

1 AGREEMENT

2 **35241**

3 THIS AGREEMENT is made and entered, in duplicate, as of January 31,  
4 2019, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on January 22, 2019, by and between PEDAL  
6 MOVEMENT LLC, a California limited liability company ("Consultant" and "Contractor"),  
7 with a place of business at 223 E. First Street, Long Beach, California 90802, and the CITY  
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with ongoing operation and maintenance of the Long Beach Bike  
11 Share Program ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's  
13 administrative procedures and City has determined that Consultant and its employees are  
14 qualified, licensed, if so required, and experienced in performing these specialized  
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized  
17 services, and Consultant is willing and able to do so on the terms and conditions in this  
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay for  
25 these services in the manner described below, in an annual amount of One Million  
26 Two Hundred Eighty-Two Thousand Four Hundred Two Dollars (\$1,282,402), at the  
27 rates or charges shown in Exhibit "B".

28 B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for  
9 these services; provided, however, that access to City documents, records and the  
10 like, if needed by Consultant, shall be available only during City's normal business  
11 hours and provided that milestones for performance, if any, are met.

12 D. Consultant has requested to receive regular payments. City  
13 shall pay Consultant in due course of payments following receipt from Consultant  
14 and approval by City of invoices showing the services or task performed, the time  
15 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
16 on the invoices that Consultant has performed the services in full conformance with  
17 this Agreement and is entitled to receive payment. Each invoice shall be  
18 accompanied by a progress report indicating the progress to date of services  
19 performed and covered by the invoice, including a brief statement of any Project  
20 problems and potential causes of delay in performance, and listing those services  
21 that are projected for performance by Consultant during the next invoice cycle.  
22 Where billing is done and payment is made on an hourly basis, the parties  
23 acknowledge that this arrangement is either customary practice for Consultant's  
24 profession, industry or business, or is necessary to satisfy audit and legal  
25 requirements which may arise due to the fact that City is a municipality.

26 E. Consultant represents that Consultant has obtained all  
27 necessary information on conditions and circumstances that may affect its  
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this  
2 Agreement has been signed by both parties and until Consultant's evidence of  
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 January 1, 2019, and shall terminate at 11:59 p.m. on January 31, 2020, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner. The term may be extended for three (3) additional one-year periods, at  
8 the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

10 A. Consultant shall coordinate its performance with City's  
11 representative, if any, named in Exhibit "C", attached to this Agreement and  
12 incorporated by this reference. Consultant shall advise and inform City's  
13 representative of the work in progress on the Project in sufficient detail so as to  
14 assist City's representative in making presentations and in holding meetings on the  
15 Project. City shall furnish to Consultant information or materials, if any, described  
16 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
17 shall perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City  
19 for entering this Agreement was and is the reputation and skill of Consultant's key  
20 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
21 reference. City shall have the right to approve any person proposed by Consultant  
22 to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,  
24 Consultant is and shall act as an independent contractor and not an employee,  
25 representative or agent of City. Consultant shall have control of Consultant's work and the  
26 manner in which it is performed. Consultant shall be free to contract for similar services to  
27 be performed for others during this Agreement; provided, however, that Consultant acts in  
28 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

1 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
2 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
3 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
4 the usual and customary rights, benefits or privileges of City employees. Consultant  
5 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
6 shall represent themselves to be employees or agents of City.

7                   5.     INSURANCE.

8                   A.     As a condition precedent to the effectiveness of this  
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
10 duration of this Agreement, from insurance companies that are admitted to write  
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
12 Company or from authorized non-admitted insurance companies subject to Section  
13 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
14 by A.M. Best Company, the following insurance:

15                   i.     Commercial general liability insurance (equivalent in  
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
17 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
18 This coverage shall include but not be limited to broad form contractual  
19 liability, cross liability, independent contractors liability, and products and  
20 completed operations liability. City, its boards and commissions, and their  
21 officials, employees and agents shall be named as additional insureds by  
22 endorsement (on City's endorsement form or on an endorsement equivalent  
23 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
24 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
25 and this insurance shall contain no special limitations on the scope of  
26 protection given to City, its boards and commissions, and their officials,  
27 employees and agents. This policy shall be endorsed to state that the insurer  
28 waives its right of subrogation against City, its boards and commissions, and

1           their officials, employees and agents.

2                   ii.       Workers' Compensation insurance as required by the  
3           California Labor Code and employer's liability insurance in an amount not  
4           less than \$1,000,000. This policy shall be endorsed to state that the insurer  
5           waives its right of subrogation against City, its boards and commissions, and  
6           their officials, employees and agents.

7                   iii.       Professional liability or errors and omissions insurance  
8           in an amount not less than \$1,000,000 per claim.

9                   iv.       Commercial automobile liability insurance (equivalent in  
10          scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
11          an amount not less than \$500,000 combined single limit per accident.

12                  B.       Any self-insurance program, self-insured retention, or  
13          deductible must be separately approved in writing by City's Risk Manager or  
14          designee and shall protect City, its officials, employees and agents in the same  
15          manner and to the same extent as they would have been protected had the policy  
16          or policies not contained retention or deductible provisions.

17                  C.       Each insurance policy shall be endorsed to state that coverage  
18          shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
19          written notice to City, shall be primary and not contributing to any other insurance  
20          or self-insurance maintained by City, and shall be endorsed to state that coverage  
21          maintained by City shall be excess to and shall not contribute to insurance or self-  
22          insurance maintained by Consultant. Consultant shall notify City in writing within  
23          five (5) days after any insurance has been voided by the insurer or cancelled by the  
24          insured.

25                  D.       If this coverage is written on a "claims made" basis, it must  
26          provide for an extended reporting period of not less than one hundred eighty (180)  
27          days, commencing on the date this Agreement expires or is terminated, unless  
28          Consultant guarantees that Consultant will provide to City evidence of uninterrupted,

1 continuing coverage for a period of not less than three (3) years, commencing on  
2 the date this Agreement expires or is terminated.

3 E. Consultant shall require that all subconsultants or contractors  
4 that Consultant uses in the performance of these services maintain insurance in  
5 compliance with this Section unless otherwise agreed in writing by City's Risk  
6 Manager or designee.

7 F. Prior to the start of performance, Consultant shall deliver to City  
8 certificates of insurance and the endorsements for approval as to sufficiency and  
9 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
10 insurance, furnish to City certificates of insurance and endorsements evidencing  
11 renewal of the insurance. City reserves the right to require complete certified copies  
12 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
13 time. Consultant shall make available to City's Risk Manager or designee all books,  
14 records and other information relating to this insurance, during normal business  
15 hours.

16 G. Any modification or waiver of these insurance requirements  
17 shall only be made with the approval of City's Risk Manager or designee. Not more  
18 frequently than once a year, City's Risk Manager or designee may require that  
19 Consultant, Consultant's subconsultants and contractors change the amount, scope  
20 or types of coverages required in this Section if, in his or her sole opinion, the  
21 amount, scope or types of coverages are not adequate.

22 H. The procuring or existence of insurance shall not be construed  
23 or deemed as a limitation on liability relating to Consultant's performance or as full  
24 performance of or compliance with the indemnification provisions of this Agreement.

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
26 contemplates the personal services of Consultant and Consultant's employees, and the  
27 parties acknowledge that a substantial inducement to City for entering this Agreement was  
28 and is the professional reputation and competence of Consultant and Consultant's

employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. Consultant further certifies that Consultant does not now have and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D".

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
2 models, reports, summaries, drawings, designs, notes, plans, information, material and  
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
4 and City shall have the unrestricted right to use and disclose the Data in any manner and  
5 for any purpose without payment of further compensation to Consultant. Copies of Data  
6 may be retained by Consultant but Consultant warrants that Data shall not be made  
7 available to any person or entity for use without the prior approval of City. This warranty  
8 shall survive termination of this Agreement for five (5) years.

9           10. TERMINATION. Either party shall have the right to terminate this  
10 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior  
11 written notice to the other party. In the event of termination under this Section, City shall  
12 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
13 date of termination for which Consultant has not been previously paid. The procedures for  
14 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
15 termination, Consultant shall deliver to City all Data developed or accumulated in the  
16 performance of this Agreement, whether in draft or final form, or in process. And,  
17 Consultant acknowledges and agrees that City's obligation to make final payment is  
18 conditioned on Consultant's delivery of the Data to City.

19           11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
21 performing its services, during the term of this Agreement and for five (5) years following  
22 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
23 all information, whether written, oral or visual, obtained by any means whatsoever in the  
24 course of performing its services for the same period of time. Consultant shall not disclose  
25 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
26 of others except for the purpose of this Agreement.

27           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
28 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
2 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
3 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
4 disclosed pursuant to subpoena or court order.

5 13. ADDITIONAL COSTS AND REDESIGN.

6 A. Any costs incurred by City due to Consultant's failure to meet  
7 the standards required by the scope of work or Consultant's failure to perform fully  
8 the tasks described in the scope of work which, in either case, causes City to request  
9 that Consultant perform again all or part of the Scope of Work shall be at the sole  
10 cost of Consultant and City shall not pay any additional compensation to Consultant  
11 for its re-performance.

12 B. If the Project involves construction and the scope of work  
13 requires Consultant to prepare plans and specifications with an estimate of the cost  
14 of construction, then Consultant may be required to modify the plans and  
15 specifications, any construction documents relating to the plans and specifications,  
16 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
17 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
18 This modification shall be submitted in a timely fashion to allow City to receive new  
19 bids within four (4) months after the date on which the original plans and  
20 specifications were submitted by Consultant.

21 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
22 amended, nor any provision or breach waived, except in writing signed by the parties which  
23 expressly refers to this Agreement.

24 15. LAW. This Agreement shall be construed in accordance with the laws  
25 of the State of California, and the venue for any legal actions brought by any party with  
26 respect to this Agreement shall be the County of Los Angeles, State of California for state  
27 actions and the Central District of California for any federal actions. Consultant shall cause  
28 all work performed in connection with construction of the Project to be performed in

1 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
2 county or municipal governments or agencies (including, without limitation, all applicable  
3 federal and state labor standards, including the prevailing wage provisions of sections 1770  
4 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
5 marshal, health officer, building inspector, or other officer of every governmental agency  
6 now having or hereafter acquiring jurisdiction.

7 16. PREVAILING WAGES.

8 A. Consultant agrees that all public work (as defined in California  
9 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
10 Work"), if any, shall comply with the requirements of California Labor Code sections  
11 1770 *et seq.* City makes no representation or statement that the Project, or any  
12 portion thereof, is or is not a "public work" as defined in California Labor Code  
13 section 1720.

14 B. In all bid specifications, contracts and subcontracts for any  
15 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
16 wages and the general prevailing rate for holiday and overtime work in this locality  
17 for each craft, classification or type of worker needed to perform the Public Work,  
18 and shall include such rates in the bid specifications, contract or subcontract. Such  
19 bid specifications, contract or subcontract must contain the following provision: "It  
20 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
21 wages to all workers employed by the contractor in the execution of this contract.  
22 The contractor expressly agrees to comply with the penalty provisions of California  
23 Labor Code section 1775 and the payroll record keeping requirements of California  
24 Labor Code section 1771."

25 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
26 constitutes the entire understanding between the parties and supersedes all other  
27 agreements, oral or written, with respect to the subject matter in this Agreement.

28 18. INDEMNITY.

1                   A.     Consultant shall indemnify, protect and hold harmless City, its  
2     Boards, Commissions, and their officials, employees and agents ("Indemnified  
3     Parties"), from and against any and all liability, claims, demands, damage, loss,  
4     obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
5     costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
6     in connection with (1) Consultant's breach or failure to comply with any of its  
7     obligations contained in this Agreement, including any obligations arising from the  
8     Project's compliance with or failure to comply with applicable laws, including all  
9     applicable federal and state labor requirements including, without limitation, the  
10    requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
11    acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
12    employees, agents, subcontractors, or anyone under Consultant's control, in the  
13    performance of work or services under this Agreement (collectively "Claims" or  
14    individually "Claim").

15                   B.     In addition to Consultant's duty to indemnify, Consultant shall  
16    have a separate and wholly independent duty to defend Indemnified Parties at  
17    Consultant's expense by legal counsel approved by City, from and against all  
18    Claims, and shall continue this defense until the Claims are resolved, whether by  
19    settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
20    breach, or the like on the part of Consultant shall be required for the duty to defend  
21    to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
22    Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
23    in the defense.

24                   C.     If a court of competent jurisdiction determines that a Claim was  
25    caused by the sole negligence or willful misconduct of Indemnified Parties,  
26    Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
27    court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
28    percentage of willful misconduct attributed by the court to the Indemnified Parties.

1 D. The provisions of this Section shall survive the expiration or  
2 termination of this Agreement.

3 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
4 Agreement and any Exhibit, the provisions of this Agreement shall govern.

5 20. NONDISCRIMINATION.

6 A. In connection with performance of this Agreement and subject  
7 to applicable rules and regulations, Consultant shall not discriminate against any  
8 employee or applicant for employment because of race, religion, national origin,  
9 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
10 disability. Consultant shall ensure that applicants are employed, and that  
11 employees are treated during their employment, without regard to these bases.  
12 These actions shall include, but not be limited to, the following: employment,  
13 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
14 termination; rates of pay or other forms of compensation; and selection for training,  
15 including apprenticeship.

16 B. It is the policy of City to encourage the participation of  
17 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
18 procurement process, and Consultant agrees to use its best efforts to carry out this  
19 policy in its use of subconsultants and contractors to the fullest extent consistent  
20 with the efficient performance of this Agreement. Consultant may rely on written  
21 representations by subconsultants and contractors regarding their status.  
22 Consultant shall report to City in May and in December or, in the case of short-term  
23 agreements, prior to invoicing for final payment, the names of all subconsultants  
24 and contractors hired by Consultant for this Project and information on whether or  
25 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
26 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

27 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
2 Long Beach Municipal Code, as amended from time to time.

3 A. During the performance of this Agreement, the Consultant  
4 certifies and represents that the Consultant will comply with the EBO. The  
5 Consultant agrees to post the following statement in conspicuous places at its place  
6 of business available to employees and applicants for employment:

7 "During the performance of a contract with the City of Long Beach, the  
8 Consultant will provide equal benefits to employees with spouses and its  
9 employees with domestic partners. Additional information about the City of  
10 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
11 Long Beach Business Services Division at 562-570-6200."

12 B. The failure of the Consultant to comply with the EBO will be  
13 deemed to be a material breach of the Agreement by the City.

14 C. If the Consultant fails to comply with the EBO, the City may  
15 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
16 to become due under the Agreement may be retained by the City. The City may  
17 also pursue any and all other remedies at law or in equity for any breach.

18 D. Failure to comply with the EBO may be used as evidence  
19 against the Consultant in actions taken pursuant to the provisions of Long Beach  
20 Municipal Code 2.93 et seq., Contractor Responsibility.

21 E. If the City determines that the Consultant has set up or used its  
22 contracting entity for the purpose of evading the intent of the EBO, the City may  
23 terminate the Agreement on behalf of the City. Violation of this provision may be  
24 used as evidence against the Consultant in actions taken pursuant to the provisions  
25 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

26 22. NOTICES. Any notice or approval required by this Agreement shall  
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
28 postage prepaid, addressed to Consultant at the address first stated above, and to City at

1 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
2 to the City Engineer at the same address. Notice of change of address shall be given in  
3 the same manner as stated for other notices. Notice shall be deemed given on the date  
4 deposited in the mail or on the date personal delivery is made, whichever occurs first.

5 23. COPYRIGHTS AND PATENT RIGHTS.

6 A. Consultant shall place the following copyright protection on all  
7 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

8 B. City reserves the exclusive right to seek and obtain a patent or  
9 copyright registration on any Data or other result arising from Consultant's  
10 performance of this Agreement. By executing this Agreement, Consultant assigns  
11 any ownership interest Consultant may have in the Data to City.

12 C. Consultant warrants that the Data does not violate or infringe  
13 any patent, copyright, trade secret or other proprietary right of any other party.  
14 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
15 and employees harmless from any and all claims, demands, damages, loss, liability,  
16 causes of action, costs or expenses (including reasonable attorney's fees) whether  
17 or not reduced to judgment, arising from any breach or alleged breach of this  
18 warranty.

19 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
20 that Consultant has not employed or retained any entity or person to solicit or obtain this  
21 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
22 commission or other monies based on or from the award of this Agreement. If Consultant  
23 breaches this warranty, City shall have the right to terminate this Agreement immediately  
24 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
25 due under this Agreement or otherwise recover the full amount of the fee, commission or  
26 other monies.

27 25. WAIVER. The acceptance of any services or the payment of any  
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
2 Agreement shall not constitute a waiver of any other or subsequent breach of this  
3 Agreement.

4 26. CONTINUATION. Termination or expiration of this Agreement shall  
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
6 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

7 27. TAX REPORTING. As required by federal and state law, City is  
8 obligated to and will report the payment of compensation to Consultant on Form 1099-  
9 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
10 resulting from payments under this Agreement. Consultant shall submit Consultant's  
11 Employer Identification Number (EIN), or Consultant's Social Security Number if  
12 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
13 Financial Management. Consultant acknowledges and agrees that City has no obligation  
14 to pay Consultant until Consultant provides one of these numbers.

15 28. ADVERTISING. Consultant shall not use the name of City, its officials  
16 or employees in any advertising or solicitation for business or as a reference, without the  
17 prior approval of the City Manager or designee.

18 29. AUDIT. City shall have the right with advance written notice of five (5)  
19 business days during the term of this Agreement and for a period of five (5) years after  
20 termination or expiration of this Agreement to examine, audit, inspect, review, extract  
21 information from and copy all books, records, accounts and other documents of Consultant  
22 relating to this Agreement.

23 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
24 designed to or entered for the purpose of creating any benefit or right for any person or  
25 entity of any kind that is not a party to this Agreement.

26 31. SEVERABILITY. If any term or provision of this Agreement is invalid,  
27 illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability  
28 shall not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to/ the court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

32. FORCE MAJEURE. Neither City nor Contractor shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances, (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of three (3) days following written notice given by it under this Section 32, either party/ the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

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IN WITNESS WHEREOF, the parties have caused this document to be duly  
executed with all formalities required by law as of the date first stated above.

PEDAL MOVEMENT LLC, a California  
limited liability company

\_\_\_\_\_, 2019

By   
Name JOHN FULY  
Title COO / co-owner

\_\_\_\_\_, 2019

By   
Name Graham T. Baden  
Title CEO / co-owner

Tom Modica  
Assistant City Manager

"Consultant"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CITY OF LONG BEACH, a municipal  
corporation


 June 3, 2019

By   
City Manager

"City"

This Agreement is approved as to form on May 30, 2019.

CHARLES PARKIN, City Attorney

By   
Deputy



**SCOPE OF WORK FOR RFP PW18-044**  
**EXHIBIT "A"**

**3.1. Bike Share System Maintenance and Operation**

The Scope of Work (SOW) involves all tasks and operations necessary to sustain and support a clean, well-maintained bike share program for the City currently inclusive of 57 hubs, 14 drop zones, and 400 bicycles to allow the public to make short trips by bicycle. In general, the SOW shall involve the below-listed tasks. Additionally, the City will, upon securing additional funding, require the contractor to work with the City to expand the system with additional bikes, hubs, and an expanded service area throughout Long Beach. The Contractor will be expected to operate and maintain any additional equipment and service areas added to the system through the duration of the contract and has, via the RFP response, provided hard and soft costs for doing so. Any enhancements that the Contractor may want to suggest will be considered provided such enhancements are properly supported and their costs itemized. The City will work with neighboring cities to explore the potential of adding these jurisdictions to the Long Beach system and will compensate the contractor for these additional service areas.

**3.1.1 Task A1: Reporting**

- a) Contractor shall submit reports on the first day of each month, including but not limited to gross revenues, data regarding the operable bike percentage and its bearing on the functionality of the system, membership, ridership and trip information, equipment repair, vandalism incidents, expenses, and customer service logs (in coordination with the Customer Service provider) in a format approved by the City. The Contractor shall meet with the City once a month to provide current system usage numbers and to review and resolve any problems in the ongoing operation. At the end of each operating year, the Contractor will be required to submit a detailed income, utilization/ridership, membership information, vandalism and repair, system reconfiguration, marketing and social media efforts, events, trip information, customer service logs (in coordination with the Customer Service provider), and expense statement for the past year's operation in a format approved by the City.
- b) Each January, the Contractor shall provide an annual report containing an inventory of all equipment used in connection with the Bike Share Program to the Bike Share Administrator.
- c) Equipment failures, damages, and maintenance problems shall be reported by the Contractor to the Bike Share Administrator within 24 hours of discovery.
- d) The Contractor shall implement procedures to address all incidents, accidents or events possibly giving rise to a claim for liability, as well as thefts, vandalism, property damage, and customer complaints. The Contractor will report each event to the Bike Share Administrator within twenty-four (24) hours.

- e) Reports must be available in electronic and hard copy format on an as needed basis and will be provided by the Contractor within three (3) business days upon request.

### **3.1.2 Task A2: Customer Service Call Center**

The City's current operation utilizes Jump/Social Bicycles customer service support. It is the City's intent to continue that service and require the Contractor to provide information to the City based on the monthly activity.

In the event the City decides to discontinue this service, the City and the Contractor will coordinate and determine the best course of action forward to maintain customer satisfaction. In the event of any such occurrence, the Agreement will be amended to reflect the change.

### **3.1.3 Task A3: System Maintenance and Repair**

System maintenance shall include inspecting, cleaning and removing graffiti from any system equipment, including bicycles, parking devices, advertising panels, on a daily basis, removal of debris in and around system structures, preventative maintenance, inspection, and working with the City to coordinate repair or replacement of system elements including, but not limited to, kiosks, signs, bicycles and smart bike computer units and batteries, concrete or asphalt beneath stations, solar panels, and changing limited website and software content. The system functionality shall be at a minimum of ninety-five percent (95%) of the bicycle fleet. Contractor shall work with the City to determine which bicycles are no longer operable by providing a list of the inoperable bicycles, explaining the reason for inoperability, and gaining Bike Share Administrator approval to remove the bicycles from the system. Contractor will be required to maintain functionality for ninety-five percent (95%) of the bicycle fleet.

In the event the City decides to discontinue or modify its current service offerings, the City and the Contractor will coordinate and determine the best course of action forward to maintain customer satisfaction. In the event of any such occurrence, the Agreement will require amendment.

### **[MW1]3.1.4 Task A4: System Re-Balancing**

Contractor shall monitor the location of each bicycle, status of each dock, and redistribute bicycles as needed to meet agreed upon hub requirements every 30 minutes within the weekday peak hours of usage (7 am to 9 am and 4:00 pm to 7:00 pm PST) and the weekend peak hours of usage (7 am to 10 am and 12:00 pm to 4:00 pm PST) excepting bicycles that are on hold, and every two hours the rest of the day to ensure that there are available bicycles and spaces at each hub at all times. It is the City's desire that this be done in as environmentally responsible a manner as possible and that bicycles, electric bicycles, or electric vehicles be utilized in this task. Costs for such rebalancing are included in the Contractor's bid.

### **3.1.5 Task A5: Real-Time Communication**

Contractor shall utilize the Jump/Social Bicycles platform as available to track bicycle and dock status for daily rebalancing of the system. Contractor will be allowed to add new stations, create new drop zones, delete stations, and drop zones, or modify a geo-fence on the system map in coordination with, and the written permission of, the Bike Share Administrator.

### **3.1.6 Task A6: Safety Information and Bicycle Laws**

Information about safe bicycle riding and traffic laws relative to the use of bicycles in California shall be provided to all customers via the website and events associated with bike share . The safety information will be required to be posted on each bike, station sign, ad panel, mobile application, and program website with written City approval. Modifications to system elements made under this Task shall be considered Capital Improvements and subject to the terms of Section 3.2.10 Task B10: Capital Improvements.

### **3.1.7 Task A7: Membership**

The City shall be responsible for operating and maintaining the Social Bicycles web portal and iOS and Android mobile applications for registration and Bike Share access ("front end"). The portal will include membership sign up and rental information, rates and fares, a membership dashboard for members to track overall usage, liability waiver, bike safety tips, and California and Long Beach bicycle laws.

Contractor shall be required to manage the membership program ("back end") currently operated by the City of Long Beach and its prior contractors utilizing the Jump/Social Bicycles operating system. The Contractor will be required to retain, as a part of the membership requirement, the existing Waiver of Responsibility approved by the City for all members. Any changes to the Waiver will be made only with the express permission, and approval by, the City in a Payment Card Industry (PCI) compliant manner.

The Contractor will not be held responsible or penalized for the inability of users to access system elements in the event that any front-end or back-end system functionality is compromised due to lack of payment, error, or other system outage.

Contingent upon the budgetary and operational capacity of the Contract, and as mutually agreed upon by the City and Contractor, the Contractor will assist the City to implement and/or facilitate the following programs: a program for low-income members and seek partners or grants to provide services relative to implementing the program that could include reduced fares, allow for cash payments, transit integration or other forms. The Contractor will also be required to continue the program for students at California State University at Long Beach (CSULB), and possibly for students at the local campuses of

Long Beach City College. The Contractor may also be asked to develop a Corporate Program, and a program that allows for the inclusion of people with disabilities, which may include specialized bicycles tricycles, and/or electric bicycles, and any other specialized short- or long-term membership programs as directed by the City

Any additional programs outside of the programs mentioned in this Task will require a written amendment to this Agreement.

### **3.1.8 Task A8: User Minimum Age/Helmet**

The City shall direct the Contractor to set a minimum age for rental of and use of City bike share equipment. A person must be at least 18 years of age to register and become a member of the bike share program.

Together with the City, Contractor will advertise the minimum age through existing rental agreement documents. These rental agreement documents will also incorporate any applicable helmet laws as required by the state in which Long Beach Bike Share operates.

Contractor may be required to offer users the option to sign up for, and be provided with, a reduced-price helmet to be utilized for bike share trip making.

### **3.1.9 Task A9: Program Promotion, Encouragement, and Public Assessment**

Contractor shall be required, at a minimum, to offer monthly promotions to encourage use of the bike share system in order to bring additional visibility and new members to the program.

### **3.1.10 Task A10: Program Staffing**

- a) For each fiscal year, the Contractor shall submit a draft annual staffing plan for approval by the Bike Share Administrator. This staffing plan shall be consistent with the cost proposal. The Contractor shall base each draft annual staffing plan upon the most recent annual staffing plan approved by the Bike Share Administrator. The draft staffing plan shall explain any annual staffing adjustments, including those resulting from changes in number of bike share hubs and/or other equipment. Once the Bike Share Administrator has approved the annual staffing plan, it shall be incorporated into this Agreement as if made by formal amendment to the Agreement.
- b) The Contractor will be responsible for maintaining a staff consisting of the following:
  - A Program Operations Manager;
  - Marketing Director;
  - Fleet Manager; and
  - Service Technicians
- c) Staff listed above will oversee the day-to-day operations and maintenance responsibilities.

- d) The Contractor will be required to maintain a minimum 1:150 ratio of Service Technicians to bicycles. During the hours of 7:00 pm to 11:00 pm, the Contractor will only be required to schedule at least one employee.
- e) Operations and Maintenance staff will be required to service the bike fleet and stations from 7:00 am to 11:00 pm, seven (7) days a week, to rebalance the system, keep the bicycles clean and in good working order, and to maintain the stations, signs, and advertising panels.
- f) The Contractor will communicate with the Bike Share Administrator as the City's point of contact for the program.
- g) The Bike Share Administrator shall have the right to permanently alter the approved annual staffing plan at any time during the fiscal year during which that plan is effective. The Bike Share Administrator shall provide the Contractor written notice of such a permanent change in the annual staffing plan with a minimum of fourteen (14) calendar days notice. The annual staffing plan, along with the approved operating budget, shall be amended to reflect such permanent staffing changes and shall be attached to the agreement as revised exhibits. The Contractor shall comply with the annual staffing plan as amended.
- h) The City at all times shall have a designated "Bike Share Administrator", or "Acting" or "Interim" "Bike Share Administrator." The Bike Share Administrator shall be responsible for overseeing and effectively managing the bike share program, serve as a liaison to the Contractor, and act as an account manager for services provided under this Agreement.

#### **3.1.11 Task A11: Standardized Apparel**

The Contractor shall require every on-duty employee to wear a uniform or other standardized apparel. Well-maintained uniforms and photo identification badges must be furnished by the Contractor and approved by the City. Uniform must not be covered by outer garments that are not part of the uniform or program jackets must be provided to field staff. Photo identification badges must be carried by the employee when on-duty. No pins or buttons shall be worn except those authorized by the Contractor and approved by the City.

#### **3.1.12 Task A12: Equipment Purchase**

The Contractor may be required to purchase proprietary Jump/Social Bicycles equipment (bicycles, racks, parts etc.) to augment the existing. The Contractor may be required to follow all applicable Buy America rules and regulations based on the funding source for the program.

The Contractor may be required to purchase equipment on a monthly reimbursable basis included with the monthly report and invoice to support program elements that provide electric bicycles, adaptive bicycles, cargo bicycles that may accommodate children and shopping.

The contractor may be required to purchase electric bicycle upgrade kits from Jump/Social Bicycles to allow an agreed upon percentage of the fleet to be upgraded to Social Bicycles' electric Jump bicycle.

Should the City require the Contractor to purchase equipment on a reimbursable basis, it shall be the City's responsibility to determine whether there are remaining funds available in order to reimburse the Contractor.

### **3.1.13 Task A13: Public Facing Website Additions**

The Contractor shall work with the City and Jump/Social Bicycles to provide data on the public-facing website that includes the number of trips, total miles ridden, carbon dioxide saved, calories burned, etc.

### **3.1.14 Task A14: Electric Bicycles**

Contractor may be directed by the City to reconfigure a percentage of the bike share fleet to electric bicycles. The City will work with the Contractor to determine the appropriate percentage of the fleet or number of dedicated electric bicycles as well as the distribution of bicycles throughout the network and per hub.

Contractor, with compensation from the City, will be required to purchase conversion kits, and additional batteries to upgrade current bicycles to the agreed upon percentage of the fleet. The Contractor will be included in any discussions regarding system augmentation. Contractor will be required to change out or charge batteries frequently in order to keep the electric bicycles in the system charged at a minimum of 20% at all times to allow for continuous use by the public.

In the event of any changes regarding electric bicycles, the Agreement will require written amendment.

## **3.2. System Expansion, Interoperability, and Regional Coordination**

The City and/or the Contractor, with compensation from the City, will purchase new equipment, work with the Contractor to site new hubs, and add new bicycles to the system. The Contractor will also work with the City to seek funding and grants, as well as sponsorship and advertising revenue to expand the current system throughout the City. In addition, the City may work with other bike share systems in the region to ensure regional inter-operability and may allow members of each system to participate in a system in which they do not hold membership.

### **3.2.1 Task B1: System Expansion**

The Contractor shall work with the City on the expansion of the system in order to bring bike share to the entire City of Long Beach. This may include, but not be limited to: receiving, assembling and deploying new equipment; siting and installing new hubs, and

advertising panels; assisting the City with seeking additional funding and/or sponsorship; providing crowd-sourced electronic maps to allow for public input for siting future stations; maintaining a warehouse to store new equipment to be added to the system; and establishing and operating non-contiguous bike share hubs, drop zones in clusters to serve business districts in the City. Warehouse shall be provided and maintained by the Contractor.

The Contractor shall be notified of the City's plans to expand bike share, and shall be notified in the event of such expansion. In the event of any expansions to the system, the Agreement will require written amendment.

### **3.2.2 Task B2: Regional Coordination**

The Contractor may be directed by the City to coordinate with the Los Angeles County Metropolitan Transportation Authority (Metro), to provide access to the bike share system in order to allow interoperability to system members via the Regional Transit Access Pass (TAP) card, or other methodologies, as agreed upon by the City and the region. Contractor may be directed by the City to develop cooperative agreements with other regional bike share systems even though equipment and docking stations may be technically incompatible. Contractor may be directed by the City to facilitate regional cooperation, and interoperability with any other agency operated regional bike share systems and regional fare media, to develop and maintain ongoing partnerships with transit agencies and local businesses.

### **3.2.3 Task B3: Regional Guarantee/Inter-Agency Participation**

The Contractor shall be required to guarantee the same negotiated operations and maintenance price to all Southern California cities who choose to join the City of Long Beach in the creation of a regional or sub-regional bike share system. The Contractor shall contract directly with such other cities.

### **3.2.4 Task B4: Evaluation**

The Contractor shall evaluate the existing program as a part of its annual report and make recommendations to the City for upgrade and improvement to the program in areas including, but not limited to, membership, program expansion, marketing and social media, events, customer service, software, hardware, vandalism and repair, marketing efforts, system reconfiguration, any current program operations, and ridership levels relative to other programs in the region, provided this information is publicly available. This evaluation will be submitted to the City within the annual report and considered for the following year operations.

**3.2.5 Task B5: Site Planning and Review**

Upon request, and to the extent agreed to by the Contractor, the Contractor will advise the City regarding optimal locations for hub sites, gather feedback, and assist with and/or develop site plans for City review and approval.

**3.2.6 Task B6: Future Staffing**

As system expansion occurs, the Contractor shall be required to maintain the minimum 1:150 ratio of technicians to bicycles in order to maintain the system as required by the City except for the hours of 7:00PM to 11:00PM which will require only one (1) staff member to be schedule.

**3.2.7 Task B7: New Hub Installation**

The Contractor shall be required to work with the City on new hub site planning for productive and well-used locations within the system. The City may also require a reasonable number of hub relocations per year (up to 20). In addition, the City intends to add 100 hubs to the system within the first two years of the contract. The Contractor may be required to coordinate installation of new hubs with City staff or a third party as directed by the City.

**3.2.8 Task B8: Temporary Hubs for Special Events**

The City or a third party already contracted with the City shall be required to install and relocate docks to service up to ten major special events held annually throughout the City. The Contractor, as requested, will be responsible for relocating up to 50 bicycles per event and creating temporary geo-fenced hubs with temporary signage for these events. The City shall make a good-faith effort to provide the Contractor with at least seventy-two (72) hours advance notice of the need for any temporary hub removal or installation.

**3.2.9 Task B9: Emergency Removal**

The Contractor shall be required, at the request of the City, to coordinate removal of bicycles within two (2) hours to accommodate emergency services. The City or any other third party already contract with the City shall be responsible for removing racks, kiosks, ad panels, and any other non-bicycle components. If needed, the City exercises the right to remove and reinstall the equipment at its own expense.

**3.2.10 Task B10: Capital Improvements**

As permitted by available funding under this Agreement, Contractor shall follow City of Long Beach requirements to obtain necessary cost estimates/quotations for capital improvement projects if necessary, as well as procuring Bike Share equipment, signage, and any other supplies and services required by the City. Expenses incurred as a result

of capital improvements in the Bike Share Program or contract implementation shall be the responsibility of the Contractor. The City shall not cover any of these expenses unless prior written approval is obtained. Contractor will be reimbursed for approved orders based on all incurred expenses on a project- by-project basis, not including late fees incurred by Contractor. Any reimbursable expenses of the Contractor shall be included and budgeted for under this Agreement.

### **3.3 Financial Operation**

The Scope of Project involves all necessary documentation and funding analysis to maintain ongoing fiscal operation of the bike share program.

#### **3.3.1 Task C1: Member Registration**

Contractor, in coordination with the City, shall assist in maintaining the full operation the existing website solely dedicated to the City of Long Beach Bike Share program to allow members to register, submit credit card and/or debit card data, execute a user agreement and liability waiver. In addition, the Contractor, in coordination with the City, shall assist in providing access to the program via Jump/Social Bicycles' mobile app that allows members to perform the same functions as on the website. After registration, members shall be able to immediately access any bicycle at any hub. Memberships of various durations including the possibility of bulk pass sales and costs shall be available as determined by the City.

#### **3.3.2 Task C2: Walk-Up Utilization**

The Contractor, in coordination with the City, shall allow for users of the program to register for and access bikes through the program website, and Jump/Social Bicycles mobile application. This will allow for walk up renters to register, submit credit card data, execute a user agreement and liability waiver.

#### **3.3.3 Task C3: Secure Financial Transactions**

City, through its maintenance of the website and mobile application, shall allow for secure financial transactions with data input via the website, and Jump/Social Bicycles mobile application.

#### **3.3.4 Task C4: Fee Collection for Stolen or Missing Equipment**

City shall accurately assess fees for failure to return any bicycle within the rules and regulations established by the program per Bike Share Membership Terms and Conditions via the Jump/Social Bicycles platform.

**3.3.5 Task C5: Revenue**

The City currently collects and deposits all revenues from the bike share program. If circumstances change and the City does not at a future date collect such, all revenues, including but not limited to, sponsorship, membership fees, use fees, out of hub or network, and other bike share revenue streams, shall be collected by the Contractor on behalf of the City and returned to the City within 30 days. The Contractor, as the City's fiduciary with respect to collection and treatment of such revenue, shall be responsible for all revenue from the time it is collected until the time it is deposited into City accounts within 30 days.

In the event of any change in the future to revenue collection, the Agreement will require written amendment.

**3.3.6 Task C6: Records**

Contractor shall maintain all records relative to bike share operation and make them available within twenty-four (24) hours notice for inspection and audit.

**3.3.7 Task C7: Billing and Compensation**

The Contractor shall submit invoices for service, operation, maintenance, and repairs based on a monthly, per bike fee within 30 days of the end of the previous month. The monthly fee may also include up to 20 hub relocations per year.

**3.3.8 Task C8: Regular Operations Review**

Contractor shall perform, with the coordination of the Bike Share Administrator, an ongoing review of ridership, fee structure, and develop any recommendations for submission to the City to promote the use of the system and to reduce any potential operating deficit. The City may, with advance written notice, request the contractor to revise the fee structure to better accommodate the ongoing needs of the program. The Contractor shall be prepared to provide this information in an electronic and hard copy format to the City on an as needed basis.

**3.3.9 Task C9: Kiosks and Advertising Panels**

The Contractor shall work with the City's Bike Share Administrator to develop a Unicorn Bicycle Program to promote the program, special events, or to create a short-term sponsorship opportunity to provide additional revenue for the program. All actions regarding advertising shall be included in the monthly report and shall include the type, number and revenues accrued. City shall obtain all appropriate permits prior to installation.

**3.3.10 Task C10: Financial Accounting**

The Contractor prepared multiple cost scenarios based on differing operational models associated with running the operations and maintenance for the program including but not limited to: staffing, bike maintenance, hub<sup>[NR2]</sup> maintenance, rebalancing, hub siting, equipment, etc. The Cost Proposal agreed to by the City is included as Exhibit B. For the purposes of invoicing each month, the Contractor has provided and will adhere to the "Rate Sheet" (Exhibit F).

**3.3.11 Task C11: Standard Operations and Procedures Manual**

Within thirty (30) days after Contractor's receipt of first payment by the City under this Agreement, the Contractor will provide the Bike Share Administrator a copy of a written **Standard Operations and Procedures Manual** including procedures for operations, management, maintenance, financial transactions, accounting, auditing procedures and all tasks listed in this Scope of Work for review and approval by the City. Thereafter, the Contractor shall make necessary revisions on an as needed basis, but at least on an annual basis and no later than January 1<sup>st</sup> of each year, submitted to and approved, in writing, by the City.

**3.3.12 Task C12: Additional Service Hours and Use of Contingency Fees**

Should the City request additional services not covered in the Scope of Work, the Contractor will invoice according to the hourly rates attached in Exhibit F. In the event the Contractor invoices for a total amount which exceeds the annual appropriated Contract amount, the City shall rely on the 10% contingency to pay the Contractor.

# EXHIBIT “B”

Rates or Charges

## Exhibit F – Rate Sheet

## Pedal Movement Revised Rate Sheet &amp; Accounting Form

**Note:** This Rate Sheet includes pricing for the anticipated program expansion. This form will be included with all Invoices to keep track of any additional service hours and a running total of remaining dollars in the Contract.

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
550 bikes at \$155/bike/month	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250
Additional Hourly Rate (special services @											
1-Time Setup Costs	\$ 50,000										
Monthly Total	\$ 135,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250	\$ 85,250

Annual Contract amount  
Annual Remaining Balance  
Annual contingency amount

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
550 bikes at \$165/bike/month	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750
Additional Hourly Rate (special services @											
Monthly Total	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750	\$ 90,750

Annual Contract amount  
Remaining Balance  
Annual contingency amount

# EXHIBIT “C”

City’s Representative:

Michelle Mowery, Mobility Program Officer

(562) 570-6618

[Michelle.Mowery@longbeach.gov](mailto:Michelle.Mowery@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Evan Kelly, CFO/Co-Owner

(562) 822-6071

[epkelly@pedal-movement.com](mailto:epkelly@pedal-movement.com)