

Bike Share Pilot Program Permit Conditions

A. Public Safety & Education

A1. Bike 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](#). Permittees must provide documentation that vehicles meet these requirements.

A2. Other Bike Types: Any electric bicycles used in this pilot program must be classified as a Class 1 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. No scooters are allowed in the bike share fleets during the pilot.

A3. Lighting: All bicycles shall meet the requirements for lights during hours of darkness, described in [RCW 46.61.780](#).

A4. Bike Appearance: Each permittee is to have visually identifiable bikes by using similar color, name & logo.

A5. Advertising: There shall be no advertising on the bike itself beyond the identifications of the permittee during this pilot program.

A6. Bike ID: All bikes shall have an identification plate hanging from the seat or fender, or other locations where it can be conspicuously seen from the back, each with unique alphanumeric characters visible with letter height of 1.5 inches minimum.

A7. User Education: All permittees shall have conspicuous notices on the app that notify users of the following:

1. It is the users' responsibility to follow applicable helmet laws.
2. It is the users' responsibility to follow applicable traffic laws.
3. If riding on the sidewalk or multiuse path, bicyclists shall yield to pedestrians.
4. On City or County trails, it is the users' responsibility to follow respective Trail Rules.
5. It is the users' responsibility to know and follow bike parking requirements.
6. Injury or property damage collisions are to be reported to police.
7. It is the users' responsibility to report maintenance issues through the app or by permittee phone number on the bike.

A8. Education Responsibility: The permittee agrees that the City of Redmond is not responsible for educating users regarding helmet requirements and other laws. Neither is the City responsible for educating users on how to ride or operate a bicycle. Permittees agree to educate users regarding laws applicable to riding and operating a bicycle in the City of Redmond and King County and to instruct users to comply with applicable laws.

B. Communication and Response

B1. Public Contact: All permittees shall provide ways for users or passersby to easily report a parking, safety, or maintenance issue, or ask questions via a phone number and via the app. The reporter will

receive an immediate acknowledgment that the notice was received, and 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 a local employee of the permittee from 6:00am-9:00 pm, and when unavailable, shall receive a call or email back from a local employee within one hour. For all other hours, a way to leave a message, and receive a call or email back from a local employee by 7:00 am the following day.

B3. Parking Response Time: Any bicycle that is parked incorrectly, as defined in section C, shall be re-parked properly or removed by the permittee as follows:

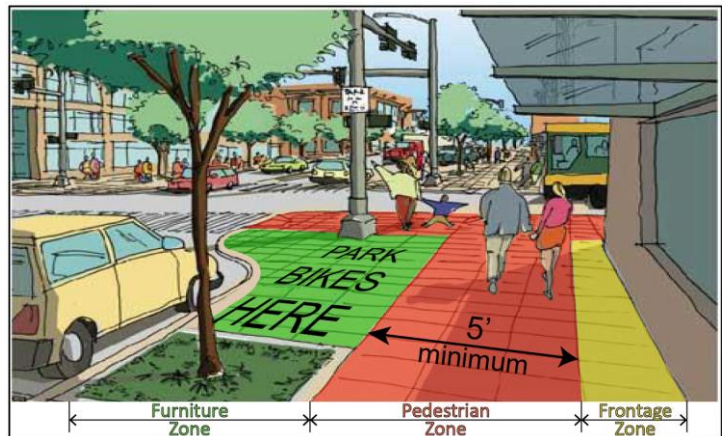
- Within two hours if notice received between 6:00 am and 9:00 pm, otherwise by 7:00 am the following day.
- Bicycles that are an immediate hazard shall be moved by the permittee as soon as possible and no longer than one-hour, and may be relocated or impounded by the City at permittee's expense.

B4. Damaged Condition: Any inoperable, damaged, disabled, vandalized or unsafe bicycle shall remain locked and be removed from public access by the permittee based on the response times provided in B3, and shall be repaired before redeploying the bicycle into service.

C. Bike Parking

C1. Where to Park:

1. Bicycles shall be parked
 - a. at a bike rack,
 - b. in the furniture zone (green) as shown in the drawing,
 - c. in zones specifically marked for bike share parking via marks on the ground or via information in the app,
 - d. in areas designated as a parking area by the City under C5.



C2. Where NOT to Park:

1. Bicycles shall not be parked
 - a. in a vehicle or bicycle travel lane,
 - b. within the 5-foot pedestrian walk zone of a sidewalk,
 - c. in sidewalk café seating areas,
 - d. on or blocking ADA access such as an ADA parking stall, ramp, benches, parking pay stations, bus stops and shelters, transit information signs, crosswalk or crosswalk signal button, doorways, entryways, or driveways,
 - e. on King County Metro-owned or Sound Transit-owned property, unless otherwise designated by agreement,
 - f. in areas designated by the City as bike share no-parking areas under C5.

C3. How to Park: Bicycles are to be parked upright and stable, on firm ground 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. Non-Right-of-Way Parking: This permit is only valid for operations within the City right-of-way and applies to all bike share bikes that may enter the right-of-way. Other property within the City may have bike share regulations; for example, locations within parks, publicly-accessible plazas, off-street parking lots/garages, or campuses. Use of such property for bike share shall require coordination with the appropriate department, agency, or property owner and shall be communicated to the users through signage approved by the respective entity and through the mobile and web application.

C5. Creating Parking/No-Parking Areas: The City retains the right to designate, at any time, geo-fenced areas where bicycles shall be parked or shall not be parked; and mark bike share parking areas and charge permittee for the time and materials in rough proportionality to the permittee’s bike share impact. The permittee will notify the user and incentivize parking, or not parking, where designated.

C6. Parking Duration: Any stagnant bike share bicycle that is parked in one location for more than seven consecutive days without moving is to be removed or moved to a location of high bike share use.

D. Bike Quantities

D1. Minimum Quantity: All permittees shall prove they have a minimum inventory of 200 bikes for Redmond and access to the additional phased-in inventory, with a minimum e-bike fleet of 10 percent of the total fleet in Redmond.

D2. Maximum Quantity: Each permittee shall have a maximum deployed fleet size in Redmond. The total initial fleet size of bike-share bikes in Redmond will not exceed 400 bikes. The maximum total fleet size in Redmond during the pilot will not exceed 800 bikes. This initial maximum will be divided equally among permittees. Increases in fleet size will be phased in in increments of 50 bikes/permittee. For example, the bikes/permittee shall be phased in as shown in the table below.

Phase	bikes/permittee
Phase 1	200
Phase 2	250
Phase 3	300
Phase 4	350
Phase 5	400

D3. Phase Timing: Moving to the next phase, or rolling back a phase will be at the discretion of the Public Works Director based on permit compliance measures under F5. Each permittee can be in a different phase depending on their permit compliance. No permittee has a right to move to the next phase without receiving Director approval.

D4. Seasonal Reduction: From November 1 to March 1, the Director may require the reduction of fleet maximums to 75 percent of the existing fleet maximums.

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D5. Subarea Zones: The City reserves the right to create subarea zones with minimum and maximum bike quantities to which permittees must adhere through rebalancing as described in section E.

D6. Deployed Bikes Definition: A deployed bike is any bike that has been deployed for use and has not been removed and stored by the permittee or an affiliate. A bike that is in transit for rebalancing is a deployed bike. A bike that cannot be unlocked, but is accessible to the public, is deployed. A bike on private land that has not been retrieved and stored by the permittee or an affiliate is deployed.

E. Bike Rebalancing

E1. Purpose: All permittees shall rebalance bicycles, removing and moving bikes as necessary to minimize clutter, maximize use and availability, and meet bike-quantity and stagnant-bike requirements.

E2. Automatic Triggers: The City may create rebalancing triggers that require rebalancing based on measures such as bike quantity minimums and maximums (citywide or zonal), parking clutter, or public demand or need for bike share.

E3. Time of Response: Any request by the City to rebalance shall occur within 12 hours.

F. Performance Measures:

F1. Monitoring: Permittees shall provide the City with real-time information on the fleet within city boundaries as necessary for the City to monitor the success of the program and compliance with the permit. Data provided to the City shall not include any data with personally identifiable information regarding users and shall comply with all applicable privacy laws. 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 permittee compliance.

F2. Safety Reports: Any reports to permittees of crashes involving injury, or any other safety issue involving city infrastructure should be reported to the City within 24 hours, and to the police, if appropriate.

1. Data provided should include location, age, level of injury, and if it was reported to police.
2. Other safety reports should specify the safety issue and the location.

F3. Community Service Data: The following data -- specific to bikes in Redmond -- will be provided as necessary (initially weekly) to the City:

1. Number of contacts received and category (safety, broken, improper location, improperly parked, vandalized, other).
2. Response time for solving the problem identified in each contact.

F4. Bike Quantity & Use: Each permittee shall provide snapshots of all deployed bikes in Redmond as requested (initially daily).

1. Snapshot: All bikes, locations, status, rides taken, miles ridden
 - a. status: available, in-use, broken, improperly parked, other
2. Weekly summary totals, and monthly summary totals

F5. Compliance Measures: The following measures will be calculated and monitored on an as needed basis (initially average weekly).

1. Community Service Compliance:

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- a. #contacts/bike, -/mile, -/ride
 - b. #[each] contact-type/bike, -/mile, -/ride
 - c. #[each]condition/bike
 - d. Percentage of responses over maximum response time
 - e. Percentage of failures to respond
2. Community Service - Quality Control:
 - a. The City may do spot-check inspections based on complaints to verify response and response time.
 3. Quantity Compliance:
 - a. Number of bikes, rides/bike, miles/bike,
 - b. Percentage over bikes allowed in City or subarea
 - c. Percentage under bike minimum in City or subarea
 4. Quantity - Quality Control:
 - a. The City may do spot-check counts based on daily Bike 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 will monitor the availability and use of bikes in low-income areas.
 - b. Upon pilot evaluation, the public survey will include determining access to bike share issues for low-income neighborhoods, users, and families.

F6. Future Data: The City of Redmond reserves the right to

- ask for this data at a specific time of day, or more than one time per day, or reduce the frequency,
- set standards based on the data results,
- modify the standards or standard formulas to better meet community expectation,
- firmly define these terms for consistent reporting between companies, and
- require companies to adjust their app for easier and consistent user reporting.

G. Permit Fees and City Reimbursement

G1. Application Fee: Applicants shall pay the miscellaneous right-of-way use permit fee for the bike share pilot program. This fee represents one-hour of staff time, plus the number of staff hours necessary to complete the permit. It is estimated that permit review will take 6-12 additional hours per permit.

G2. Processing, Review, Inspection Fees: Once the permittees deploy bike-share bikes, it is expected that city staff will spend no less than 3 hours/month/permittee processing and reviewing data (36 hours for the pilot year), with no less than three field inspections during the pilot period at 3 hours/inspection/permittee (9 hours for the pilot year), for a total of 45 hours/permittee. These fees to cover the 45 hours will be charged in advance of granting the permit. Any additional staff time needed for processing, review, or inspection will be billed at the end of the pilot program.

G3. 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 repair and maintenance costs that may be incurred, moving, storing, rebalancing, or impounding bicycles improperly parked. If a company's permit is terminated, then the bond may be utilized for any fees still owed under this section, and any additional staff time necessary to remove bicycles and return the public right-of-way to its original condition.

G4. Reimbursement: Any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property by the City shall be billed to the permittee, and upon presenting written notice of City costs to the permittee, the permittee 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.

G5. City Charges: Any fees arising for City staff (including police) to take any action previously noted with the bicycles, and not already accounted for in permit fees, shall equal the City staff's hourly rate for the department involved.

H. Permit Administration

H1. Revocation: The City reserves the right to revoke a permit at any time and requires that the entire fleet of bicycles be removed from the City's streets. The decommissioning shall be completed within 30 days unless a different time period is determined by the City.

H2. Liability Insurance: Applicant shall secure and maintain the following liability insurance policies ensuring both the Applicant and the City against claims for injuries to persons, death or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted in this right-of-way use permit:

- A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
 - 1. \$2,000,000.00 for bodily injury or death to each person;
 - 2. \$2,000,000.00 for property damage resulting from any one accident; and
 - 3. \$2,000,000.00 for all other types of liability;
- B. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and
- C. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.00;
- D. The liability insurance policies required by this section shall be maintained by the Applicant throughout the term of the right-of-way use permit and such other period of time during which the Applicant is operating without an Extended right-of-way use permit. Failure to maintain such insurance shall be grounds for cancellation. The Applicant shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any operation, work or installation pursuant to said right-of-way use permit. Any deductibles or self-insured retentions

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must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Applicant. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Applicant's insurance shall be primary insurance as respects the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of the Applicant's insurance and shall not contribute with it;

- E. In addition to the coverage requirements set forth in this section, each such insurance certificate shall contain endorsement which provides as follows:

Should any of the required policies be canceled or reduced as to coverage before the expiration date thereof, the issuing company will mail 60 days' written notice to the certificate holder, the City of Redmond, an additional insured.

- F. Within 30 days after receipt by the City of said notice, and in no event later than 15 days prior to said cancellation or intent not to renew, the Applicant shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this section.

H3. Indemnification:

Applicant agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from any and all claims, demands, losses, expenses, liens, charges and liabilities of any description (including attorney's fees and costs incurred by the City in connection therewith) for injury, sickness, or death of persons or damage to, loss of, or destruction of property arising, in whole or in part, from the Applicant's use or improvement of the right-of-way or from the Applicant's users use of the right-of-way under the Applicant's program. To the extent necessary to fulfill this obligation, the Applicant 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 Applicant, 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 Applicant occurring prior to such termination or expiration. The applicant 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.