



**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: April 28, 2015

**SUBJECT: APPROVE CAPITAL IMPROVEMENT PROJECT NO. 2336 (COMMUNITY ELECTRONIC BIKE LOCKERS AT CONCORD'S CIVIC CENTER AND PUBLIC LIBRARY); ACCEPT TRANSPORTATION FUND FOR CLEAN AIR REGIONAL GRANT IN THE AMOUNT OF \$10,000; APPROPRIATE PROJECT FUNDING; AND AUTHORIZE EXECUTION OF THE FUNDING AGREEMENT (FUNDED BY: TFCA GRANT AND GENERAL FUNDS)**

**Report in Brief**

Project No. 2336 (Community Electronic Bike Lockers at Concord's Civic Center and Public Library) supports alternative transportation options and assist in the implementation of the City's Climate Action Plan. City staff applied for and received a Transportation Fund for Clean Air (TFCA) Regional Funding Grant from the Bay Area Air Quality Management District (BAAQMD) to help offset costs associated with the purchase of four bike lockers to be installed at the Civic Center campus near the Concord Library. These secure bike lockers will encourage visitors to ride bicycles by offering a safe and convenient parking option.

Staff recommends that the City Council approve Project No. 2336 (Community Electronic Bike Lockers at Concord's Civic Center and Public Library); accept a TFCA Regional Grant in the amount of \$10,000; appropriate \$13,000 from the Community & Economic Development Department's Operating Budget to fully fund the bike locker installation project; and authorize the execution of the Funding Agreement.

**Background**

On February 6, 2015, staff applied for and was awarded a Transportation Fund for Clean Air (TFCA) Regional Grant from the Bay Area Air Quality Management District (BAAQMD) for the purchase and installation of four electronic bicycle lockers at the Civic Center campus near the Public Library (Attachment 1). The TFCA provides funding to reduce emissions from on-road motor vehicles, including Bicycle Facility projects (i.e., the installation of bike racks and/or electronic bike lockers, as well as initiating public bicycle fleets.)

**APPROVE CIP PROJECT NO. 2336 (COMMUNITY ELECTRONIC  
BIKE LOCKERS AT CONCORD'S CIVIC CENTER AND PUBLIC  
LIBRARY); AND APPROPRIATE PROJECT FUNDING**

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The four lockers are attached as one structure called a “Quad” which contains two access doors on each end (Attachment 2). The remaining scope of this project includes removing a 17’x10’ section of the turf area adjacent to the existing bike parking area, redirecting any existing underground irrigation lines as needed, and pouring a concrete pad where the electronic bicycle lockers will be installed.

**Discussion**

Through this grant, the City will receive \$2,500 per bike locker unit, for a total of \$10,000, to assist in funding the cost of the purchase and installation of four electronic bike lockers from the TFCA-approved supplier, eLock Technologies. Each locker comes equipped with the popular “BikeLink” system (Attachment 3) which requires that each user obtain a BikeLink card, usable at any locker within the system. This allows the user to “rent” bicycle storage space at a rate of \$.05/hour paid directly by deduction from the BikeLink card, into the BikeLink system. This fee is in turn used to offset the available 24/7 customer service, as well as the administration of the cards (selling, refilling, replacing, etc.). A BikeLink card can be purchased for \$20 from many locations – including online – and can be refilled at any point. The BikeLink inter-agency network is widely used around the Bay Area including all BART Stations, and many Transit Centers such as Contra Costa Centre. The City of Concord will not receive or provide any funding to the BikeLink system.

The City is required to provide the remaining funding necessary to complete the installation of the lockers, including the aforementioned site work, estimated at approximately \$13,000. The City is also required to execute the funding agreement which constitutes final approval and obligation by BAAQMD (Attachment 4).

The estimated project schedule calls for construction to begin in July, 2015 with completion in approximately September, 2015. This will include adequate time to order and receive the electronic bike lockers, as well as entering into a construction contract to complete the installation of the concrete pad.

**Fiscal Impact**

Project No. 2336 (Community Electronic Bike Lockers at Concord’s Civic Center and Public Library) requires the acceptance and appropriation of the TFCA Grant and the appropriation of approximately \$13,000 to fund the local match contribution necessary to receive the TFCA grant, as well as associated administrative costs, including a 5-year Service Contract. Staff recommends funding this through a \$13,000 budget transfer in General Funds (Fund 100) from the Community and Economic Development Department’s Operations Budget. These funds are currently available and have been set aside for special projects, as approved by the Department Director.

**Public Contact**

The City Council Agenda was posted.

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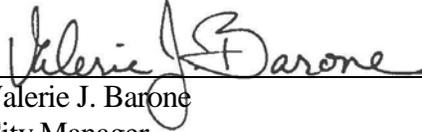
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**Recommendation for Action**

Staff recommends that the City Council approve Project No. 2336 (Community Electronic Bike Lockers at Concord's Civic Center and Public Library); accept a TFCA Regional Grant in the amount of \$10,000; appropriate \$13,000 from the Community & Economic Development Department's Operating Budget to fully fund the bike locker installation project; and authorize the execution of the Funding Agreement.

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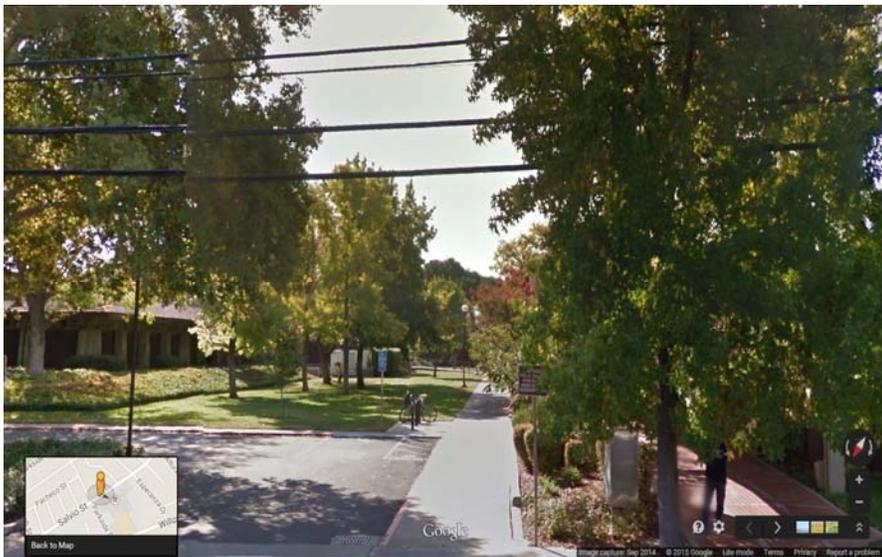
Attachment 1: Location Map

Attachment 2: eLocker Product Information

Attachment 3: BikeLink Product Information

Attachment 4: BAAQMD FYE 2015 TFCA Funding Agreement

Aerial view of location for Electronic Bicycle Locker installation. The Concord Public Library is on the left and has an entrance that faces the City of Concord Civic Center Campus on the right. The "Quad" Electronic Bicycle Locker will be in addition to the current Bicycle Racks installed at this location.

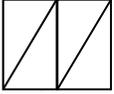
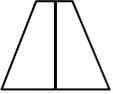


The site for the installation of the Electronic Bicycle Lockers will abut against the current concrete pad that houses the Bicycle Racks. The City will construct an additional concrete pad of approximately 17'x10' to accommodate the Lockers. These dimensions will provide sufficient space to load and unload bicycles from any of the four doors on the Quad Locker.



# BikeLink™ G5 eLocker™ Technical Features & Specifications

## Locker Types

 <p><b>Quad eLocker</b> 4 spaces, 2 Controllers <i>Most popular and cost effective.</i></p>	 <p><b>Wedge eLocker</b> 2 spaces, 1 Controller <i>For corners and to maximize visibility and traffic flow.</i></p>	 <p><b>Double eLocker</b> 2 spaces, 2 Controllers <i>For sites with limited clearance. Cannot be grouped.</i></p>
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## Standard eLocker Configurations

- Modular design and replaceable components for ease of maintenance, lower lifecycle costs, and upgradability.
- High quality materials, design, and attention to aesthetics.
- Three year limited Warranty. Service & Operations Plan options.
- 304 stainless steel exterior frame and perforated 304 stainless steel doors and side panels with bike graphic perforation pattern.
- Ultra-low power electronic controllers with ISO-7816 compliant smart card readers (ready for ISO-14443 contactless RFID/NFC card reader, magnetic stripe card reader, and LAN/WAN wireless networking upgrades).
- Motor-driven 3000 lb test latch system.
- Translucent blue FRP roof.
- On-site post-installation orientation.
- BikeLink™ software license.
- Free technical support for the life of the product.



## Details

### Electronic Controller Housing



- 304 series 16 gage stainless steel.
- ¼" thick UV and abrasion protected polycarbonate windows.
- No exposed edges to pry against.
- Removable for maintenance and battery or latch assembly replacement.
- Housing held in place by recessed high-security mechanical lock.
- High contrast, wide temperature 128x64 graphic LCD user interface display with backlight for nighttime operation.

### Exterior Frame & Doors



- Exterior Frame and doors: Stainless steel with #4 finish (standard, other finishes available)
- Interior Frame Components: 16 and 18 gage G90 galvanized steel.
- No externally removable screw fasteners.
- ¼" on 3/8" perforation pattern provides exceptional security resistance and for visibility of contents for security monitoring and rental rules enforcement.
- Door recessed and extra thick for pry resistance.
- Full length pry guard / door handle.
- Door braced for additional security and out-of-plane stiffness to ensure consistent latching.
- Lockers designed to be installed plumb and level for consistent automatic door opening action.
- Debris skirts & door flaps prevent intrusion and entrapment of wind-blown debris.
- FRP roofs meet stringent Transit Agency fire resistance requirements, resist very high impact, UV and cutting, yet let light in so locker contents remain visible at a distance.
- Roof sloped to shed rain and deter repose.

## Exterior Side Panels



- Standard Exterior Panels are 18 gage 304 stainless steel with 1/4" on 3/8" staggered round hole perforation pattern with bike graphic.
- Custom exterior panel options are available, such as bike images created with perforation patterns, or clear polycarbonate for advertising.
- Visibility of contents for security and enforcement. Also makes it easy to see which spaces are available.

## Interior Divider Panels

- 3/8" on 1/2" round hole perforated interior divider panels.
- Proven security characteristics and excellent visibility for security and rules enforcement.



## Locking & Latching System

- Patented "always locked" logic means door is secured even when locker is empty and available for parking or bike return. This deters misuse as shelter or for storage of inappropriate items.
- Motor-driven latch release mechanism for low power consumption and reliable operation even if batteries are low.
- 3000 lb pull-out test automotive grade latch mechanism.
- Latch can be released from inside locker without using a card or key ("panic release").

## Optional Vehicle Presence Sensing (VPS) Hardware (for Bike Share operating mode)

- Optional low profile self-adhesive metal-mount 900MHz passive tag mounts on bicycle frame and can be read within locker, but not outside of locker by optional VPS reader that mounts on interior divider panels.

## Power Supply

- Each controller is individually powered, so any power supply failure affects a maximum of two parking spaces.
- Power management logic is designed to work with both a "primary" and "backup" power source to maximize reliability and optimize battery replacement field service operations.
- Three power supply options: 1) Solar/low self-discharge NiMH with alkaline backup, 2) Alkaline with alkaline backup, or 3) AC power with low self-discharge NiMH battery backup. Lithium backup battery option for locations requiring operation below -18 C.

## User Access and Interface



- In Parking mode, pre-pay parking interface shows how long a user intends to park and reinforces the user's understanding of the lockers as a shared resource.
- Park, retrieve or rent a bike in 15 seconds or less.
- Contact-type (ISO-7816 compliant) on-demand smart card access.
- Electronic controller/reader is upgradable to read contactless (ISO-14443A/B compliant) devices with AES encryption.
- Electronic controller/reader is upgradable to read magnetic stripe cards.
- User access devices distributed via bikelink.org (888) 540-0546 24/7 and local retail vendors.
- Online or telephone purchase of add value.
- No card needed to access user information screens describing rentals rates and policies, how to get access, how to use the system, emergency contact phone numbers, etc.
- Electronic controller/reader is upgradable to provide 128-bit AES-encrypted local area network (LAN) communication, and SSL-secured wide area network (WAN) communication with the internet (via cellular, wifi, or direct wired connection). LAN/WAN upgrade provides many valuable administrative, user, and owner benefits.

## BikeLink System General

- BikeLink™ system administration services, owner and user web tools, 24/7 user and owner telephone support are all included with Software License (these services are covered by card sales revenue, no ongoing cost to owner).
- BikeLink is an inter-owner open-access system; cardholders can access any BikeLink™ facility.

## User Web Resources

- Purchase, activate, or add value to card.
- Login to update contact information.
- FAQs.
- Facility locations and card retail vendor search tool.
- Location-sensing map with option to show nearby bike paths and amenities.
- How-to videos.
- Cardholder Agreement.

## User Telephone Support Resources

- Operators can sell, activate, or add value to card.
- Operators answer questions about the system, including how/where to get access.
- On-call technicians are available to support our call center staff 24/7 to help with difficult questions, malfunctions, remote release of bike for lost cards, etc.

## On-site Administration Tools

- Smart Manager Card provides access to rental settings, date & time setting, battery levels, rental history, ability to switch between pay-for-parking and automated bike rental modes, start or end rentals, open doors, and other features.
- Mechanical Service Key for general maintenance, battery replacement, and mechanical latch override.

## Resources & Software Tools for Facility Owners

- Individual controllers or locations may be access-restricted at any time so that an owner-controlled access code is required to access designated lockers.<sup>3</sup>
- Web-based customizable usage data plotting and downloading tools.
- Cardholder address geocoding and mapping.
- Outreach flier samples and templates in .ai format.
- BikeLink equipment product manuals.
- Promotional program sales tracking tools.
- Cardholder information search by card number or name.
- Deployed equipment records by location.

## BikeLink System Administration Web Tools

- Call Center operator scripts.
- Comprehensive problem report and resolution tracking system.
- Service-in-progress and service records tracking system with ability to link service reports to problem reports facilitates coordination of eLock engineers and regional field technicians.
- Cardholder information database tools.
- Email and snail mail address verification tools.
- Card vendor inventory and order tracking tools.
- Detailed deployed equipment records by location.
- Detailed transaction history by user or controller.
- “Paddle” administration device for efficient firmware release management, data collection and uploading, settings and information screen changes. PC and web software for both tethered and un-tethered paddle modes.

## Installation and Relocation

- Installation by eLock technicians is strongly recommended. Installation by others requires training or supervision by eLock technicians to ensure proper mechanical, electronic, and software operation.
- Adjacent units can be tightly connected to each other.
- Concrete slab recommended. Contact eLock if you are considering installing on asphalt.
- Individual Quad, Wedge, or Double locker units can accommodate up to 2.5% slope while remaining plumb and level to provide for reliable and user-friendly door operation. Optional steep-slope base for slopes up to 5.2%.
- Full-perimeter wind-driven debris blocking system conforms to ground slope even when lockers are set plumb and level.
- Wheel-jack connections are built into locker frame for easy relocation.

## Equipment Maintenance

- Electromechanical components are not Owner serviceable.
- Installations that are distant from our home office are not a problem. We have a very successful training, oversight, and support system for local field technicians.
- Our proactive service, enforcement, and extended warranty plans are recommended to minimize lifecycle costs and ensure maximum level of service for cyclists.

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<sup>3</sup> Access restriction feature permits up to 4 restricted zones accessible to only a subset of cardholders. This feature is best deployed after cards are distributed and need for restriction is verified.

# Sample On-Demand Electronic Bike Locker Specifications

## High Level Locker Functions:

- Lockers shall provide access for one bike per point of entry into locker.
- Lockers shall be of adequate size to hold an adult-sized standard or mountain-style bike, as well as accessories such as a helmet or cycling shoes.
- Lockers shall be capable of storing a bike up to 50 pounds in weight without damage or failure due to bike leaning against the locker from the inside.
- Lockers shall be structurally sufficient to withstand abuses such as kicking, hitting, and being stood or jumped upon.
- Lockers shall have modular subassemblies and be repairable without replacing an entire locker should an accident or vandalism incident occur.
- Lockers shall provide stored contents shelter from debris and rain.
- Lockers shall be capable of withstanding exterior weather for the approximate 25-year life-cycle of the locker enclosure.
- Lockers shall minimize costs of power supply replacement and maintenance.
- Lockers shall provide flexibility by having electronics ready to accommodate alternative access technologies, including but not limited to phone, text/SMS, mag stripe credit cards, NFC cell phones, contactless regional transit cards, or other access devices.
- Lockers shall be capable of completely stand-alone functionality for normal rental transaction functions without any wired or wireless communication or power supply connections.
- Lockers shall provide high durability and vandalism resistance, and minimum maintenance of electronic interface hardware and components.

## High Level Software and Electronics System Functions:

- The System shall enable 24-hour on-demand user access to secure bicycle parking and rental.
- The System shall log all rental transactions, and link access device transactions to a specific user and facility Owner.
- The System shall enable multiple location secure bicycle parking and rental, such that a single smartcard access device can be used at multiple locations and multiple facility owners.
- The System shall enable System Administrators to permanently disable a renting smartcard access device when that device's rental is in violation of the terms of service.
- The System shall be capable of upgrade to enable System Administrators to remotely monitor and manage Lockers via the internet.
- The Parking mode shall restrict access for each space to only one user at a time. When Locker space is occupied by a user, only the same user or a System Administrator shall be able to open the locker to retrieve its contents.
- The System shall permit rental of one bike or parking space at a time per access device.
- The Bike Share mode shall verify the specific bike rented is returned and secured before closing the rental transaction and releasing credit card deposit.
- The Bike Share mode shall permit return of a bike to a different locker or location from which it was rented.
- The System shall be capable of upgrade to wireless internet connectivity to allow users to check current parking space or rental bike availability online, make reservations, and find out where they are currently parked.
- The System shall provide a secured web-based central repository for usage, service, and monitoring records, as well as usage data plotting and analysis and user support tools.
- The System shall provide 24/7 email and telephone user support including daytime technical support, and round-the-clock basic and emergency support for registered users.
- The System shall provide 24/7 phone and web-based smartcard access device and add-value vending.
- The System shall provide universal User Agreement coverage to all system Owners.
- The System shall provide for access restriction so that Owners are able to limit access to their facilities to a subset of smartcard access device holders.
- The system shall be capable different rental rates by time of day, day of week, or holidays, as well as dynamic bike share pricing to facilitate redistribution of bicycles.

## General:

- 4-space "Quad" rectangular locker configuration: Each locker shall provide individual storage for 4 bicycles in separate locked compartments.

- 2-space "Wedge" locker configuration: Each locker shall provide individual storage for 2 bicycles in separate locked compartments and shall be capable of being a stand-alone unit, or arranged adjacent to other Quad, Double, or Wedge units to achieve desired grouped configurations, including a full "round" comprising 16 individual spaces.
- 2-space "Double" rectangular locker configuration: Each locker shall provide individual storage for 2 bicycles in separate locked compartments.
- Each locker shall have at least one smart card reader per pair of adjacent doors.
- Each smart card reader shall have a dynamic display of real time rental status and usage rules.
- Lockers shall be of a modular design that allows for easy replacement of components such as doors, top and side panels, electronic controllers, and latching mechanisms.
- Locker battery power supplies shall use dual redundant battery packs, and advanced battery selection logic to allow run times over one year per pack under normal conditions. Packs shall utilize readily available Alkaline, Lithium, or NiMh cells that are easily replaced and cost-effective to maintain.
- Alternate power supply configurations shall include [hard-wired 120VAC with alkaline battery backup] [hard-wired 277VAC with alkaline battery backup] [hard-wired 12VDC with alkaline battery backup] [dual redundant alkaline battery packs with advanced pack selection logic to deplete the primary pack before switching to the reserve pack, warn users of a depleted pack, and refuse rentals when both packs have been depleted], or [Solar power with rechargeable low self-discharge NiMh and alkaline battery backup].
- Lockers shall be capable of operation in temperatures ranging from 0-110°F.
- Lockers shall be capable of operating in exposed conditions and in coastal marine environments.
- Lockers shall restrict the entry of wind-blown debris around their full perimeter.
- Lockers shall have adjustable system for anchoring and leveling on site with adjustment range of up to 3.0% slope.
- Lockers shall provide access for easy removal or cut-off of installed anchors, to facilitate Locker relocation.
- Four-space Lockers shall be of an aspect ratio which resists lifting and tipping, and shall be capable of operating when unanchored.
- Lockers shall be capable of being installed on concrete substrates.
- Lockers shall provide standard externally mounted number plates made of a durable, weather resistant material, and shall include electronically coded controller, location, and Owner ID numbers which are logged on every transaction.
- Lockers shall have no exposed fasteners that would enable locker disassembly from the outside.
- Locker shall have external finishes which facilitate the removal of graffiti.

### Locker Materials:

- Locker doors shall be fabricated from 16-gage 304 stainless steel fully perforated with a ¼-inch on 3/8-inch staggered, round-hole pattern. Doors shall have interior reinforcement to reduce warping increase out-of-plane stiffness. Doors shall be at least 1.5" thick to resist prying attacks.
- No portion of door shall displace more than 0.4" when subjected to prying at any location on the door using a 30 lb force on a 36" pry bar with a 1" fulcrum.
- Exterior Locker frame components shall be precision manufactured sheet steel of no less than 16-gage 304 stainless steel.
- Locker roofs shall be high-durability FRP with additives for fire resistance, and shall use a UV-resistant resin. Locker roofs shall have at least 20% translucency to aid in visibility of contents.
- Locker roofs shall be crowned to enable proper water run-off, and roof system shall be capable of resisting the dropping of a 200lb load from 12 inches without any permanent buckling, cracking, or deformation of the roof or other locker components.
- Locker sides and doors shall be capable of resisting the impact of a 100lb pendulum swinging from a height of 5 inches above the impact point without any permanent buckling, cracking, or deformation of the doors, side panels, or other locker components.
- The latching device shall be capable of resisting a 3000lb pull-out force, such as during an attempt to pry the door open.
- Locker interior divider panels shall be G90 hot-dipped galvanized material with 50-70% open area.
- Locker exterior side panels shall be ¼-inch on 3/8-inch staggered, round-hole, fully perforated panels of no less than 18-gauge 304 stainless steel.
- Locker materials shall allow maximum visual transparency for ease of locker inspection.
- User interface display and solar windows shall be protected by 1/4" thick polycarbonate with abrasion and UV resistance properties, "Makrolon 15" or equal.

### Finish:

- External locker hardware (such as nuts, bolts, and latches) shall be 18-8 stainless steel, or better.

- Internal locker hardware (such as nuts, bolts, and latches) shall be zinc plated steel, or better.
- The door hinge shall be a full height piano style hinge made from 304 stainless steel.
- Exterior Locker frame components shall be #4 finish 304 stainless steel. Alternate finish options shall include [Tiger Drylac Series 38 super-durable TGIC polyester powdercoat, prepared and applied per manufacturer's specifications for maximum performance] [G90 base with Tnemec Epoxyline Primer and EnduraShield II Topcoat].
- Interior Locker components shall be G90 hot-dipped galvanized steel or better.

### Parking and Bike Share User Interface:

- Locker electronic controllers shall be equipped with an easily read, tamper-resistant user interface that provides users with vital locker information such as current rental state, rates, and where to obtain an access device.
- Provide authorized user access to bicycle or parking space within 15 seconds from initiation of transaction.
- User interface display shall be graphic LCD type, capable of operating in wide temperature range (-20°C/-4°F to 70°C/158°F).
- User interface display shall be readable in bright sunlight, and have a backlight for low light and full darkness readability.
- Locker electronic controllers shall be capable of displaying user-specific information such as value remaining on access device, access device rental state, and if an access device has been blocked.
- Interface shall include on-screen instructions, and in-context warnings.
- In bike share mode, presence of bike shall be confirmed using vehicle presence sensing hardware before rental transaction may be closed out.
- In bike share mode, user shall be able to flag bike for repair.

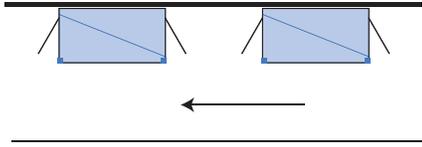
### Locking System and Smartcard Access:

- Lockers shall be equipped with electronic latch and controller systems. Locker controllers shall be ISO-7816 smartcard accessible, and ISO 14443 smart card, and/or magnetic stripe card upgradable. A clearly defined reader and web system upgrade path for integration with regional ISO-14443 compliant transit cards shall be provided.
- Any available locker space must be accessible by a valid smartcard.
- Locker spaces must remain secure while in the 'available' mode, meaning the locker is closed and cannot be opened by anyone except a holder of a valid smartcard.
- Locker spaces must remain dedicated while in a 'secured' mode, meaning the locker is closed, secure, and cannot be opened by any user except the authorized user who initially engaged the latch in the 'secured' mode.
- Smart cards shall be electronically tagged with their current renting status, and shall not be capable of renting more than one locker space or bicycle at the same time.
- Lockers shall be capable of being opened at any time, while in any mode, by a System Administrator.
- Lockers shall be capable of being field serviced and electronic components shall be easily removed by maintenance staff, with a mechanical key, from the outside of the locker without damaging the locker components, locker, or internal wiring.
- Locker shall be accessible to service personnel regardless of whether or not the locker has power or functioning electronics.
- The system shall be capable of being manually opened from the outside of the locker by maintenance staff should power be cut to the locker, or should the electronic system malfunction for any reason.
- Each locker space shall have a secure internal panic release which can be operated by an individual locked inside.

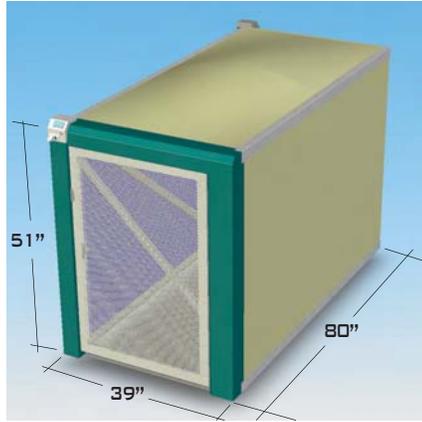
# eLocker™ Configuration Options

## RECTANGULAR

2 SPACES, 2 ELECTRONIC CONTROLLERS  
BEST FOR LIMITED CLEARANCE SITUATIONS

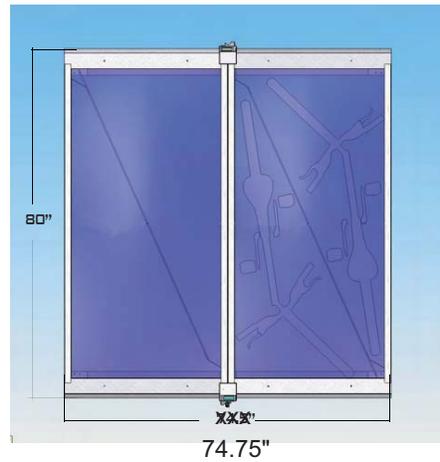
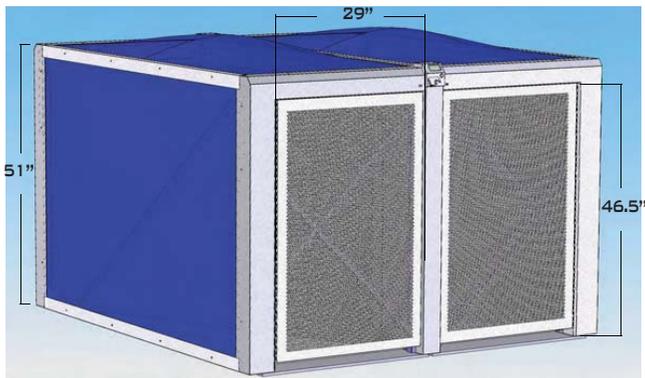


BOTH DOORS HINGE FROM SAME SIDE TO MAKE GETTING YOUR BIKE IN AND OUT EASIER WHEN LOCKER IS PLACED AGAINST A WALL. NOT DESIGNED FOR GROUPING; USE ONLY AS STANDALONE OR ON ONE END OF A GROUP OF QUADS.

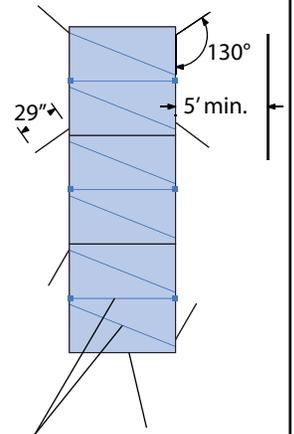


## QUAD

4 SPACES, 2 ELECTRONIC CONTROLLERS  
LOWEST COST PER SPACE



SAVE COSTS & SIMPLIFY DIRECT POWER SUPPLY BY GROUPING QUADS.

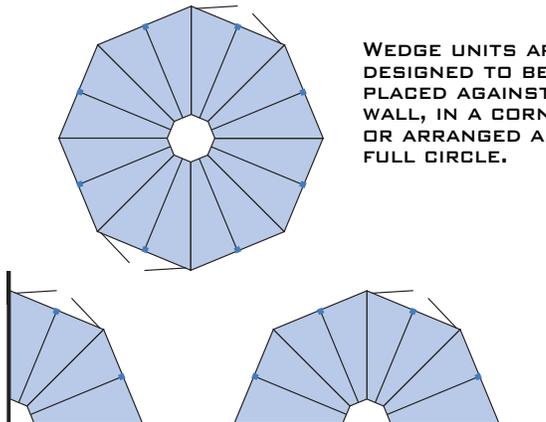


DIVIDER PANELS

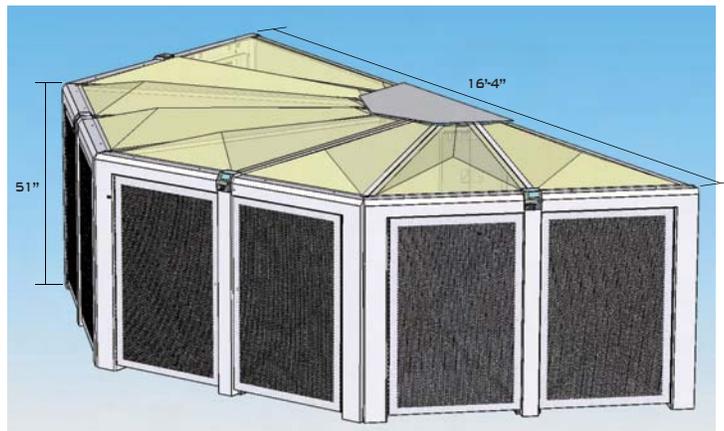
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## WEDGE

EACH WEDGE HAS 2 SPACES SERVED BY 1 ELECTRONIC CONTROLLER  
USE WHEN OPEN VISIBILITY AND FREE TRAFFIC FLOW ARE CRITICAL



WEDGE UNITS ARE DESIGNED TO BE PLACED AGAINST A WALL, IN A CORNER, OR ARRANGED AS A FULL CIRCLE.



## What is BikeLink?

BikeLink™ is an integrated management and smart technology system designed to facilitate both on-demand secure bike parking and deployment of rental bikes. BikeLink™ integrates microelectronics, wireless mesh networking, cellular technology, and relational databases with administrative procedures and access control systems. BikeLink™ can be used as an operating system for eLockers™, automated bike stations, eRacks™, or with eLock retrofit kits for existing mechanically keyed bike lockers.



## The BikeLink™ Card

The BikeLink™ Card acts as both a debit device and access key. It is smart and it never expires. It stores rental information which can help a user if they forget where they parked, and deters several types of system abuses by preventing multiple simultaneous rentals.

As indicated on its back, use of the BikeLink™ Card invokes the BikeLink™ Cardholder Agreement, which can be viewed at [www.bikelink.org](http://www.bikelink.org).

## The Benefits of BikeLink™

### Operational Flexibility

- Easily switch between parking and vending modes.
- Use with lockers, racks, or automated bike stations.
- All components run on AC power or batteries.
- Works with and without a network.
- Membership-based access control is not required.

### Ease of Use

- Clear, intuitive user interface.
- Faster to use than a mechanical bike lock or locker.

### Interoperability

- Cardholder can access a national network of facilities.
- System supports a variety of card types.

### Low Operating Cost

- The BikeLink system has been continuously refined to minimize administration, service, cleaning, power, and communications costs.

### Serves More Cyclists

- Usage data indicates BikeLink serves 7 to 10 times as many cyclists in a year compared to non-shared systems.

## How On-Demand Bike Parking Works:



### Get a BikeLink™ card

The BikeLink™ Card is sold online at [www.bikelink.org](http://www.bikelink.org), by local facility owners, nearby businesses, or vending machines.



### Insert card

The screen guides you through a very quick process to start your rental. It's like using a parking meter.



### Park your bike

Once there's time on the meter, the door opens. Put your bike inside, close the door, and walk away. Your bike remains secure even if the meter expires.



### End rental

Insert your card, get your bike, and get your refund! Unlike a parking meter, any time you don't use is refunded. If your meter expires you are simply charged for the extra time at a higher rate.

## How Automated Bike Share Works:



### Get a BikeLink™ card

To facilitate insurance or security deposit requirements, the bike fleet owner may require your card be tagged with an extra electronic access code. You can get a code for your card over the phone, on the web, or by purchasing your card directly from the bike fleet owner.



### Insert card

The screen guides you through a very quick process to select a bike and start your rental.



### Remove rental bike

When you start your rental, if you're using an eLocker the door opens. If you're using an eRack, your selected bike is released.



### End rental

You can return your bike to a different location from where you rented it. If you're using an eLocker, insert your card, view and accept your receipt, replace bike and attach docking device. If you're using an eRack, just dock your bike at any slot and then insert your card to view your receipt and close out the transaction.

## Summary of BikeLink™ Operating Services

This document summarizes standard BikeLink™ benefits and services, as well as supplemental operating services available. Please refer to Comprehensive BikeLink™ Operating Terms and Conditions and Supplemental Services Agreement for additional details.

### Standard Benefits & Services

Because BikeLink™ collects revenue when it sells access devices, standard benefits and services are available to BikeLink cardholders and facility owners indefinitely and at no additional charge to the user or facility owner as long as owners agree to charge at least 3¢ per hour for use of the system. Owners may alternatively elect to compensate BikeLink™ on a per-transaction basis for standard benefits and services and have actual rental revenue at their facilities credited to them on an annual basis.

#### BikeLink™ Standard Benefits & Services for Users:

- Immediate access to any public BikeLink™ facility
- Prompt web & email support
- 24-hr Phone Support
- 24-hr Free Taxi Home if stranded
- Purchase access device or add value online, by telephone, or through a local vendor
- Online locations mapping, and other location-specific useful information
- One-time codes over the phone for lost card and similar situations

#### BikeLink™ Standard Benefits & Services for Facility Owners:

- BikeLink™ User agreement maintenance
- System-wide user database maintenance and archiving
- Access device production, programming, and distribution
- Owner-specific web page with specific settings, configuration, and mapping for each location
- Database access & search tools (data by owner zip codes upon request)
- Planning tools such as automatic geo-coding of user addresses
- Online access to BikeLink trouble and service ticket system and service logs for owner's locations
- For manual monitoring: printable location-specific monitoring forms and secure monitoring data entry/archiving capabilities
- Equipment and system reference documents
- Free outreach flier templates and promotional programs tools
- Ability to create special access zones at any time and selectively issue access codes to users
- Ability to switch facilities from Bike Parking to Bike Share on the fly
- Web-based usage reporting and analysis tools

## Supplemental Services

While the BikeLink™ system is engineered to be reliable and self-regulating on a day-to-day basis, we offer supplemental service plan packages to ensure the best end user experience as well as stream lining operations for the owner.

### Proactive Service & Operation Plan

The Proactive Service & Operation Plan is the cornerstone of our operating service plans, and is intended to be a comprehensive package for maintenance, monitoring, and repairs, as well as regulatory enforcement of usage rules.

#### Features

- No limit on the amount of field service we will provide to ensure that no more than 10% of controllers remain out of service for more than one week due to malfunction, low batteries, abandoned rental, or user error.
- Field monitoring of facility usage and enforcement of rules.
- Automatic battery replacement and critical software patches.
- Cost effective preventative maintenance, such as lubricating moving parts and field inspections.
- Our standard customizable BikeLink™ “BIKE PARKING” or “BIKE SHARING” sign and our promotional outreach materials are provided at no additional cost.
- Annual usage reports are included with your Proactive & Operation Plan as well as periodic reports of usage and performance.

## Other Supplemental Services

### Graphic design services for outreach materials

Our in-house staff includes graphic designers who are happy to assist you in developing outreach materials or promotional programs. We have existing web application tools that facilitate management of promotional programs.

### Replacement Parts Coverage (available as an add-on to the Proactive Service & Operation Plan)

Over the first few years, extending your Proactive Service & Operation Plan to include a Replacement Parts Plan will likely cost the same as paying for replacement parts individually, however the Replacement Parts Plan is a great way to stabilize and plan out your operating costs for the long term.

### Next-Day On-Site User Support (available as an add-on to the Proactive Service & Operation Plan)

We offer the option to extend your Proactive Service & Operation Plan to cover next-business-day on-site user support to return a user’s bicycle in the event of vandalism or malfunction. If you do not purchase the Next-Day On-Site User Support plan, it is important that you make arrangements to provide it yourself on an as-needed basis.

# Why Choose BikeLink™?

## Experience and Flexibility

**BikeLink™ is a national network of facilities that provide the means for you to get on a bicycle and go!**

Whether your ride takes you to work, a transit station, or a river front trail, BikeLink™ is there to help. The same card can park your bike in a locker at a transit station, and check out a share bike across town to complete the other end of your trip!

BikeLink™ pioneered electronic on-demand bicycle parking over a decade ago with the goal of bridging the “last mile” between transit stations and commuters’ homes. Tens of thousands of “last miles” later, BikeLink™ has over 1,200 spaces deployed nationally, and is the adopted standard throughout the San Francisco Bay Area and in the San Diego region.

BikeLink™ is the only bike parking and sharing system designed from the ground up to be flexible, easy to use, and viable in the long term. BikeLink™ system products are equally at home at trailheads, downtown, in transit stations, or on campuses. Because BikeLink™ products are designed to work with any off-the-shelf bicycle, facilities can be tailored for the local geography – cruisers for the river trail, city bikes for downtown, even Segway®, scooters, and special needs bicycles!



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## Planning and Information Tools

**BikeLink.org lets users, technicians, and administrators connect with information, and each other!**

BikeLink™ is more than just a kit of hardware -- administrators can use the powerful kit of web-based tools to easily create customized usage reports, review service records, create promotions and incentives for users, create outreach materials, and use geocoded user data to see what areas are being best served by their facilities.

Users can log in to BikeLink.org to add value to their card, review their share bike trips, monitor their parking usage, make advanced reservations, and send feedback to facility operators.

**BikeLink™ is updatable** – We are always working to improve, and BikeLink™ products are designed to stay on the cutting edge! From established standards like magnetic stripe cards, contact and contactless smart cards to the latest technology like NFC-enabled cell-phone payments, flexible solar panels, and ultra-low power wireless communications, BikeLink™ engineers always design with the future in mind.

**BikeLink™ is smart** – As needs change, BikeLink™ products can be reconfigured on the fly to meet demand. Secure bike parking can be converted to bike share, and bike share into secure parking, without any gaps of service for existing users. New access devices can be integrated with plug-in upgrades, and power supplies can be easily switched to solar or battery power if a facility goes off-grid.

**BikeLink™ is dynamic** -- On-locker and on-kiosk displays can relay context-sensitive information or advertising to users.

**BikeLink™ is sustainable** -- Parking or vending spaces can be quickly added and removed without the need for trenching or heavy equipment. Plenty of other bike parking and sharing technologies are essentially throw-away technology – BikeLink™ is truly green, because it is designed to last for decades, and ready to meet your needs.

## Frequently Asked Questions

### **What is BikeLink™?**

BikeLink™ is an inter-agency network of shared, on-demand parking and vending facilities for bicycles and other small vehicles. Facilities include on-demand bicycle lockers, group-access BikeLink stations, and on-demand shared bikes.

### **Where can I get a card?**

BikeLink™ cards can be purchased online, over the phone, or from participating retailers. They cost \$20 and have \$20 in rental value on them. Check locker info screens, or [BikeLink.org](http://BikeLink.org) for retailer locations near the BikeLink™ facility you want to use, or call 1-888-540-0546 to buy a card over the phone.

### **Will my BikeLink card work at any BikeLink™ facility?**

Yes! BikeLink™ is an inter-agency network. This means your BikeLink™ card will work at BikeLink™ facilities provided by different owners and in different regions. Some owners may choose to require an additional access code for a portion of their facility to ensure that their own employees have priority access. Contact the facility owner if an on-screen message indicates that an access code is required.

### **How much does it cost to use the system?**

Rates vary by location and are displayed on-screen. Typical parking rates are 3-5 cents per hour.

### **If I am using a locker, what happens if I return after my meter expires?**

If you are using a locker, the locker remains secure. For the extra time, you are charged a higher rate - usually three times the normal rental rate. If you leave a meter expired too long, the rental is considered abandoned. Press the button on any meter to see information screens with location-specific rental terms.

### **If I am using a locker, what if I do not have enough value on my card to pay for an expired meter?**

We don't want to leave you stranded. You can still end the rental and get your bike, but your card will be unable to start a new rental until you add value to it.

### **What about when my card runs out? Can I add value to it?**

Yes. Call 888-540-0546, or go to [BikeLink.org](http://BikeLink.org) and click "add value to card" to purchase a unique code which will allow you to add value onto your card the next time you are at a locker. If you are using a BikeLink Station, the value will be added automatically next time you use your card at the station.

### **Can I use any other card besides the BikeLink card?**

Yes. In Santa Cruz for example, you can use the City's Park Card for both automobile and BikeLink parking. We have made provisions for accepting regional transit smart cards like the Clipper card. When this can happen depends on policy decisions by the agencies that manage these cards.

### **Will my bike fit in the locker?**

This is not an easy question to answer because our system is installed on many different sizes and types of lockers. For tall bikes or bikes with very wide handlebars, locker height is the most important factor. Also, keep in mind that you can turn your handlebars and tilt the bike to fit it in. Almost every standard bike will fit in the lockers we manufacture (with a domed translucent roof). These have a door opening of 29" x 45.5" and the triangular parking space is 74" deep. Most recumbent bikes will not fit. Retrofitted lockers in the San Diego area and at some BART stations (perforated metal sides and doors with a flat top) have a door opening of 33.5" x 41.25" and the triangular parking space is 74" deep. Very tall bikes, or tall bikes with very wide handlebars may not fit in these lockers.

## **Will there always be a space when I need it?**

BikeLink™ facilities operate on a first-come, first-served basis. At any facility, you can also rent an empty space in advance. As long as you do not let your rental go expired, we will not cancel the rental on an empty locker. But please do not abuse this privilege: if you do let a rental expire on an empty space, your card will be disabled when we cancel the rental. We also monitor usage regularly. When local demand warrants it, and if the facility owner wishes to upgrade, the facility can be networked so you will be able to check availability or make a reservation online. Please keep in mind that it's not up to BikeLink™ to upgrade any equipment; it is up to the facility owner and is subject to funding limitations.

## **Why not just debit my card at the end of the rental?**

Our research has indicated that pay-at-end systems make it a bit too easy to park and forget about it, especially if the hourly rate is low and the payment device is a debit card. Pay-at-end can be marginally more convenient; however, we consider it more important to encourage turnover so that secure bike parking is available to as many people as possible. By making you think up front about how much time to put on the meter you are more likely to use the system as a short-term shared resource like metered parking for automobiles.

## **Can I rent more than one locker at a time?**

Yes, but you need to use more than one card.

## **Who do I turn to if there's a problem?**

Email us at [info@bikelink.org](mailto:info@bikelink.org) or call (888) 540-0546. We provide phone and email support 24/7, but typically cannot provide immediate on-site assistance. We love feedback and will work hard to help you.

## **What if I lose my card?**

Email us at [info@bikelink.org](mailto:info@bikelink.org) or call (888) 540-0546. Until you let us know your card is lost, you will be responsible for its misuse by another party. If you lose your card when your bike is in a locker and need emergency assistance, check the info screens or signage at that facility to see if on-site assistance is available.

## **Can you refund the value on my lost card?**

Your BikeLink™ card is like a key and cash combined. The value is stored on the card itself, not on a network. Therefore, it is not possible to have your card deactivated or have value on it refunded if you lose it.

## **Can you refund my BikeLink™ card purchase?**

If you find that BikeLink™ is not right for you after trying it once, you may return your card for a full refund within 30 days of your purchase, provided the card is in new condition and has less than \$.50 value used. Email us at [support@bikelink.org](mailto:support@bikelink.org) for return authorization. We are not able to offer refunds on cards beyond 30 days of purchase, or cards no longer in re-sellable condition.

## **I am a transit municipality or private company. How do I get involved with BikeLink™?**

Email us at [info@bikelink.org](mailto:info@bikelink.org) or call (888) 540-0546 for additional information.

**TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
CITY OF CONCORD  
PROJECT NUMBER: 15R26**

This funding agreement "Agreement" is made and entered into between the City of Concord ("Project Sponsor") and the Bay Area Air Quality Management District (the "Air District" hereinafter referred to jointly as the "Parties").

**SECTION I  
RECITALS**

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such a program. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District's jurisdiction ("Program").
- 3) California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan(s) adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement.
- 4) On June 4, 2014, the Air District's Board of Directors approved the FYE 2015 TFCA Regional Fund Program Policies.
- 5) The Air District's Board of Directors approved funding allocations for the Regional Fund Electronic Bicycle Lockers and Racks Program, and authorized the Executive Officer/Air Pollution Control Officer (APCO) to execute Grant Agreements for eligible projects funded by the TFCA Regional Fund, with individual grant awards up to \$100,000 on May 21, 2014.
- 6) On February 13, 2015, the Air District's Executive Officer/APCO approved a TFCA award to the Project Sponsor to implement an eligible Electronic Bicycle Locker project to improve air quality in the San Francisco Bay Area Air Basin based on the Program's eligibility criteria and on information provided in Project sponsor's application ("Project").
- 7) The Air District and Project Sponsor desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of the award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the Matching Funds and TFCA Line Item Project Budgets set forth in the "Project Specific Information," Attachment A. Only those allowable Project costs incurred during the Term of this Agreement are eligible to receive TFCA Regional Funds. No costs incurred following the end of the Term of this Agreement or, if this Agreement is terminated, after the effective date of the termination of this Agreement, are eligible to receive TFCA Regional Funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Air District's funding obligation under this Agreement is limited to the TFCA Regional Funds Awarded. The Project Sponsor shall contribute or expend the total amount of Matching Funds prior to submission of the Final Invoice. If the actual total cost of the Project listed in the Final Invoice submitted and approved by the Air District is less than the Total Project Cost, the Air District reserves the right to reduce the amount of TFCA Regional Funds Awarded at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) Reserved.
- 5) The Project Sponsor shall submit a single invoice (Final Invoice) on the Air District's General Invoice Form for reimbursement of eligible Project costs and expenses consistent with the TFCA Regional Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The Final Invoice shall include the Project number, an itemized list of all expenses incurred, and the total funds being requested. The Final Invoice package shall also include supporting documentation such as copies of invoices from vendors, consultants, or contractors with an explanation of the goods or services provided for the Project and copies of time sheets documenting hourly labor costs incurred.
- 6) The Project Sponsor shall submit the Final Invoice for payment by the deadline set forth in Attachment B. The Air District will not process the Final Invoice until the Air District accepts the Final Report.
- 7) The Project Sponsor shall allow the Air District or its authorized representatives to conduct audits of the Project records at all times during the Term of this Agreement. The Project Sponsor shall cooperate with such audits and shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project.  

The Project Sponsor shall allow the Air District or its authorized representatives to inspect the Project at all times during the Project Useful Life. The Project Sponsor shall cooperate with such inspections; the Air District makes reasonable efforts to conduct such inspections during normal business hours of the Project Sponsor.
- 8) The Project Sponsor shall prepare and maintain all necessary Project Records to document Project activities and performance, including invoicing documentation set forth in Section II.5, documentation to support the Project reporting requirements set forth in Attachment C, and insurance documentation set forth in Attachment D (all of which comprise "Project Records").

Project Records shall also include documentation that verifies compliance with the requirements set forth in Section II.11 below. The Project Sponsor shall keep Project Records in one central location during for a period of three (3) years after the later of a) the date of the Air District's final payment, or b) the end of the Project Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:

- a. Semi-annual Report(s), and
- b. Final Report.

The Air District may withhold funds pending receipt of any report.

- 9) The Project Sponsor shall implement and operate the Project for the duration of the Project Useful Life. The Project Sponsor may not make any changes to the operational status of the Project without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.

For purposes of this Agreement, a "change to the operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, rendered inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life.

If the Project Sponsor intends to make a change to the project the Project Sponsor may seek a modification of this Agreement in advance to allow for a change pursuant to Section IV.3.

- 10) The Project Sponsor will maintain all equipment funded under this Agreement for the Project Useful Life and in accordance with the manufacturer's specifications, and any Special Conditions included in the Project Specific Information (Attachment A).
- 11) The Project Sponsor shall acknowledge the Air District as a Project funding source at all times throughout the Project Useful Life. The Project Sponsor shall use, and require any third party that implements the Project to use the Air District's approved logo for the Project. The required documentation and materials are specified in Attachment C.
- 12) The Project Sponsor shall obtain and maintain throughout the Project Useful Life the insurance coverage specified in Attachment D, "Insurance Requirements," and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- 13) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with TFCA funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
- 14) The Project Sponsor shall use TFCA Regional Funds Awarded only for the implementation of a project that the Air District determines will result in surplus motor vehicle emission reductions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.
- 15) The Project Sponsor shall comply with all Program requirements set forth in the Air District's "Board Adopted TFCA Regional Fund Policies and Evaluation Criteria for FYE 2015," which are incorporated therein as Appendix A, and made a part of the "Transportation Fund for Clean Air (TFCA) Regional Fund Guidance, Policies and Evaluation Criteria for Fiscal Year Ending

(FYE) 2015,” dated August 2014, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

### SECTION III

#### AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the TFCA Regional Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the date of Air District’s receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved Regional Fund reporting and invoice forms.
- 6) The Air District will make its logo available to Project Sponsor solely for use to fulfill the Project Sponsor’s obligation under Section II.11 of this Agreement.

### SECTION IV

#### GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement (the “Effective Date”).
- 2) **Term:** The term of this Agreement shall commence on the Effective Date of this Agreement and end on three (3) years from the later of either 1) the date of the Air District’s final payment, or 2) the last day of the Project Useful Life, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor’s Project Liaison and of the Liaison’s address, telephone number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison’s contact information in writing no later than thirty (30) days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within thirty (30) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.

6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.8 and II.12.

7) Termination:

A. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Section IV.5 above. If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the TFCA Regional Funds Awarded. The Project Sponsor may retain or receive payment for that portion of the TFCA Funds to which they are entitled as well as all unpaid amounts due Project Sponsor that Air District has not paid, including but not limited to, those eligible costs on the Project incurred by Project Sponsor.

The Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the TFCA Regional Funds Awarded by the number of months of the Project Useful Life, and then, b) multiplying that amount by the number of full months of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, any costs incurred on the Project following the effective date of termination shall be ineligible for reimbursement of TFCA funds, except costs for any work that the Air District has specified in the notice of termination the Project Sponsor may continue to perform for the specified period of time. The Air District will reimburse Project Sponsor for all eligible costs on the Project expended prior to the effective date of the termination.

B. Breach. The Air District may terminate this Agreement for breach of any term of this Agreement. The Air District will deliver a written notice of breach that specifies the date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of such notice. The notice will direct the Project Sponsor to cease all work immediately upon receipt of the notice, except as specifically provided for in the notice. In the alternative, or as provision of the notice of termination, the Air District may allow the Project Sponsor to cure the breach; in that instance, the notice shall specify the nature of the breach and the date by which such breach must be cured (the "Cure Period"). The notice of termination will specify the amount of the TFCA Regional Funds Awarded that the Air District has paid and the amount owed, if any, by the Project Sponsor to the Air District. The Project Sponsor shall reimburse any funds owed to the Air District prior to the effective date of termination.

The Air District will calculate the amount of funds owed based on each month of the Project Useful Life that the Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh month of operation of the Project that has a two-year Project Useful Life, the Air District will reimburse the Project Sponsor up to the amount of the TFCA Regional Funds Awarded that represents six months of operations. If the Parties have agreed to an alternative reimbursement formula, which would be set forth in the Special Conditions, Attachment A, the Air District will calculate the amount of the reimbursement based on that formula.

C. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Project Sponsor, its officers, agents, or employees. The Project Sponsor shall require any third party who owns, operates, controls, or implements any portion of the Project to indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the third party, its officers, agents, or employees.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other

causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

- 15) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) **Public Entities - Conflict of Interest:** The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: \_\_\_\_\_  
Anthony Fournier  
Director, Strategic Incentives  
Bay Area Air Quality Management District

by: \_\_\_\_\_  
Robert Ovadia  
City Engineer  
City of Concord

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

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

Approved as to legal form:

Approved as to legal form (optional):

by: \_\_\_\_\_  
Brian C. Bungler  
District Counsel  
Bay Area Air Quality Management District

by: \_\_\_\_\_  
Legal Counsel  
City of Concord

**ATTACHMENT A  
PROJECT SPECIFIC INFORMATION**

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

1. **Project Sponsor:** City of Concord
2. **Project Number (Section IV.5):** 15R26
3. **Total Project Cost (Section II.2):** \$17,264
4. **Matching Funds (Section II.3):** \$7,264
5. **TFCA Regional Funds Awarded (Sections II.3, II.4, II.5, II.14, III.1, IV.7):** The Air District will fund up to \$2,500 per electronic bicycle locker. The maximum award will be \$10,000. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 57.924% of the actual total project cost.
6. **Reserved.**
7. **Invoice and Payment Schedule (Section II.4, II.5, III.2):** The Project Sponsor shall submit a single invoice (Final Invoice) on the Air District's General Invoice Form for reimbursement by the deadline in Attachment B.

Pursuant to Section II.5 of this Agreement, the Air District shall withhold payment of all funds owed until receipt of reports.

**TFCA funds can be used to reimburse (i.e., eligible costs):**

- Electronic bicycle locker(s) capital costs,
- Site preparation material(s) costs, and
- Documented hourly labor charges for employees and contractors (salaries, wages, and benefits) directly and solely related to site preparation and installation of the electronic bicycle locker(s).

**TFCA funds cannot be used to reimburse (i.e., ineligible costs):**

- Costs related to maintenance, repairs, rehabilitation, upgrade, or operations of the electronic lockers,
- Planning activities not directly related to project implementation, or
- Indirect and administrative costs.

8. **Reserved.**
9. **Special Conditions (Sections IV.2, IV.7):** None.

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**ATTACHMENT B  
PROJECT DESCRIPTION**

1. **Project Title:** Community Electronic Bike Lockers at Concord's Civic Center and Public Library
2. **Project Useful Life:** 10 years after the date the last locker is installed and placed into service
3. **Project Description:** Installation of one eLocker Quad totaling 4 lockers. Lockers must be installed at 1950 Parkside Dr., Concord, CA 94519.
4. **Project Schedule:**

**Milestone**

Project start

Installation activities complete; Project in-service

Final Report and Final Invoice due

End of Project Useful Life

**Completion Date**

Effective Date of Agreement

July 31, 2017

90 days from the date Project in-service, and no later than October 31, 2017

10 years after the date the last locker is installed and placed into service

5. **Project Goal:** The goal of this Project is to reduce motor vehicle emissions by providing trip-reducing transportation alternatives (e.g. bicycle parking), thereby reducing motor vehicle emissions, trips, and vehicle-miles traveled.

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**ATTACHMENT C  
MONITORING OF PROJECT PERFORMANCE**

1. **Semi-annual Reports (Section II.8):** The Project Sponsor shall submit Semi-annual Reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

**Due Dates:** Beginning 60 days after the commencement of the Term of this Agreement, every April 15, and October 15, following the Effective Date until the Final Report has been submitted.

2. **Final Report Due Date(Section II.8): October 31, 2017**

The Final Report shall include the following information:

- A. A description of the completed Project including
  - Exact location of each of the lockers
  - Physical features and dimensions
  - Security features and mechanism for gaining access
  - Number of bicycles that can be accommodated by each locker at any given time.
- B. Photographs that demonstrate that all portions of the Project are installed. Digital photos may be sent by e-mail.
- C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source throughout the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.11).

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**ATTACHMENT D  
INSURANCE REQUIREMENTS**

**Verification of Coverage**

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

The Project Sponsor may submit evidence that listed insurance is not required for the Project.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

**Minimum Scope of Insurance**

Throughout the Project Useful Life, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

**Required  
if marked**

**1. Liability Insurance**

Initial Corporations/Private and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Initial Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

**2. Property Insurance**

Initial Repower and New Vehicle/Equipment Purchase - in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Initial Property Insurance for Retrofit Projects - for all 2003 model year or newer vehicles in an amount of not less than the insurable value of Project Sponsor's vehicles, covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

**3. Workers Compensation Insurance.**

Initial Workers Compensation Insurance - as required by California law and employers liability insurance with a limit not less than \$1 million.

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