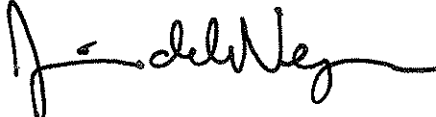


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: March 6, 2013

To: Honorable City Council
c/o City Clerk, room 395, City Hall
Attention: Honorable Bill Rosendahl, Chair, Transportation Committee

From: Jaime de la Vega, General Manager
Department of Transportation 

Subject: **BIKESHARE PROGRAM PERMITTING**

SUMMARY

The Los Angeles Department of Transportation (LADOT) is recommending that the city establish the regulatory requirements for installing bicycle sharing infrastructure in the public right-of-way (on sidewalks) and authorize additional staff to administer the bicycle sharing program.

RECOMMENDATION

That the Council, subject to concurrence by the Mayor:

1. APPROVE the permit requirements for bicycle sharing (Attachment 1)
2. REQUIRE vendors to enter into a memorandum of understanding (MOU) with LADOT describing how bicycle sharing will be operated
3. AUTHORIZE the siting of kiosks, bicycle parking, bicycles, and other infrastructure in the public right-of-way for bicycle sharing programs, subject to meeting the permitting and MOU requirements
4. DIRECT the general manager of LADOT to coordinate and integrate the city's bicycle sharing program with other service providers and municipalities
5. DIRECT the general manager of LADOT to circulate an applicant's permit package to the City Administrative Officer risk manager and the Office of the City Attorney for review and approval
6. APPROVE two full-time, exempt Project Assistants (1542) position authorities in LADOT for the bicycle sharing program, AUTHORIZE LADOT to hire two full-time employees to fill these positions, and EXEMPT LADOT from the managed hiring process

TRANSPORTATION

MAR 07 2013

DISCUSSION

Approval of this report will provide a standardized regulatory framework for the introduction of bikeshare programs in the City of Los Angeles, including the announced Bike Nation program later this year.

The city assessed whether a bike share program on private property is allowed under current city zoning law. The Department of City Planning Zoning Administrator determined that bicycle share stations are an allowable use in the C, M, PF, OS, and RAS Zones citywide, and the R5 Zone within the Central City Community Plan Area (case number ZA-2012-3101-ZAI).

In order to safely operate a bikeshare program and install related infrastructure, a process for installing the kiosks and bicycle parking in the public right-of-way is required.

To allow for the siting and operation of the bikeshare program in the public ROW, a proposed *Permit Package for Bikeshare In the City of Los Angeles* has been developed (Attachment 1) and includes the following:

- Bikeshare vendor checklist
- A sample permit flowchart
- Bikeshare MOU with the LADOT
- A requirement for the submittal of site plans and maps
- Waiver of damages and indemnification agreement
- Covenant and maintenance agreement
- Insurance Instructions
- Bikeshare plan approval
- Requirement for an execution of an A Permit with the Bureau of Engineering
- Copy of LAMC Sec. 84.05 (Bicycle Parking Zones) and LAMC Sec. 67.02 (Construction of Signs on Streets or Other Public Property)

If this report is approved, LADOT may modify the administrative process in the future, consistent with policy direction and intent of this report. Any policy changes to the program would be presented to the City Council and Mayor for their approval.

BACKGROUND

Bicycle sharing programs have grown throughout the years initially with free white bike programs introduced by the Dutch in the 1970's to the explosion of member-based, electronic kiosk operated bicycle sharing programs that began in Europe with the Vélib' program in Leon and Paris, France. With the advent of these programs several other cities in North America -- including Montreal, Canada, Washington, D.C., New York and Chicago -- have moved forward with the development of their own bikeshare programs.

Bike lending systems -- typically referred to as "bikeshare" -- operate much like car sharing programs in that private entities develop a membership-based program that allow users to check out bicycles from automated kiosks and use them at no or relatively low-cost for very short trips such as the train station to the office and leave the bicycle at a conveniently located end of trip kiosk. The bicycles are maintained and rebalanced (redistributed throughout the network) by the operator and liability for the programs are also carried by the program operator.

In other programs, revenues to fund the privately operated programs have primarily been generated by advertising, although some cities have publicly funded their programs and consider them an extension of their cities' transportation networks (e.g. Montreal, Canada; Changwon, South Korea; and Hangzhou, China).

Last year, Bike Nation approached Mayor Villaraigosa and offered to work with Los Angeles to provide a pilot bikeshare program to the city at no-cost. The privately funded program would begin with a beta test of the system in the downtown Los Angeles area in April 2013 and grow into a 4,000 bicycle pilot program to be phased in throughout the neighborhoods of downtown, Venice, Westwood, and Hollywood. The program also will include 400 kiosks in the same neighborhoods. This investment of bikeshare infrastructure (with an estimated value of \$16 million dollars) would provide program members with the opportunity to use bicycles instead of vehicles for short distance trips.

COORDINATION

LADOT staff has been working with the Office of the Mayor, Office of the City Attorney, CAO Risk Manager, and the Department of Public Works Bureau of Engineering and Bureau of Street Services to determine how best to implement the permitting process and how best to protect the city from any operational issues or liability concerns. In addition the Department of Building and Safety has been consulted regarding an update in the zoning code to allow for the installation of bikeshare conditions.

FISCAL IMPACT

Each Project Assistant will increase LADOT's salary costs by \$49,130.54-\$61,011.36 (FY 2013 salary schedule) and will incur indirect costs for pension and human resource benefits. LADOT will absorb the salary costs and work space requirements within our annual budget.

JTV: mm

Attachment 1 – Permit Package for Bikeshare in the City of Los Angeles

c: Borja Leon, Deputy Mayor for Transportation
Lisa Sarno, Office of the Mayor

CITY OF LOS ANGELES
CALIFORNIA

Jaime de la Vega
GENERAL MANAGER



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF TRANSPORTATION
100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

March 6, 2013

Subject: **PERMIT PACKAGE FOR BIKESHARE IN THE CITY OF LOS ANGELES**

Dear Applicant:

Thank you for your interest in becoming a bike share vendor in the City of Los Angeles. Bike share in the City of Los Angeles is being permitted as a private venture to be implemented in the public right-of way by vendors interested in operating bike share in Los Angeles. In order to site bike share kiosks in the City on public right-of-way you must review, complete, and comply with the following forms and requirements:

- ◇ Bike Share Vendor Checklist
- ◇ Bike Share Permit Flow Chart (placeholder)
- ◇ Bike Share MOU with the Department of Transportation
- ◇ Permit Package Routing Transmittal (placeholder)
- ◇ Submittal of Site Plans and Maps showing the proposed location(s) of Kiosks
- ◇ Waiver of Damages and Indemnification Agreement
- ◇ Covenant and Maintenance Agreement
- ◇ Insurance Requirements Instructions
- ◇ Bike Share Plan Approval
- ◇ Execution of an A-Permit with the Bureau of Engineering
- ◇ LAMC 84.05 – Bicycle Parking Zones
- ◇ LAMC 67.02 – Construction of Signs on Streets or Other Public Property

Thank you for your interest in bike share in the City of Los Angeles. If you have additional questions or concerns you can contact Michelle Mowery, Sr. Bicycle Coordinator at michelle.mowery@lacity.org.

Sincerely,

Jaime de la Vega
General Manager

Attachments

City of Los Angeles Bike Share Vendor Checklist:

Bike Share providers agree to submit to LADOT (please attach):

- Map of proposed service area and docking stations. Site plans for all individual docking stations and docking station site locations. Also include proposed procedure for relocating stations and expanding service area(s).
- List of membership types available (including daily, weekly, monthly, and yearly passes), pay scale to be used, accommodation for low income users.
- Specifications for the docking stations and bikes.
- Monthly/weekly reports of usage and service levels for all stations (individual locations) per hour and day, as well as per bike (totals and averages per day and per hour), summary statistics of trip lengths and routes, and summary statistics of issues reported and resolved.
- Execute a Bike Share Memorandum of Understanding with the Department of Transportation

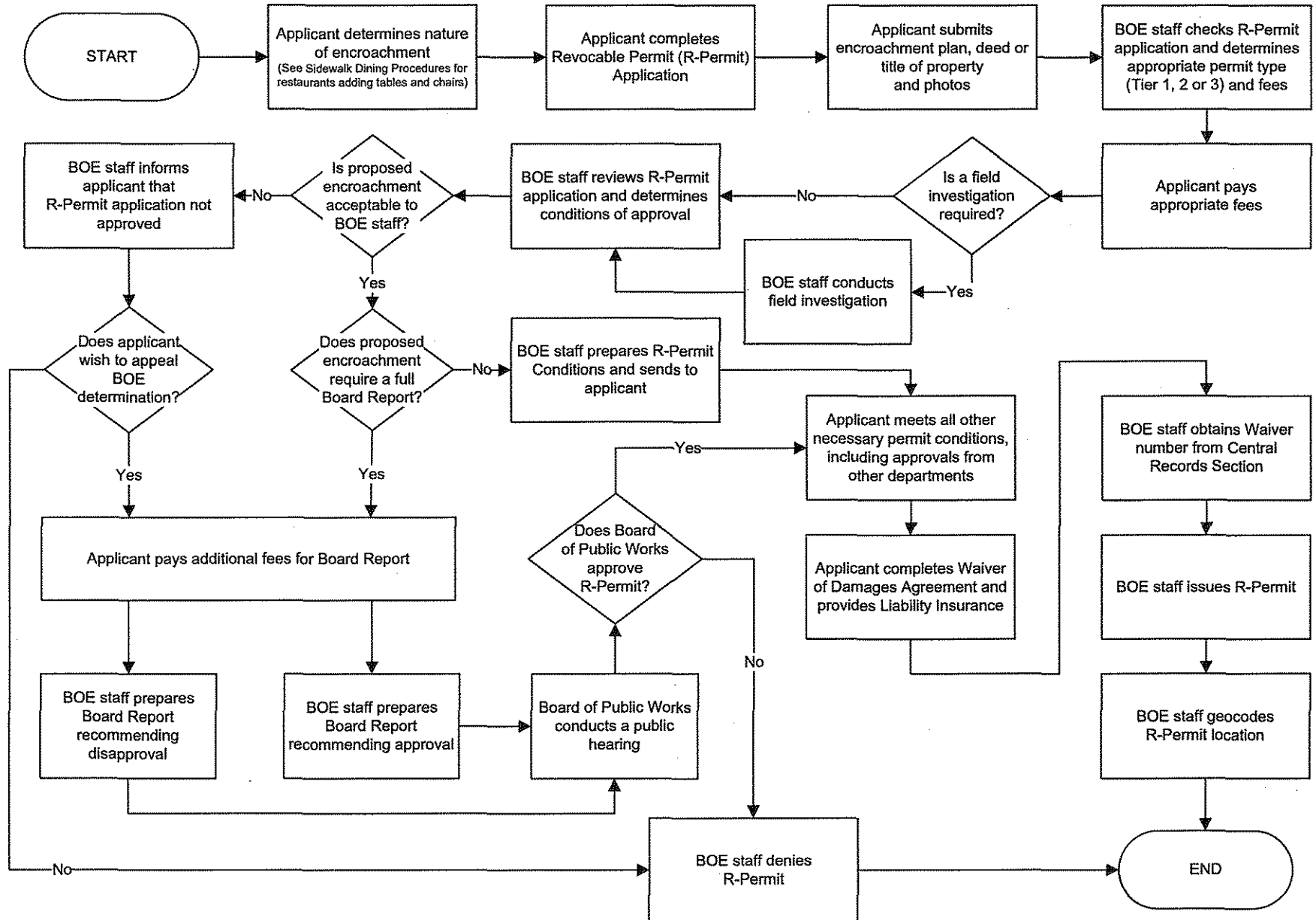
Bike Share providers agree to the following minimum service levels:

- 24 hour, year round service.
- In identified geographic service areas, stations will be located approximately every 300-500 meters, with individual stations located no greater than 500 meters from the nearest other.
- At least 2.2 ratio of individual docking hubs to bikes in operation.
- Commitment to rebalancing bikes in both the AM and PM peak use periods or hourly as use dictates per the MOU.
- Maintenance as required by the MOU.

Bike share providers must agree to the following requirements per an MOU:

- Provide and maintain safe, utilitarian, and functional bikes per the MOU.
- Meet all City requirements and limitations on advertising (see LAMC 67.02).
- Comply with the Disabilities Act (ADA) requirements including but not limited to Title II and III.
- Kiosks must be self-powered (battery or solar) and will not require power to the site.
- Bicycles must be well maintained (define) and safe for public use or taken out of service and replaced within 24 hours.
- Agree to integrate the bike share system operators either in Los Angeles and with neighboring jurisdictions.
- Agree to promote and insure all efforts.
- Agree to share all profits above a TBD negotiated percentage.
- Complete an A Permit with the Department of Public Works Bureau of Engineering.

REVOCABLE PERMIT (R-PERMIT) FLOWCHART



**MEMORANDUM OF UNDERSTANDING
CITY OF LOS ANGELES BIKESHARE PROGRAM
Draft March 6, 2013**

The City of Los Angeles (City) has authorized the Los Angeles Department of Transportation ("LADOT") to enter into this Memorandum of Understanding (Agreement) with _____ (Bike Share Vendor) to provide documentation for the management, maintenance and operation of a Bike Share operation sited at locations noted in site plans attached herein (attachments _). LADOT and Bike Share Vendor are collectively referred to herein as the "Parties."

WHEREAS, the Los Angeles City Council, on December 28, 2012, adopted a motion to establish the development of a "pilot program" for the development of Bike Share in the City; and

WHEREAS, the City seeks to utilize public street right-of-way for the implementation of Bike Share Kiosks that are available to the public as a transportation option; and

WHEREAS, the Bike Share Vendor, as a private provider interested in providing bike share services to the City at no cost on private properties as well as within the Public Right-of-Way and is committed to maintaining and covering all operating responsibility for the program including but not limited to liability and the sharing of data and revenue;

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

The Bike Share Vendor agrees to be bound by the terms of this Agreement, limiting the use, exercise, and operation of the encroachment area and to comply with these conditions faithfully and fully at all times. The conditions of this Agreement shall equally bind all representatives, agents, heirs, successors, and assigns of the Bike Share Vendor. If the conditions are not met the Agreement may be revoked at any time and the renewal of the Agreement may be denied.

Section 1 Issuance of a Bike Share Vendor Agreement

1.1 Agreement To Use Public Rights of Way

The City, upon execution of this Agreement, receipt of plan approval, and issuance of an A Permit, hereby confers on the Bike Share Vendor for the terms of the Agreement a non-possessory approval to manage, operate and maintain, at Bike Share Vendor's sole cost and expense, the Bike Share Kiosks identified in (*Attachment A*) attached hereto and incorporated by this reference, subject to the terms of this Agreement.

1.2 Limited Privilege

This Agreement gives Bike Share Vendor an approval only and, notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by the City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Public Right-of-Way or any portion thereof. Nothing in this Agreement shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. Bike Share Vendor accepts the Public Right-of-Way in their "AS IS" condition, without representation or warranty of any kind by the City and subject to all applicable laws, rules and ordinances governing the use of the Public Right-of-Way for Bike Share Vendor's intended purpose. Occupancy by the Bike Share Vendor of the Public Right-of-Way is temporary and does not constitute an abandonment, whether expressed or implied, by the City of any of its rights associated with the statutory and customary purpose and use of and operations in the Public Right-of-Way.

1.3 Non-Exclusive Privilege

The approval granted in this Agreement shall be non-exclusive. Nothing contained in this Agreement shall be construed, in any way, to limit, alter, or waive the right of the City to authorize persons or entities other than Bike Share Vendor to access and use the Public Right-of-Way identified in **Attachment A**.

1.4 Subject To City and Public Uses

Notwithstanding anything to the contrary in this Agreement, the approval granted herein, and any and all of Bike Share Vendor's activities hereunder, shall be subject and subordinate at all times to City's existing and future use of the Public Right-of-Way for municipal and other purposes, as well as the use of other public agencies including but not limited to public utility agencies. In case of an emergency, as determined by City, the City or Utility shall notify the Bike Share Vendor and City or Utility may immediately remove the Bike Share Kiosk from the Public Right-of-Way as required by City. If not an emergency, the City shall provide advance written notification within thirty (30) calendar days to Bike Share Vendor of the removal of the Bike Share Kiosk from the Public Right-of-Way. The Bike Share Kiosk shall include twenty-four (24) hours a day, seven (7) days a week contact information for the operator in case of emergency.

Section 2 Bike Share Vendor's Use Of Public Right-of-Way

2.1 Exercise Of Due Care

Bike Share Vendor shall use, and shall cause its Agents or Invitees to use, due care at all times to avoid any damage or harm to the Bike Share Kiosk Public Right-of-Way, except for reasonable wear and tear resulting from the public use of the Bike Share Kiosk .

2.2 Covenant To Maintain Bike Share Kiosk

In connection with its use hereunder, Bike Share Vendor shall at all times, at its sole cost, maintain the Bike Share Kiosk in a good, clean, safe, secure, and sanitary condition. Section 12 of this Agreement provides a further description of Bike Share Vendor's maintenance responsibilities.

For purposes of the Agreement, Bike Share Vendor's maintenance responsibilities do not include the structural repair and/or replacement of the Bike Share Kiosk Public Right-of-Way (existing roadway). The City is responsible for the structural repair and/or replacement of the roadway caused by normal wear and tear of the Bike Share Kiosk Public Right-of-Way, including, at the City's discretion, the striping and/or surface treatment and repair (which may include painting and repainting) of the Public Right-of-Way.

2.3 Public Right-of-Way Damaged By Bike Share Vendor

If the Public Right-of-Way is damaged or threatened by any of the activities conducted by Bike Share Vendor or its Agents, Bike Share Vendor shall immediately give the City written notice of such damage or threat. If damaged the Vendor shall secure the appropriate permits and repair the damage to the satisfaction of the City.

2.4 Repair of Bike Share Kiosk Real Property

The City will repair as necessary the real property portions of the Bike Share Kiosk, as shown in Attachment A. However, the real property of the Bike Share Kiosk does not include bicycle equipment which also shall be maintained, repaired and/or replaced by Bike Share Vendor. Section 12 of this Agreement provides additional clarification of Bike Share Vendor's maintenance and repair responsibilities.

Attachment A shows both real and personal property. Following execution of this Agreement, Bike Share Vendor agrees to not add, subtract or otherwise modify the Bike Share Kiosk personal property shown in Attachment A without advance LADOT written approval of such modifications. In the event said modifications are approved by LADOT, Bike Share Vendor will provide LADOT with a revised Attachment A prior to the modification of Bike Share Kiosk personal property.

2.5 Repair and Maintenance of Bicycles

Bicycles for public use should be kept in a good, clean, safe, secure, and sanitary condition. Provision must be made to exchange bicycles in need of maintenance out of service within twenty-four (24) hours upon complaint by customer or notification by LADOT.

2.6 Rebalancing of Bicycles

Bike Share Kiosks must have no fewer than fifteen (15%) percent, and no greater than eighty-five (85%) percent, of bicycle docking stations ready to receive or deploy bicycles at all times. Provision must be made to rebalance bicycles from kiosk to kiosk to meet these minimum percentages.

2.7 Public Right-of-Way or Kiosks Damaged By Persons Other Than Bike Share Vendor

If the Public Right-of-Way are fully or partially destroyed or damaged through no fault of Bike Share Vendor and, as a result thereof, Bike Share Vendor is no longer able to maintain its Bike Share Kiosk in the Public Right-of-Way, the City shall notify Bike Share Vendor, within thirty (30) calendar days after such event, of the need for the Vendor to remove the Bike Share Kiosk(s) and make any necessary repairs to the Public Right-of-Way. In the event a Bike Share Kiosk is removed from the Public Right-of-Way, the Bike Share Vendor may reinstall a new or repaired Bike Share Kiosk in the Public Right-of-Way, subject to Bike Share Vendor obtaining all required permits or approvals if applicable. The Bike Share Vendor is required to secure all unsafe damaged equipment within twenty-four (24) hours without notification from the City.

2.8 Contractors

Any contractor or subcontractor used by Bike Share Vendor to manage, operate and/or maintain the Bike Share Kiosk on the Public Right-of-Way must be properly licensed and bonded pursuant to applicable law. Each such contractor or subcontractor shall have the same obligations with respect to its work as Bike Share Vendor would have if the Bike Share Vendor performed the work. Bike Share Vendor shall ensure that all contractors, subcontractors, and all employees who perform work for it are trained and experienced. Bike Share Vendor: **(a)** shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Agreement and applicable law; **(b)** shall be responsible for acts or omissions of contractors or subcontractors under this Agreement to the same degree it is responsible for the acts of its employees; **(c)** shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor; and **(d)** shall implement a quality control program to ensure that the work contemplated by this Agreement is properly performed.

2.9 City's Right To Inspect

The City shall have the right, but not the obligation, to make periodic inspections of the Bike Share Kiosk on the Public Right-of-Way, at the City's sole discretion and cost, as conditions may warrant.

2.10 Emergency Response Plan

Prior to the Commencement Date for the Bike Share Kiosk operation, Bike Share Vendor shall provide the LADOT a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting from Bike Share Vendor's use of the Public Right-of-Way. The Bike Share Kiosk shall include twenty-four (24) hours a day, seven (7) days a week contact information posted on the kiosks for the operator in case of emergency.

2.11 Utility Services

The Bike Share Kiosk installed in the Public Right-of-Way must be self-contained and provide its own power source either via solar panel or battery operation. Should the Vendor determine at a later date that utility services necessary or appropriate the Bike Share Vendor must receive advanced written approval by the City and may be subject to additional permitting requirements as well as approval by appropriate public utility agencies. Said utility installations by Bike Share Vendor may require post-installation inspection by the City or utilities at the Bike Share Vendor's cost.

Section 3 Restrictions On Use

Bike Share Vendor agrees that the following uses contained in Section 3 of the Public Right-of-Way by Bike Share Vendor are inconsistent with the limited purpose of this Agreement and are strictly prohibited:

3.1 Improvements

Except as set forth in **Attachment A**, Bike Share Vendor shall not construct or place any permanent structures in or on top of the Bike Share Kiosk.

3.2 Damage

Bike Share Vendor shall not do anything in, on, under or about the Bike Share Kiosk or adjacent Public Right-of-Way that could cause damage to the Bike Share Kiosk or adjacent Public Right-of-Way or interfere with the City's use of the Public Right-of-Way.

3.3 Advertising

Advertising in Bike Share Kiosk(s) in the Public Right-of-Way and all Bike Share Equipment is subject to regulation by the Department of Public Works Bureau of Street Services and must meet the conditions of the Los Angeles Municipal Code 67.02. Under no circumstances shall the Bike Share Vendor use its non-moving property in the Public Right-of-Way for any kind of commercial advertising."

Section 4 Term And Termination

4.1 Term Of Agreement

The privilege conferred to Bike Share Vendor pursuant to this Agreement shall commence on the date LADOT issues a written Notice to Proceed to Bike Share Vendor (the "Commencement Date"). The Agreement shall immediately expire on the earlier of: (a) two (2) years after the Commencement Date, or (b) upon written notice from the City revoking this Agreement, or (c) upon written notice by Bike Share Vendor to City with sixty (60) days written notice to City, or as otherwise provided in this Agreement.

4.2 Renewal Of Agreement

With the written approval of the City, Bike Share Vendor may renew this Agreement on a biannual basis with a renewal Agreement applied for and approved each year for an additional one (1) year term.

4.3 Revocable Agreement

The City may at its sole option freely revoke this Agreement at any time without cause or liability, and without any obligation to pay any consideration to Bike Share Vendor. Bike Share Vendor acknowledges and agrees that the installation of the Bike Share Kiosk on Public Right-of-Way Agreement hereunder shall not in any way whatsoever limit City's right to revoke this Agreement pursuant to the terms hereof or any of City's other rights hereunder. If revoked, Vendor must remove all equipment and restore the Public Right-of-Way back to its original condition and to the satisfaction of the LADOT and the Department of Public Works.

Section 5 Insurance

5.1 Required Insurance

Bike Share Vendor is insured and shall additionally insure the City of Los Angeles for the coverages specified on Form Gen. 146 Required Insurance and Minimum Limits, attached hereto as **Attachment B**, as a requirement of this Agreement. Bike Share Vendor shall maintain, during the term of this Agreement, evidence of insurance acceptable to the Office of the City Administrative Officer (CAO), Risk Management Section. Bike Share Vendor must instruct their insurance broker to register their insurance by using the CAO, Risk Management, Track4LA Website: <http://Track4LA.lacity.org> prior to Bike Share Vendor's execution of this Agreement.

5.2 Certificates of Insurance

Prior to the Commencement Date of this Agreement, the Bike Share Vendor shall submit to City certificates of insurance and additional insured policy endorsements through its insurers in a form acceptable to City, evidencing the coverages required hereunder.

Required insurance shall be fully paid for, and evidence of such payment provided to the City, in advance of the signing of this Agreement. Moreover, insurance certificates must provide a thirty (30) days cancellation notice provision to Bike Share Vendor and the City (ten (10) days for non-payment of premium), and an Additional Insured Endorsement naming the City an additional insured completed by Bike Share Vendor's insurance company or its designee.

Section 6 No Costs To City

Bike Share Vendor shall bear all costs or expenses of any kind or nature in connection with the management, operation and maintenance of the Bike Share Kiosk and related equipment, and shall keep the Public Right-of-Way free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Public Right-of-Way.

Section 7 Indemnification

Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns or Successors in Interest, Bike Share Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns or Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees, damages or any liability of any nature whatsoever, for death or injury to any person, including Bike Share Vendor's employees or agents, or damage or destruction of any property of either party hereto, or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Bike Share Vendor or its subcontractors of any tier. This provision shall survive expiration or termination of this Agreement.

Section 8 Waiver of Claims

8.1 City Not Liable to Bike Share Vendor

Neither the City nor any of its Agents shall be liable for any damage to the property of Bike Share Vendor, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Bike Share Vendor's property or Bike Share Vendor's use of the Public Right-of-Way, including but not limited to the activities of operation, management or maintenance of the Bike Share Kiosk.

8.2 Bike Share Vendor's Waivers

8.2.1

Bike Share Vendor acknowledges that this Agreement is freely revocable by City and in view of such fact Bike Share Vendor expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial. Without limiting any indemnification obligations of Bike Share Vendor or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Bike Share Vendor fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Agreement.

8.2.2

Bike Share Vendor expressly acknowledges and agrees that City would not be willing to give this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Bike Share Vendor expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Bike Share Vendor or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Bike Share Vendor fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Bike Share Vendor pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agents.

This waiver includes, without limitation, any and all Claims whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Public Right-of-Way and any related improvements or any law or regulation applicable thereto or the suitability of the Public Right-of-Way for Bike Share Vendor's intended use.

Section 9 No Transfer Of Agreement

This Agreement is a privilege that is personal and specific to the Bike Share Vendor. Neither this Agreement nor any of the privileges conferred under it may be sold, conveyed, assigned, encumbered, or otherwise transferred by the Bike Share Vendor without the express written consent of the City. Any attempt to sell, convey, assign, encumber or otherwise transfer this Agreement or the privileges conferred it under without first obtaining the City's consent may result in the City's termination of this Agreement.

This Agreement shall not run with the land. If Bike Share Vendor wishes to transfer responsibility for the Bike Share Kiosk, Bike Share Vendor shall make a written request for such transfer to the City. Transfer of responsibility for the Bike Share Kiosk shall be subject to the City's sole discretion and written approval. If such a transfer is approved, a new permit must be executed with the Department of Public Works, Bureau of Engineering and Agreement must be signed by the new Bike Share Vendor and the Department of Transportation.

Section 10 Notices

Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing).

Notices shall be addressed as follows, unless one party notifies the other party of a different primary contact:

If to the City: LADOT Bike Share Permits
100 S. Main Street, 9th floor
Los Angeles, CA 90012

If to Bike Share Vendor: (Bike Share Vendor)

Section 11 Alterations

Bike Share Vendor shall not alter or modify the Bike Share Kiosk without the prior written permission of LADOT. However, maintenance of the Bike Share Kiosk, as described further in this Agreement, is required by Bike Share Vendor.

Section 12 Maintenance

The Bike Share Kiosk shall be operated, and maintained by the Bike Share Vendor in accordance with the approved plans and specifications identified for the Bike Share Kiosk and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction. As stated in Section 2.2, for purposes of the Agreement, the Bike Share Vendor's maintenance responsibilities also include the structural repair and/or replacement of the Bike Share Kiosk in Public Right-of-way if damaged.

12.1 Management and Maintenance Responsibility

This Agreement shall serve as the signed statement by the Bike Share Vendor accepting responsibility for the operation, management and maintenance of the Bike Share Kiosk as set forth in this Agreement until the responsibility is legally transferred to another entity.

12.2 Maintenance of Bike Share Kiosk

12.2.1

All Conditions of this Agreement including those described in *Attachment A* must be followed.

12.2.2

Bike Share Kiosks must remain publicly accessible. The Kiosks must state that the Bike Share Kiosk(s) is publicly accessible. The designs, all signage and kiosk language must be consistent for all Bike Share Kiosks.

12.2.3

Bike Share Vendor's responsibilities include, but are not limited to:

- Maintain Bike Share Kiosk in a clean, neat, good and safe condition.
- Maintain all bicycles must be in good working order and maintained to a safe standard.
- Keep the Bike Share Kiosk and surrounding area and equipment must be free of debris and graffiti.

- Adequately maintain all surfaces of the Bike Share Kiosk so they are not hazardous to Bike Share Kiosk users.
- Sweep out debris from Bike Share Kiosk on an as-needed basis to allow proper drainage.
- Promptly remove graffiti, stickers, and other detritus which may occur
- Maintain accessibility to individuals with disabilities per the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

12.2.4 Complaints:

If the City receives citizen complaints, a field investigation will be completed by the City. Complaints to the City should be directed as described in Section 10 of this Agreement. The City will notify Bike Share Vendor of any citizen complaint prior to investigation and will provide Bike Share Vendor with a copy of the complaint. If the maintenance level of the Bike Share Kiosk is deemed unacceptable by the City, Bike Share Vendor will be sent a letter regarding the situation and given the opportunity to respond in writing within seven (7) calendar days. Lack of proper response to the complaint could result in a warning, a modification to this Agreement, if agreed to by the Parties, and/or revocation of the Agreement.

12.2.3 Failure to Maintain Bike Share Kiosk

In the event the Bike Share Vendor fails to manage, maintain, and operate the Bike Share Kiosk in good working order acceptable to the City, the City, and/or its authorized agents, employees, or contractors shall provide written notice of a violation to the Bike Share Vendor. If such a violation is not corrected to the reasonable satisfaction of the LADOT within thirty (30) days thereafter, or is not corrected within such a reasonable time as may be required to cure the violation if said violation cannot be cured within thirty (30) days provided that acts to cure the violation commence within thirty (30) days and must thereafter be diligently pursued to completion by the Bike Share Vendor, the City may, without further notice, declare a default under the terms of this Agreement and revoke the permit and/or and may bring any action necessary to specifically enforce the obligations of the Bike Share Vendor growing out of the terms of this Agreement, or apply for such other relief as may be appropriate. Notwithstanding the above, if an emergency situation exists, the City may take whatever actions are reasonably necessary in the circumstances to abate the imminent threat.

It is expressly understood and agreed that the City is under no obligation to manage and/or operate the Bike Share Kiosk and in no event shall this Agreement be construed to impose any such obligation on the City.

The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law available to the City as a result of the Bike Share Vendor's failure to operate, manage, and maintain the Bike Share Kiosk.

12.4 Additional Management Services

Bike Share Vendor shall promptly notify LADOT in writing of:

- Any accidents or other incidents which have caused or may cause injury to persons or property, if known, occurring at the Bike Share Kiosk or with any bike Share Equipment.
- Any claim for injury, death, property damage or theft which may be asserted against Bike Share Vendor with respect to the Bike Share Kiosk or Equipment.
- Bike Share Vendor shall promptly notify LADOT, in writing, of any unusual conditions of which Bike Share Vendor is aware that may develop in the course of the Bike Share Kiosk operation including, but not limited to, fire, flood, casualty and substantial damage of any kind.

LADOT shall provide Bike Share Vendor with the acceptable format for accident and incident reporting, which may be supplemented by Bike Share Vendor.

Bike Share Vendor shall designate a person primarily responsible for documents, and responding to and resolving claims for loss or damage including insured claims for loss or damages. Bike Share Vendor shall provide LADOT with the name, address and telephone number of such person within thirty (30) days of the date of this Agreement.

Section 13 No Additional Liability/No Third Party Beneficiary

It is the intent of this Agreement to ensure the proper operation, management and maintenance of the Bike Share Kiosk by the Bike Share Vendor; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party, This Agreement is not intended to, and does not, create any private rights of action to third parties; no third parties are the intended beneficiaries of this Agreement.

Section 14 Performance Bond or Security Deposit

The City may request the Bike Share Vendor to provide a performance bond, security, or other appropriate financial assurance, acceptable in amount and form to the City, providing for the operation, and/or maintenance, and for the removal of the Bike Share Kiosk and restoration of the Public Right-of-Way if the agreement is revoked pursuant to the City's ordinances, guidelines, criteria, or written direction.

Section 15 Severability

If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term, or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

Section 16 All Legal Provisions Deemed Included

It is the intent and understanding of the parties of this Agreement that each and every provision of law required to be inserted in the Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Section 17 Effective Date and Modification

This Agreement is effective upon the date of execution by the Parties to this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Bike Share Vendor at the time of modification. Such modifications shall be effective upon the date of execution and may be recorded.

Section 18 Authorized Signatures

The individual(s) signing this Agreement on behalf of the Bike Share Vendor, hereby confirm that they are authorized by the relevant incorporating documents, including bylaws if any, of the Bike Share Vendor to sign and approve this Agreement on behalf of the Bike Share Vendor.

Section 19 Miscellaneous Provisions

18.1 Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action, cause of action, lawsuit, claim, or legal

Section 19 Miscellaneous Provisions

18.1 Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action, cause of action, lawsuit, claim, or legal proceeding of any kind related to or arising under this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

18.2 No Limitations on City's Police (or Authorized) Powers. Nothing herein is intended to, nor does, limit the City's police power, nor limit the ability of the City, Los Angeles County, and/or their authorized agents, employees, and/or contractors from taking any and all actions authorized under Federal, State, or local law.

18.3 No Waiver. No failure by the City to insist on the strict performance of any obligation of Bike Share Vendor under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof, shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement. No acts or omissions by the City, or any agent(s) of the City, shall waive any or all of the City's rights under this agreement.

18.4 Complete Agreement. This Agreement represents the complete understandings and agreement of the parties and no prior oral or written understandings are in force and effect.

18.5 Headings. The headings in this Agreement are for reference and convenience of the parties and do not represent substantive provisions of this Agreement.

This Agreement may not be amended, modified, or otherwise changed except by a written agreement duly executed by LADOT and Bike Share Vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement in Los Angeles County, California, effective upon the date of execution by the Parties to this Agreement.

City of Los Angeles, a California municipal corporation

By: _____ Dated:
Jaime de la Vega
General Manager
Los Angeles Department of Transportation

Approved As To Form:

By: _____ Dated:
Michael Nagle, Deputy City Attorney

_____ (legal name of individual or business) (Bike Share Vendor)

By: _____ Dated:
_____ (legal designation or title)

ATTACHMENT A – Signed and Approved Site Plan(s) for Bike Share Kiosk(s)
Located at: _____, dated _____

ATTACHMENT B – Form Gen. 146 Required Insurance and Minimum Limits

REVOCABLE PERMIT
INTER-DEPARTMENTAL ROUTING TRANSMITTAL
 City of Los Angeles – Bureau of Engineering

Submittal of:			
R-Permit Ref No:		Thomas Guide:	
Project Location:			
Applicant:			
Contact:		Phone:	
Address:		Fax:	

TO:		Date submitted:	
Name:		Phone:	
Dept/Bureau:		Fax:	
Location:		Mail Stop:	
For:	Review of		

PLEASE REVIEW AND RETURN (FAX) TO:		Date received:	
Name:		Phone:	
Office:		Fax:	
Location:		Mail Stop:	

Reviewer's Name	Recommendation (Check One)			Reviewer's Signature
	A	B	C	

Comments: _____

Recommendation: A – Approved
 B – Approved with Conditions (see Comments)
 C – Not Approved (see Comments)

Recording Requested by and
Recorded Document to be
Forwarded
to:

**City of Los Angeles
Department of Transportation
Bike Share Permits
100 S. Main St.
9th Fl. Counter
Los Angeles, CA 90012**

**WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF
INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND**

WHEREAS,

_____ is the
owner of real property located at: _____

In the City of Los Angeles, County of Los Angeles, State of California, described as bike share kiosks and bicycles in the official records of the County of Los Angeles in _____ Book, Page _____ which land is bounded by or subject to an easement of right-of-way owned by the City of Los Angeles; and

WHEREAS, said owner has applied to the City of Los Angeles, hereinafter referred to as the City, for permission to install, construct, maintain, and/or use as temporary improvements bike share kiosks and related equipment in the right-of-way or easement at the above described property,

NOW THEREFORE, in consideration of the City granting revocable permission to the applicant to install, construct, maintain and/or use the said improvement in the right-of-way or easement, the undersigned owner, and for the owner's heirs, successors in interest and assignees, does hereby agree as follows:

1) To indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss or expense of whatsoever kind and nature sustained or incurred by the City by reason of this grant of revocable permission in, on, through and/or over said easement of right-of-way of the City. Permittee hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon. Permittee further agrees to acquire and thereafter to perpetually and permanently maintain public liability and property damage insurance in the policy limits established by the grant of revocable permission, with the policy of insurance naming the City of Los Angeles as an additional insured.

2) To waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to said improvement, , or any adjacent properties, or relate to permissive use granted, by virtue of the use, construction, maintenance or other act with said easement or right-of-way or under authority of said City, or for any damage due to substances or activities emanating from within or without such City facilities.

3) To remove all said improvements, and restore the affected right-of-way or easement, without expense to the City at the request of the General Manager of said City, or its officers, employees, or agents by virtue or revocation of the permit.

4) To maintain the improvement at all times to the satisfaction of the City or to reimburse the City for expenditures for maintaining the improvements should the undersigned fail to do so.

5) To grant to the City, its agents, representatives, officers and employees the right of ingress and egress over the above described improvement to any or all portions of said street, easement or right-of-way including the portions covered by buildings, furnishing, or equipment, for the propose of construction, maintenance, repair, reconstruction or removal, or other lawful acts in or to said easement or right-of-way.

6) This permission is not in lieu and in no way relieves the property owner, and owner's heirs, successors in interest or assigns from contributing to or assessments for City improvements at, in, on or about said right-of-way or easement.

7) This agreement shall remain in full force and effect until released by the Department of Transportation and the City of Los Angeles.

This waiver shall be and constitute a covenant running with the land and be binding upon the heirs, executors, administrator, successors in interest, assignees as their interest may appear, and may be recorded by either said owners of the City of Los Angeles.

IN WITNESS WHEREOF, the owner has caused these presents to be executed this _____ day of _____, 20_____.

NAME

Print or Type

Signature

NAME

Print or Type

Signature

NAME

Print or Type

Signature

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES} ss,

On this _____ day of _____ 20_____, before me, a Notary Public in and for said
County _____ and _____ State _____ personally _____ appeared
_____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.**

WITNESS my hand and official seal,

Signature of Notary Public (Notary Seal)

Accepted by the General Manager of the City of Los Angeles on _____
20_____.

BY: _____.

Recording Requested by and
Recorded Document to be
Forwarded
to:

**City of Los Angeles
Department of Transportation
Bike Share Permits
100 S. Main St.
9th Fl. Counter
Los Angeles, CA 90012**

COVENANT AND MAINTENANCE AGREEMENT

The undersigned hereby certify that (I am) (we are) the owners of the hereinafter described real property located in the City of Los Angeles, County of Los Angeles, State of California (See Attached Exhibit "A" – Siteplans of Bike Share Kiosks)

That in consideration of the approval of the Revocable Permit Request titled: _____, we hereby promise, covenant and agree to and with said City to maintain the encroachments _____ in the right-of-way, at no cost to the City. Failure to do so will result in City Action at the permittee's expense.

We hereby promise, covenant and agree to and with said City to remove the encroaching portion in the right-of-way, at no cost to the City upon request within 90 days and provide improvements to the satisfaction of the General Manager of the Department of Transportation.

That this Covenant and Agreement shall be binding upon any further owners, encumbrances, successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the General Manager for the Department of Transportation of the City of Los Angeles.

(Signed) _____ (Dated) _____

(Print) _____ (Title) _____

(Signed) _____ (Dated) _____

(Print) _____ (Title) _____

+++++

Approved by:

Approved as to Form and Legality:

General Manager, Department of Transportation

Deputy City Attorney

Date: _____

Date: _____

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: _____

Date: 3/5/2013

Agreement/Reference: Bike Share Agreement to Install, Construct, Maintain and Operate Bike Kiosks on City Right-of-Way

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000.00

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____

\$1,000,000.00

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000.00

____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability**

____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

____ **Crime Insurance**

Other: General Notes:

1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Sent to Michelle Mowry @ DOT

City of Los Angeles
Department of Transportation – Bicycle Program
BIKE SHARE PLAN APPROVAL

PLEASE APPLY ONLINE: <http://eng.lacity.org/bikeshare>

LOCATION

SITE ADDRESS (attach list for multiple locations): _____

DESCRIPTION: _____
(Sidewalk, Plaza, Metered Parking Space, Unmetered parking space, etc.)

COUNCIL DISTRICT _____

DEPARTMENT OF TRANSPORTATION DISTRICT OFFICE: _____

APPLICANT

NAME (Agent): _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

PROGRAM NAME: _____

PERMIT WILL BE ISSUED TO: _____ OWNER _____ AGENT

AGENT (Same as Applicant)

NAME: _____

ADDRESS: _____

TELEPHONE: _____

City of Los Angeles
Department of Transportation – Bicycle Program
BIKE SHARE PLAN APPROVAL

1. Submit application **ONLINE** at:

<http://eng.lacity.org/bikeshare>

2. Include with application:

- Diagram(s) 8-1/2" x 11" or 11" x 17" showing **each** bike share kiosk location and placement; property lines; surrounding businesses and names; sidewalk widths; driveways; colored curb zones; building stand pipes and/or storm drains; existing parking stall and meters (if any); adjacent bike and travel lanes; bus stops; painted or raised medians; and any relevant surface obstructions such as street furniture, street trees, bicycle racks, fire hydrants, etc.
- Include dimensions, elevations, details, north arrow, adjacent street names
- Photograph(s) of location

3. The Department of Transportation Bicycle Program will review the application and notify you by email of the fees required including staff time recovery and deposit of a bond for the placement of each kiosk in the event the bike share vendor is unable to remove the equipment as required by the City.

4. The LADOT Bicycle Program will conduct a field investigation of the proposed kiosk locations. The Bike Share Kiosk locations will be reviewed and approved by the LADOT Bicycle Program.

5. Once the vendor has completed the MOU and has received Bike Share Plan Approval from the Department of Transportation, the Vendor may proceed to the Department of Public Works Bureau of Engineering to obtain an A Permit. An A Permit is available at any Public Works Permit counter (listed below). Permit fees will be assessed at Permit Counter

<u>Central District Office</u> 201 N. Figueroa St. 3 rd Floor, Station 20 (213) 482-7030	<u>Harbor District Office</u> 638 S. Beacon St. 4 ^h Floor (310) 732-4677	<u>Valley District Office</u> 6262 Van Nuys Blvd. 2 nd Floor, Rm. 251 (818) 374-5090	<u>West LA District Office</u> 1828 Sawtelle Blvd. 3 rd Floor (310) 575-8384
--	--	--	--

6. Standard conditions may include (but not be limited to):

- Waiver of Damages Agreement (recorded with the property)
- Proof of Liability Insurance
- Bond Requirement
- Approval from other City Agencies (Cultural Affairs, Bureau of Street Services, etc.)
- Approval of non-standard materials
- Other specific conditions may apply depending on the situation
- Construction Permits (A-Permit).

7. Once all of the conditions are satisfactorily complied with and the construction has been approved by the LADOT Bicycle Program, the A Permit will be issued by the Department of Public Works Bureau of Engineering.

SEC. 85.04. BICYCLE PARKING ZONES – RACKS.

(Amended by Ord. No. 148,960, Eff. 2/7/77.)

(a) **Establishment of Zones.** When the department shall determine that the establishment of a bicycle parking zone is reasonably necessary or desirable for the regulation of traffic, or to provide facilities for the parking of bicycles being operated upon the public streets, or to safeguard life or property, it is hereby authorized to set aside a space along and adjacent to the curb or between the curb and the property line for the exclusive use of the parking of bicycles; provided that the distance between the curb and the property line which remains available for pedestrian use shall be determined by said department to be sufficient for said use. When a bicycle parking zone is established, the department shall cause appropriate signs or curb markings to be installed thereat, giving notice that parking of motor vehicles is prohibited, and it shall thereupon be unlawful for any person to stop, stand or park a motor vehicle within or in front of such zone.

(b) **Bicycle Racks Permit Requirements:**

1. No person shall install or maintain a bicycle parking rack on any sidewalk or street except within a bicycle parking zone. No person shall install or maintain any such rack without a revocable permit from the department. In addition, installation or modification of any permanently fixed structure will be subject to the Board of Public Works permit requirements as specified in Section 62.105 of this Code.

2. Each application for a revocable permit hereunder must be in writing upon a form provided by the department. It must set forth the proposed location of the bicycle parking rack and must be accompanied by a sketch of the proposed rack showing detailed plans and specifications thereof. Bicycle parking racks within the public right-of-way shall be reflectorized. The type of reflectorization shall be shown in the specifications for each proposed rack. Each application must be accompanied by a written instrument signed by the owner or person in lawful possession or control of the property abutting upon the public street at the place where the bicycle parking rack is proposed to be located giving consent to its installation and maintenance. If the revocable permit is granted, the bicycle parking rack authorized by the permit must conform in all respects to the sketch.

SEC. 67.02. CONSTRUCTION OF SIGNS ON STREETS OR OTHER PUBLIC PROPERTY.

(Added by Ord. No. 78,537, Eff. 11/8/37.)

(a) No person shall erect, construct, or maintain or cause or permit to be erected or constructed or maintained any outdoor advertising structure, accessory sign, post sign or advertising statuary or any other sign or sign device upon any sidewalk, street, alley or other public place or to paint, paste, print, nail, tack or otherwise fasten any card, banner, handbill, sign, poster or advertisement or notice of any kind, or cause the same to be done on any curbstone, lamppost, pole, hydrant, bridge wall or tree upon any public sidewalk, street, alley or other public place, or upon any private property without the lawful permission of the property owner or authorized agent, except as may be permitted or required by ordinance or law. **(Par. designated (a) by Ord. No. 152,930, Eff. 10/19/79.)**

(b) The provisions of Subsection (a) of this section, however, shall not apply, to transit shelters exempted by the City Council from said provisions. **(Added by Ord. No. 152,930, Eff. 10/19/79.)**

(c) The provisions of Subsection (a) of this section, however, shall not apply to existing structurally attached advertising signs in areas of the public way dedicated under Planning or Zoning actions or Section 12.37 of this Code where the dedicated area is not presently utilized by the City for street purposes. In such cases, the sign must comply with all provisions of Chapter IX, Article 1, Division 62 of this Code (LAMC Section 91.6201, et seq.) and observe all Americans with Disabilities Act (A.D.A.), visibility and safety regulations. In addition the property owner must obtain a Revocable Permit from the Board of Public Works for allowing the sign to remain in the dedicated area. **(Added by Ord. No. 170,419, Eff. 4/16/95.)**