

# Shared Micromobility Permit Contract

## Vendor Information & Signatures

| Applicant Information   | Additional Contacts Information   |              |
|-------------------------|---|--------------|
| Company Name: _____     | If you would like additional contacts to be included on this permit application, please enter here: |              |
| Contact: _____          |   | Name: _____  |
| Address: _____          |   | Email: _____ |
| City: _____             |   | Name: _____  |
| State: _____ Zip: _____ |   | Email: _____ |
| Phone: _____            |   | Name: _____  |
| Email: _____            | Email: _____  |              |

By signing this document, Vendor agrees to comply with all requirements for the permitted operation of a bicycle and scooter share program within the City of Redmond.

| Vendor   | City of Redmond                         |
|--|---|
| Company Name: _____                              |   |
| By: _____<br>[Person Authorized to Bind Company] | By: _____<br>[Director of Public Works] |
| Its: _____<br>[Position]                         |   |
| X _____<br>Vendor Representative                 | X _____<br>Director of Public Works     |
| Name: _____                                      | Name: _____                             |
| Title: _____                                     | Title: _____                            |
| Date: _____                                      | Date: _____                             |

## Shared Micromobility Requirements

Vendors authorized to operate bicycle and/or scooter share shall comply with the following terms and conditions. Shared micromobility is defined as a bicycle or scooter which may be both parked upon and rented upon the City of Redmond right of way. Vendor agrees to comply with all such requirements for the duration of the program and this permit. The City reserves the right to change or modify the requirements governing bicycle and scooter sharing within the City and will change or modify requirements as necessary to comply with changes to State or Federal law and may choose to eliminate bicycle and/or scooter sharing within the City at the end of the contract. By signing this contract, Vendor understands and agrees to comply with all rules and regulations of the City's program as they exist or may be modified during the term of the program. This permit is to be authorized under the authority of Redmond Municipal Code 12.08.

Vendors shall only be allowed to enter into the Redmond Shared Micromobility Permit Contract if the vendor completes an application and is selected by the City of Redmond Public Works Director or designee.

### A. Public Safety, Education & Access

#### A1. Bicycle Quality Standards

All bicycles shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#).

Additionally, permitted bicycle fleets shall meet the safety standards outlined in the International Organization of Standardization, [ISO 43.150 – Cycles, subsection 4210](#).

#### A2. Electric Bicycle Standards

Any electric bicycles used in this program must be classified as a Class 1 or Class 2 electric-assisted bicycle as defined by [RCW 46.04.169](#), and shall be subject to the same requirements as ordinary bicycles described in Requirement A1. Electric-assisted bicycle shall cease to provide motorized assistance when the bicycle reaches or exceeds 15 miles per hour.

#### A3. Electric Scooter Standards

Any electric scooters used in this program shall meet the definition of a “motorized foot scooter” per RCW 46.04 as that definition exists now or may be modified by the State. Should the definition of a “motorized foot scooter” change, only those scooters in compliance with the new definition shall be allowed to operate within the City. Further, only an electric motor is allowed to power the vehicle. The scooter shall cease to provide motorized assistance when the scooter reaches or exceeds 15 miles per hour.

#### **A4. Lighting**

All bicycles and scooters shall meet the requirements for lights during hours of darkness, described in [RCW 46.61.780](#). In addition, a rear red light is required on all bicycles and scooters.

#### **A5. Appearance**

Each Vendor is required to have a uniform visual identification for the bicycles/scooters within the Vendor's fleet by using similar color, name, and logo.

#### **A6. Advertising**

There shall be no advertising on the bicycle or scooter itself beyond the identification of the Vendor during this program without prior approval from the program manager.

#### **A7. Bicycle or Scooter Information**

All bicycles or scooters used under this permit shall always have the following visible to the user on the vehicle:

1. A unique alphanumeric identifier
2. Operator name and customer support contact information, including telephone and website
3. Notification that the user shall yield to pedestrians

In addition, further information may be required to be displayed per Washington State law.

#### **A8. User Education**

All Vendors shall have conspicuous notices on the mobile application, which may include a link to a City website, that notify users of the following before they are allowed to begin riding:

1. Bicycles/scooters must be parked appropriately, most importantly keeping at least five feet of sidewalk clear, to avoid blocking pedestrian and wheelchair access
2. There is an optional training mode with a 7 mile-per-hour maximum scooter assist speed for the first two trips in the United States to help the user learn how to operate the vehicle
3. Bicycles/scooters may operate at up to 15 miles per hour electric assisted speed in roadways, bicycle lanes, and on trails
4. Helmets are recommended for safety.
5. It is the users' responsibility to follow all applicable traffic laws
6. It is the users' responsibility to follow respective City, County, or State trail rules
7. It is the users' responsibility to know and follow rules for how to properly park and store the bicycle or scooter during and after rides consistent with Section C, and including the graphic in Section C.

8. Report maintenance issues through the mobile application or by Vendor phone number on the bicycle or scooter

#### **A9. Education and Operational Responsibility**

The Vendor agrees that the City of Redmond is not responsible for educating users regarding laws, nor is the City responsible for educating users on how to ride or operate a bicycle or scooter. It is Vendor's exclusive obligation to comply with all local, state, and federal laws pertaining to the operation of their bicycle and/or share program and to take all necessary steps to ensure their users comply with applicable local, state, and federal law. Vendor agrees to educate users regarding laws applicable to riding and operating a bicycle or scooter in the City of Redmond and King County, how to properly park and store the bicycle or scooter during and after rides, and to instruct users to comply with applicable laws.

#### **A10. Pricing and Fees**

Before the rider rents a device, the Vendor shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the device.

#### **A11. Reduced Fares**

The Vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for one or more of the following programs shall be eligible for the Vendor's reduced-fare program element:

1. the ORCA Lift reduced-fare program;
2. Washington Apple Health;
3. Washington Basic Food program;
4. Washington State Food Assistant program

Vendor shall provide specific details regarding the reduced-fare program, how individuals can qualify, and how the reduced fare is applied to their ride.

#### **A12. Non-Smartphone Rental**

The vendor shall establish at least one method by which a rider who has no smartphone, bank account, or credit card can rent a device.

#### **A13. City Access to Vendor Mobile Application**

Vendor agrees to provide the City of Redmond with one free standard user account to enable the City to view what a customer views and any applicability to permit compliance.

#### **A14. Good Working Order**

Vendor shall maintain each deployed bicycle or scooter (see F4 for definition) in a good working order meaning that it has all components, and they are functioning properly. See B4 regarding any bicycle or scooter that is not in good working order.

#### **A15. Vendor Infrastructure**

Vendor shall not install a fixed object infrastructure such as a station, dock, or electric charging infrastructure in right-of-way unless the Vendor has first obtained separate right-of-way use permit(s) for installing and using the fixed object. The Vendor shall consult with the Program Manager regarding the proposed fixed object before applying for the permit.

#### **A16. Non-Permitted Removal**

Redmond may take actions necessary under Redmond Municipal Code Title 12 to ensure any bicycles, scooters, or infrastructure that are not permitted are removed from right-of-way.

### **B. Communication and Response**

#### **B1. Public Contact**

The Vendor shall provide ways for users or passersby to easily report a parking, safety, or maintenance issue, or ask questions via a telephone number and via the app on each bicycle / scooter. The reporter will reach a live person on the telephone or be able to leave a message and receive a specific response within one hour if reported between 6:00 am and 9:00 pm, otherwise by 7:00 am the following day.

#### **B2. City Contact**

The City shall have direct contact information (phone and email) to the vendor's manager for Redmond, policy development staffperson, Redmond fleet operations manager, and data collection / reporting staffperson. The City shall be able to call and receive a response back within one hour during normal business hours. For all other hours, the City shall receive a call back from a local employee by 8:00am.

#### **B3. Parking Response Time**

Any bicycle or scooter that is parked incorrectly, as defined in section C, shall be re-parked properly, or removed by the Vendor as quickly as possible and no greater than the following:

- Within two hours if notice received between 6:00 am and 9:00 pm, otherwise by 8:00 am the following day
- Bicycles or scooters that are an immediate hazard shall be moved by the Vendor as soon as possible and within a maximum of 1-hour

A bicycle or scooter that is parked incorrectly that is not removed per the time period above may be relocated or impounded by the City at Vendor's expense.

#### B4. Damaged Condition

Any inoperable, damaged, disabled, vandalized or unsafe bicycle or scooter shall be locked and not available for rental. It shall be removed from public access by the Vendor based on the following response times and shall be repaired before redeploying into service:

- Within four hours if received notice between 6:00am and 7:00pm and bicycle or scooter is locked, otherwise by 8:00am the following day

A bicycle or scooter that is unlocked or potentially unlocked and could be an immediate hazard if mistakenly used shall be removed by the vendor as soon as possible or may be impounded by the City at Vendor's expense.

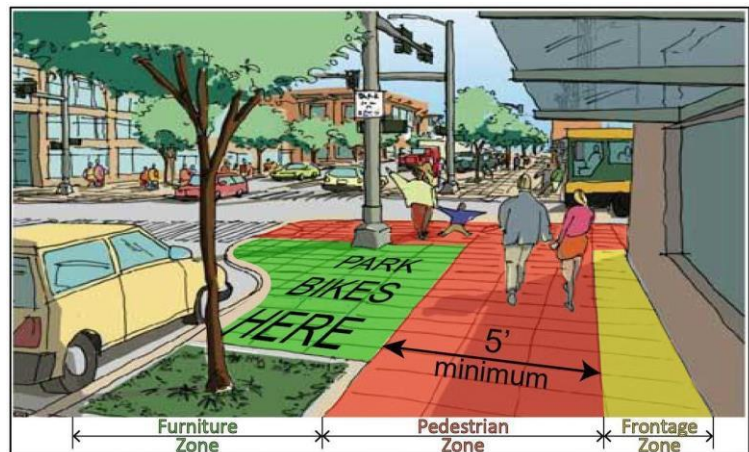
#### C. Parking

##### C1. Where to Park

The Vendor shall implement preferred parking pins and mandatory parking zones in the app that show riders where to park when they reach their destination, which would reduce the number of improperly parked vehicles and encourage good parking behavior over time. The Vendor shall send communications to riders via in-app messaging and email to inform them of the parking pin system to set riders' expectations.

Bicycles and scooters shall be parked in any of the following locations:

1. at a bicycle rack
2. in the furniture zone (green) as shown in the graphic to the right
3. in zones specifically marked for bicycle and/or scooter share parking via marks on the ground and/or via information in the app
4. in areas designated as a parking area by the City under C5



##### C2. Where NOT to Park

Bicycles and scooters shall not be parked:

1. in a vehicle lane, bicycle travel lane, or trail
2. within the pedestrian clear zone of a sidewalk which is generally 6 feet clear in urban areas and 5 feet clear in residential neighborhoods (see Redmond Standard Detail DG12)
3. in sidewalk café seating areas

4. in a manner blocking Americans with Disability Act (ADA) access such as an ADA parking stall, ramp, ADA clear path, accessible pedestrian signal (APS) buttons, or other ADA facilities
5. blocking use of fire hydrants, fire protection systems, benches, parking pay stations, bus stops and shelters, transit information signs, crosswalks, doorways, entryways, or driveways
6. at King County Metro-owned or Sound Transit-owned facilities, unless otherwise designated by agreement with King County Metro or Sound Transit
7. in City of Redmond parks
8. in areas deemed to be unsafe as determined by the City of Redmond
9. in areas designated by the City as bicycle share no-parking areas under C5
10. on any private property unless such property owner has granted the operator permission to locate bicycles or scooters upon their private property

### **C3. How to Park**

Bicycles and scooters are to be parked upright and stable, on paved or other hard surfaces where they will not fall over, and if they were to fall, they will not fall into the pedestrian walk zone, a traffic lane, or into private property such as a vehicle or structure so as to cause damage or inaccessibility or cause any immediate hazard.

### **C4. Trip End Photograph**

- a. The Vendor shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Vendor shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked
- b. This shall not be required for users that access their rental without using a smartphone

### **C5. Non-Right-of-Way Parking**

This permit is only valid for operations within the City right-of-way and applies to all bicycle or scooter share vehicles that may enter Redmond right-of-way. Other land within the City may have bicycle and/or scooter share controls; for example, parks, off-street parking lots/garages, or campuses. Use of non-right of way land for bicycle and/or scooter share shall require appropriate approval from the appropriate department, agency, or property owner and shall be communicated to the users through the mobile and web application. Bicycle or scooter share vehicles that are not parked on the right of way or authorized through another agreement with a public or private entity shall be removed by the vendor. If a complaint is received between the hours of 6AM and 6PM the bicycle or scooter shall be removed within 4 hours, otherwise by 10AM the next day.

Bicycle or scooter share vehicle use which is authorized by other public or private entities may circulate freely into and out of Redmond right-of-way. However, if the bicycle or scooter is parked on Redmond right-of-way without an active rental in place then the vendor is required to have an approved bicycle share permit with the City of Redmond.

#### **C6. Creating Parking/No-Parking Areas**

The City retains the right to designate, at any time, geo-fenced areas where bicycles and/or scooters shall be parked or shall not be parked; and mark bicycle and/or scooter share parking areas and charge Vendor for the time and materials in rough proportionality to the Vendor's bicycle and/or scooter share impact. The Vendor will notify the user and incentivize parking, or not parking, where designated.

#### **C7. Parking Duration**

Any bicycle or scooter that is parked in one location for more than three consecutive days without moving is to be removed or moved to a location of high use. If the vendor does not move the bicycle or scooter within the required timeframe, then the City may choose to impound the bicycle or scooter at the vendors expense.

#### **C8. Vendor Parking Patrol**

If the vendor rebalances or otherwise places bicycles and or scooters in either of Redmond's urban centers (Downtown or Overlake), then Vendor shall hire personnel to walk the urban center(s) on a daily basis to relocate improperly parked scooters in the associated urban center.

#### **C9. Event Parking**

The vendor shall support event operations, as determined by the City, including providing resources necessary to remove bicycles and/or scooters from one or more areas and implementing geofences that restrict or eliminate the ability to ride and/or park bicycles and/or scooters in one or more area. The City shall define the duration of the event and provide a minimum of three days advance notice.

#### **C10. Snow**

Vendor shall turn off ability to rent bicycles and/or scooters during winter weather emergencies.

#### **C11. Irretrievable Bicycles/Scooters**

If hazard or lack of legal access prevent a Vendor from responding within the times required, the Vendor shall:

1. remove the bicycle/scooter at the next reasonable opportunity



2. bear the removal costs, including reimbursement for City costs, if the City elects to remove the bicycle/scooter; and
3. disclose the irretrievable device to the Program Manager if the Vendor cannot safely and legally remove the device

## **D. Operations**

### **D1. Geofencing**

The vendor shall demonstrate the ability to geofence prior to permit issuance. Geofencing shall be used to meet permit conditions such as restricted parking areas, speed zones, etc.

### **D2. Initial Speed**

A user may choose to use Training Mode for the first two trips a user takes on any vendor system shall have maximum electric assist speed of seven miles per hour.

### **D3. No Operation Areas (Parks)**

Bicycles/scooters shall not be placed, parked, operated, ridden, or otherwise used in City of Redmond parks property. This may be extended to cover private properties or other public properties.

## **E. Quantities**

### **E1. Maximum Quantity**

A maximum of 400 bicycles and/or scooters shall be deployed between all Vendors in the Redmond bicycle and scooter program, as determined by the City of Redmond, distributed to each Vendor. The City may redistribute the maximum quantity of bicycles and/or scooters deployed to any vendor at any time. Reasons may include a vendor is not utilizing their equal share allotment, has been penalized per F5, etc. City will inform existing Vendors a minimum seven days in advance if a new vendor will begin operation and will therefore see a reduction in the maximum allowable bicycles and/or scooters.

### **E2. Seasonal Reduction**

From November 1 to March 1, the Director or designee may require the reduction of the number of vehicles (any vehicle allowed under Section A) in the fleet by up to 50 percent of the March 2 to October 31 average number of vehicles in the fleet.

### **E3. Subarea Zones**

The City reserves the right to create subarea zones with minimum and maximum bicycle and/or scooter quantities to which Vendors must adhere through rebalancing as described in section E. The City will provide a minimum of 30 days' notice prior to requiring compliance.

#### **E4. Deployed Bicycle or Scooter Definition**

A deployed bicycle or scooter is any bicycle or scooter that has been deployed for use in Redmond right of way and has not been removed from and/or stored outside of Redmond right of way by the Vendor or an affiliate. A bicycle or scooter that is in transit for rebalancing into Redmond right of way is a deployed bicycle or scooter. A bicycle or scooter that cannot be unlocked, but is accessible to the public, is deployed. A bicycle or scooter parked on private property with which the vendor has an agreement to operate in is not deployed.

#### **E5. Violation**

If a Vendor violates any requirement, the City may propose, and the Vendor may accept, an alternative sanction instead of permit revocation. The alternative sanction may include a temporary, indefinite, or conditional reduction of the Vendor's maximum fleet size.

### **F. Rebalancing**

#### **F1. Purpose**

All vendors shall rebalance bicycles and/or scooters, removing and moving bicycles and/or scooters as necessary to minimize clutter, maximize use and availability, and meet parking duration requirements.

#### **F2. Automatic Triggers**

The City requires rebalancing triggers based on measures such as bicycle and/or scooter quantity minimums and maximums (citywide or zonal), parking clutter, or public demand or need for bicycle or scooter share. The City requires that rebalancing take place more frequently outside of the Downtown Redmond neighborhood to better distribute vehicles to appropriate parking areas in the neighborhoods outside of the Downtown Redmond core.

#### **F3. Time of Response**

Any rebalancing request submitted to the Vendor by the City or by a citizen shall result in a rebalancing effort within 24 hours.

### **G. Performance Measures**

#### **G1. Monitoring**

Vendors shall provide the City monthly reports in an Excel spreadsheet. Reports should distinguish the following data points by vehicle type, with separate data reported for bikes and scooters. Monthly data reports shall include:

1. Map of the City of Redmond showing amount of use by roadway/transportation facility
2. Total number of vehicles deployed per month
3. Total number of riders per month
4. Total miles traveled per month
5. Average riders per day
6. Average completed trips per day
7. Average trip length per month, in time (minutes) and distance (miles)
8. Kilograms (kg) of carbon dioxide (CO<sub>2</sub>) reduced per month
9. Number of customer service issues received per month
10. Average time to resolve a customer service issue
11. Customer service issue type, including retrieval, improper parking, user suggestion or request, an obstruction immediately corrected by the Vendor, or other issue as needed

Vendor shall provide mobility data specification and general bikeshare feed specification feeds to the City and/or third parties it contracts with for data aggregation services.

Data will be used to monitor the success of the program and compliance with the permit.

Data provided to the City shall not include a unique user identification reference number to reduce potential for personally identifiable information regarding users and shall comply with all applicable privacy laws. The vendor shall disclose to each rider at least once the types of data it collects and what it reports to others.

Any data provided to the City shall be subject to the Public Records Act, Chapter 42.56 RCW. The City may hire a third party to audit Vendor compliance and/or to monitor data.

### **G2. Safety Reports:**

Vendor shall provide safety summary reports monthly related to available crash or accident data, including self-reported and formal police/EMS reported, and shall notify the City in a reasonably immediate manner when Vendor receives a report of a crash or accident, including the severity of crash (e.g., minor, moderate, and severe) as determined by a crash reporting authority. Both City staff and Vendor will notify each other within a reasonably immediate manner when either receives a report of a formal police/EMS-reported incident. Vendor may make such reports in the monthly reports.

### G3. Compliance Measures:

The City may choose to evaluate compliance on an as needed basis, which may include:

1. Community Service Compliance:
  - a. Number of contacts or complaints/bicycle or scooter, -/mile, -/ride
  - b. #[each] contact or complaint type/bicycle or scooter, -/mile, -/ride
  - c. #[each]condition/bicycle or scooter
  - d. Percentage of responses over maximum response time
  - e. Percentage of failures to respond
2. Community Service – Quality Control:
  - a. The City may review Vendor compliance with permit requirements.
3. Quantity Compliance:
  - a. Number of bicycles and/or scooter deployed
  - b. Percentage over bicycles allowed in City or subarea
  - c. Percentage under bicycle minimum in City or subarea
4. Quantity – Quality Control:
  - a. The City may do spot-check counts based on daily Bicycle Quantity & Use data at the exact time of a daily snapshot
  - b. Percent of inaccuracy (actual/reported) per a sample size
5. Equity
  - a. The City may establish low-income geographic areas to be monitored for the availability and use of bicycles and/or scooters
  - b. Upon evaluation, the public survey will include determining access to bicycle/scooter share issues for low-income neighborhoods, users, and families

### G4. Survey

The City may require the vendor to issue one survey to users to evaluate the program. In addition, the City may issue its own separate surveys to the public regarding the program.

## H. Permit Fees and City Reimbursement

### H1. Application Fee

Per Resolution No. 1515, Ordinance No. 2962, Vendors shall pay the bicycle and scooter share permit application fee to apply for consideration to operate under the terms of the bicycle and scooter share program. This fee represents reasonable staff time and is a fixed, non-refundable fee.

## H2. Evaluation and Operation Fee

Per Resolution No. 1515, Ordinance No. 2962, Vendors shall pay the bicycle and scooter share permit evaluation and operation fee prior to launching operations. This fixed, non-refundable fee covers City costs per vendor associated with program evaluation, review, auditing, and operations such as installation of designated bicycle and/or scooter parking.

Vendors shall pay the City a fee per each vehicle deployed, and a fee per each trip taken. A summary of the fee structure is as follows, including all one-time and ongoing fees:

| <b>Fee Category</b>                 | <b>Fee Type</b>            | <b>Vendor Fee to be paid to City</b>                     |
|-------------------------------------|----------------------------|--|
| Permit application fee              | Annually                   | \$591.81   |
| Permit evaluation and operation fee | Annually                   | \$6,119.99   |
| City crew response fee              | Hourly                     | \$172.50 per hour of City crew response time (if needed) |
| Per-vehicle fee                     | Paid quarterly (pro-rated) | \$50 per deployed vehicle                                |
| Per-trip fee                        | Paid quarterly (pro-rated) | \$0.15 per each trip taken                               |

Note: City crew would be likely to respond in an immediate safety emergency or if Vendor crew are unable to respond to a customer service issue within the required time.

Fees may increase annually in order to cover the City's cost of providing the service, provided, that the increase shall not exceed the most recently published Consumer Price Index – Wage Earners and Clerical workers for the Seattle-Tacoma area, as published by the U.S. Department of Labor – Bureau of Labor Statistics.

## H3. Performance Bond

All permitted operators shall have a surety bond of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property, maintenance, and staff costs that may be incurred, moving, storing, rebalancing, or impounding bicycles and/or scooters improperly parked. The City shall contact the vendor in advance of accessing the funds, and provide rationale, and will provide an opportunity for the vendor to comment prior to the City determining whether to access the funds. If a company's permit is terminated, then the bond may be utilized for any fees still owed under this section, City bicycle and scooter share response hourly rate, and any additional staff time necessary to remove, impound, and/or dispose of the bicycle or scooter share vehicles and return the public right-of-way to its original condition.

## H4. Reimbursement

Any costs of addressing or abating any violations of these requirements, or any costs

of repair or maintenance of public property by the City shall be billed to the Vendor per the bicycle and scooter share city crew response hourly rate. Upon presenting written notice of City costs to the Vendor, the Vendor shall reimburse the City for such costs within 30 days. Reimbursements not received within this timeframe are grounds for revocation and can be deducted from the bond.

## I. Permit Administration

### I1. Revocation

The City reserves the right to revoke a permit at any time per the terms of Redmond Municipal Code 12.08.065 and requires that the entire fleet of bicycles and scooters be removed from the City's streets. The decommissioning shall be completed within 30 days unless a different duration is determined by the City.

### I2. Disposal

The Vendor authorizes the City to dispose of any bicycle(s) or scooter(s) impounded by the City for 70 or more calendar days and waives all claims and damages. This timeframe shall be reduced to 30 days if the permit is revoked per H1. Vendor agrees that moving a bicycle or scooter to a City location is deemed notice of impoundment and is presumed by both parties to be identified at a City location by the Vendor's Global Positioning System.

### I3. Liability Insurance

The Company shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees, or subcontractors. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City prior to execution of this Agreement. The cost of such insurance shall be paid by the Company, which may pass on such costs in its discretion. Insurance shall meet the following limits and shall be maintained for the Term and so long as Company has equipment in Redmond right of way.

#### a. Minimum Insurance

1. Commercial general liability insurance, written on an occurrence basis, with limits:
  - a. \$2,000,000.00 for bodily injury or death and, for property damage resulting from any one accident
  - b. \$2,000,000.00 for products and completed operations
  - c. \$5,000,000 general aggregate for bodily injury and property damage.
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$2,000,000.00 for each accident
3. Worker's compensation within statutory limits and employer's liability insurance with

limits of \$1,000,000.00.

4. Excess umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate. Company may use any combination of primary and excess to meet required total limits

*b. Other Provisions.*

Commercial General Liability and the Umbrella Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as primary non-contributory additional insureds. A blanket insurance additional insured endorsement is acceptable
2. State the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts
3. Provide that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance
4. That Company's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City
5. Company shall provide the City thirty (30) days' written notice of cancellation or nonrenewal of any required insurance that is not replaced

*c. Acceptability of Insurers*

Insurance shall be placed with insurers with a rating of *A.M. Best & Company's Key Rating Guide* of A Overall and a Financial Size Category of "XI."

*d. Verification of Coverage*

Company shall furnish the City with certificates of insurance and a copy of the additional insured endorsement or blanket additional insured endorsement required by this Agreement. The certificates and endorsement are to be received and approved by the City before work commences.

*e. Subcontractors*

Company shall require subcontractors while working hereunder to provide coverage limits for commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, \$1,000,000 for automobile liability, and workers' compensation in accordance with statutory minimums or agree to be responsible for the acts of

Company subcontractors to the extent required by law of agency, wherein the subcontractor is acting in service of the Contractor at the Contractor's direction.

*f. Self-Insurance.*

As of the effective date of this Agreement and the use granted herein, Company is not self-insured for any coverage other than worker's compensation. Should Company wish to become self-insured for any other coverage at the levels outlined in this Agreement at a later date, Company must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Company shall comply with the following: (i) Company or its parent company shall maintain throughout the term of this Agreement a net worth of at least \$250,000,000; (ii) Company shall provide the City, upon written request, a letter outlining the current equity balance of Company; (iii) Company is responsible for all payments within the self-insured retention; and (iv) Company assumes all defense and indemnity obligations as outlined in H4 of this Agreement.

**14. Indemnification**

Vendor, and its successors, heirs, and assigns shall forever indemnify, defend and hold the City, its officers, officials, agents and employees harmless from any and all claims, causes of action, suits, judgments, demands, losses, expenses, liens, charges and liabilities of any description (including attorney's fees and costs incurred by the City in connection therewith) brought by third parties including but not limited to for injury, sickness, actual or alleged bodily injury including death or actual or alleged damage to, loss of, or destruction of property arising, directly or indirectly, from any act or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable for,. To the extent necessary to fulfill this obligation, the Vendor expressly agrees that the indemnity obligations of this paragraph shall apply to claims brought against the City, its officers, agents, and employees, by employees of the Vendor, notwithstanding any immunity provisions of the worker's compensation or industrial insurance statutes of the State of Washington. The indemnity obligations of this paragraph shall survive termination or expiration of this permit for any act, error, or omission of the Vendor occurring prior to such termination or expiration. The Vendor shall be responsible to secure and provide proof of all necessary permits prior to starting any use, construction or improvements in the right-of-way as authorized by this permit. Nothing contained in this permit shall be deemed to waive the requirements of the various local, state, or federal codes, regulations, resolutions, and statutes regarding Agreements, fees to be paid, or manner of construction, operation, or maintenance. Vendor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage to the extent caused by the negligence or willfully



misconduct of the City, its officers, employees, elected officials, agents, or subcontractors.

If a claim is made or filed against the Vendor, the City will provide notice to the Vendor of the claim in writing, and the Vendor will have sole control over and will defend, compromise, or settle the claim at its sole expense. Notwithstanding the foregoing, the Vendor may not settle any claim, suit, or action without the prior written consent of the City, which shall not unreasonably be withheld.

The Vendor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Vendor or the Vendor's successors, heirs, or assigns to use or occupy the public right-of-way. Consistent with section H1, upon 30-days' notice mailed to the Vendor by first-class mail or published in the City's official newspaper, the City may revoke the permission to use or occupy the public right-of-way.

#### **15. Severability**

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

#### **16. City Business License**

Vendor agrees to obtain and maintain an active City of Redmond, Washington business license during the entire period the Vendor operates.

#### **17. Revised Terms**

During the Program, the City of Redmond shall not enter into any bicycle and scooter share program permit contracts, or modify any existing contract that have the effect of establishing rights or otherwise benefiting such new vendors in a manner more favorable in any material respect to the bicycle and scooter share program than the rights and benefits established in favor of the existing permit holder/s, unless, in any such case, the existing permit holders have been offered with the same such rights and benefits.

#### **18. Permit Duration and Renewal**

This micromobility permit with the Vendor shall begin on January 1, 2025 and shall end on December 31, 2026. No Vendor is authorized to operate bicycles or scooters beyond the end of the program and shall need to reapply to the City of Redmond for any future bicycle or scooter program. The Vendor is not part of the bicycle and scooter share program after the end date of the contract and all bicycles and scooters shall be removed within 30 days or as otherwise directed by the Public Works Director.

The City reserves the right to renew this permit for one two-year term upon serving notice to the Vendor within 30 calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original permit remain in full force and effect. Such a renewal will be accomplished through a separate permit with reference to the original permit. Permit application, evaluation, and operation fees would be required with the permit renewal. The Public Works Director or their designee is authorized to exercise this renewal option.