENDORSEMENT SCHEDULE**

State	Form Nbr.	Ed. Date	Description
US	WC000000C	1/15	WC & EL POLICY
DC	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
DC	WC000313	4/84	WAIVER OF OUR RIGHT TO RECOVER
DC	WC000406	8/84	PREMIUM DISCOUNT ENDT
DC	WC000414	7/90	NOTIFICAT OF CHNG IN OWNERS
DC	WC000419	1/01	PREMIUM DUE DATE ENDT
DC	WC000421D	1/15	CATASTROPHE (O/T C.A.T.) PRM EN
DC	WC000422B	1/15	TERR RISK INS REAUTHZ DISC END
DC	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
DC	WC000425	5/17	EXPER RATING MOD FACTOR REV
DC	WC080601	4/84	DC CANCELLATION ENDT
DC	WC990605	5/12	ADVANCED NOTICE OF CANCELLATIO
IL	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
IL	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
IL	WC000406A	7/95	PREMIUM DISCOUNT ENDORSEMENT
IL	WC000414	7/90	NOTIFICATION OF CHG IN OWNER
IL	WC000419	1/01	PREMIUM DUE DATE ENDORSEMENT
IL	WC000421D	1/15	CATASTROPHE (O/T C.A.T.) PRM EN
IL	WC000422B	1/15	TERR RISK INS REAUTHZ DISC END
IL	WC000424	1/17	AUDIT NONCOMPLIANCE CHARGE END
IL	WC000425	5/17	EXPER RATING MOD FACTOR REV
IL	WC120601E	1/15	IL AMENDATORY ENDT
IL	WC990605IL	5/12	IL ADVANCED NOTICE OF CANCELLA
NY	WC000301A	2/89	ALTERNATE EMPLOYER ENDT
NY	WC000311A	8/91	VOLUNTARY COMP & EL ENDT
NY	WC000313	4/84	WAIVER OF RIGHTS TO RECOVER
NY	WC000404	4/84	PENDING RATE CHANGE ENDT
NY	WC000406	8/84	PREMIUM DISCOUNT ENDORSEMENT
NY	WC000407	4/84	RATE CHANGE ENDORSEMENT
NY	WC000414	7/90	NOTIFICATION OF CHG IN OWNER



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

7. Subject: Authorize the City Manager to execute a lease agreement with the Regents of the University of California for the Rolling Hills 4H Club for facilities at the McClellan Ranch Preserve  
Recommended Action: Authorize the City Manager to execute a lease agreement with the Regents of the University of California for the Rolling Hills 4H Club for facilities at the McClellan Ranch Preserve for a period of five years, from September 1, 2019 through August 31, 2024

Authorized the City Manager to execute a lease agreement with the Regents of the University of California for the Rolling Hills 4H Club for facilities at the McClellan Ranch Preserve for a period of five years, from September 1, 2019 through August 31, 2024

8. Subject: Agreement with Nomad Transit LLC (Via Transportation Inc.) for the 18-month On-Demand Community Shuttle Pilot Program  
Recommended Action: Authorize the City Manager to execute an agreement with Nomad Transit LLC (Via Transportation Inc.) for the 18-month On-Demand Community Shuttle Pilot Program with a not-to-exceed cost of \$1,750,000

Council found that the approval to execute the agreement with Nomad Transit LLC (Via Transportation Inc.) for the 18-month On-Demand Community Shuttle Pilot Program is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(10), and direct staff to file a Notice of Exemption and further finding that the approval is exempt from CEQA pursuant to Title 14 of the California Code of Regulations Chapter 3, Article 5, Section 15061(b)(3) because it is certain that there is no possibility that this approval would have a significant effect on the environment; and Authorize the City Manager to execute an agreement with Nomad Transit LLC (Via Transportation Inc.) for the 18-month On-Demand Community Shuttle Pilot Program with a not-to-exceed cost of \$1,750,000. Councilmember Paul also encouraged staff to make sure the program rolls out as quickly and efficiently as possible and to ensure there is a significant roll out not just with public relations but also outreach to the community to ensure everyone is aware of the availability.

9. Subject: Accept termination of Audit Committee member James (Jim) Luther and direct staff to fill the unscheduled vacancy in January 2020 concurrent with the annual recruitment for all commission and committee members' terms expiring in January, 2020.  
Recommended Action: Accept termination of Audit Committee member James (Jim) Luther and direct staff to fill the unscheduled vacancy in January 2020 concurrent with the annual recruitment for all commission and committee members' terms expiring in January, 2020.









# Nomad Transit for On-Demand Shuttle Pilot Program

Final Audit Report

2022-09-12

Created:	2022-09-08
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqztsqxlmiHVXSeTYWZjeksTfFYV4uTa2

## "Nomad Transit for On-Demand Shuttle Pilot Program" History

-  Document created by City of Cupertino (webmaster@cupertino.org)  
2022-09-08 - 10:15:58 PM GMT- IP address: 35.229.54.2
-  Document emailed to Julia Kinst (juliak@cupertino.org) for approval  
2022-09-08 - 10:19:04 PM GMT
-  Document approved by Julia Kinst (juliak@cupertino.org)  
Approval Date: 2022-09-08 - 10:20:11 PM GMT - Time Source: server- IP address: 216.198.111.214
-  Document emailed to alex@ridewithvia.com for signature  
2022-09-08 - 10:20:19 PM GMT
-  Email viewed by alex@ridewithvia.com  
2022-09-09 - 5:34:46 AM GMT- IP address: 66.249.81.182
-  Signer alex@ridewithvia.com entered name at signing as Alexander Lavoie  
2022-09-12 - 4:26:35 PM GMT- IP address: 79.168.0.120
-  Document e-signed by Alexander Lavoie (alex@ridewithvia.com)  
Signature Date: 2022-09-12 - 4:26:37 PM GMT - Time Source: server- IP address: 79.168.0.120
-  Agreement completed.  
2022-09-12 - 4:26:37 PM GMT



