

Redmond Bike Share Pilot Permit Contract

[Issue Date]

Bike Share Requirements

Vendors authorized to operate bike share in the City of Redmond right of way shall comply with the following terms and conditions. Permittee agrees to comply with all such requirements for the duration of the pilot program. This permit is to be authorized under the authority of Redmond Municipal Code 12.08.

A. Public Safety, Education & Access

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. Electric-assisted bicycle shall cease to provide assistance when the bicycle reaches or exceeds 15 miles per hour.

No scooters are allowed in bike share fleets.

A3. Lighting: All bicycles shall meet the requirements for lights during hours of darkness, described in [RCW 46.61.780](#). In addition, both a front white light and rear red light is required.

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 Information: All bicycles used under this permit shall have the following visible to the bike share user on the bicycle at all times:

1. A unique bicycle identifier;
2. Operator name and contact information
3. Notification that the user shall wear a helmet
4. Notification that the user shall yield to pedestrians

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

A7. User Education: All permittees shall have conspicuous notices on the mobile application that notify users of the following before they are allowed to begin riding:

1. It is the users' responsibility to follow applicable helmet laws.
2. It is the users' responsibility to follow all traffic laws applicable to bicycles.

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3. If riding on the sidewalk or a 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 rules herein for parking a bike.
6. Report collisions with police and to the company for recording.
7. Report maintenance issues through the mobile application 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.

A9. 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.

A10. City Access to Vendor Mobile Application: Applicant 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.

A11. Inspection: Vendor agrees to allow the City to conduct a random physical inspection of bikes to ensure compliance prior to vehicles being available for the vehicle rental launch. Vendor agrees to provide certifications that A1 has been met.

A12. Good Working Order: Vendor shall maintain each deployed bike share bicycle in a good working order meaning that it has all components and they are functioning properly. See B4 regarding any bike that is not in good working order.

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 based on the following times:

- 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 within 1-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 be locked and not available for rental. It shall be removed from public access by the permittee based on the following response times and shall be repaired before redeploying the bicycle into service:

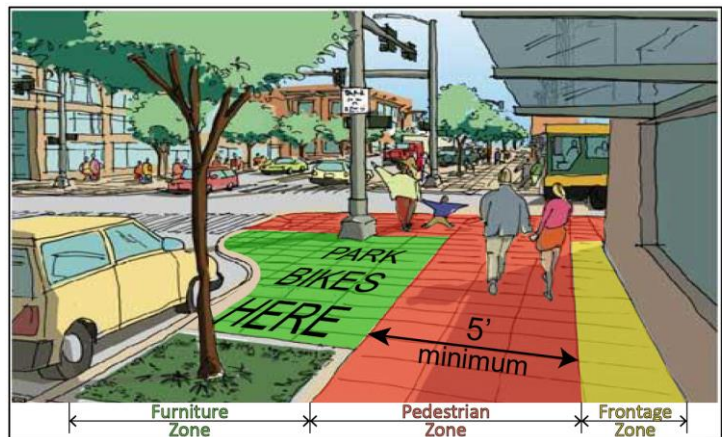
- Within four hours if received notice between 6:00am and 7:00pm and bike is locked, otherwise by 6:00am the following day.

A bike 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 permittee's expense.

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 graphic to the right,
 - c. in zones specifically marked for bike share parking via marks on the ground and/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 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),
 - c. in sidewalk café seating areas,
 - d. 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,
 - e. blocking use of fire hydrants, fire protection systems, benches, parking pay stations, bus stops and shelters, transit information signs, crosswalk, doorways, entryways, or driveways,
 - f. at King County Metro-owned or Sound Transit-owned facilities, unless otherwise designated by agreement with King County Metro or Sound Transit,
 - g. in areas deemed to be unsafe as determined by the City of Redmond,
 - h. 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 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. 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 land within the City may have bike share controls; for example, locations within parks, publicly-accessible plazas, off-street parking lots/garages, or campuses. Use of non-right of way land for bike share shall require appropriate approval from the appropriate department, agency, or property owner and shall be communicated to the users through signage approved by the respective entity and/or through the mobile and web application. Bike share bicycles 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.

Bike share bicycles which are authorized by other public or private entities may circulate freely into and out of Redmond right-of-way so long as the bike share company complies with Redmond's right of way permit conditions while such bike is operated within the City's rights-of-way. Bike share bicycles may only be parked in Redmond right-of-way if the vendor has an active bike share permit with the City of Redmond.

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. If the vendor does not move the bicycle within the required timeframe then the City may choose to impound the bicycle at the vendors expense.

D. Bike Quantities

D1. Minimum Quantity: All permittees shall prove they have a minimum inventory available bicycle fleet of 200 bicycles for Redmond with a minimum ebike fleet of 10% 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. Each permittee can be in a different phase depending on

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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.

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. The City will provide a minimum of 30 days notice prior to requiring compliance.

D6. Deployed Bikes Definition: A deployed bike is any bike 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 permittee or an affiliate. A bike that is in transit for rebalancing into Redmond right of way is a deployed bike. A bike that cannot be unlocked, but is accessible to the public, is deployed. A bike parked on private property with which the vendor has an agreement to operate in is not 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 and historical information for the entire pilot period based on date and time (by hour) 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 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 permittee compliance and/or to monitor data.

F2. Mobility Data Specifications: Vendors shall provide data consistent with the Los Angeles Mobility Data Specification. This standard may be changed by the City to another data standard in the future which covers number of bicycles available, trip information (including number of trips and miles traveled), and maintenance status. F3 and F4 do not need to comply with the Los Angeles Mobility Data Specification.

F3. Safety Reports: Reports to vendors 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, level of injury, and if it was reported to police.
2. Other safety reports should specify the safety issue and the location.

F4. 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 or complaints received and category (safety, broken, improper location, improperly parked, vandalized, other).
2. Response time for solving the problem identified in each contact.

F5. Compliance Measures: The City may choose to evaluate compliance through the following measures on an as needed basis.

1. Community Service Compliance:
 - a. #contacts or complaints/bike, -/mile, -/ride
 - b. #[each] contact or complaint 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 may establish low-income geographic areas to be monitored for the availability and use of bikes.
 - b. Upon pilot evaluation, the public survey will include determining access to bike share issues for low-income neighborhoods, users, and families.

F6. Survey: The City may require the vendor to issue one survey to users to evaluate the pilot program. In addition, the City may issue its own separate surveys to the public regarding the pilot program.

F7. 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. City Evaluation and Operation 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, impound, and/or dispose of the bike share 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 per the terms of Redmond Municipal Code 12.08.070 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. Disposal: The permittee authorizes the City to dispose of any bicycle(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 in the event that the permit is revoked per H1. Applicant agrees that a bike share bicycle impounded at a City location as identified by the permittees tracking software is deemed notice of impoundment.

H3. 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

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insurance required below shall be provided to the City upon execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet or exceed 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 not less than:
 - i. \$2,000,000.00 for bodily injury or death and, for property damage resulting from any one accident;
 - ii. \$2,000,000.00 for products and completed operations; and
 - iii. \$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 (or qualified self-insurance) within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and
4. Excess umbrella liability policy with limits of not less than \$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 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; and
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 "VII."

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

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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 which complies with the requirements stated herein.

F. Policy Limit Escalation. By written notice to Company, but no more than once per year, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to be in accordance with reasonably prudent risk management practices and insurance industry standards.

G. 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.

H4. 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.

H5. 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.

H6. City Business License:

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Applicant agrees to obtain an active City of Redmond, Washington business license during the entire pilot period.

H7. Pilot Permit Duration

The Public Works Director shall establish the end date of the pilot bike share permit. This date shall be the same date for all approved vendors and will be 12 months from the start of the anticipated launch date (anticipated to be approximately four weeks after the date that permit applications are due).

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By signing this document, Permittee agrees to comply with all requirements for the permitted operation of a bike share program within the City of Redmond.

PERMITEE:

[COMPANY NAME]

By: [PERSON AUTHORIZED TO BIND COMPANY]

Its: [POSITION]

Signature

Name

Title

Date

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PERMITEE ACKNOWLEDGMENT - REPRESENTATIVE CAPACITY:

[illegible]

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as
the _____ of _____, to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: _____