

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

1. PARTIES

This Agreement is made 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 South Bay Microtransit Expansion project. This agreement becomes effective on the last date signed below (“Effective Date”).

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**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

3. TIME OF PERFORMANCE

3.1 This Agreement begins on the Effective Date and ends on July 17, 2027 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the Effective Date and shall end July 17, 2027. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

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. A grant in the amount of \$8,465,000 from the California State Transportation Agency (CalSTA) will cover approximately 50% of the expansion of the Via-Cupertino program, including the conversion to a zero-emission vehicle fleet. The total value for this agreement including both local funds and grant funds is \$16,931,283. 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 \$16,931,283.00 (“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. Invoices must contain all information required by Caltrans and the California State Transportation Agency (CalSTA) for the Transit & Intercity Rail Capital Program (TIRCP) grant, facilitating the timely preparation of reimbursement requests.

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, if required by the Cupertino Municipal Code.

5.4 Subcontractors and Vendors. Only Contractor's employees, and Contractor's driver partners, vehicle lease providers, vehicle maintenance and storage providers, and other suppliers of goods or services to the Contractor under terms specified in an Independent Contractor Agreement (collectively, the "Vendors"), are authorized to work under this Agreement. Prior written approval from City is required for any other subcontractor proposed by Contractor, 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 Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in

amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

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 if agreed in writing between the parties, 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 the 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 if agreed in writing between the parties. 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 if Contractor fail to do so pursuant to Section 16 below;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects at City's own risk.

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 (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. (the "**Public Records Act**"). Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided, unless such records are otherwise exempt from public disclosure under the Public Records Act.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Notwithstanding the foregoing, Contractor may assign its rights without such consent to (a) any 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.

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 entered into by Contractor with a third-party;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor, its subcontractors, its sub-subcontractors or Vendors;
- (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. 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 agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6. Contractor's total liability arising out of this Agreement shall be limited to the greater of (a) Contractor's total applicable insurance coverage or (b) the Contract Price.

11.7. This Section 11 shall survive termination of the Agreement.

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. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

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 Title 2 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 Kelley O’Conner 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 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. POSTPONEMENT OF PROJECT

City may 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 without cause at any time provided City gives Contractor at least ninety (90) days' written notice of the termination. 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 10 days after notice, or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure, 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 any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

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:

<p>To City of Cupertino Office of the City Manager 10300 Torre Avenue Cupertino, CA 95014</p> <p>Attention: Chris Corrao Email: ChrisC@Cupertino.org</p>	<p>To Contractor: Nomad Transit, LLC 10 Crosby Street, Floor 2 New York, NY 10013</p> <p>Attention: Legal Department Email: legal-nyc@ridewithvia.com</p>
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27. **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.

CITY OF CUPERTINO
A Municipal Corporation

CONTRACTOR

By _____

By Erin Abrams

Name _____

Name Erin Abrams

Title _____

Title Manager

Date _____

Date Feb 27, 2023

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

DATE: _____

Exhibit A

SCOPE OF WORK

City of Cupertino and City of Santa Clara On-Demand Shuttle Program

NoMad Transit LLC ("Consultant") shall work with the City of Cupertino ("the City") in the implementation of this Scope of Work. The City is responsible for engaging with the City of Santa Clara and working together with the City of Santa Clara to provide the necessary inputs and signoff on this Scope of Work. 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 and Santa Clara, CA. The 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 Program to increase awareness, ridership, and/or accommodate new or shifting demand.

Duration: The anticipated launch of the Program is Spring 2023, 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, parts of Santa Clara, including areas shown in Exhibit C outside of the Cupertino boundary, including the Sunnyvale Caltrain station, Mountain View Caltrain station, El Camino Hospital 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 Program 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.

Consultant shall commit to attending in-person at least (3) City Council meetings or major Program related events over the term of the Contract to provide staff support at key milestones, 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 project duration. The Consultant shall keep the City Project Manager abreast of all coordination related to the project 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 Program, 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 Program 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 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 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 Program Service Parameters will be subject to mutual agreement by the City and Consultant.

Baseline Service Parameters

Coverage Area

At Full Launch, the project will include the entire City of Cupertino as well as parts of Santa Clara, including areas mutually agreed upon outside of the City limits, including Kaiser-Permanente Santa Clara, West Valley Medical Center (PAMF), Sunnyvale Caltrain, Mountain View Caltrain and El Camino Hospital. 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 riders of all physical means. To fulfill this goal, Consultant shall deploy appropriately-trained drivers operating taxi or livery vehicles, or dedicated vehicles specifically deployed for the program.

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 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 service no later than the Launch Date.

Customer Service

The Consultant shall provide high-quality customer service to both customers and driver partners during the course of the Program. 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 Program 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 service will operate from 7am - 7pm 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 Program 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 Program 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): \$3.50, 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 (dependent upon vehicle capacity).

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 (ages 65+), disabled, low-income, and students discounted rate passes: Riders who are eligible and submit necessary documentation shall receive 50% off all standard fares, including the 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, including analyzing the benefit of rolling out distance and/or time-based pricing as a lever to control demand, if necessary.

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 service data, and with the intention of making the service 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 thirteen (13)

branded, licensed and insured vehicles ("Fleet Vehicles"), all of which can fit a minimum of 4 passengers. Those vehicles that can physically be fit with bike racks will have bike racks installed. The Fleet Vehicles shall include three (3) Wheelchair Accessible Vehicles (WAV) (approximately 20% 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 program.

Fleet Electrification

Dedicated vehicles under this agreement will be electric vehicles. However, the WAVs may be gas powered until such time as the on-order electric WAVs can be in-fleeted (targeting May 2023). Consultant shall work with the City to align on a location and installation plan for electric vehicle charging infrastructure, which shall be paid for by the City. The City agrees to make such infrastructure dedicated for Consultant's use. Consultant shall put in place standard operating procedures for charging the electric vehicles to ensure adequate fleet availability during all service hours.

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 program and can articulate to riders program basics, including how to get additional program information.

Smartphone App

Consultant shall work closely with the City to provide a custom branded Smartphone App. 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.

Consultant shall also work closely with the City on the eventual integration of Clipper Card payments into the Smartphone App, pending Clipper Card timelines for streamlined product rollout.

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 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 traveling 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 during service hours.

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 project, 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 Program.

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 thirteen (16) Fleet 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 Wheelchair Accessible Vehicle (WAV) service shall satisfy relevant FTA ADA requirements, including the equal provision of service to potential riders of all physical means. To fulfill this goal, Consultant will either (1) ensure Vehicle Provider provides dedicated WAV to be used for the project or (2) identify and subcontract with wheelchair accessible vehicle (WAV) providers who have personnel that are trained to operate vehicles and equipment safely and to assist and treat individuals with disabilities in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities. Consultant will ensure that any drivers providing WAV service as part of the program will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities in a courteous and respectful manner.

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 service (i.e., Santa Clara Valley Transportation Authority, neighboring cities of Cupertino in the western portion of Santa Clara County, City of San José, Sunnyvale, etc.) and setup meetings in advance of the Launch Date in order to gather data and local information relevant to the project, 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.

Deliverables:

- Participation in external stakeholder meetings Meeting agendas & notes

Task 3. Deployment & Operations

The Consultant will collaborate with the City of Cupertino to design and operate a service that meets 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 project. 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 3.2 Full Service Launch, Operations & Maintenance

The Consultant shall operate the Full Service for the duration of the service, 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 Program, 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 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 Program:

- Initial collateral and branding development
- New custom app build and campaign to move existing riders from Via app to custom app
- 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 & Data Sharing

Deliverables:

- Ongoing regular data sharing and reporting.

STANDARD REPORTING SET	
Dashboard	Data / Graphs provided
<p>Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i></p>	<ul style="list-style-type: none"> ● Total ride requests: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. ● Requests during service hours: "Total ride requests" made during service hours. ● Met Demand: the total number of Ride Requests that received a ride proposal. ● Met Demand Rate: 'Met Demand' out of 'Total ride requests,' as a percentage. ● Completed rides: the total number of riders (including additional passengers) successfully transported. ● Completed Rides Rate: 'Completed Rides' out of 'Total ride requests,' as a percentage. ● Utilization: the average number of passengers transported per vehicle per hour.
<p>Service Operations Metrics Graphs <i>Graphs/visualization of key metrics by day, week, month, or specific days of the week</i></p>	<ul style="list-style-type: none"> ● Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill. ● Detailed Ride Requests Status: A detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show) ● Utilization: the average number of passengers transported per hour by day
<p>Rider Experience <i>Snapshot of quality of service and rider experience</i></p>	<p><i>Top Level Metrics</i></p> <ul style="list-style-type: none"> ● Average Ride Duration: average time in minutes from pickup to dropoff (displayed for completed rides only). ● Average Ride Rating: average ride rating provided by riders (out of 5 stars). ● Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned.

	<ul style="list-style-type: none"> ● Pickup Time Scheduled vs. Actual: the average difference in minutes between the scheduled pickup time and the actual pickup time. <p><i>Rider Experience Graphs (filterable by day, week, month)</i></p> <ul style="list-style-type: none"> ● Average Ride Duration ● Average Ride Distance ● Average Ride Rating ● Average Pickup Walking Distance
<p>Data Generator: Ride Request Table <i>Detailed table of every ride request made for the service</i></p>	<p><i>Data Columns in Table</i></p> <ul style="list-style-type: none"> ● Request Creation Date ● Request Creation Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Number of Passengers ● Origin Address ● Origin Latitude ● Origin Longitude ● Destination Address ● Destination Lat ● Destination Lng ● Ride Price ● Ride Distance ● Ride Duration (min)

Via Cupertino Service Area Map

Phase I will begin in spring 2023, including the existing 11.4 square mile Cupertino zone as well as the adjacent 9.0 square mile Santa Clara zone to the east/northeast. Phase II will be implemented in spring 2026, when the service further expands north to an additional 6.4 square miles, as shown in the gray zone below.

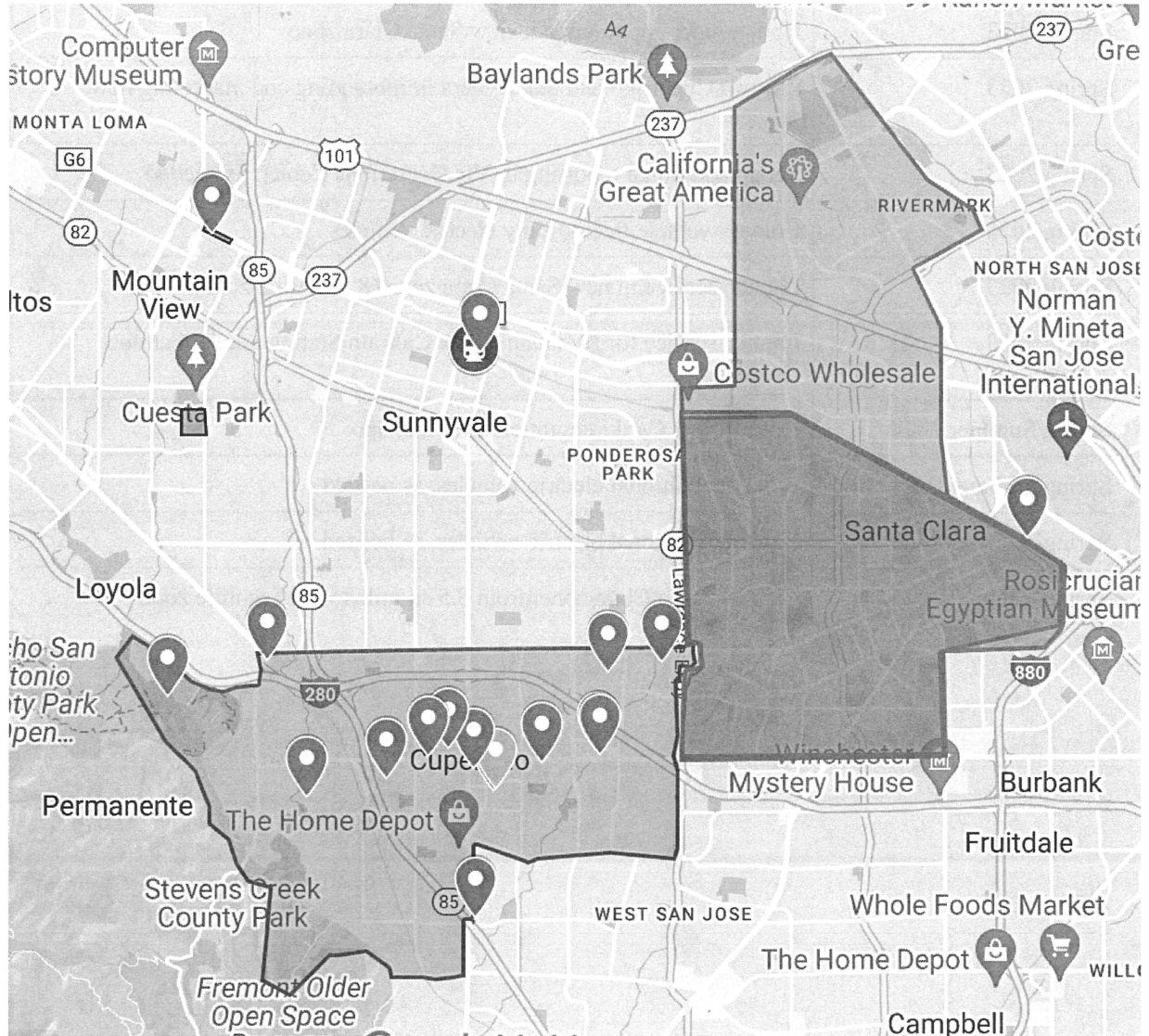


Exhibit B
Schedule of Performance

Time Period	Deliverable
Spring 2023	Update rider app to include new Santa Clara zone
Spring 2023	Support Cupertino and Santa Clara in rebranding and marketing new service
Spring 2023	Set up additional reporting in Via Operations Center, as needed
Spring 2023	Convert vehicle fleet to fully electric vehicles
Spring 2023	Launch service in new Santa Clara zone (8.5 sq mile zone)
Spring 2023	Launch service for Mountain View Caltrain Station and El Camino Hospital
Spring/Summer 2024	Add Clipper Card integration into rider app
Spring/Summer 2024	Procure additional electric vehicles, as needed
Spring/Summer 2025	Procure additional electric vehicles, as needed
Spring/Summer 2026	Expand Santa Clara zone, from 8.5 sq mile to 15.4 sq mile zone

**Exhibit C
Fees**

	Year 1		Year 2		Year 3		Year 4		Total All 4 Years
	Price per Driver Hour	Total Price	Price per Driver Hour	Total Price	Price per Driver Hour	Total Price	Price per Driver Hour	Total Price	Total Price
Fixed (Upfront) Costs	N/A	\$300,000	N/A	\$41,300	N/A	\$35,000	N/A	\$80,100	\$456,400
Total Upfront Cost		\$300,000		\$41,300		\$35,000		\$80,100	\$456,400
Project Management & Other Operations*	\$43.72	\$1,371,602	\$48.61	\$1,829,838	\$52.19	\$1,964,560	\$54.70	\$2,745,112	\$7,911,112
Driver Pay (Incl. WAV)	\$44.53	\$1,397,013	\$45.40	\$1,709,004	\$48.58	\$1,828,671	\$52.59	\$2,639,222	\$7,573,910
Customer Service	\$5.62	\$176,313	\$6.01	\$226,236	\$6.43	\$242,041	\$6.88	\$345,272	\$989,862
Total Cost per Driver Hour	\$93.87	\$2,944,928	\$100.02	\$3,765,078	\$107.20	\$4,035,272	\$114.17	\$5,729,605	\$16,474,883
Total Not- to-Exceed Cost		\$3,244,928		\$3,806,378		\$4,070,272		\$5,809,705	\$16,931,283

Note: Pricing excludes all taxes and assumes service hours of 7am-7pm M-F and 9am-5pm Sat.

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Driver Hours

Summary:

Total Implied Driver Hours	31,372	37,643	37,642	50,185	156,843
Total Implied Driver Hours (Weekly)	603	724	724	965	754

Service Hours

Summary:

Total Implied Service Hours	3,588	3,588	3,588	3,588	14,352
Total Implied Service Hours (Weekly)	69	69	69	69	69

EXHIBIT D
Insurance Requirements
Nomad Transit, LLC – 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 above \$100,000 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






Agreement with Nomad Transit, LLC (Via)

Final Audit Report

2023-02-27

Created:	2023-02-27
By:	Julia Kinst (juliak@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMWEJ-qNwWhDqHNWHvaliWDQXug2qNBgo

"Agreement with Nomad Transit, LLC (Via)" History

-  Document created by Julia Kinst (juliak@cupertino.org)
2023-02-27 - 5:14:13 PM GMT - IP address: 216.198.111.214
-  Document emailed to Erin Abrams (erin@ridewithvia.com) for signature
2023-02-27 - 7:15:55 PM GMT
-  Email viewed by Erin Abrams (erin@ridewithvia.com)
2023-02-27 - 7:17:13 PM GMT - IP address: 104.28.55.233
-  Document e-signed by Erin Abrams (erin@ridewithvia.com)
Signature Date: 2023-02-27 - 7:17:39 PM GMT - Time Source: server- IP address: 141.155.158.108
-  Agreement completed.
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