



PUBLIC WORKS DEPARTMENT

500 Castro Street • Post Office Box 7540 • Mountain View • California • 94039-7540
650-903-6311 • Fax 650-962-8503 • www.mountainview.gov

**TEMPORARY ENCROACHMENT PERMIT
PILOT BIKE SHARE PROGRAM
APPLICATION INSTRUCTIONS**

The following permit application sets out the City of Mountain View (City) requirements for a bike share operator (“PERMITTEE”) participating in the City’s pilot bike share program. These requirements include safety, parking, operating, customer service, data collection, insurance, indemnification, and performance deposit provisions. PERMITTEE must also obtain a City of Mountain View business license. Business license applications are available online at <http://mountainview.gov/depts/fasd/forms.asp> or at City Hall, 500 Castro Street, Second Floor, Finance Lobby.

PERMITTEE is required to provide a minimum of 200 standard bikes (electric bikes have no minimum provision requirement) and a maximum of 400 bikes, with a City cap of 800 bikes for all bike share companies collectively. Permits will be issued at the discretion of the City. Incomplete permit applications will be rejected and will require resubmission; applicants will lose their place in the queue until resubmission occurs.

The required number of bikes deployed by each PERMITTEE, the City cap of 800 total bikes, and other program requirements may be revised during the pilot program at the City’s discretion. Any changes in the program requirements may require additional acknowledgement from PERMITTEE, including submission of supplemental information to the permit application on file. The City also reserves the right to revoke a permit and/or terminate the pilot program at the City’s discretion.

The Pilot Bike Share Program Temporary Encroachment Permit is only for bikes to be parked/operated on City right-of-way. It does not include the installation of racks, docks, stations, or other objects in the City right-of-way. PERMITTEE is to apply for and obtain separate location-specific encroachment permits to install and maintain such objects in the right-of-way.

The Pilot Bike Share Program Temporary Encroachment Permit will be effective from date of issuance to April 30, 2019. The permit term may be extended or a new permit issued at the conclusion of the pilot program at the discretion of the City.

Instructions to Apply to Participate in Pilot Bike Share Program:

- A. Complete and sign the attached Temporary Encroachment Permit – Pilot Bike Share Program form and provide required supplemental attachments. (See below for Requirement Information.) Please be sure to *attach all required information and documentation*.
- B. Pay a nonrefundable permit fee of \$927 to the Finance and Administrative Service Department (FASD).
- C. Submit the completed application package to the Public Works Department with the FASD stamp confirming fee payment.

The Public Works Department will review the Temporary Encroachment Permit – Pilot Bike Share Program form and required application materials for completion and compliance with the Bike Share Pilot Program requirements.

If the application is approved for a permit, the PERMITTEE will be notified to submit the performance deposit and mobile application log-ins. Upon receipt of these items, the Public Works Director will issue the permit.

Required Information:

Check each box to confirm attachment to application, and submit these instructions with application.

- Description of bike share operator, including length of time in business, total number of bikes currently in service worldwide, and sample list of cities currently providing bike share.
- Description of the bicycles and mobile and web applications to be used, including images.
- The operations plan for the City of Mountain View bike share service, which shall include, but not be limited to, the following information:
 - Proposed timeline for deployment of the bikes, including phasing in of standard bikes beyond the minimum 200 and/or e-bikes.

- Plan for informing users on proper bicycle parking, directing users to designated parking areas where applicable, and encouraging compliance with applicable bicycling laws.
- Plan for monitoring and relocating incorrectly parked bicycles.
- Bicycle preventive maintenance and inspections process and schedule.
- Plan for providing the data listed in the data sharing requirements.
- If applicable, plan for interoperability of fleet permitted in Mountain View with PERMITTEE's fleet in neighboring jurisdictions and/or with organizations or employers in Mountain View.
- Certificate(s) of Insurance and Additional Insured Endorsement(s). See Insurance Requirements on Pages 3 and 4 of Permit.
- Copy of Mountain View Business License.

If Application is Approved:

PERMITTEE shall be required to submit the following items prior to issuance of the permit:

1. Performance Deposit (\$25 per bicycle). See Requirement O9 of Special Conditions; and
2. Log-in information for three (3) accounts to be used by the City for oversight of the functionality of PERMITTEE's mobile application and to view bicycle deployment and availability in Mountain View.



PUBLIC WORKS DEPARTMENT
500 Castro Street • Post Office Box 7540 • Mountain View • California • 94039-7540
650-903-6311 • Fax 650-962-8503 • www.mountainview.gov

**TEMPORARY ENCROACHMENT PERMIT
PILOT BIKE SHARE PROGRAM**

(Date)

(Bike Share Operator ("PERMITTEE"))

(PERMITTEE's Representative)

(Telephone No.)

(Fax No.)

(E-mail)

(Address)

(City) (State) (Zip Code)

Number of bicycles to be operated by PERMITTEE: _____ Standard _____ Electric

Nearest Operations Center Location (Site Address): _____

24-Hour Customer Service Hotline (Phone number): _____

Direct line for CITY staff to report items of immediate concern (Phone number): _____

TEMPORARY ENCROACHMENT PERMIT TO OPERATE PILOT BIKE SHARE PROGRAM

The City of Mountain View, a California charter city and municipal corporation, hereafter called "CITY," grants permission to PERMITTEE to operate a temporary pilot bike share program in

**Finance and Administrative
Services Department**

Date Fee Paid

Receipt No. _____

**PERMIT FEE = \$927
Account No. 223600-41414 (PWENCR)**

CITY, which shall include the placement of bike share program bicycles in CITY right-of-way. The Encroachment Permit does not include the installation of racks, docks, stations, or other private facilities in CITY right-of-way.

Encroachment Permit is effective from date of issuance to April 30, 2019. The permit term may be extended or new permit issued at the conclusion of the pilot program at the discretion of CITY.

STANDARD CONDITIONS

Obligations of PERMITTEE:

1. It is the sole responsibility of PERMITTEE to determine the necessity or advisability of obtaining, and to obtain if PERMITTEE so desires, any other agreements, authorizations, licenses, permits, environmental clearances, and/or easements, and to comply with all local, State, or Federal rules, regulations, laws, and legal rights of private or public property holders.
2. PERMITTEE shall be responsible for all damage to public and private facilities caused by or which are a result of the operation, maintenance, or removal of the encroaching items and shall repair, replace, and restore in kind the said damaged facilities at its sole expense.

Subject to Use as CITY Right-of-Way/Land: This grant of permission does not constitute a deed or grant of an easement or any other real property interest by CITY and is nonexclusive and shall be subject to and subordinate to the right of CITY to use the said CITY property in its sole discretion.

Waiver: PERMITTEE, for him/herself and his/her heirs, executors, administrators, successors, and assigns, hereby waives all claims and causes of action, whether now existing or hereafter arising, against CITY or its officers, agents, or employees, for damages, physical or otherwise, to any of the facilities covered by this Temporary Encroachment Permit from any cause whatsoever.

Hold Harmless: PERMITTEE, jointly and severally, for itself, its successors, agents, contractors, and employees, agrees to indemnify, defend (with competent counsel reasonably acceptable to the City Attorney), and hold harmless CITY, its elective and appointive boards, commissions, officers, agents, registered volunteers, and employees and any successors to CITY's interest in the property from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage and any other claims of any sort whatsoever, including, but not limited to, claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and clean-up actions of any kind and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising directly or indirectly, in whole or in part, out of the activities performed by PERMITTEE under this Temporary Encroachment Permit, or arising out of the actions of PERMITTEE in connection with its activities under this Temporary Encroachment Permit on or off the site of the encroachment.

Termination: This permit shall be revocable at any time upon a written notice of the Public Works Director. Failure to maintain bike share bicycles covered by this permit in a neat and safe condition and/or failure to be in compliance with the requirements in the Special Conditions may result in a

revocation of the permit. All bicycles shall be removed by and at the expense of PERMITTEE without entitlement of reimbursement as requested by the Public Works Director within thirty (30) days of such request, unless a different time period is specified in the written notice.

Maintenance of Facilities and Site: PERMITTEE shall, at all times through the duration of this permit, maintain the said encroaching items in safe condition and good appearance to the satisfaction of the Public Works Director of CITY.

Hazardous Materials: PERMITTEE shall not store any hazardous materials or refuel equipment on the encroachment area.

Coordination with Other Events and Work: PERMITTEE understands that CITY may have events, construction projects, and maintenance work in the public right-of-way. PERMITTEE will not interfere with CITY and its contractors and said special events, construction projects, and maintenance work.

No Other Party Authorized: No party other than the named PERMITTEE or his/her/their agent is authorized to operate a bike share system under this permit.

Insurance:

- A. **Workers' Compensation Insurance:** PERMITTEE shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.
- B. **Commercial General Liability Insurance:** PERMITTEE shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. PERMITTEE's insurance coverage shall be written on an occurrence basis.
- C. **Automobile Liability Insurance:** PERMITTEE shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.
- D. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.
- E. **Verification of Coverage:** Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before bike share operations commence and insurance must be in effect for the duration of this Temporary Encroachment Permit. The absence of insurance or a reduction of stated limits shall cause all bike share operations to cease and immediate removal of all bikes from the CITY. Any delays shall not increase costs to CITY or increase the duration of the pilot bike share program.

F. **Other Insurance Provisions:**

- (1) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as additional insured by Endorsement CG 20 10 10 93 for Commercial General liability or Automobile Liability coverage.
- (2) For any claims related to this project, PERMITTEE's insurance coverage shall be primary.
- (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.
- (4) It shall be the responsibility of PERMITTEE to ensure that all subcontractors comply with the same insurance requirements that are stated in this Temporary Encroachment Permit – Bike Share Pilot Program.

Expiration: This permit shall expire on April 30, 2019.

SPECIAL CONDITIONS

Safety

Requirement S1: All bicycles used in systems issued a permit under this pilot program 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 systems shall meet the safety standards outlined in ISO 43.150 – Cycles, Subsection 4210.

Requirement S2: All bicycles shall meet the California Vehicle Code (CVC) requirements for brakes, seats, lights, and reflectors, described in CVC 21201(a), (d), (e), and 21204. This includes an effective brake, a seat, a white front headlight, a rear flashing red light with built-in reflector, white or yellow front and rear reflectors on each pedal, and white or yellow side reflectors on the front and back of the bicycle or tires. PERMITTEE shall establish appropriate minimum height for users and ensure that the handlebar height and bicycle size set forth in CVC 21201(b) and (c) are met. This includes handlebars that do not elevate hands above shoulder level and bicycle size that allows safe stopping, starting, and supporting in an upright position with at least one foot on the ground.

Requirement S3: Any electric bicycles used in systems issued a permit under this pilot program shall meet the National Highway Traffic Safety Administration's (NHTSA) definition of low-speed electric bicycles and shall be subject to the same requirements as ordinary bicycles (described in Requirements S1 and S2). Electric bicycles shall be "Class 1" or "Class 2" electric bicycles only, as defined in CVC 312.5. CITY reserves the right to terminate any permit issued under this pilot program if the battery or motor on an electric bicycle is determined by CITY to be unsafe for public use.

Requirement S4: All bicycles shall receive regularly scheduled inspections and full maintenance. All bicycles shall be kept in good working order and appearance. A 24-hour customer service hotline/phone number shall be displayed prominently on both the company app and the bicycle.

Requirement S5: All permitted systems shall have visible language that notifies the user that:

1. Helmets shall be worn by any person under 18 while riding a bicycle in California.
2. All State of California and local laws shall be obeyed while riding a bicycle.

Requirement S6: PERMITTEE agrees that CITY is not responsible for educating users regarding helmet requirements and other laws. Neither is CITY responsible for educating users on how to ride or operate a bicycle. PERMITTEE agrees to educate users regarding laws applicable to riding and operating a bicycle in CITY and the State of California, and to instruct users to comply with all applicable laws.

Parking

Requirement P1: Bike share bicycles shall be parked only in bike share designated parking areas in the following locations: Mountain View Transit Center, Castro Street between Central Expressway and El Camino Real, and San Antonio Road between California Street and El Camino Real. The CITY will provide vendors with Google Earth KML/Z polygon files for restricted areas and designated parking areas. Designated parking areas will be marked with paint/tape and/or signs and the following wording: "Bike Share Parking Area." CITY reserves the right to identify other locations in CITY, or change and move existing locations, where bike share parking shall be limited to designated parking areas. PERMITTEE shall direct bike share users to use these designated parking areas.

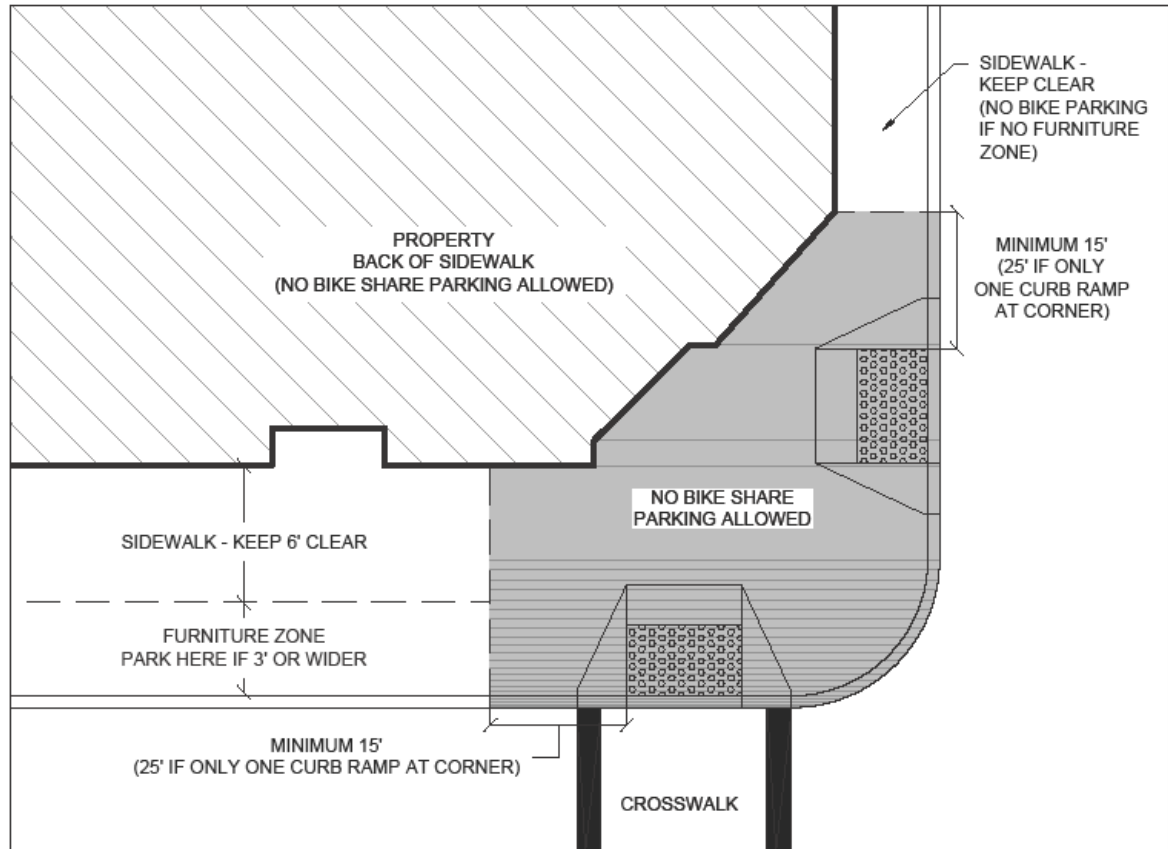
Requirement P2: With the exception of the areas specified in Requirement P1, PERMITTEE may operate a free-floating bike share parking system within CITY. Free-floating bike share bicycles shall be parked in the furniture zone outside of the pedestrian walking path/clear zone of the sidewalk or at any public bicycle rack (see illustration below for furniture zone location). PERMITTEE shall inform customers on how to park a bicycle properly.



Source: *California Model Design Manual for Living Streets* and Michele Weisbert

Requirement P3: Restrictions to eligible bicycle parking areas on sidewalks are as follows:

1. Bicycles shall not be parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp). See graphic below.



2. Bicycles shall not be parked on blocks where the furniture zone is less than 3' wide or where there is no furniture zone.
3. Bicycles shall not be parked in the furniture zone adjacent to or within:
 - a. Transit zones, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones, except at existing bicycle racks;
 - b. Loading zones;
 - c. Disabled parking zones;
 - d. Street furniture that requires pedestrian access (for example—benches, parking pay stations, bus shelters, transit information signs, etc.);
 - e. Restaurant sidewalk seating areas;

- f. Any planting area where to do so would endanger or injure any tree, plant, or shrub;
 - g. Curb ramps;
 - h. Entryways; and
 - i. Driveways.
4. Bicycles shall not be parked on grass or other soft surfaces within the furniture zone; bicycles can only be parked on paved surfaces (e.g., concrete, asphalt).
 5. CITY reserves the right to determine certain block faces where free-floating bicycle share parking is prohibited in addition to the areas designated in Requirement P1. Restricted parking areas may or may not have designated bike share parking areas provided.

Requirement P4: Bicycles shall be upright when parked.

Requirement P5: Installation and maintenance of objects in the right-of-way (e.g., a bike-share parking rack or dock) requires a separate encroachment permit from CITY for each installation.

Requirement P6: This permit is valid for operations within CITY right-of-way only.ⁱ PERMITTEE may establish additional parking areas outside of CITY right-of-way (e.g., locations within parks, publicly accessible plazas, off-street parking lots/garages, employment or school campuses, etc.) with appropriate permits and/or approvals from and agreements with the relevant CITY department, public agency, and/or property owner. These additional parking areas shall be communicated to the customer through signage approved by the respective entity and through the operator’s mobile or web application.

Requirement P7: PERMITTEE shall prominently display contact information for bicycle relocation requests on every bicycle.

Requirement P8: Any bicycle that is parked incorrectly shall be reparked in a correct manner or shall be removed by PERMITTEE in compliance with the following timelines:

- 6:00 a.m. to 6:00 p.m. on weekdays, not including holidays – within two hours of receiving notice from any individual or entity or through the system’s self-identification of parking problem;
- All other times – within 10 hours of receiving notice from any individual or entity or through the system’s self-identification of parking problem.

ⁱ The permit is not valid for parking along El Camino Real or Central Expressway within CITY. El Camino Real is Caltrans right-of-way, and Central Expressway is County of Santa Clara right-of-way.

Failure by PERMITTEE to comply with this requirement may result in CITY removing the bicycle and taking it to a CITY facility for storage at the expense of PERMITTEE.

Requirement P9: PERMITTEE shall monitor the duration of any free-floating bicycles parked unused in a location and shall relocate the bicycle(s) within five (5) days if not in use. Failure by PERMITTEE to move any free-floating bicycle that is parked in one (1) location unused for more than five (5) consecutive days may result in CITY removing the bicycle and taking it to a CITY facility for storage at the expense of PERMITTEE.

Operations

Requirement O1: PERMITTEE shall have a 24-hour customer service phone number for customers and any individual or entity to report safety concerns, complaints, or ask questions.

Requirement O2: Every bicycle shall have a unique identifier that is visible to the user on the bicycle.

Requirement O3: PERMITTEE shall monitor the distribution of bicycles and fleet density at least twice daily and take appropriate action to rebalance the bicycles as necessary.

Requirement O4: Any inoperable bicycle or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours of notice to PERMITTEE by any individual or entity, and shall be repaired before returning the bicycle into bike share service.

Requirement O5: PERMITTEE shall have a minimum bicycle fleet of 200 bicycles within CITY at all times if using standard (nonelectric) bicycles. PERMITTEE shall meet this fleet size within the first week of initial launch date. Any PERMITTEE with a permit for over 200 bicycles shall provide the remaining bicycles within four (4) weeks of initial launch date.

Requirement O6: A PERMITTEE providing only electric bicycles is not required to provide a minimum fleet size.

Requirement O7: No PERMITTEE shall have a bicycle fleet in excess of 400 bicycles (standard and electric combined).

Requirement O8: All applicants to the pilot permit program shall include the fleet size in their application. PERMITTEE shall notify CITY if they plan to change their fleet size two (2) weeks before deployment and shall apply for a revised permit and adjusted performance deposit (Requirement O9).

Requirement O9: PERMITTEE shall provide a performance deposit of Twenty-Five Dollars (\$25) per bicycle. These funds shall be accessible to CITY for future public property repair and maintenance costs that may be incurred, for removing and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a PERMITTEE increases the size of its fleet in accordance with Requirement O8, the performance deposit shall be adjusted appropriately before deploying additional bicycles. Any remaining deposit balance shall be returned to PERMITTEE thirty (30) days after PERMITTEE has removed all bikes from CITY and repaired any damages to the satisfaction of the Public Works Director.

Requirement O10: If any CITY department or office incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of CITY costs, PERMITTEE shall reimburse CITY for such costs within thirty (30) days.

Requirement O11: CITY may establish additional or altered permit conditions based on issues that may arise during the pilot program and/or data received as part of the data sharing requirements specified below. CITY shall notify PERMITTEE of changes to the permit conditions a minimum of two (2) weeks prior to the effective date. Any such additional or altered permit conditions shall be incorporated into the requirements/terms and conditions of the encroachment permit.

Requirement O12: PERMITTEE is encouraged to establish payment and participation options for users who do not have access to a smart phone and/or credit card.

Requirement O13: PERMITTEE shall strive to achieve seamless integration and interoperability of its fleet permitted in CITY with its fleets in other jurisdictions (such as Caltrain and neighboring cities) and any fleets it is operating for organizations and employers in the area. While it is beneficial to allow users to take bicycles across city borders, PERMITTEE shall ensure it complies with its permitted fleet size and Requirement O5 for the number of bicycles located within CITY's borders.

Requirement O14: CITY reserves the right to terminate permits at any time, including for violation of any of the Bike Share Requirements, and require that the entire fleet of bicycles be removed from CITY streets. The decommissioning shall be completed within thirty (30) days of written notification of the termination unless a different time period is determined by CITY.

Data Sharing

Requirement DS1: To the extent possible, Open Data protocols shall be followed. All publicly shared data shall be anonymized and respect users' private information, including location. CITY is authorized to publish all provided data.

Requirement DS2: PERMITTEE shall provide the following data types to CITY at least monthly, and preferably, via a dashboard in real time with viewable archived data trends:

- Systemwide bicycle use data.
- Trip data—origin and destination within geographic zones.
- Trip route data—line data on a map from nearest intersection (from actual origin) to nearest intersection (from actual destination location).
- Bicycle availability and distribution data.
- Anonymized user demographic data and trends.
- Bicycle maintenance activities.

- Live data on parked bicycle locations and bicycle availability.
- Locations with high resting idle times (parked and unused for over three (3) days).
- Collision and other safety data.
- User and public comments and complaints.
- Other evaluation data as needed.

PERMITTEE ACKNOWLEDGEMENT

I have read and clearly understand the above provisions, special conditions, and attachments of this Temporary Encroachment Permit and hereby agree to be bound by the terms and conditions contained herein.

By: _____
 PERMITTEE Signature Date

 Print Name

CITY APPROVALS

Approved:

By: _____
 City Engineer Date

By: _____
 Assistant Public Works Director Date

cc: _____

APWD – Cameron, APWD – Solomon, TM – Lo, TP – Baird, PCE – Arango, PCE – Macaraeg,
 File (Temporary Encroachment Permit)