

**AMENDMENT NO. 1 TO CONTRACT NO. C23184827
BETWEEN THE CITY OF PALO ALTO AND
NOMAD TRANSIT, LLC**

This Amendment No. 1 (this “Amendment”) to Contract No. C23184827 (the “Contract” as defined below) is entered into as of April 10, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and NOMAD TRANSIT, LLC, a Delaware limited liability company, located at 10 Crosby Street, 2nd Floor, New York, NY 10013 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of providing transit and shuttle services, inclusive of equipment, transportation planning, customer engagement, and marketing services, labor and vendor services, and the technology to support services, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase not to exceed compensation by five hundred fifty-eight thousand five hundred fifty dollars (\$558,550) from two million forty-three thousand five hundred fifty dollars (\$4,043,550.00) to a new not-to-exceed total compensation of two million six hundred one thousand five hundred fifty dollars (\$2,601,550.00) for 6,194 additional vehicle hours (from 21,580 hours to 27,774 hours) as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C23184827 between CONSULTANT and CITY, dated December 12, 2022.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4, “NOT TO EXCEED COMPENSATION” of the Contract is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled “COMPENSATION,” including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **two million six hundred one thousand five hundred fifty dollars (\$2,601,550.00)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled “SCHEDULE OF RATES.” Any work

performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 4 shall be at no cost to the CITY.”

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “C” entitled “Compensation, Amendment No. 1”, AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO


City Manager

APPROVED AS TO FORM:

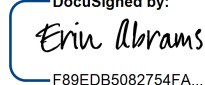
City Attorney or Designee

NOMAD TRANSIT, LLC

Officer 1

By:  DocuSigned by:
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Name: Alex Lavoie, Chief Operating officer
Title: Manager

Officer 2

By:  DocuSigned by:
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Name: Erin Abrams
Title: Chief Legal Officer

Attachments:

EXHIBIT "C" entitled "COMPENSATION, AMENDMENT NO. 1 (AMENDED, REPLACES PREVIOUS)

EXHIBIT C
COMPENSATION, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CITY agrees to compensate CONSULTANT for Services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below, provided that the total compensation for the Services, including any specified reimbursable expenses, and the total compensation for Additional Services (if any, per Section 4 of the Agreement) do not exceed the amounts set forth in Section 4 of this Agreement.

CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE

TASK	NOT TO EXCEED AMOUNT
Task 1 (Upfront Costs)	\$92,500.00
Task 2 (Vehicle Hours (Up to 27,774 Hours))	\$2,503,050.00
Task 3 (Estimated Electricity Cost (To be Treated as a Pass-Through))	\$6,000.00
Sub-total for Services	\$2,601,550.00
Reimbursable Expenses (if any)	\$0.00
Total for Services and Reimbursable Expenses	\$2,601,550.00
Additional Services (if any, per Section 4)	\$0.00
Maximum Total Compensation	\$2,601,550.00

Note: Pricing assumes that the Services provided hereunder are tax exempt and assumes service hours of 8am-6pm M-F. Pricing assumes launch within 4 months of contract signing. Estimated Electricity Cost assumes 2 active EVs with 171 Wh/km efficiency and electricity cost at \$0.23 / kWh. Electricity costs will be treated as a pass-through. In the event that the Services cease to be tax exempt, such taxes will be treated as pass-through and charged to the City.

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.