

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: TRANSPORTATION	Project Manager: DENE EVANS
Project Manager E-mail: DENE.EVANS@CI.RICHMOND.CA.US	Project Manager Phone No: 621-1718
P.R. No:	Vendor No:
P.O./Contract No: 5755	
Description of Services: RICHMOND ON DEMAND ELECTRIC SHUTTLE EXPANSION 1	
Amendment No. 3 modifies the: (2 nd or subsequent amendments attach Amendment History page)	
<input type="checkbox"/> Term, Payment Limit and Service Plan	<input checked="" type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

NOMAD TRANSIT, LLC

Company Name:

Street Address: 10 CROSBY STREET, FLOOR 2

City, State, Zip Code: NEW YORK, NY 10013

Contact Person: GARRETT BRINKER

Telephone: (547) 286-4710 Email: GARRETT.BRINKER@RIDEVIA.COM

Business License No: 40061869 / Expiration Date: December 31, 2023

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____
 other [specify:] DELAWARE LLC

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on October 19, 2021, which original term commenced on October 1, 2021 and terminates July 7, 2024 with an original contract payment limit of \$1,000,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:
NOMAD TRANSIT, LLC

By _____

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By _____
City Clerk

By: _____

Title: _____

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

By _____
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and
NOMAD TRANSIT, LLC

Amendment No.

3

P.O./Contract No.

5755

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$450,000.00. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$2,100,731.00 including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

SEE ATTACHED DOCUMENT

**Amendment #3
to the
CITY OF RICHMOND STANDARD CONTRACT
(PAYMENT LIMIT AND SERVICE PLAN)**

Nomad Transit LLC (“Via”) and City of Richmond (“Customer” and, together with Via, the “Parties”) have entered into that certain agreement titled City of Richmond Standard Contract, dated October 1, 2021, and modified by the Amendment #2 dated March 1, 2023 (together, the “Agreement”). Upon execution of this Amendment #3 (the “Amendment”), the Parties agree to modify the Agreement as follows:

- Amendment.** Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$450,000. Paragraph 3 of the Original Contract is amended to read as follows:

“3. Payment Limit. City’s total payments to Contractor under this Contract Amendment shall not exceed \$2,100,731.00 including expenses.”

AND

- Amendment.** Section 3 of the Transit-as-a-Service (TaaS) Service order of the Agreement is hereby revised by adding the following language and attached pricing table.

“For the duration of the contract term, 2,038 vehicle hours will be added at a new WAV rate of \$84.78 and 2,690 vehicle hours will be added at an existing rate of \$78.96, in addition to \$39,146 upfront costs for the WAV vehicle.

	WAV		Non-WAV		WAV + Non-WAV
	Price per Vehicle Hour	Total Cost	Price per Vehicle Hour	Total Cost	Total Cost
Upfront cost (WAV Hourly Rate True-Up)	n/a	\$4,796	n/a	\$0	\$4,796
Vehicle Wrap (Per Vehicle)	n/a	\$2,000	n/a	\$0	\$2,000
WAV Retrofit (Per Vehicle)	n/a	\$25,000	n/a	\$0	\$25,000
WAV Shipping Costs (Per Vehicle)	n/a	\$1,750	n/a	\$0	\$1,750
WAV Training	n/a	\$5,600	n/a	\$0	\$5,600
Total Upfront Cost		\$39,146		\$0	\$39,146
Total Cost per Vehicle Hour	\$84.78	\$172,739	\$78.96	\$212,368	\$385,108
Estimated Regulatory Fees*		\$2,477		\$3,270	\$5,747
Contingency	n/a	\$8,621	n/a	\$11,379	\$20,000
Total Other Fees		\$11,098		\$14,649	\$25,747
Total Not-to-Exceed Cost		\$222,983		\$227,018	\$450,000

Note: Pricing excludes all taxes and assumes Richmond covers charging costs.

* Regulatory fees to be treated as a pass-through. Includes WAV Access for All fees (\$0.10 per ride), plus CA state regulatory fees (0.3% of revenue + \$25 annual fee).

Vehicle Hours Summary:

Total Maximum Annual Vehicle Hours	2,038	2,690	4,727
Total Maximum Vehicle Hours (Avg. Weekly)	63	83	145

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #3 will be governed by the same law as the Agreement and is effective as of [Effective Date].

NOMAD TRANSIT LLC

[CITY OF RICHMOND]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contract Amendment between the City of Richmond and
NOMAD TRANSIT, LLC

Amendment No. 3 P.O./Contract No. 5755

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 4/5/2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 338,231.00 for a payment limit not to exceed \$ 1,338,231.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on 12/6/2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 312,500.00 for a payment limit not to exceed \$ 1,650,731.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 1,650,731.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 1,650,731.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ 1,650,731.00.
- Term Amendment (insert new termination date): _____
- Service Plan

**City of Richmond - Insurance Requirements – Type 6:
Transportation Providers**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability and Automobile Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general and automobile liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.

Minimum Limits

Required Coverage

Workers' Compensation and Employers' Liability

Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <http://www.ci.richmond.ca.us/index.aspx?nid=61>.

**City of Richmond - Insurance Requirements – Type 6:
Transportation Providers**

<p>General Liability <i>(primary and excess limits combined)</i></p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$2 million aggregate).</p> <p>Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>
<p>Automobile Liability</p>	<p>\$5,000,000 per occurrence for bodily injury and property damage.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured.</p>
<p>Required Policy Conditions</p>	
<p>A. M. Best Rating</p>	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>
<p>Additional Insured Endorsement</p>	<p>Applicable to General and Auto Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>For general liability coverage, ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p>
<p>Primary and Noncontributory</p>	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
<p>Waiver of Subrogation Endorsement Form</p>	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
<p>Deductibles and Self-Insured Retentions</p>	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.