

**CITY OF RICHMOND  
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No:                      Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business License No: \_\_\_\_\_

/ Expiration Date: \_\_\_\_\_

A California [  ] corporation, [  ] limited liability corporation [  ] general partnership, [  ] limited partnership, [  ] individual, [  ] non-profit corporation, [  ] individual dba as [specify:] \_\_\_\_\_, [  ] other [specify:] \_\_\_\_\_

2. **Term.** The effective date of this Contract is \_\_\_\_\_ and it terminates \_\_\_\_\_ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ \_\_\_\_\_. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City's Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND  
a municipal corporation

CONTRACTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title: \_\_\_\_\_

By: \_\_\_\_\_

I hereby certify that this Contract has been approved by City Council.

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

(\* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan  
Payment Provisions  
Authorized Representatives and Notices  
General Conditions  
Special Conditions  
Insurance Provisions  
Standard Contract/EJ/TE 9-26-07

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit E  
Exhibit F

For the Contract between the City of  
Richmond and

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**EXHIBIT A**  
**SERVICE PLAN**

Contractor shall, to the satisfaction of the \_\_\_\_\_, perform the following services and be compensated as outlined below:

## Transit as-a-Service (TAAS) SERVICE ORDER<sup>1</sup>

### 1. Purpose; Scope

By this service order (the “**Order**”), Nomad Transit, LLC (“**Nomad**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”), and City of Richmond (“**Customer**”) agree to collaborate towards the initiation of Customer’s demand response transit service in Richmond, California, for 36 months, subject to extension by mutual agreement of the parties.

In accordance with the Agreement, Nomad will provide Customer with technology and technology-enabled integration services (the “**Services**”), acting as a broker coordinating the services of third-party service providers to effectuate the on-demand transit service (the “**Deployment**”). Nomad will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Nomad’s Services will include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using the Customer’s service (“**Riders**”) to book and pay for rides through a smartphone;
- Access to telephonic bookings for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company (“**Vehicle Partner**”) to provide access to vehicles on a rental basis to independent contractor driver partners (“**Driver Partners**”) who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Conflicts between this Service Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Service Order.

### 2. Duration & Launch Date

The duration of the Deployment shall last for a period of 36 months following the date of this Service Order (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

### 3. Fees

*The Fees for the service described in this Order are:*

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for Via Transit as a Service signed by NoMad and Customer (the “**Terms**”).

The table below outlines the payment structure, in which Customer would be charged an upfront fee, a price per driver hour, and a price per ride. All regulatory fees related to the service will be charged as a pass through cost. The Deployment shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$6,235,000 for the Initial Term.

Customer will be billed for the above fees as described below. Driver hours and rides will be billed as incurred at the end of each month. Customer shall pay the following fees to Nomad:

### **Fixed (Upfront) Costs**

Customer shall pay to Nomad a non-refundable installation fee of \$325,000, \$125,000 of which will be payable upon signing of this Order. The remaining \$200,000 is intended to cover a Clipper Card Integration and will be invoiced upon the commencement of the integration.

### **Ongoing Invoice Fees**

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

- Months 1-12: \$88.27 per driver hour
- Months 13-24: \$90.92 per driver hour
- Months 25-36: \$93.65 per driver hour

Minimum fees: Notwithstanding the foregoing, the monthly ongoing invoice fees payable by Customer shall not be less than \$45,000 per month for the duration of the Deployment.

Nomad will invoice Customer on or around the 15th of each month for driver hours and rides incurred in the prior month.

Should changes in applicable federal, state or local law result in a significant change in Nomad's costs, Nomad or Customer may opt to renegotiate the ongoing on-demand service hour fees.

### **Fare Revenue**

Customer shall set up a partner account with Braintree and collect and own all revenue from service fares, net of service fees, starting upon launch of the Deployment. Customer may choose to designate any amount of revenue from service fares, net of service fees, for the purchase of additional driver hours.

## **4. Service Parameters**

Nomad will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 19.4 square miles coverage zone in Richmond, California.

- **Service Days/Hours:** Monday through Friday, 7am to 7pm
- **Rider Fare:** The rider fare will be \$2, however rider fares will be free for designated groups, to be mutually determined by Customer and Nomad in writing. During the duration of the Deployment, rider fare may be amended by mutual agreement between Customer and Nomad. Nomad will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Vehicle Provider will offer a fleet of up to 8 branded, licensed and insured 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. Vehicles will have bike racks for Riders who have specified such requirements. Two vehicles will be wheelchair accessible vehicles. The operation hours will be Monday through Friday from 7 am to 7 pm.

Nomad will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.

**Parking:** Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone, and ideally be located within walking distance of a publicly accessible bathroom or shall come equipped with a port-a-potty.

## **5. Project Team & Governance**

Nomad will be responsible for the integration of all relevant elements of the Deployment on a continuous basis during the course of the Deployment and will designate a project manager for this purpose (the “**Nomad Project Manager**”) who will lead Nomad’s Project Team. Customer will designate a project manager to be the primary point of contact with Nomad throughout the duration of the Deployment (the “**Customer Project Manager**”). The Nomad Project Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The Nomad Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the Customer Project Manager on an ongoing basis. The Nomad Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Deployment, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Nomad Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Deployment, Nomad’s Project Team, led by the Nomad Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

## **6. Driver Partner Registration & Supply Management**

Nomad will source Driver Partners to provide transportation services to Customer through the Platform. Nomad will engage in a good faith effort to register Richmond residents as Driver Partners.

Nomad will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Nomad with the following areas covered: familiarization with the Deployment service areas; hours of service; Customer's expectations; use of the Driver App; and reporting incidents and delays in service.

Nomad will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

### **7. Rider and Driver Partner Support**

Nomad will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff.

### **8. Marketing, Promotions, & Press**

Nomad shall work closely with Customer to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Deployment, including the rider app will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Nomad and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Nomad may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

All Customer-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Nomad before distribution. A minimum of five business days review time must be provided in advance to NoMad] for its review.

Nomad shall provide marketing strategy for the Deployment, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the Customer.

- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Manage digital marketing campaigns to build awareness and drive service adoption.
- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.
- Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with Nomad in all respects, including the following activities:
- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with Nomad. All key project messaging used for public relations purposes is to be developed in collaboration with Nomad. Any media announcement on the Deployment will be made available for Nomad's review and approval prior to the Launch Date.
- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Deployment to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Customer shall provide Nomad with a detailed marketing plan for the portions of marketing that the Customer is leading at least 4 weeks before the launch of the service. Nomad and Customer will work collaboratively to refine the plan as needed. For the avoidance of doubt, Nomad will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, Nomad will coordinate with the Customer in advance.



**9. Data Sharing & Reporting**

Nomad will share data from the Deployment as set forth in Appendix 1 (the “Deployment Data”).

The Deployment Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of NoMad and Via and shall be subject to the confidentiality obligations set forth in the Agreement.

<b>VIA: NoMad Transit LLC</b>	<b>CUSTOMER: THE CITY OF RICHMOND</b>
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

**Appendix 1 to Service Order**

**Data Sharing**

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**Authorized Users - Contract**

The below exhibit sets forth the members of the Customer’s “Core Team” who are designated authorized users of the Via Solution and Pilot Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

**Exhibit 1.**

<b>Core Team</b>	
Title	Name
Program Manager	Lori Reese-Brown

**Data Sharing Plan - Appendix**

As part of the service, Nomad will make below data available to members of the Customer’s Core Team, for the purpose of performance tracking and program evaluation. The data to be shared will be available in the Via Operations Center and only available to members of the Core Team identified to require access. Underlying data may not be shared through any other method than Via Operations Center access. 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, Nomad will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for Customer’s access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of Riders.

<b>Section A: STANDARD REPORTING SET</b>	
<b>Dashboard</b>	<b>Data / Graphs provided</b>
Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i>	<ul style="list-style-type: none"><li>• <b>Total ride requests:</b> the total number of attempts by riders to book a ride (or delivery) from an origin to a destination.</li><li>• <b>Requests during service hours:</b> “Total ride requests” made during service hours.</li><li>• <b>Met Demand:</b> the total number of Ride Requests that received a ride proposal.</li><li>• <b>Met Demand Rate:</b> ‘Met Demand’ out of ‘Total ride requests,’ as a percentage.</li></ul>

	<ul style="list-style-type: none"> <li>• <b>Completed rides:</b> the total number of riders (including additional passengers) successfully transported.</li> <li>• <b>Completed Rides Rate:</b> ‘Completed Rides’ out of ‘Total ride requests,’ as a percentage.</li> <li>• <b>Utilization:</b> the average number of passengers transported per vehicle per hour.</li> </ul>
<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"> <li>• <b>Met Demand:</b> total number of Ride Requests broken out by met demand and rides unable to fulfill.</li> <li>• <b>Detailed Ride Requests Status:</b> A detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show)</li> <li>• <b>Utilization:</b> the average number of passengers transported per hour by day</li> </ul>
<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"> <li>• <b>Average Ride Duration:</b> average time in minutes from pickup to dropoff (displayed for completed rides only).</li> <li>• <b>Average Ride Rating:</b> average ride rating provided by riders (out of 5 stars).</li> <li>• <b>Average Pickup Walking Distance:</b> walking distance from the origin requested by the rider to the actual pickup location assigned.</li> <li>• <b>Dropoff Time Requested vs. Scheduled:</b> the average difference in minutes between the dropoff time requested by the rider and the scheduled dropoff time provided by the system at the time of booking.</li> <li>• <b>Dropoff Time Scheduled vs. Actual:</b> the average difference in minutes between the scheduled dropoff time and the actual dropoff time.</li> <li>• <b>Pickup Time Requested vs. Scheduled:</b> the average difference in minutes between the pickup time requested by the rider and the scheduled pickup time provided by the system at the time of booking.</li> <li>• <b>Pickup Time Scheduled vs. Actual:</b> the average difference in minutes between the scheduled pickup time and the actual pickup time.</li> </ul> <p><i>Rider Experience Graphs (filterable by day, week, month)</i></p> <ul style="list-style-type: none"> <li>• Average Ride Duration</li> <li>• Average Ride Distance</li> <li>• Average Ride Rating</li> <li>• Average Pickup Walking Distance</li> </ul>
<p>Data Generator: Ride Request Table</p>	<p><i>Data Columns in Table</i></p> <ul style="list-style-type: none"> <li>• Request Creation Date</li> <li>• Request Creation Time</li> </ul>

*Detailed table of every ride  
request made for the service*

- 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)

## RICHMOND, CA DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Nomad Transit LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 (“**Nomad**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of a deployment in Richmond, CA (the “**Deployment**”).

<b>Customer Name: City of Richmond</b>	<b>Customer Notice Address: 440 Civic Center Plaza Richmond, CA 94804</b>
<b>Customer Entity Type / State of Incorporation: City</b>	<b>Customer Email: lori_reese@ci.richmond.ca.us</b>
<b>Term:</b> The duration of the Deployment shall last until the last day of the calendar month during which a period of 60 from the service launch, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).	
<b>Services:</b> Customer will receive access to the standard Via Solution and automatic software updates, comprised of: <ul style="list-style-type: none"> <li>(a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Nomad’s patented technology;</li> <li>(b) Integrated reservation system to accept and schedule trips booked in real time, in advance, or on a recurring basis;</li> <li>(c) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, pay for trips, and troubleshoot any issues. The rider apps shall be dedicated to this Deployment. For the avoidance of doubt, the rider apps used in connection with the Transit- as a-Service (TAAS) Service Order entered into between Customer and Nomad will not be utilized in connection with this Deployment;</li> <li>(d) A web-based booking portal to book trips;</li> <li>(e) Downloadable driver app that provides efficient turn-by-turn directions; the app allows drivers to start and end driving time, schedule breaks, and contact live support;</li> <li>(f) Access to the Via Operations Console (“<b>VOC</b>”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting account information, and providing customer support, and accessing reports, as provided for in Appendix 1; and</li> <li>(g) Access to the data reporting set out in Appendix 1, made available via the VOC.</li> </ul>	
<b>Support Services – Installation.</b> Nomad provides installation support for up to four weeks after the Deployment begins serving Riders, consisting of: <ul style="list-style-type: none"> <li>(a) Localization for the Deployment Zone (defined below), including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points;</li> <li>(b) Testing and quality assurance;</li> <li>(c) Helping Customer to build a launch plan and rider acquisition strategy; and</li> <li>(d) Instruction for drivers, dispatchers, and managers on Nomad’s best practices as remote launch support</li> </ul>	
<b>Support Services – Ongoing.</b> The following services are included in the fees up to the number of hours per month identified below: <ul style="list-style-type: none"> <li>(a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: <i>up to 10 hours per month</i></li> <li>(b) Expert consulting: <i>up to 5 hours per month</i> <ul style="list-style-type: none"> <li>● <b>Marketing and growth:</b> help setting up complex promotions, review and assistance for third party tools that can integrate into Nomad’s tech</li> <li>● <b>Operations:</b> Including supply optimization analysis, payment &amp; fraud investigation, and business case/unit economics analysis</li> <li>● <b>Service expansion:</b> Including feasibility analysis for service expansions or additional projects</li> </ul> </li> <li>(c) Tech Support: Dedicated Nomad point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Nomad) and to ensure that assistance is provided within a reasonable time frame. Nomad will also provide Customer with an appropriate channel for alerting Nomad to system outages or other critical issues, with respect to which Nomad will provide emergency assistance.</li> </ul> <p><i>Nomad will notify Customer if Customer is within 1 hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i></p>	
(d) Additional Services. Nomad can provide optional add-on services, including consulting, fixed route referral, live agent support, multi-modal or third party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request.	

**Customer Responsibilities.**

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Nomad as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Nomad's inquiries and providing local insights, in order to meet mutually agreed upon deadlines.
- (b) **Support Requests.** At the start of the project, Nomad will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.
- (c) **Payment Processing.** The fees set forth above do not include any owed to the third party payment processor. Nomad will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

**Fees.**

Customer shall pay Nomad the following Fees for the Term, subject always to the Minimum Monthly Fee set out below:

Fee Category	Amount	Invoicing Terms
Installation Fee	\$30,000	Payable upon signing of this Order
<b>Monthly Fees</b>		
Year 1 per-vehicle fees	<ul style="list-style-type: none"> <li>For 1-3 vehicles: \$1,000 per vehicle per calendar month with a minimum of \$2,000 per month (i.e. 2-vehicle minimum)</li> <li>For 4-10 vehicles: \$400 per vehicle per calendar month</li> <li>For 11-15 vehicles: \$350 per vehicle per calendar month</li> </ul> <p>Subject to a minimum of \$1,000 per month (i.e a 2 vehicle minimum) (the "<b>Minimum Monthly Fee</b>")</p>	Advance Annual Payment in accordance with paragraph 1 below
Year 2 per-vehicle fees	<ul style="list-style-type: none"> <li>For 1-3 vehicles: \$1,050 per vehicle per calendar month with a minimum of \$2,200 per month (i.e. 2-vehicle minimum)</li> <li>For 4-10 vehicles: \$420 per vehicle per calendar month</li> <li>For 11-15 vehicles: \$370 per vehicle per calendar month</li> </ul>	Advance Annual Payment in accordance with paragraph 1 below
Year 3 per-vehicle fees	<ul style="list-style-type: none"> <li>For 1-3 vehicles: \$1,105 per vehicle per calendar month with a minimum of \$2,210 per month (i.e. 2-vehicle minimum)</li> <li>For 4-10 vehicles: \$440 per vehicle per calendar month</li> <li>For 11-15 vehicles: \$390 per vehicle per calendar month</li> </ul>	Advance Annual Payment in accordance with paragraph 1 below
Year 4 per-vehicle fees	<ul style="list-style-type: none"> <li>For 1-3 vehicles: \$1,160 per vehicle per calendar month with a minimum of \$2,320 per month (i.e. 2-vehicle minimum)</li> <li>For 4-10 vehicles: \$460 per vehicle per calendar month</li> <li>For 11-15 vehicles: \$410 per vehicle per calendar month</li> </ul>	Advance Annual Payment in accordance with paragraph 1 below
Year 5 per-vehicle fees	<ul style="list-style-type: none"> <li>For 1-3 vehicles: \$1,220 per vehicle per calendar month with a minimum of \$2,440 per month (i.e. 2-vehicle minimum)</li> <li>For 4-10 vehicles: \$485 per vehicle per calendar month</li> </ul>	Advance Annual Payment in accordance with paragraph 1 below

	<ul style="list-style-type: none"> <li>For 11-15 vehicles: \$430 per vehicle per calendar month</li> </ul>	
<b>Total Minimum Amount for 60 Months</b>	\$162,840 assuming 2 vehicles (excluding additional vehicles in excess of the minimum and any Fees for any Additional Services)	

The Customer agrees to pay the Minimum Monthly Fee (i.e. the monthly vehicle minimum fees set out in the table above) for a period of 12 months in advance and annually thereafter (the "**Advance Annual Fee**"). Nomad will submit an invoice for Advance Annual Fee upon signature of this Order payment due in accordance with the Terms. For the avoidance of doubt, the first Advance Annual Fee is due in advance of Launch. Nomad will invoice the Advance Annual Fee annually thereafter for the remainder of the Term.

In the event that the per-vehicle-fees incurred for a given month exceed the Minimum Monthly Fee, Customer shall be responsible for paying the difference for each such month ("**Monthly True-Up**") within 15 days of the date of such invoice. Nomad will calculate any fees due as Monthly True Up each month and provide Customer with an invoice calculating the per-vehicle fees actually incurred based on the actual number of active vehicles used during the previous month.

*The Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format.*

*Nomad shall calculate the Fees due. For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.*

*Customer shall reimburse all travel expenses of Nomad personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Nomad deems it necessary, in person by Nomad personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Nomad personnel can be sent to Customer's location for additional trips upon reasonable request.*

*Twilio. Price includes our generic package for Twilio cost for 4 SMS notifications and 1.25 minutes of Twilio voice time per ride, at a maximum of \$0.05 per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of \$0.05 per ride will be billed to the Customer as at cost plus 10% on a monthly basis.*

**Branding.** The Deployment will be branded as R-Transit powered by Via. The "powered by Via" banner must be used only in the exact format provided by Nomad, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Nomad may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

**Additional Terms.**

1. Use Rights.

(a) Use Rights. Subject to the terms and conditions herein, Nomad will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with the Customer transportation service. Nomad will grant Customer subscription, access, and use rights ("Use Rights") for the specific applications and deployment types identified in this Order.

(b) License to the Applications. In connection with the provision of the Via Solution, Nomad provides a limited, non-exclusive license during the Term to Customer to the applications for use with the devices for the Customer transportation service and sublicense to riders, drivers and local operators, subject to the terms set out in Nomad's Privacy Policy and Terms of Use. Customer shall be solely responsible for displaying a privacy policy to riders and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Nomad and its agents to lawfully perform hereunder.

2. Disclaimer. Notwithstanding anything to the contrary express or implied in in this Agreement, Nomad shall have no liability to Customer or any passenger (including no duty to defend, indemnify or hold Customer harmless) for any Transport Incident where "Transport Incident" means any accident, incident or other situation involving any

Passenger (including negligent, willful and/or criminal acts and omissions), Device, vehicle or equipment employed by Customer in the use, provision or servicing of the Customer Transportation Service and/or any employee or agent of Customer operating such vehicle, Device or equipment or otherwise acting on behalf of Customer (including the acts and omissions of such employees or agents while using the Application or viewing or using any device from which the Application is displayed). Transport Incidents include actual or alleged violations of Applicable Laws and the Transportation Law components thereof.

3. Compliance with Applicable Laws. Prior to launch of the Deployment, the parties will work together to ensure compliance with all applicable laws and regulations, including The California Consumer Privacy Act.

This Order shall be governed by the terms and conditions set forth in the City of Richmond Standard Contract signed between the parties, as of [DATE] (the “Terms”). Capitalized terms used herein and not otherwise defined shall have the meaning in the Terms. By signing below, the parties agree to the Terms.

**NOMAD TRANSIT LLC**

**CITY OF RICHMOND**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Appendix 1 to Service Order**

**VOC use and Data Sharing**

**Authorized Users**

The below exhibit sets forth the members of the Customer’s “Core Team” of personnel who are designated authorized users of the VOC including access to the data detailed below (the “Core Team”). Access to the VOC is conditional upon Customer notifying Nomad with reasonable advance notice of the name, title, email address and any other details Nomad may reasonably require of the members of the Customer Core Team. The Core Team may be updated during the Term subject to Nomad’s consent.

**Exhibit 1.**

Core Team	
Title: Transportation Services Project Manager	Name: Denee Evans
	Name: Mary Cummings
	Name: Deborah Dabbs
Customer to provide details no later than one month prior to Launch	Customer to provide details no later than one month prior to Launch

Customer Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users (“Secondary Users”) to the VOC. All Core Team and Secondary Users will be subject to Customer’s confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer’s Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer’s



operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Nomad retains the right to deny or revoke any Core Team or Secondary User access if Nomad suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Nomad issues from time to time.

**Authorized Operators**

Customer may not provide access to the Via Solution to any third party except with Nomad’s prior written consent. In the event that Customer wishes to engage a third-party operator (“**Operator**”) to operate the Deployment, Customer shall provide Nomad a copy of an Operator Acknowledgement Form in the form required by Nomad, duly executed by such Operator, as a prerequisite for Nomad’s allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator’s team, which will be considered Secondary Users for all purposes. As between Customer and Nomad, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator’s access to the Via Solution.

**Data Sharing Plan**

As part of the Deployment, and as detailed below, Nomad will make access to data available to members of the Customer’s Core Team, and any above-authorized Customer’s Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorized in writing by Nomad. Any and all data made available under this Order are trade secrets of Nomad, and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Nomad’s Intellectual Property Rights and the privacy of riders, Nomad will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request at Nomad’s discretion. Custom reports will need to be scoped and may come at additional cost.]

<b>SERVICE KPI DASHBOARD</b>	
<b>Dashboard</b>	<b>Report Metrics</b>
<b>Service Operations Metrics &amp; Graphs</b>	<ul style="list-style-type: none"> <li>● Total ride requests</li> <li>● Requests during service hours</li> <li>● Met Demand</li> <li>● Met Demand Rate</li> <li>● Completed rides</li> <li>● Completed Rides Rate</li> <li>● Detailed Ride Requests Status</li> <li>● Active Riders</li> <li>● Driver Hours</li> <li>● Utilization</li> </ul>
<b>Rider Experience Metrics &amp; Graphs</b>	<ul style="list-style-type: none"> <li>● Average Ride Duration</li> <li>● Average Ride Rating</li> <li>● Average Pickup Walking Distance (<i>corner-to-corner services only</i>)</li> <li>● Aggregation Rate</li> </ul>

	<ul style="list-style-type: none"> <li>● Average ETA</li> <li>● Dropoff Time Requested vs. Scheduled*</li> <li>● Dropoff Time Scheduled vs. Actual*</li> <li>● Pickup Time Requested vs. Scheduled*</li> <li>● Pickup Time Scheduled vs. Actual*</li> </ul> <p><i>*Pre-booked rides only</i></p>
<b>Rider Growth Metrics &amp; Graphs</b>	<ul style="list-style-type: none"> <li>● Accounts Created</li> <li>● Active Riders</li> <li>● Total Riders Who Requested a Ride</li> <li>● Total Riders Who Completed a Ride</li> <li>● Completed Rides Per Rider</li> </ul>
<b>Ride Rating Metrics and Graphs</b>	<ul style="list-style-type: none"> <li>● Avg. Ride Rating</li> <li>● Total Bookings with Ratings</li> <li>● Percent Bookings with Ratings</li> <li>● Total Five Star Ratings</li> <li>● Percent Five Star Ratings</li> <li>● Label per Rating</li> <li>● Rating Distribution</li> </ul>
<b>Advanced Prebooking Metrics &amp; Graphs</b> <i>(prebooking only)</i>	<ul style="list-style-type: none"> <li>● Request Source</li> <li>● Recurring Type</li> <li>● Hours Booked in Advance</li> <li>● Hours Canceled in Advance</li> </ul>

**DATA GENERATOR**

Table	Data Columns
<b>Ride Request Table</b>	<ul style="list-style-type: none"> <li>● Request Creation Date &amp; Time</li> <li>● Request ID</li> <li>● Request Status</li> <li>● Rider ID</li> <li>● Wheelchair Accessible</li> <li>● Booking Method</li> <li>● Number of Passengers</li> <li>● Booking type (<i>PB+OD only</i>)</li> <li>● Origin Address</li> <li>● Origin Lat + Long</li> <li>● Destination Address</li> <li>● Destination Lat + Long</li> <li>● Actual Pickup Time</li> <li>● Cancelation Time</li> <li>● No Show Time</li> <li>● Ride Price</li> <li>● Ride Distance</li> <li>● Ride Duration (min)</li> <li>● Ride Rating</li> </ul>
<b>Rider Activities Table</b>	<ul style="list-style-type: none"> <li>● Rider ID</li> <li>● Account Creation Date</li> <li>● Total Requests</li> <li>● Total Completed Rides</li> <li>● Total Cancellations</li> <li>● Total No Shows</li> </ul>
<b>Drivers Table</b>	<ul style="list-style-type: none"> <li>● Drive ID</li> <li>● Driver Name</li> <li>● Driver Email</li> <li>● Active Status</li> <li>● Total Shift Hours</li> <li>● Avg. Shift Hours Per Day</li> <li>● Avg. Shift Hours From First Assignment Per Day</li> <li>● Avg. Break Hours Per Day</li> <li>● Total Accepted Rides</li> <li>● Avg. Rating From Riders</li> </ul>

<p><b>Vehicles Table</b></p>	<ul style="list-style-type: none"> <li>● Vehicle ID</li> <li>● Active Status</li> <li>● Visual ID</li> <li>● Short Visual Identifier</li> <li>● Maker</li> <li>● Color</li> <li>● Vehicle Capacity</li> <li>● Max Capacity</li> <li>● Wheelchair Capacity</li> </ul>
<p><b>NTD S-10 Report</b>  <i>Available upon request for required reporting to the FTA. (United States only)</i></p>	<ul style="list-style-type: none"> <li>● Service Date</li> <li>● Day of the Week</li> <li>● Vehicles Operated in Maximum Service (VOMS)</li> <li>● Actual Vehicle Hours</li> <li>● Actual Vehicle Miles</li> <li>● Vehicle Revenue Hours</li> <li>● Vehicle Revenue Miles</li> <li>● Unlinked Passenger Trips</li> <li>● Passenger Miles Traveled</li> </ul>

**Appendix 2 to the Service Order**  
**Sample Invoice**

**CONFIDENTIAL**



Nomad Transit LLC  
114 Fifth Avenue, Floor 17  
New York NY 10011 United States

**Invoice**

**Date**

**Invoice #**

**Terms**

Net 15

**Due Date**

**PO #**

**Billing Period**

**Bill To**

[Partner] [Address]

Description	Rate	Quantity	Amount
[Description of the Fee: Vehicle Fees, Ride Fees and/or Total Vehicle Hours]			
Tax Code Summary			Total

**Please make checks payable to:**

[ ]  
P.O. Box 7410493  
Chicago, IL 60674-0493

**Wire Instructions:**

Bank of America, N.A.  
222 Broadway,  
New York, NY 10038  
Wire Routing # - 026009593  
ACH Routing # - 021000322  
Account # - 483065995955  
Swift Code - BOFAUS3N

## CCPA and CPRA Service Provider Addendum

This CCPA and CPRA Addendum (this “Addendum”), effective as of [Date], is incorporated into and forms part of City of Richmond Standard Contract signed between the parties, as of October 1, 2021, as well as all subsequent service orders, renewals, and amendments (collectively, the “Agreement”), entered into by and between City of Richmond (“Customer”) and Nomad Transit LLC (“Service Provider”).

The parties acknowledge and agree that Service Provider is a service provider for the purposes of the California Consumer Privacy Act (the “CCPA”) and California Privacy Rights Act (the “CPRA”). Service Provider certifies that it (i) understands the rules, restrictions, requirements, and definitions of the CCPA and CPRA, and (ii) understands and will comply with the restrictions set forth in the CCPA, CPRA, and this Addendum.

With respect to personal information collected and processed by Service Provider pursuant to the Agreement (the “Personal Information”), Service Provider shall not:

- (a) Sell the Personal Information;
- (b) Share the Personal Information for cross-context behavioral advertising purposes;
- (c) Retain, use, or disclose the Personal Information, except as necessary for the specific business purposes listed in (i) to (vi) below or any other business purposes specified in the Parties’ Agreement or as otherwise permitted by the CCPA or CPRA:
  - i.* Performing the services described in the Agreement, which include but are not limited to the maintenance and servicing of user accounts, provision of customer service and support, processing of transactions and payments, verification of user information, provision of analytics services, data storage, training, and the fulfillment of similar services on behalf of the Customer;
  - ii.* Ensuring security and integrity of services, including but not limited to debugging and otherwise repairing the services to restore intended service functionality;
  - iii.* Undertaking internal research for technological development and demonstration;
  - iv.* Undertaking activities to improve, upgrade, or enhance the services;
  - v.* Short-term transient uses, provided that personal information is not disclosed to third parties (i.e., parties that are not themselves service providers or contractors) and is not used to build a consumer’s profile or otherwise alter the consumer’s experience outside their current interactions with the business; and
  - vi.* Advertising and marketing services, including the auditing of such services, as authorized or directed by the Customer, and as permitted under the CCPA or CPRA.
- (d) Engage in any activity prohibited by any other provision of the CCPA and CPRA currently in effect.

Service Provider claims no ownership or other proprietary rights in any of the Personal Information. Customer grants Service Provider the right to access, modify, and use the Customer Data for the purpose of performing Service Provider’s obligations under the Agreement, including to provide the Services and incidental to providing the Services, to improve the Services, and to create derivative works, including aggregate consumer information and deidentified data, to the extent such uses are permitted by the CCPA and CPRA.

Service Provider shall notify Customer if it determines that it can no longer meet its obligations under the CCPA or CPRA. Customer has the right, upon notice of at least sixty (60) days, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

For purposes of this Addendum, the terms “personal information,” “service provider,” “third party,” “contractor,” “business purpose,” “commercial purpose,” “cross-context behavioral advertising,” “deidentified,” “sell,” and “share” are as defined in the CCPA and CPRA. “CCPA” and “CPRA” refer to both the statutes and any implementing regulations that are in effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

**NOMAD TRANSIT LLC**

**CITY OF RICHMOND**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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**EXHIBIT B  
PAYMENT PROVISIONS**

***{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}***

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond, Finance Department - Accounts Payable  
Project Manager: \_\_\_\_\_ Department: \_\_\_\_\_  
PO Box 4046  
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, \_\_\_\_\_ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.



**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

\_\_\_\_\_  
City of Richmond  
\_\_\_\_\_

\_\_\_\_\_  
Richmond, CA 94804-0046  
\_\_\_\_\_

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete



responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of  
Richmond and

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**EXHIBIT E**  
**SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of  
Richmond and

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**EXHIBIT F**  
**INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.



## City of Richmond - Insurance Requirements – Type 6(a): 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: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61" style="color: blue; text-decoration: underline;">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .

## City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers

General Liability <i>(primary and excess limits combined)</i>	<p><b>\$2,000,000</b> 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 <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate).</b></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>
Automobile Liability	<p><b>\$5,000,000</b> 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>
<b>Required Policy Conditions</b>	
A. M. Best Rating	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.
Additional Insured Endorsement	<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><b><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 <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</i></b></p>
Primary and Noncontributory	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.
Waiver of Subrogation Endorsement Form	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 <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
Deductibles and Self-Insured Retentions	<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.

## **City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers**

### **Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

### **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

### **Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

### **Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

### **Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

### **Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

### **Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.