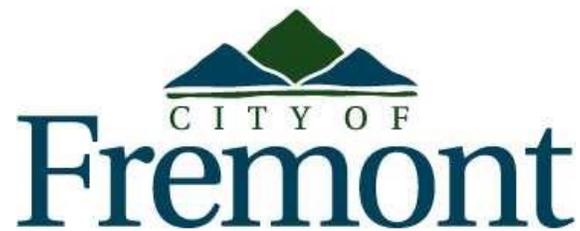


# Shared Active Transportation Pilot Program

March 18, 2019

Permit applications due to City by **Friday April 12, 2019 at 5:00 pm PST** for priority consideration.



**City of Fremont - Shared Active Transportation Pilot Program Permit**

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## City of Fremont - Shared Active Transportation Pilot Program Permit

### Overview

This document describes the permit process for the City of Fremont's Shared Active Transportation pilot program. Shared active transportation (SAT) programs consist of bicycles, electric bicycles, and/or motorized scooters ("SAT vehicles" or "devices") that are deployed in the public right of way for use by members, subscribers, customers, or the general public. This document describes program terms and conditions, required application contents, and the process and timeline for review of applications. The objective of this permit process is to facilitate the creation of shared active transportation programs and the realization of their potential benefits, while avoiding potential negative impacts of such programs on the health, safety, and welfare of the general public.

The goals of the City's Shared Active Transportation program are to provide safe and sustainable mobility options for regional transit access and short trips, particularly in the City's Priority Development Areas (PDAs) and major commercial districts. The City's Shared Active Transportation pilot program supports local and regional plans and policy recommendations. The City of Fremont's Bicycle Master Plan (2018) proposes to increase levels of bicycling in Fremont for all types of trips, and proposes implementation of a bike share program as a supportive action. In addition, Fremont is a grant recipient through the regional Bike Share Capital program administered by the Metropolitan Transportation Commission. The goals of this program are to expand bicycle access and use through bike sharing and to facilitate multimodal transportation in connection with transit and other regional bike share operators.

This permit process is intended to guide the implementation of a pilot program, in accordance with the regulatory framework adopted by the city of December 4, 2018. The Fremont City Council authorized the Public Works Director to issue permits for the operation of SAT programs, including entering into agreements with one or more SAT program operators for a one-year pilot period. The purpose of the pilot year is to provide city staff with information about the effective operation of SAT programs in Fremont. At the conclusion of the pilot year, the Public Works Director shall propose, and the Council may adopt by resolution more permanent regulations governing SAT programs in Fremont.

### Permit requirements

The following requirements will be incorporated into the Terms and Conditions of all Shared Active Transportation permits issued. By submitting an application, Operator agrees to comply with all requirements, unless a specific modification is noted in the application and approved by the City prior to issuance of permit.

### General

1. Use of the public right of way, and Operator's operations within the City, shall not: 1) adversely affect City property, including streets and sidewalks; 2) adversely affect the property of any third party; 3) inhibit pedestrian or vehicular movements within the public right of way, or along other property owned or controlled by City, or 4) create conditions which are a threat to public safety and security.

## City of Fremont - Shared Active Transportation Pilot Program Permit

2. If the City incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the City may draw down the performance deposit established at the outset of the permit.
3. At the end of the term of this pilot program, Operator shall, at its sole cost and expense, immediately remove all of its property unless otherwise agreed to by the parties in writing.
4. Operator shall maintain insurance coverages in accordance with Appendix B.
5. Operator shall indemnify the City in accordance with Appendix B.
6. Operator shall comply with all applicable federal, state, and local laws, including but not limited to the Fremont Municipal Code and the California Vehicle Code.
7. Operator agrees to limit the total number of devices parked or in use in Fremont to the number assigned by the City in their permit. This number shall include the total number of devices that are either being rented or that have been left on public property, whether they are available for hire or whether they are unavailable due to needing recharging or other maintenance.
8. The City reserves the right to terminate any permit issued if the Operator violates any terms of the permit or is found to have misrepresented any aspect of their application.

### Equipment

1. All bicycles, electric-assist bicycles, and/or motorized scooters shall be provided by Operator at no cost to the City.
2. All devices shall have, and clearly display, a unique, permanent identification number.
3. All devices shall clearly display Operator's business name, customer service phone number, and email address.
4. Operator shall have the ability to individually and remotely lock-down any equipment if deemed unsafe.
5. All bicycles shall meet or exceed the safety standards outlined in ISO 4210 – Safety Requirements for City and Trekking Bicycles and ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles, and shall meet the standards established in California Vehicle Code section 21201, including lighting during operation in darkness.
6. All bicycles, electric assist bicycles, and motorized scooters shall be equipped with front and rear lights that stay illuminated after stopping when operating in darkness.
7. Electric-assist bicycles shall be "Type 1" or "Type 2" electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5 and shall comply with CVC section 24016.
8. All electric-assist bicycles and scooters shall have a top assisted speed of 15 mph.
9. All motorized scooters shall meet all applicable state and federal standards and regulations for equipment safety, including California Vehicle Code section 21223 for electric scooters.

### Parking

1. Operators will ensure that users are informed of the following parking rules and limitations and that users comply with these restrictions.

## City of Fremont - Shared Active Transportation Pilot Program Permit

2. All devices shall be parked upright on hard surfaces, unless at a bike rack or other area specifically designated for bicycle parking.
3. Devices shall not be parked in such a manner as to block or obstruct:
  - Pedestrian clear-zone area of the sidewalk (minimum 3 feet unobstructed width)
  - Any fire hydrant, call box, or other emergency facility
  - Bus bench, stop, shelter, or passenger waiting area, except at existing bicycle racks
  - Utility pole or box
  - Disabled parking zones
  - Loading zones
  - Street furniture that requires pedestrian access (e.g. benches)
  - Outdoor dining areas
  - Within 15 feet of curb ramps
  - Within 10 feet of entryways, exits, and driveways
  - Any path of travel necessary for the safe and convenient use of wheel chairs and other mobility devices, including marked paths of travel in parking lots and public rights of way.
4. Devices may be parked in designated on-street parking spaces in select cases, provided they do not obstruct any vehicle travel lane, bicycle lane, or impede a 6 foot pedestrian clear zone. Allowable cases of on-street parking include:
  - Blocks with marked preferred parking zones in on-street parking spaces
  - Blocks with no sidewalk
  - Blocks with a narrow sidewalk (less than 5 feet) and unimproved planting/furnishing zone
5. Devices shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display, storefront, or access to or from any building.
6. City reserves the right to designate certain block faces or areas as no-parking, no-deployment, and no-riding zones. Operator will support these city-designated zones with geo-fencing and notifications to riders in its mobile app and/or website.
7. City reserves the right to designate “preferred parking zones.” The purpose of these zones will be to encourage parking in managed locations, though users would still be able to leave devices in any location that meets other parking rules. Operator will support these zones by showing their location on interactive map within mobile app and/or website.
8. Operator shall not place or attach any personal property, fixtures or structures to City property without the prior written consent of City.
9. Operator may establish additional parking areas in publically accessible locations outside of City right-of-way (e.g. transit stations, off-street parking lots/garages, employment centers or school campuses, housing developments). The City may choose to support these additional parking areas with bicycle parking infrastructure. Operator will be responsible for obtaining all necessary agreements or permits from

## City of Fremont - Shared Active Transportation Pilot Program Permit

relevant property owners or agencies and will also be responsible for clearly communicating these parking areas to users through its mobile app and/or website.

### Fleet management and system balancing

1. All devices shall be equipped with GPS or means of continuously tracking locations to manage fleet operations within the City.
2. Any device that is parked incorrectly (as described in “Parking” section above) shall be reparked in a correct manner or shall be removed within the following response times, after Operator’s customer service team receives notice of the report:
  - Weekdays 6 am to 8 pm – within 2 hours
  - Evenings and weekends – within 10 hours
3. Any misparked devices that are not removed within the timeframe above may be removed by City staff and taken to a City facility for storage at the Operator’s expense.
4. Operator shall monitor the distribution of devices and fleet density at least twice daily and take appropriate action to rebalance devices. Any device that has not been used for more than 72 hours shall be rebalanced to a preferred parking area.
5. Operator shall ensure that high demand areas such as transit hubs have devices available continuously during hours of operation.
6. Operator agrees to ensure that a minimum of twenty (20) percent of devices are rebalanced to locations within one-quarter mile of affordable housing developments as part of regular daily rebalancing and distribution.
7. The City reserves the right to view a current list or map of designated deployment locations. The City may also request to identify, alter, or delete certain deployment locations in an effort to ensure reliability and sufficient distribution around key areas.
8. The City reserves the right to direct Operator to remove devices from certain deployment zones in advance of special events, with notice of more than 3 business days.

### Operations and maintenance

1. Operator agrees to maintain a staffed operations center in the San Francisco Bay Area, as defined by the Metropolitan Transportation Commission.
2. Operator shall designate a local Operations Manager with decision-making power who can respond to City requests, emergencies, or other issues at any time.
3. All devices shall receive regularly scheduled inspections and full maintenance, and shall be kept in good, safe, working order and appearance.
4. All devices shall receive a routine check every 60 days or more frequently.
5. Operator shall submit a maintenance schedule to City upon request that outlines timeframes for inspections and full scheduled maintenance of all equipment.
6. Any device that is reported by the City or any third party to be damaged, deficient, or otherwise unsafe to operate shall be immediately assessed and/or remotely disabled, as appropriate.
7. Any device that is reported to be damaged, deficient, or otherwise unsafe to operate shall be checked in person and removed if necessary within the following response times, after Operator’s customer service team receives notification:

## City of Fremont - Shared Active Transportation Pilot Program Permit

- Weekdays 6 am to 8 pm – within 2 hours
  - Evenings and weekends – within 10 hours
8. Any damaged or deficient bicycle that has not been checked or removed within the timeframe above may be removed by City staff and taken to a City facility for storage at the Operator's expense.

### Customer service

1. Operator shall maintain a 24-hour customer service phone number that is staffed seven days a week during hours when Operator has devices in the public right-of-way for customers to report safety concerns, complaints, or to ask questions. This number shall be prominently posted on all devices and in the website and mobile application.
2. Operator shall provide options for customer service inquiries to be submitted via email and text message.
3. Operator shall respond to customer service inquiries within the following response timeframes:
  - 2 hours for complaints received during business hours (6 am to 8 pm)
  - 10 hours for evening/weekend complaints
4. Operator shall provide Frequently Asked Question (FAQ) material on its website in those languages that explains to users how to use bicycle and scooter sharing.

### Membership and enrollment

1. Operator agrees to comply with all relevant state and local regulations regarding age limits for use of Shared Active Transportation vehicles.
2. Operator agrees to conduct outreach and to implement technology-based measures to verify ages of members during enrollment via mobile app and/or website.
3. Operator agrees to use Clipper (the Bay Area's all-in-one public transit card) as a membership identifier. This means members should be able to use Clipper to check out or unlock bicycles or scooters.

### Outreach and public relations

1. Operator agrees to provide marketing and outreach materials such as brochures, post cards, posters, copy for emails, newsletters, and social media, short videos and will provide staff for major community events with reasonable notice, all at no cost to City.
2. Upon request, City shall endeavor to introduce Operator to target businesses, community leaders, or community organizations. The City shall endeavor to identify City-sponsored marketing and communications channels through which promotional and educational materials can be distributed.
3. Operator agrees to have a representative present at City advisory committee, commission, or council meetings with notice of at least seven business days.

## City of Fremont - Shared Active Transportation Pilot Program Permit

### Equitable service

1. Operator agrees to offer membership, registration, and equipment access options for individuals who do not have a credit card or smart phone.
2. Operator agrees to offer reduced pricing for individuals who qualify for Medi-Cal, Electronic Benefits Transfer (EBT), or have an annual gross household income of less than 200 percent of the Federal Poverty Level.
3. Operator will also maintain a multi-lingual website and mobile application with information in the languages identified in section 1632 of the California Civil Code (including English, Chinese, Korean, Spanish, Tagalog, and Vietnamese).

### Helmets and safety

1. Operator agrees that the City is not responsible for educating users regarding helmet requirements and other laws, nor is City responsible for educating or training users on how to ride a bicycle or scooter.
2. Operator agrees to educate users regarding laws applicable to riding and operating a bicycle or scooter in City and State of California, and to require users to acknowledge and comply with all of these applicable laws, including laws relating to licensure.
3. Operator agrees to notify users by means of signage or visible language on bicycles and scooters as well as through its website and mobile applications that:
  - All State of California and local laws shall be obeyed while riding a bicycle or scooter, including laws related to age, driver's license requirements, and speeds
  - Bicycles, e-bicycles, and scooters may not be used on sidewalks, and generally shall be operated as close as practicable to the right curb of any street except as otherwise specified in state law.
4. Operator shall immediately notify the City's Risk Manager in writing of any reported crash or serious safety incident involving a user of a bicycle or scooter after receiving notice of such an incident.

### User Protections

1. Operator agrees to hold all financial data from users in a secure manner that complies with all laws and is only accessible to authorized personnel. The method for protecting financial data, user names, and addresses, must be Payment Card Industry (PCI) compliant.
2. Operator agrees to provide all users with a clear, prominent notification about what data will be accessed, and provide an explanation as to why access is needed for each type of user files such as contacts, camera, photos, location, and other apps. This notification must be active including an affirmative confirmation in order to continue, (opt-in, not opt out) and should not be buried in a larger terms of service notification.
3. Operator agrees that users shall not be required to share any personally identifiable information or other data through which identity could be ascertained with third parties such as advertisers or investors in order to use Shared Active Transportation programs in Fremont, nor will users be required to provide access to their contacts, camera, photos, files or any other private data.

## City of Fremont - Shared Active Transportation Pilot Program Permit

### Advertising

1. Operator agrees not to place any third-party advertising on devices. Operator agrees that this requirement is a reasonable time, place, and manner restriction and voluntarily waives any claim it may have to the contrary.

### Performance Deposit

1. A performance deposit in the amount of \$20,000 will be required at the time of permit issuance. The performance deposit is intended to ensure adequate funds are available to cover any future public property repair and maintenance costs that may be incurred as a result of operator's devices, as well as removal and storage of devices that are not addressed within specified timeframes. The performance deposit may be used to cover staff time (including direct salary, benefits, and overhead expenses) associated with performing or facilitating these activities.
2. The performance deposit will be held in a City account and will be drawn down during each month for any costs incurred by the City in the preceding month. The Operator may request in writing a breakdown of billed charges, but such a request is independent of the payment timeframes.
3. If any portion of the deposit is unused at the end of the permit term, the balance will be returned to the Operator.
4. If the deposit balance falls below \$10,000, Operator will be required to replenish the balance to \$20,000.

### Data and reporting

1. Operator agrees to maintain timestamped records of maintenance activities including device ID and maintenance performed. Operator agrees to provide these records within seven business days upon request.
2. Operator agrees to maintain timestamped records of customer service inquiry including nature of issue, time reported, and time resolved. Operator agrees to provide these records on a monthly basis.
3. Operator agrees to maintain timestamped records of any reported safety issues and to immediately notify City's Risk Manager after any such issue is reported.
4. Operator agrees to submit monthly reports that track Key Performance Indicators, as outlined in Appendix A. Monthly reports shall be submitted on the 7<sup>th</sup> day of the following month (or the business day following the 7<sup>th</sup> day of the month).
5. Operator agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and all trip activity within the City, meeting the requirements of the Mobility Data Specification format developed by the Los Angeles Department of Transportation, and to support City staff in use of the API as needed.
6. Operator agrees to provide City with access to a dashboard providing comprehensive anonymized data about the origins, destinations, distances, and times of all trip activity within the City, as well as aggregate data and heat maps categorized by vehicle type and allowing analysis by day, week, or month, at no cost to the city.
7. Operator agrees to make real-time open data on system status and usage available in General Bike Share Speed Specification (GBFS) format.

## City of Fremont - Shared Active Transportation Pilot Program Permit

8. Operator agrees to make data available through MDS, GBFS, and dashboard feeds directly available to third party public agencies or transportation data analysis firms, for purposes of program evaluation or compliance monitoring.
9. Operator agrees to assist the City in disseminating a brief survey to users for purposes of understanding characteristics of users in Fremont and how the system is contributing to larger policy goals such as mode shift safety, public health, and equity. Operator agrees to distribute the survey through app.

## Application Contents

### A. Cover letter

- Please provide a cover letter signed by a representative of the company authorized to bind the company in agreements.

### B. Description of equipment

- Please describe the bicycles and/or scooters that will be used as part of the Shared Active Transportation program.
- Include information on safety features, vandalism/theft resistance, accessibility to a wide range of users, user comfort features, locking mechanisms, and other relevant parameters.

### C. Proposed fleet size and composition, deployment locations

- Please describe fleet size and mix of devices that you envision for Fremont.
- Please note whether devices will all be available immediately or phased in.
- Provide a map of proposed service area and tentative deployment locations.

### D. Description of system operations

- Please describe how program operations will work including how and where users start and end trips, hours of operation, and frequency of rebalancing operations.
- Please note where devices will be warehoused and services.
- Describe how charging operations work and frequency of maintenance activities.

### E. Description of website and app

- Please describe and/or provide screenshots of the website and app that users will utilize to enroll in the program and check out devices.

### F. Pricing and membership options

- Please describe pricing, including any discount options.
- Please describe payment platforms, including how you will achieve required Clipper integration (ability to use Clipper to unlock bikes is required).
- Please describe any potential integration with multimodal trip planning or payment platforms.

## City of Fremont - Shared Active Transportation Pilot Program Permit

### G. Staffing

- Please provide an organizational chart noting the number of Full Time Equivalent (FTE) staff who will be involved in day-to-day operations and customer service, including the number who will be dedicated to Fremont for operations and rebalancing.
- Describe whether you will use hired staff or contractors for different types of activities.
- Describe how individuals involved in servicing devices are trained.

### H. Parking plan

- Please describe your overall strategy for ensuring compliance with parking rules.
- Include discussion of features of bikes/scooters (e.g. tethering/lock-to mechanisms), messaging/communications, technology, rewards/incentives, and negative consequences for repeated violations of parking rules.
- Please describe how you will proactively identify misparked devices.

### I. Safety plan

- Please describe overall strategy for educating users relevant laws and local regulations and ensuring compliance.
- Include discussion of messaging/communications, incentives, training, notification systems, and other strategies as appropriate.
- Please discuss how you will monitor compliance and negative consequences for repeated violations of rules.
- Please discuss how you will ensure users are old enough to use the system and have valid driver's licenses (for scooter usage).

### J. Outreach plan

- Please describe proposed marketing and public education efforts including use of traditional media, social media, community meetings/open houses, partnerships with local employers and community organizations, etc.
- Describe specific strategies that will be used to reach diverse audiences.

### K. User agreement and terms of service

- Please attach any user agreements and/or terms of service that users will be required to consent to.
- If the user agreement is executed via mobile application, please include screen shots that demonstrate that it is presented in transparent, plain text.

### L. Experience and qualifications

- Describe your qualifications to operate a shared active transportation program in a mid-size suburban community and in a large metropolitan region.
- Please address the qualifications of your company overall as well as the qualifications of key individuals who will be involved in Fremont (Operations Manager and Project Manager).

## City of Fremont - Shared Active Transportation Pilot Program Permit

### M. References

- Provide three or more references of other cities or jurisdiction where you currently operate a Shared Active Transportation program.
- Provide contact information for staff at the city or jurisdiction.
- At least one reference must be in the San Francisco Bay Area.

### N. Exceptions to requirements

- Note any exceptions to the requirements outlined in this document, including Permit Requirements, Performance Security, Insurance, and Indemnification.
- Propose any alternate language in redline format.

### O. Insurance Certificates

- Please attach certificates of insurance including an endorsement of additional insured, per specifications in Appendix B. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit.

### P. Business tax

- Please attach a copy of your business registration. If your business is not yet registered with the City of Fremont, supply a statement of intent to register your business in advance of being issued a permit.

## Submission Instructions

Applications must be received by Friday April 12, 2019 at 5 pm PST for priority consideration. Completed applications must clearly contain all of the required application components (A through P) to be considered. Applicants should submit 5 hard copies and one electronic copy on a USB drive. Applications should be submitted to:

City of Fremont  
Department of Public Works  
Attn: Matthew Bomberg  
39550 Liberty Street  
Fremont, CA 94538

All applications received by April 12, 2019 will be reviewed concurrently. The City reserves the right to continue to accept and review applications on a rolling basis, if permits issued based on applications received by this date do not meet the City's needs or minimum standards.

## Review and Evaluation

The City intends to issue permits to one or more operators for a mixed fleet of Shared Active Transportation devices comprised of bicycles and scooters. The City plans to issue permits for bicycles at least three months prior to permits for scooters. The City reserves the right to determine the number of operators and total number of devices for the pilot period based on

## City of Fremont - Shared Active Transportation Pilot Program Permit

information presented in applications.

The City will review all applications for conformance with the requirements contained in this document. For those applications that are responsive to requirements, the City will evaluate applications using the criteria below.

### 1. Qualifications/Experience

- Experience delivering/operating systems of similar size in similar context
- History of providing safe, reliable system operations, satisfactory customers service, and positive partnership with public agencies
- Quality of reference checks
- Experience of key staff

### 2. Organization/approach

- Proposed system size, operations, and service area are feasible and clearly described
- Organizational capacity to execute proposed approach
- Clearly described and feasible approach to hiring and training operations team
- Clearly described approach to system reporting and monitoring

### 3. Safety

- Clear and comprehensive plan to educate and train users in relevant state and local laws/regulations
- Demonstrated safety of equipment
- Clear plan for verifying users ages and possession of relevant licenses
- Clear plan for monitoring compliance and follow-up with users if notified of improper/illegal behavior

### 4. Parking management

- Clear and comprehensive plan for educating users on proper parking behavior and otherwise encouraging proper parking of devices
- Plan for proactively identifying misparked devices
- Plan for follow-up with users if notified of improper parking behavior
- Commitment to using City "Preferred Parking Zones"

### 5. Regional goals

- Commitment to deploying devices near affordable housing developments
- Commitment to taking Clipper
- Options for open data and/or transit integration

### 6. Fleet composition

- Preference will be given to operators proposing a "mixed fleet" of bikes and scooters

## City of Fremont - Shared Active Transportation Pilot Program Permit

### Timeline

The following is the intended timeline for the Shared Active Transportation pilot program. The City reserves the right to modify the timeline as the program is implemented.

<b>Item</b>	<b>Date</b>
RFI Issued	March 18, 2019
Permit responses due (priority consideration)	April 12, 2019
Selection of initial operator(s)	May 3, 2019
First Permits Issued	May 24, 2019

### Appendices

- A. Key Performance Indicators
- B. Indemnification and Insurance
- C. Clipper Technical Specifications
- D. Affordable housing locations

## City of Fremont - Shared Active Transportation Pilot Program Permit

### Appendix A: Key Performance Indicators

Performance Indicator	Description	Reporting Frequency	Reporting Method
App & customer service support portal	Reservation system fully operational	Monthly	Report
Customer service hotline	24/7 hotline fully operational	Monthly	Report
Devices in service	Number of devices in service in Fremont by type of device	Monthly	Report
Customer service response time	Average response time Percent of inquiries with response time greater than: -2 hours for complaints received during business hours -10 hours for evening/weekend complaints	Monthly	Report
Customer service inquiries	Average daily number of complaints Number of complaints by category (blocking sidewalk, on private property, vandalized equipment, inoperable equipment, helmet usage, sidewalk riding, other) Customer service history log including date and time reported, nature of inquiry/complaint, and time for resolution	Monthly	Report
Maintenance	Maintenance log, including device ID, date, and type of maintenance performed	Upon request	Report
Ridership	Number of trips by day, week, and month Average trips per bike per day	Ongoing	Dashboard and MDS
Trip Distribution	Total trip distance for the month Average distance and duration of each trip	Ongoing	Dashboard and MDS
Membership*	Number of members Number of members by number of rides	Ongoing	Dashboard and MDS
Trip Distribution	Heatmaps of trip origins and destinations Raw data on trip origins and destinations, trip length, and trip time in MDS format	Ongoing	Dashboard and MDS
Membership Characteristics	Number of members by age bracket Number of members by gender Number of members by zip code Number of members utilizing reduced fare or cash payment options Number of members by Fremont resident/employee/visitor	One-time	Survey
Mode Shift	Number of single occupant vehicle trips replaced Single occupant vehicle miles removed	One-time	Survey
Safety	Number of reported collisions Number of reported collisions per 1,000 miles	One-time	Monthly reports
Public Health	Number of calories burned	One-time	Estimated based on dashboard

**City of Fremont - Shared Active Transportation Pilot Program Permit**

Equity	Number of trips starting/ending near affordable housing development Number of trips taken by members enrolled in public assistance Number of members utilizing cash or non-smart phone options	One-time	Survey and estimated based on dashboard
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\*Member may be defined as a unique user in Fremont

## Appendix B: Indemnification and Insurance

### Indemnification Language

Operator shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims, litigation, demands, damages, liabilities, costs, and expenses, including court costs, attorney's fees, experts fees and other costs and fees of litigation or other dispute resolution proceedings ("Claims") resulting or arising from Operator's performance, or failure to perform, under this Agreement, except Claims arising out of the City's sole negligence or willful conduct.

### Insurance Requirements

Operator's performance of the services under this agreement shall not commence until Operator shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

**A. Minimum Coverages.** The insurance requirements specified in this section shall cover Operator's own liability and the liability arising out of work or services performed under Service Agreement by any subconsultant, subcontractor, suppliers, temporary workers, independent operators, leased employees, or any other persons, firms or corporations that Operator authorizes to work under Service Agreement (hereinafter referred to as "Agents.") Operator or its Agents shall, at their own respective expense, obtain and maintain in effect at all times during the life of Service Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under Service Agreement. Operator is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Operator shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Operator's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Operator or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Operator's insurance be primary without right of contribution from City. Prior to beginning work under this contract, Operator shall provide City with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Operator's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of the City. Such Workers Compensation & Employers Liability may be waived, if and only for as

## City of Fremont - Shared Active Transportation Pilot Program Permit

long as Operator is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of Operator and Operator's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of the CITY. Products and completed operations insurance shall be maintained for three (3) years following termination of Service Agreement. The City and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Operator's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by Operator and Operator's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of \$1,000,000 providing excess Limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Cyber and Privacy Insurance. A Cyber and Privacy insurance policy with minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, and media coverage. The policy shall provide coverage for all work performed and/or data held by Operator and any work performed or conducted by any subconsultant/contractor working for or performing services on behalf of Operator.

6. Property Insurance. Property Insurance covering Operator's own business personal property and equipment to be used in performance of Service Agreement AND materials or property to be purchased and/or installed on behalf of City (if any). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of City. City and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Operator's operations.

7. Operator's Pollution Liability Insurance. Operator's Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-

## City of Fremont - Shared Active Transportation Pilot Program Permit

up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If Operator disposes of Hazardous Materials under Service Agreement, Operator shall designate the disposal site and provide a certificate of insurance from the disposal facility to City. Operator's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy. Such policy shall contain a Waiver of Subrogation in favor of City. City and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Operator's operations.

**B. Acceptable Insurers.** All policies will be issued by insurers acceptable to City, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

**C. Self-Insurance.** Operator's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to the City.

**D. Deductibles and Retentions.** Operator shall be responsible for payment of any deductible or retention on Operator's policies without right of contribution from the City. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that City seeks coverage as an additional insured under any Operator insurance policy that contains a deductible or self-insured retention, Operator shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Operator, subconsultant, subcontractor, or any of their employees, officers or directors, even if Operator or subcontractor is not a named defendant in the lawsuit.

**E. Claims Made Coverage.** If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Operator shall:

(1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of Service Agreement or the beginning of any work under Service Agreement;

(2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

(3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Service Agreement effective date, Operator shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

**F. Failure to Maintain Insurance.** All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Operator's personnel, subcontractors, and equipment have been removed from City's property, and the work or services have been formally accepted. Operator must notify

## **City of Fremont - Shared Active Transportation Pilot Program Permit**

City if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of Service Agreement.

**G. Certificates of Insurance.** Prior to commencement of any work hereunder, Operator shall deliver to City's Risk Manager insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.

## City of Fremont - Shared Active Transportation Pilot Program Permit

### Appendix C: Clipper Technical Specifications

Clipper® is the Bay Area's all-in-one transit card. Clipper is a standard MIFARE DESFire EV1 contactless smartcard. It is compliant to all 4 levels of ISO/IEC 14443A and uses optional ISO/IEC 7816-4 commands.

More information on Clipper is available at the following links:

<https://www.mifare.net/en/products/chip-card-ics/mifare-desfire/mifare-desfire-ev1/>

[https://en.wikipedia.org/wiki/Clipper\\_card](https://en.wikipedia.org/wiki/Clipper_card)

**City of Fremont - Shared Active Transportation Pilot Program Permit**

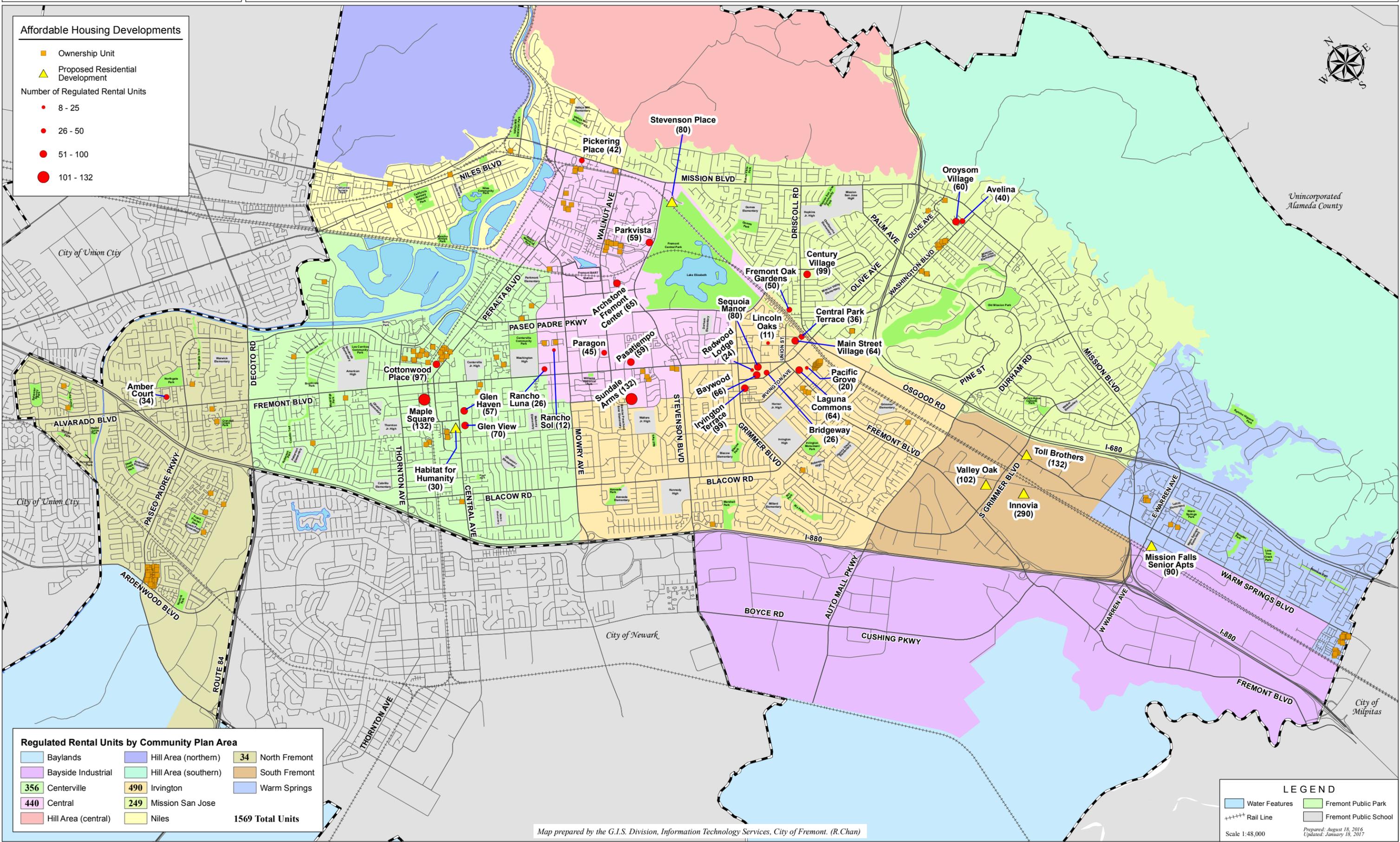
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## Appendix D: Affordable Housing Map

# AFFORDABLE HOUSING DEVELOPMENTS IN FREMONT

## Affordable Housing Developments

- Ownership Unit
  - ▲ Proposed Residential Development
- Number of Regulated Rental Units
- 8 - 25
  - 26 - 50
  - 51 - 100
  - 101 - 132



Regulated Rental Units by Community Plan Area		
Baylands	Hill Area (northern)	34 North Fremont
Bayside Industrial	Hill Area (southern)	South Fremont
356 Centerville	490 Irvington	Warm Springs
440 Central	249 Mission San Jose	
Hill Area (central)	Niles	<b>1569 Total Units</b>

**LEGEND**

- Water Features
- Rail Line
- Fremont Public Park
- Fremont Public School

Scale 1:48,000  
Prepared: August 18, 2016  
Updated: January 18, 2017