

City of Plano –Bike share Program Permit Application



**PLANO BIKE SHARE PILOT PROGRAM
PERMIT CHECKLIST**

Application Type (check one): New Renewal

Applicant Information

Name of Bike Share Operator Applicant			
Contact Name			
Mailing Address			
Phone Number 1		Phone Number 2	
Email Address			
Website			

Applicant certifies that all Shared Bicycles meet the following criteria:

	Approvals for “Home Zone” locations shall be received prior to submitting the permit application.
	All Shared Bicycles shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter 11, Subchapter C, Part 1512 - Requirements for Bicycles (as amended). Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 - Cycles, subsection 4210 (as amended).
	All Shared Bicycles shall meet the bicycle requirements in the Texas Transportation Code, including for lights and reflectors, and all other state, federal and local requirements.
	All Shared Bicycles shall Have an emblem of Permittee, current contact information (including telephone number and email address for relocation requests) and a unique identifier prominently displayed on the bicycle.
	All Shared Bicycles shall be high quality and sturdily built to withstand the effects of weather and constant use for at least five years.
	All Shared Bicycles shall accommodate a wide range of users.
	All Shared Bicycles shall be well-maintained and in good riding condition.
	All Shared Bicycles shall not display third-party advertising.

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Applicant acknowledges and agrees to all of the following general requirements:

	Permittee shall not place or attach any personal property (other than bicycles), fixtures, or structures to Right of Way or Parks without the prior separate written consent of the City Manager and such writing shall be a part of this permit.
	Permittee shall not adversely affect the property of any third parties during the use of the Right of Way and Parks.
	Permittee shall not inhibit pedestrian movement or ADA access within Rights-of-Way, Parks and Other City Property.
	Permittee shall not create conditions which are a threat to public safety and security.
	Permittee and the City will collaboratively identify designated bicycle parking zones known as “Home Zones” to station bicycles. In the event the parties cannot agree, the City Manager, or his designee, shall be the final arbiter for designating Home Zones.
	The Home Zones shall be identified on an up-to-date online map, to be maintained by Permittee, and available for viewing by the City at all times. Link and password, if any, to be provided at time of permit.
	Bicycles in the Bicycle Fleet shall be parked on the sidewalk, or other hard surface, or at a public bicycle rack, or in a City Park, or at another City- owned location with prior written approval of the City.
	Bicycles shall only be parked on hard surfaces (e.g. concrete, asphalt, and brick).
	Bicycles shall not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps or within the visibility triangle as defined the City’s Thoroughfare Standards.
	Bicycles parked on sidewalks must not reduce the minimum ADA clear sidewalk width of thirty-six (36) inches.
	Bicycles shall not be parked on blocks where the sidewalk is less than forty-eight (48) inches in width.
	On blocks without sidewalks, bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
	The City reserves the right to determine certain block faces where bicycle parking is prohibited.

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	<p>Bicycles shall not be parked in any way blocking:</p> <ol style="list-style-type: none"> 1. Transit stops, shelters or platforms; 2. Commercial loading zones; 3. Rail Road tracks and crossings; 4. Passenger loading zones or valet parking service areas; 5. Disabled parking zone; 6. Street furniture that requires pedestrian access 7. Curb ramps; 8. Entryways; and 9. Driveways.
	<p>Bicycles parked in residential areas that do not impede pedestrian travel shall be allowed to remain in place for up to forty-eight (48) hours after they are parked. However, upon receiving any complaint or request, Permittee shall relocate or rebalance according to minimum performance standard requirements.</p>
	<p>Bicycles in Parks must be parked to allow sufficient width for accessible pedestrian travel.</p>
	<p>Bicycles shall stand upright when parked.</p>
	<p>Bicycles may be parked on private property only with the permission of the private property owner.</p>
	<p>With the advance approval of the City, Permittee may indicate virtual bicycle racks with paint or decals where appropriate to guide riders to these preferred, though not required, parking zones in order to assist with orderly parking of bicycles throughout the City. The City, at its own discretion, may choose to support bike sharing with the installation of additional bicycle racks or designated bicycle parking zones.</p>
	<p>Permittee may remove Home Zones at their discretion but City shall to be notified and online map shall be updated; however, Permittee shall remove Home Zones upon City request.</p>
	<p>Permittee shall actively manage the Bicycle Fleet to ensure orderly parking and free and unobstructed use of the Right of Way and Parks. Any bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by Permittee according to minimum performance standard requirements.</p>
	<p>Permittee shall provide the City with a current contact name and phone number for staff that are capable of relocating, rebalancing, removing, and repairing their Bicycle Fleet. Permittee shall notify City of any changes to contact information within 24-hours.</p>
	<p>Permittee shall educate users regarding laws applicable to riding and operating a bicycle in the City of Plano.</p>

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	Permittee shall notify customers that bicyclists shall not ride on sidewalks in Downtown Plano, Legacy Town Center District, and Memorial Park.
	Permittee shall instruct customers on how to park a bicycle legally and properly.
	Permittee shall provide a mechanism for customers to easily and quickly notify the company that there is a safety or maintenance issue with the bicycle, such as in the mobile application.
	Permittee shall maintain a 24-hour customer service phone number for customers to report safety concerns or complaints, or ask questions.
	Permittee shall at the discretion of the City, distribute a customer survey developed by the City before the end of the pilot term.
	Permittee shall with direction and guidance from the City, lead outreach efforts to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on the location of bicycle Home Zones, program operations and program feedback.
	City assumes no liability for loss or damage to Permittee's bicycles or other property. Permittee agrees that City is not responsible for providing security at any location where Permittee's bicycles are stored or located, and Permittee hereby waives any claim against City in the event Permittee's bicycles or other property are lost or damaged.
	Permittee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Permittee's use of Right-of- Way, Parks and other City Property. Should Permittee fail to repair, replace or otherwise restore such real or personal property, Permittee expressly agrees to pay City's costs in making such repairs, replacements or restorations.
	Permittee shall be solely responsible for all maintenance and service costs in order to maintain the Bicycle Fleet and associated maintenance to minimum level of service and reporting according to minimum performance standard requirements.
	Permittee shall be responsible to correct improperly parked bicycles within the timeframes outlined in Section 14 of the Permit Requirements.
	Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the Right-of-Way within 24 hours after notice from the City, and shall be repaired before the bicycle is returned to revenue service.
	Permittee shall give the City special rights access, via Permittee's app or other device, to immediately unlock and remove bicycles blocking access to the Right of Way or Parks.
	Any bicycle found and retrieved by the City in a stream, lake, or other water body shall be deemed unsalvageable and may be immediately discarded.
	Nonexclusive Permit: This permit is nonexclusive and is subject to i) any existing utility, drainage, or other facility located in, under, or upon the Right-of-Way or Park; ii) to any existing permit, easement or other similar interest granted by City to any individual, corporation or other entity, public or private; and iii) to all other matters of record.

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	<p>Superior Right: This permit is subject and subordinate to the prior and continuing right of City, its successors and assigns to use all of the public property for the public benefit. City, for itself and other permitted users, reserves full rights, consistent with the rights herein granted.</p>
	<p>Revocable: This permit is revocable and may be terminated by either party for convenience upon thirty (30) days written notice.</p>

Applicant acknowledges and agrees to all of the following minimum performance standard requirements:

	<p><u>Customer Service:</u> The app will be operational 99.5% of the time (uptime). Permittee shall provide the City with uptime reporting.</p>
	<p><u>Distribution and Usage:</u> Fleet will focus on serving people in the City of Plano. No more than three (3) bikes shall be deployed in a Home Zone without consent of City. Permittee shall provide the City with maps showing aggregate/heat map usage patterns.</p>
	<p><u>Bicycles in Service:</u> Number of bicycles shall be commensurate with expected level of service. Permittee shall provide City with daily uptime reports showing number of bicycles in service.</p>
	<p><u>Rebalancing:</u> General rebalancing shall occur no less than weekly. Upon request or complaint, bicycles will be relocated or rebalanced within two (2) hours of receiving notice, Monday – Friday from 8am - 8pm, not including State and Federal holidays. At all other times, within 24 hours of receiving notice.</p>

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Applicant acknowledges and agrees to all of the following data sharing requirements:

	Permittee agrees that the City may use a third-party researcher to evaluate the bike share program. Permittee will share data with the third-party researcher or the City for purposes of evaluating or enforcing the requirements of this pilot program.
	Permittee shall provide weekly reports to the City in order to help the City measure the success of the bike sharing program in serving its residents and visitors and improving the livability and mobility of City of Plano residents and visitors.
	Permittee shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
	<p>At the City’s request, Permittee shall provide reports including but not limited to:</p> <ol style="list-style-type: none">1. Aggregated breakdown of customers using bicycles in the City as to whether they are Plano residents or not.2. Number of reported collisions, and primary collision factor, if available.3. Within City boundaries: the total number of trips taken per day, total number of trips by hour of the day, plus monthly and cumulative totals.4. At least once during the pilot period, Permittee will conduct a survey of its users in the City focused on age and will provide aggregated data to the City. Age will be reported into these age groups: 5-17, 18-24, 25-34, 35-44, 45-54, 65 and over.

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Applicant acknowledges and agrees to all of the following fees and escrow costs

	<p><u>Permit Fee:</u></p> <p>Permittee shall pay City the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) upon submission of application.</p> <p>All permit payments shall reference this Bike-Share Permit on the check and shall be paid to City at the following address:</p> <p>City of Plano, Texas Attention: Accounting Department P. O. Box 860279 Plano, TX 75086-0358</p>
	<p><u>Escrow Accounts:</u></p> <p>Upon submission of application, the Permittee shall provide \$5,000.00 in cash per 1,000 bicycles (not prorated) that the City will hold in escrow for the term of this Permit. In the event of default and termination as described in Terms and Conditions below, the City may use such funds to remove or dispose of the Bicycle Fleet or any part thereof or repair City property that was damaged by the Permittee or its customers or invitees. At the conclusion of the term of this Permit, the City will return such funds to Permittee or its designee within thirty days after the City receives a written request for a refund from the Permittee.</p>

Required Attachments:

	1. Certificate of conformance to 16 CFR part 1512 for each import shipment of bikes.
	2. Proof of insurance (see Insurance Requirements)
	3. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles.
	4. Description of the procedures for customers to notify the company that there is a safety or maintenance issue with the bicycle.
	5. Description of pricing structure, rates, and method(s) of communication to the customer.
	6. Maintenance, cleaning and repair plan.
	7. Images and description of bicycle and mobile application.

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	8. Service area and Home Zones including any planned expansions during the permit period (in ESRI ArcGIS shape file format).
	9. Plan for educating users on proper bicycle parking.
	10. Privacy policy.

BIKESHARE PERMIT TERMS AND CONDITIONS

1. Liability Insurance.

During the permit term Permittee shall maintain a policy of general liability insurance at Permittee's expense insuring Permittee against liability assumed by Permittee hereunder and insuring Permittee and City against liability arising out of or in any way incident to use or occupancy of City property. Such policy or policies shall provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors.

City, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Permit. All policies shall be endorsed to provide a waiver of subrogation in favor of the City. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the City Manager of the City of Plano." The insurance carrier must be authorized to do business in the State of Texas and the must be rated A- or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to City prior to City's approval and execution of this Permit. Subsequent certificates of insurance shall be provided to City whenever Permittee renews, changes or amends their insurance policies or upon request by City.

2. Indemnity.

Permittee shall defend, indemnify, protect and hold City, its officers, directors, parents, subsidiaries, affiliates, agents, servants and employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Permittee) or entity for personal injury, bodily injury, including death, or damage to property whether or not arising from the sole or concurrent negligence or fault of City or employees or independent contractors directly responsible to City arising out of, incident to, or in anyway connected with Permittee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on City property or any condition of City property.

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3. Compliance with Law.

Permittee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Permittee's use thereof. Permittee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

4. Condition upon Termination.

Upon termination of this Permit due to default or convenience to the Permittee, Permittee shall immediately vacate the Right-of-Way and Parks, removing all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All personal property not removed at City's request shall become City's property at no cost or expense to City. Upon termination of this Permit for default of or convenience to the City, Permittee shall have fourteen calendar days to remove all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All person property not removed at the City's request at the end of the fourteen-day period shall become City's property at no cost or expense to City.

5. Assignment and Subletting.

This Permit is personal to Permittee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of City.

6. Notices.

All written notices required under this Permit must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

CITY

City of Plano, Texas
Attention: City Manager
P. O. Box 860358
Plano, TX 75086-0358

with copy to:

City of Plano, Texas
Attention: City Attorney

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P. O. Box 860358
Plano, TX 75086-0358

PERMITTEE

Each party may change the address to which notices are to be sent by giving the other party notice, within ten (10) days, of the new address in the manner provided by this paragraph.

7. Default.

It is understood and agreed that, in case of default by Permittee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after City notifies Permittee of such default, City may, at its election, terminate this Permit and upon such termination all rights of the Permittee hereunder shall cease and come to an end. If such termination results from Permittee's default there shall be no prorated refund to Permittee of the permit fee for the then current term; however, in the event that termination of this Permit is for the convenience, City shall refund to Permittee the prorated portion of the permit fee for the then current term. If Permittee files for bankruptcy it shall be a default under this Permit, City may waive this default in writing at its discretion.

8. Prior Agreements.

This Permit constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Permit.

9. Texas Law.

This Permit shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Collin County, Texas.

10. Amendment.

No amendment, modification, or alteration of the terms of this Permit shall be binding unless it is in writing, dated subsequent to this Permit, and duly executed by the parties to this Permit.

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11. Authority to Sign.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Permit on behalf of the parties hereto.

Applicant Signature

Print Name & Date

For questions, contact Engineering at 972-941-7198 or email Engpermits@plano.gov