



City Clerk Document No. _____

City Council Meeting Date: _____

**CITY OF CHANDLER SERVICES AGREEMENT
FLEX (MICRO) TRANSIT SERVICE
CITY OF CHANDLER AGREEMENT NO. CM2-556-4450**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and River North Transit LLC, a Delaware limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

A. City proposes to establish a flex (micro) transit program as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement begins on June 1, 2022 and ends on June 30, 2024 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to three additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$2,173,471. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement. For the avoidance of doubt, the term "subcontractor" as used herein does not include independent contractor driver partners, third-party rental companies for vehicle lease assignment, or vehicle storage/maintenance providers.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's business expenses attributable to independent contractor drivers, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 5% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit. For the avoidance of doubt, the term "subcontractor" as used herein does not include independent contractor driver partners, third-party rental companies for vehicle lease assignment, or vehicle storage/maintenance providers.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing 90 days prior to termination and upon receiving such notice, the Contractor must discontinue advancing the work as specified under the notice.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue. Upon such termination, the Contractor must deliver to the City any materials provided by the City. The City will make the final payment within 60 days after the Parties agree on the final payment.

5.5 Indemnification. Each Party (Indemnitor) must indemnify, defend, save, and hold harmless the other Party and its officers, officials, agents, and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors, or omissions of Indemnitor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Contractor agrees to waive all rights of subrogation against the City for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement. CONTRACTOR'S TOTAL LIABILITY FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE AMOUNT OF INSURANCE REQUIRED IN THIS AGREEMENT OR THE AMOUNT OF ALL INSURANCE CARRIED BY CONTRACTOR, WHICHEVER IS THE LARGER AMOUNT.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Carolee Stees
 Title: Procurement Officer
 Address: 175 S. Arizona Avenue
 Chandler, AZ 85225
 Phone: 480.782.2405
 Email: carolee.stees@chandleraz.gov

For the Contractor

Name: Rob Benner
 Title: Strategy Principal
 Address: 10 Crosby Street, Floor 2
 New York, NY 10013
 Phone: 617.894.6819
 Email: rob.benner@ridewithvia.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval. For the avoidance of doubt, the term "subcontractor" as used herein does not include independent contractor driver partners, third-party rental companies for vehicle lease assignment, or vehicle storage/maintenance providers.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision. For the avoidance of doubt, the term "subcontractor" as used herein does not include independent contractor driver partners.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or

consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted between the Parties in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted in connection with the performance of this Agreement is confidential and proprietary information belonging to the disclosing Party. Except as specifically provided in this Agreement, the receiving Party must not divulge data to any third party without the disclosing Party's prior written consent except to the extent that those of the receiving Party's employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the data so disclosed. Neither

Party may use the data for any purposes except to perform the services required under this Agreement or by Contractor to and to improve its product and services offerings. These prohibitions do not apply to the following data: (a) data which was known to the receiving Party prior to its performance under this Agreement unless such data was acquired in connection with work performed for hereunder; or (b) data which was acquired by the receiving Party in its performance under this Agreement and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the receiving Party is subject. In the event the receiving Party is required or requested to disclose data to a third party, or any other information to which the receiving Party became privy as a result of any other contract between the Parties, the receiving Party must first notify the disclosing Party as set forth in this Section of the request or demand for the data. The receiving Party must give the disclosing Party sufficient facts so that the disclosing Party can be given an opportunity to first give its consent or take such action that the disclosing Party may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the receiving Party must promptly deliver, as set forth in this Section, a copy of all data to the disclosing Party. All data must continue to be subject to the confidentiality agreements of this Agreement. The receiving Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the disclosing Party if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The receiving Party agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice. In the event that City receives a request for Contractor's data under the Freedom of Information Act ("FOIA") or any similar state law, City agrees to provide Contractor timely notice of such a request. Contractor may suggest to the City proposed redactions based on applicable exemption law which the City has no obligation to consider. If the Contractor disagrees with the City proposed disclosure, within 10 calendar days of the notice date, Contractor must obtain a court order to prevent the disclosure of the requested data/information. If the City does not receive such an order WITHIN THE TIME PERMITTED, the City may disclose Contractor's data as may be required by law or court order.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage

devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the

obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Intentionally omitted.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item

as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor _____

FOR THE CONTRACTOR

By: Erin Abrams _____

Its: Manager _____

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

PROJECT BACKGROUND AND DESCRIPTION

The City of Chandler was recently awarded a \$2 million federal grant from “A for Arizona” to provide a micro transit service for two years in the southwest part of the City. The grant funding, which can be used for capital and/or operations, is meant to enhance transportation options for students at the major schools within the service area. Student outreach and prioritizing transportation for students will play an integral role in determining the success of this service. To fully leverage grant funding, service will need to begin no later than July 5, 2022.

Additionally, the City, in conjunction with Valley Metro, recently finalized a Price Road Flexible Transit study that analyzed the service area and provided recommended service characteristics. Please [visit www.chandleraz.gov/transportation-policy](http://www.chandleraz.gov/transportation-policy) to access this study.

PROJECT GOALS

The City’s primary goals in operating this micro transit service are to:

- Provide better service (reduced wait times, shorter walking distance to access transit) for residents, students and employees in the service area
- Increase ridership within the service area, particularly among students and other commuters
- Provide transit service at a lower cost per trip compared to an underperforming bus route within the service area
- Increase access to the regional transit system by providing connections to the seven bus routes within the service area
- Analyze how students can be best served by micro transit and determine whether micro transit service for students should be continued or expanded
- Understand the role micro transit should play in Chandler’s citywide transit services
- Monitor passenger feedback when a bus route is replaced by micro transit
- Assess the effectiveness of micro transit in providing trips that would otherwise be performed by a paratransit contractor

SCOPE OF SERVICES

By this service order, River North Transit LLC (“Contractor”), a wholly owned subsidiary of Via Transportation, Inc. (“Via”) and the City of Chandler, AZ (“City”) agree to collaborate towards the initiation of City’s demand response transit service in Chandler (as agreed upon by the parties during the planning and design stages of the project) for 24 months following launch thereof, subject to extension by mutual agreement of the parties.

In accordance with the Agreement, Contractor will provide City 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. Contractor 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. Contractor’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 booking via a dedicated phone line 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.

All service design parameters as described below are subject to change based upon the City and the Contractor’s recommendations for final program design, implementation, and subsequent program adjustments and refinements. The City sees this micro transit service as an extension of, and a complement to, the City’s local service, meaning the pilot should provide similar or better customer access and experiences.

1. Service Area

Generally, the service area is between Chandler Blvd. on the north, Price Rd. on the west, Arizona Ave./ Hamilton St. on the east, and Chandler Heights Rd. on the south, with extensions to capture activity centers. Figure 1 (below) shows a map of the service area. Contractor will work with City to establish an extended service area for trips to and from Chandler High School, Hamilton High School, Arizona College Prep Erie, Arizona College

Prep Oakland, Basis Chandler and Bogle Jr. High School. This extended service area will not add more than 6 square miles to the service area.

2. Service Design

The service will be operated as a turnkey, “transportation as a service” model of micro transit within the service area. The Contractor will provide all personnel, equipment and facilities necessary to provide a successful service.

The service is meant to replace one bus route that will be eliminated, expand transit options for this area, provide transportation service to students participating in before and after-school activities, and provide connections to the regional bus network.

3. Fleet

The Contractor will source all vehicles necessary for service, at contractor’s own sole cost.

All service vehicles will be wrapped with Chandler Flex Transit branding to clearly distinguish service vehicles from other vans on the roadway. The City will provide the design for the wrap, but the Contractor will be responsible for having the vehicles wrapped and keeping the wrap in good condition.

a. Fleet Size

The Contractor will source a total of six vehicles. At least five vehicles will be in operation during peak p.m. hours when Chandler Unified School District is in session, with one spare. Fewer vehicles should be in operation during off-peak hours and on days when Chandler Unified School District is not in session.

b. Vehicle Size

Contractor will source six vehicles, which will be a mix of plug-in hybrid Chrysler Pacificas and hybrid Toyota Siennas. Contractor will provide cost estimate to City for 2-3 Ford Transit or similar sized passenger vans to replace a portion of the minivan fleet. City will direct Contractor whether to proceed with all minivans or to incorporate 2-3 larger passenger vans. Vehicles will be in good operating condition and have a new appearance. At the beginning of service, vehicles should have less than 60,000 miles and should be 2019 models or newer. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, Contractor has the flexibility to supplement the fleet with a temporary fleet that would include other makes and models to be deployed for temporary short term periods, as necessary in order to increase the supply of vehicle hours. Such may be unwrapped and identified by magnets.

c. Seating Capacity

Vehicles must seat at least six passengers in addition to driver. Adequate spacing and comfortable seating should be provided to enhance the passenger experience.

d. Flashing Lights

Vehicles will have highly visible flashing lights mounted atop the vehicle to allow for safe stopping on streets to perform pickups and drop-offs at established bus stops. City and Contractor will determine the appropriate type of lights for the fleet, along with the areas where these lights will be most appropriate.

e. Wheelchair Accessibility

Two or more vehicles will be wheelchair accessible.

f. Bike Racks

Bike racks will be provided on non-wheelchair accessible vehicles.

g. Maintenance

The Contractor is responsible for maintaining all vehicles in a good state of repair, with regular cleanings and all maintenance to be managed by the Contractor.

h. Fueling

The Contractor is responsible for fueling vehicles and the cost of fuel.

i. Cameras

At the City's request, Contractor will install fleet cameras to monitor drivers and passengers in the interior of the vehicle for an additional one-time fee (either \$175 or \$3,000 per vehicle, depending on camera type) and an additional \$0.50 per hour. Contractor will manage video data in accordance with its internal data retention policies. Sections 5.25 (Data Confidentiality and Data Security) and 5.26 (Personal Identifying Information-Data Security) of the parties' Agreement applies to all data originating from or related to cameras or use of cameras under this Agreement.

4. Service Days and Hours

The Contractor will provide services according to the following schedule:

a. Days: Monday through Saturday

b. Hours: 6 a.m. to 9 p.m. weekdays, 7 a.m. to 8 p.m. Saturdays. Contractor should be able to utilize demand data to determine if hours should be compressed, expanded, or otherwise modified.

c. Peak Operating Hours: Weekdays, 6 to 9 a.m. and 2:30 to 6:30 p.m. More vehicles will need to be in service during these hours (particularly the p.m. peak) than during off-peak hours. Contractor will utilize data to determine more precise peak windows and optimize the number of vehicles on the street during peak and non-peak times to enhance productivity and service quality and/or reduce costs.

- d. Holidays: No service will be provided on Christmas, Thanksgiving, New Year's Day, Independence Day, Memorial Day, and Labor Day. Other holidays (Martin Luther King Day, President's Day, Veteran's Day, Day after Thanksgiving, Christmas Eve, New Year's Eve, and Chandler Unified School District calendared school breaks) may be served with fewer vehicles than typical weekdays.

5. Personnel

- a. The Contractor will provide all necessary personnel (staff or contracted), such as drivers, vehicle maintenance and repair personnel, administrative/project management, field supervisors and others to successfully operate the service.
- b. Drivers must be qualified with good customer service skills and familiar with safe vehicle operations, picking up/dropping off passengers, interacting with passengers (including students), providing service to passengers with disabilities, providing service to minors, and handling difficult situations/challenging passengers.
- c. The Contractor must conduct appropriate background checks and drug and alcohol testing, and implement a zero tolerance drug and alcohol policy.
- d. The Contractor must provide all technical onboarding and support to personnel performing services.

6. Facilities

- a. The Contractor will maintain a physical location for maintaining and cleaning vehicles. Via staff will provide on-the-ground onboarding, marketing, and launch support to ensure a smooth deployment. Via staff will be available for virtual and occasional in-person meetings.
- b. The Contractor is responsible for parking fleet vehicles when not in service. The Chandler Park and Ride, located at 2100 S. Hamilton Street can provide an unsecured vehicle storage location. Additionally, the top floor of parking garages in downtown Chandler may be used for unsecured vehicle storage. Vehicle maintenance will not be performed at these City owned parking facilities.

7. Ride Booking

The Contractor will provide:

- a. A consumer-facing smartphone application for a fully automated scheduling, dispatching and reserving demand responsive transit service.
- b. A concierge service interface for staff to book a trip on the behalf of a customer for customers who do not have or do not choose to use a smart phone.
- c. The ability for caretakers to book a trip for select customers with disabilities, as determined by Valley Metro.
- d. An intake system which is capable of intelligently pooling customer pick-ups and drop-offs.
- e. The ability to integrate with Valley Metro systems, service data and applications for intermodal trip planning and fare payment.

- f. The ability to transport minors (13 and over) traveling with or without an adult . Contractor will require parent/guardian consent to provide rides to unaccompanied riders ages 13 through 17. Riders under the age of 13 will be prohibited from riding alone.
- g. Customer access to account and ride history (when utilizing a smartphone application).
- h. The ability to pre-book trips, schedule recurring trips, and book on-demand trips.

8. Routing

The Contractor will provide:

- a. A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing.
- b. Corner-to-corner service for customers for operational efficiencies (requiring customer to walk certain distances is acceptable).
- c. Curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties (to be determined by Valley Metro). Curb-to-curb service may be provided when such service will not delay other passengers' pick-up or drop-off time.
- d. The ability to add passengers to a route in progress.
- e. A maximum time added based on reroute to pick-up passengers: Customer experience is not more than five minutes late from the quoted time.
- f. Integration with Valley Metro systems, including using a GTFS data feed to provide trip planning options for customers to choose microtransit or fixed route buses.
- g. The ability to integrate with micromobility companies operating in Chandler through a deep link integration that will take users from micromobility applications directly into the Via Rider App to allow for multi-modal trip planning.

Note: Scheduled service points are not a requirement for the pilot at this time.

9. Trip Characteristics

- a. Services provided by the Contractor must meet the following metrics:
- b. Pooled rides of one to seven passengers with shared trip goal of 50%
- c. Maximum wait time: 45 minutes
- d. Average wait time: 10 – 15 minutes
- e. Average walk distance to/from stop: 0.10 miles
- f. Maximum walk distance to/from stop: 0.25 miles
- g. Average total trip time from boarding to alighting: 15 minutes
- h. Maximum total trip time from trip request to alighting: 60 minutes
- i. Equivalent service standards for wheelchair-accessible vehicle requests
- j. The ability for City to monitor trip data (number of trips, time and date of trips, wait times, ride times, shared ride %, walk distances, pick-up and drop-off locations, on-time performance, etc.) and make adjustments to desired trip characteristics, service area, and operating hours
- k. The ability for passengers to see real-time vehicle location in app

Note: The Contractor is encouraged to explore partnerships with a TNC or taxi provider if its modeling shows that five vehicles is not enough to meet peak demand.

10. Passenger Pick-Up and Drop-Off

The Contractor will:

- a. Ensure safety for all users (including bicyclists and pedestrians) in all passenger pick-up and drop-off locations. turned on. Vehicles with flashing lights may provide pick-up/drop-off at bus stops along arterial streets.
- b. Provide the ability to set virtual bus stops and clearly communicate pick-up/ drop-off locations with passengers
- c. Ensure a maximum driver wait time for passenger pickup of three minutes
- d. Provide the ability for customers to see pick-up and drop-off locations and trip routing via smartphone app
- e. Provide the ability for customers to communicate directly with driver to coordinate pick-up
- f. City and Contractor will determine a process to ensure coordinated connections with Valley Metro paratransit services

11. Customer Service

The Contractor will provide customer service and support during all operations in which service is being operated. City staff will have access to reporting on customer service performance and visibility into complaints.

12. Fare Payment

- a. Fare will be free for the first three to six months of operations. After three to six months, ridership and operations will be analyzed to determine the appropriate fare amount.
- b. Fare will remain free for students throughout the entire initial two-year term. In order to provide free fare to students, trips to or from Chandler High School, Hamilton High School, Arizona College Prep Erie, Arizona College Prep Oakland, Basis Chandler, and Bogle Jr. High School will be fare free.
- c. The Contractor will deduct from monthly bills the amount of fares collected, minus payment processing fees.
- d. The Contractor must provide:
 - The ability to integrate into the Valley Metro app so that regional fare purchases can be accepted as fare on this system
 - A fare structure that accommodates customer-specific or trip type discounts or surcharges (i.e. reduced senior rate)
 - The ability for payment to be verified/validated via smartphone or a physical Valley Metro pass
 - The ability for fare revenue to be deducted from monthly billing
 - An auditable fare revenue collection process; flow of funds to be certified
 - The ability to accept unbanked customers without access to debit or credit cards

- Alternatives to cash fare collection (payment in app, etc.)

13. Program Data

The Contractor will share data from the service as set forth in Appendix 1 (the “Pilot Data”).

Service data shall be made available in formatted numerical and graphical reports.

14. Marketing/Outreach

The Contractor will:

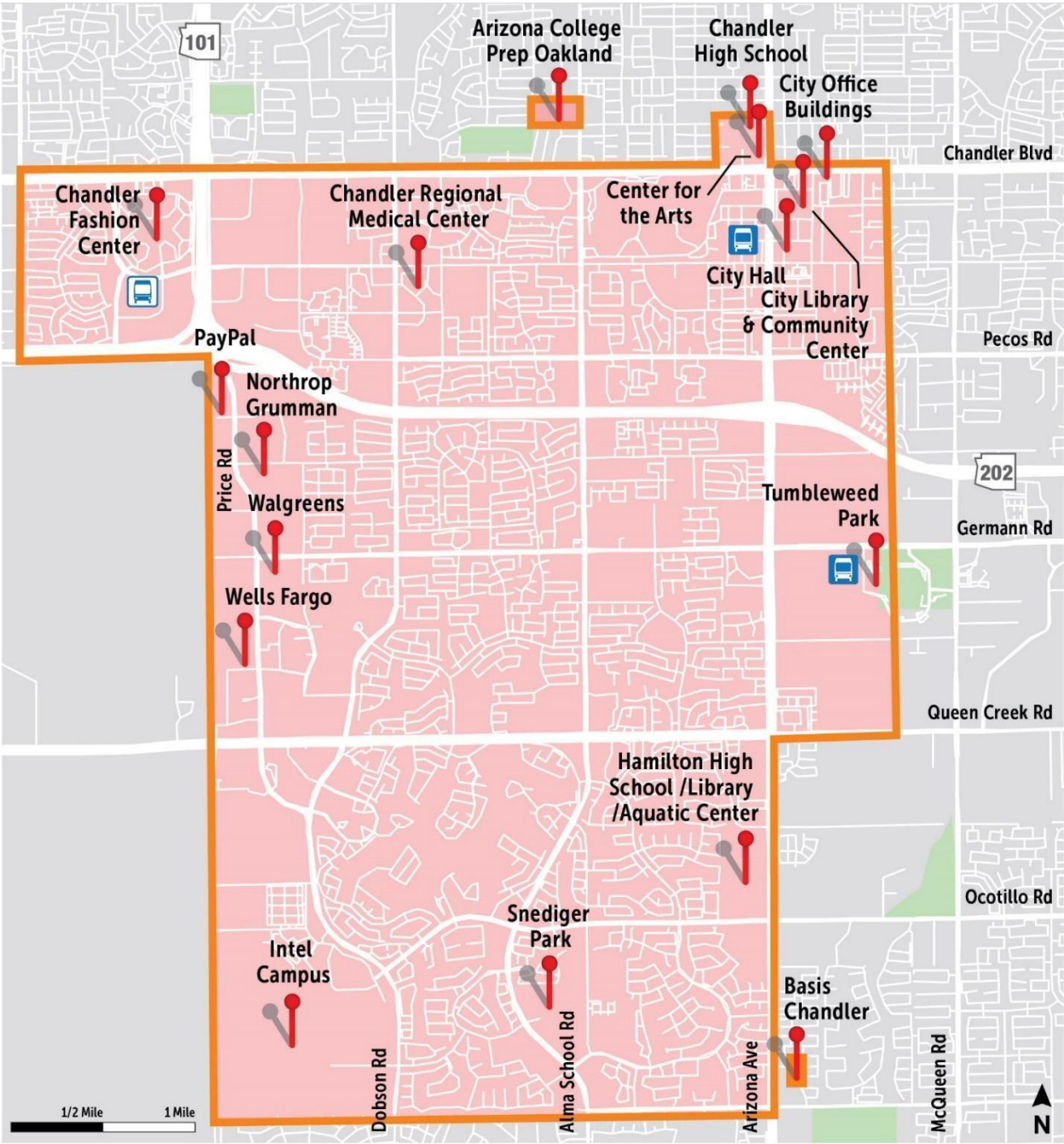
- a. Develop and implement a robust marketing strategy to ensure a broad outreach to Chandler residents, employees and students that may be interested in utilizing this new service. Apply strategies such as referrals/ promotions, press releases, posters/ signage, community outreach, business outreach, political outreach, school outreach, and paid digital channels.
- b. Provide marketing material (social media posts, flyers, etc.) to the City of Chandler, Valley Metro and Chandler Unified School District for distribution through these agencies’ channels
- c. Develop additional marketing strategies beyond what can be reached through City, Valley Metro and School District channels, such as outreach to neighborhoods, employers, etc.

CITY RESPONSIBILITIES

The City will be responsible for:

- a. Providing marketing support, including posting announcements/blurbs through the City’s social media channels (Facebook, Twitter, Nextdoor, etc.), sending a notice by mail in the City’s utility bill, drafting news release and working with local news outlets to encourage coverage of the new service when it launches, posting signs at bus stops in the service area, working with Valley Metro to leverage its social media and other outlets, etc.
- b. Designing vehicle wraps
- c. Making decisions, utilizing data and recommendations provided by Contractor, on fare, operating hours, number of vehicles on street during and outside of peak hours, walking distance rules, wait time rules, and other rules that significantly impact the customer experience
- d. Providing customer service for issues escalated beyond the Contractor
- e. Support the distribution of ride vouchers for unbanked riders, when determined necessary by the City.

FIGURE 1



Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the City's "Core Team" who are designated authorized users of the Via Solution and Service Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms. City will contact Contractor to update City's Core Team as necessary at any point during the contract. Contractor will promptly update City's Core Team listed in this document.

Exhibit 1.

Core Team	
Title	Name
Transportation Planning Coordinator	Sasha Pachito
Transportation Planning Coordinator	Nancy Jackson
Transportation Planning Supervisor	Jason Crampton
Transit Services Coordinator	Richard Becker

Data Sharing Plan – Appendix 1

As part of the service, Contractor will make below data available to members of the City's Core Team, for the purpose of performance tracking and program evaluation and provide the City with ownership of all service data. 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 Contractor, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Contractor's intellectual property and the privacy of Riders, Contractor will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for City's access. These reports will be refreshed daily and City will be able to view data based on daily, weekly, and monthly windows and view KPI data based on monthly averages and totals. City will be able to view number of trips and time of trips to/from Chandler High School, Hamilton High School, Arizona College Prep Erie, Arizona College Prep Oakland, Basis Chandler, and Bogle Jr. High School.

The reports are aggregated, de-identified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET	
Dashboard	Data / Graphs provided
Top Level Service Operations Metrics Key service metrics filterable by time period	• Total ride requests: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. • Requests during service hours: "Total ride requests" made during service hours. • Met Demand: the total number of Ride Requests that received a ride proposal. • Met Demand Rate: 'Met Demand' out of 'Total ride requests,' as a percentage. • Completed rides: the total number of riders (including additional passengers) successfully transported. • Completed Rides Rate: 'Completed Rides' out of 'Total ride requests,' as a percentage. • Utilization: the average number of passengers transported per vehicle per hour.
Service Operations Metrics Graphs Graphs/visualization of key metrics by day, week,	• Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill.

month, or specific days of the week	● Detailed Ride Requests Status: A detailed breakdown of the outcome for each Ride Request (e.g., completed, canceled, no show) ● Utilization: the average number of passengers transported per hour by day
Rider Experience Snapshot of quality of service and rider experience	Top Level Metrics ● Average Ride Duration: average time in minutes from pickup to dropoff (displayed for completed rides only). ● Average Ride Rating: average ride rating provided by riders (out of 5 stars). ● Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned. ● Dropoff Time Requested vs. Scheduled: 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. ● Dropoff Time Scheduled vs. Actual: the average difference in minutes between the scheduled dropoff time and the actual dropoff time. ● Pickup Time Requested vs. Scheduled: 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. ● Pickup Time Scheduled vs. Actual: the average difference in minutes between the scheduled pickup time and the actual pickup time. Rider Experience Graphs (filterable by day, week, month) ● Average Ride Duration ● Average Ride Distance ● Average Ride Rating ● Average Pickup Walking Distance ● Average Wait Time

Data Generator: Ride Request Table Detailed table of every ride request made for the service	Data Columns in Table ● Request Creation Date ● Request Creation Time ● Request ID ● Request Status (whether trip was performed or not) ● Rider ID ● Wheelchair Accessible ● Number of Passengers ● Origin Address ● Origin Latitude ● Origin Longitude ● Destination Address ● Destination Lat ● Destination Lng ● Trip type (pre-booked vs. on-demand) ● Wait time ● Ride Price ● Fare collected ● Ride Distance ● Ride Duration (min) ● Walking distance from origin
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In addition to the above, Contractor will:

- a. Provide quarterly heat maps showing popular origins, destinations and trip patterns.
- b. Have the ability to access surveys through the app and work with the City to administer surveys when requested.
- c. Gather feedback from riders (ratings and comments) and share results with City.

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Offerors must provide pricing in the format provided below. Fees must be inclusive of all services, materials and equipment required to perform the services described in the Scope of Work.

The table below outlines the payment structure, in which City would be charged an upfront fee, ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The total contract value shall not exceed \$2,173,471 for the 24 month contract term.

Section 1 – Year 1 and 2 Pilot Program

TaaS Pricing Proposal for Chandler, AZ Via Transportation

	Year 1 Proposal A Proposed Service	Year 2 Proposal A Proposed Service	Total Year 1 + Year 2 Proposal A Proposed Service
Total Number of Vehicle Hours	11,924	11,924	23,848
Days / Week of Operations	6	6	6
Avg. Service Hours / Day	15	15	15
Duration of Deployment (Months)	12	12	12
Non-WAV Vehicles in Fleet	3	3	3
Wheelchair Accessible Vehicles (Included in Price)	2	2	2
Total Active Vehicles in Fleet	5	5	5
Spare Vehicles in Fleet	1	1	1
Fixed Upfront Costs ⁽¹⁾	\$121k	\$0k	\$121k
Ongoing Operational (Non-Upfront) Costs	\$0.99M	\$1.04M	\$2.02M
Total Cost	\$1.11M	\$1.04M	\$2.14M
Fully Loaded Cost / Vehicle Hour (Excl. Upfront Costs)	\$82.74	\$86.88	\$84.81

Note: Pricing excludes taxes.

(1) Includes WAV retrofit costs, vehicle wraps, technology installation, GTFS integration, fare payment integration, and integration to micromobility provider apps. All other integrations are excluded and will need to be scoped and

Section 2 – Program Extension Terms

Description	Fee
Hourly Rate Inclusive of all vehicles, personnel, fuel, taxes, tolls, surcharges, etc.	Annual rate increase of the greater of 5% or the U.S. CPI
Annual Fixed Fee Inclusive of any costs not included in the hourly rate. Offeror may leave blank if all ongoing costs are built into hourly rate.	\$0, unless additional zone expansions (expansions greater than 10 square miles may incur charges depending on complexity), vehicle wraps, or WAV retrofits are elected

City will be billed for the above fees as described below. Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, Contractor may opt to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below. City shall pay the following fees to Contractor:

Fixed (Upfront) Costs

City shall pay to Contractor a non-refundable installation fee of \$121,000 which will be payable in full upon signing of this Order.

Ongoing Invoice Fees

City shall be responsible for monthly ongoing fees of \$82.74 per vehicle hour in Year 1 and \$86.88 in Year 2 (the "Monthly Subscription Fees"). A vehicle hour is defined as each hour where a driver is active on the Via platform, excluding breaks. Notwithstanding the number of vehicle hours incurred per month, City shall be responsible for a minimum Monthly Subscription Fee of \$30,000 per month (the "Minimum Monthly Fees"). Minimum Monthly Fees will not apply to months during startup when passenger service is not being provided. Additionally, Minimum Monthly Fees will be prorated for months where passenger service covers only a partial month. The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Order. In the event that the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the City shall be responsible for paying such difference (the "Monthly True-up") on a monthly invoice basis. All fees set forth herein shall be payable by City on a net thirty basis.

Contractor will provide City with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month attached hereto as Exhibit A. Contractor is responsible for monitoring service hours to ensure project stays within budget. The City hereby agrees that

the sample invoice form set forth on Exhibit A is satisfactory to City, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to Contractor. If City requires additional invoice support, Via can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in Contractor's costs, Contractor or City may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in Contractor's cost per hour of 10% or more for labor (driver pay), or 20% or more for vehicle rental or fuel, compared to costs at the time of contract signing, Contractor may amend the ongoing on-demand vehicle hour rate accordingly.

Should Contractor elect to request to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to City, and, if approved by the City, the contract will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the City, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Fare revenue collected (net of processing fees), will be reflected as a credit on the Customer's invoice on a one month lag.

Exhibit A
Invoice Example

Please see the following invoice sample:

CONFIDENTIAL



River North Transit, LLC

Via Transportation, Inc.
10 Crosby Street, Floor 2
New York NY 10013
United States

Bill To

[Partner]
[Address]

Invoice

Date	8/31/2021
Invoice #	INV001
Terms	Net 30
Due Date	9/30/2021
PO #	
Billing Period	Aug 2021

Description	Rate	Quantity	Amount
Total Vehicle Hours	60.00	1,000	60,000.00
Farebox Revenue Credit - July	(5,000.00)	1	(5,000.00)

Total \$55,000.00

Please make checks payable to:

Via Transportation, Inc.
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

EXHIBIT C TO AGREEMENT INSURANCE

I. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor shall procure and maintain, until all of Contractor's obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to always maintain the required insurance during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause as the City requires of the Contractor in this Agreement and which contains insurance requirements consistent with industry standards. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

II. Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products and completed operations, independent contractors, personal injury, and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

Products – Completed Operations Aggregate	\$10,000,000
Each Occurrence	\$7,000,000

The policy may not exclude the explosion/collapse/underground (“cu”) hazard.

B. Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non- owned vehicles operated by Contractor or its authorized agents and used in the performance of work under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

Combined Single Limit (CSL)	\$5,000,000
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The policy must contain an “MCS-90” endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under this Agreement requires the transportation of any Hazardous Substances by motor vehicle.

C. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

D. Technology Errors and Omissions Liability including Network Security and Privacy Liability

Minimum Limits:	
Per Loss	\$5,000,000
Aggregate	\$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

1. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
2. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
4. Additional Requirements. The policy shall provide a waiver of subrogation

III. Additional Policy Provisions Required.

- A. Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials,

agents, and employees shall be more than the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three-year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials, and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. Insurance Cancellation During Term of Contract/Agreement.

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-

renewal of any insurance within seven days of receipt of insurers' notification to that effect.

C. City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are more than those required by this Agreement.

EXHIBIT D TO AGREEMENT SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement. For the avoidance of doubt, the term "subcontractor" as used herein does not include third-party rental companies for vehicle lease assignment, or vehicle storage/maintenance providers.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background

Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.