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LADOT

2020 DOCKLESS MOBILITY
SIX-MONTH PERMIT EXTENSION



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BACKGROUND

The Los Angeles Department of Transportation (LADOT) is providing a six-month permit extension effective from March 15, 2020 through September 15, 2020. Existing one-year dockless permits will expire on March 15, 2020.

After the effective permit date, LADOT will test and refine compliance enforcement, develop new equitable access strategies, and analyze impacts of a new fee structure. All existing service providers may apply for a permit extension upon submitting applicable documents. During the extension period, operators will be required to continuously demonstrate compliance with program guidelines and regulations similar to the one-year pilot.

Following the six-month permit extension, LADOT will establish a one-year formal program open to existing and new operators enabled by a new, annually renewable permit program with new requirements, fee schedule, compliance and enforcement framework, equity zones, fleet allowances, and incentives. The permit year will run from September 2020 to September 2021.

Operators interested in obtaining the six-month permit extension must fill out the application as well as meet requirements related to data collection, insurance, indemnification, and performance deposit provisions. Beginning March 5, 2020, LADOT will begin accepting Permit applications from operators. All applications will be due on or before March 13, 2020 by 5:00 p.m. Applications received after March 13 will not be eligible to obtain a six-month permit extension. Depending on the amount of applications received, please allow up to 15-20 business days for processing.



APPLICATION INSTRUCTIONS

The following application outlines the City of Los Angeles requirements for a dockless bike share and scooter share Operator to obtain the six-month permit extension.

One hard copy of the application with attachments must be submitted in person or by mail, and one digital copy (PDF) must be emailed to ladot.innovation@lacity.org. Applications can be delivered to:

Jose Elias, Project Manager
Los Angeles Department of Transportation
100 S Main St., 10th Floor
Los Angeles, CA 90012

Permit processing will take approximately 15-20 business days upon receipt of complete application. If application is received incomplete, expect delays in processing. Applications and fee payment are due no later than **March 13, 2020**. Failure to submit a complete application will result in disruption of service.

Unless otherwise specified, operators must include all attachments listed below. The application will be considered incomplete until the required attachments and documentation have been received.

- Application Agreement
- Indemnification
- Insurance Requirements
- Permit Fees
- Fleet Information
- MDS Compliance Verification E-mail from ladot.innovation@lacity.org
- Service Model and Vehicle Synopsis
- Implementation Plan
- Operator Survey Agreement
- MyLA311 Integration
- 24 hr. Contact information
- Permit Application Check List



APPLICATION AGREEMENT

(I/We) the undersigned declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity in this application; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

Any Vehicle that is parked in one location for more than 5 consecutive days without moving may be removed by the City's Bureau of Sanitation and taken to a City facility for storage at the expense of the Operator. Bureau of Sanitation shall invoice the violating Operator for fees incurred.

Any fees arising from the need for City crews to relocate or remove vehicles from any location where a vehicle is prohibited under this permit shall equal the Bureau of Sanitation's Maintenance Laborer hourly rate plus any additional storage/impound fees.

Date
Printed Name
Authorized Signature



INDEMNIFICATION

AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS (“Agreement”)

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City’s issuance of or decision to approve the Operator’s Permit, the process used by the City in making decisions, Operator’s participation in the Shared Mobility Device Pilot Program, the Operator’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator’s device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator’s sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

SEVERABILITY AND GOVERNING LAW. If any provision or portion of this Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Permit shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

AMENDMENT/INTERPRETATION OF THIS PERMIT. This Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The City, at its sole discretion pursuant to Los Angeles Municipal Code Section 71.29, may amend any term or condition of this Permit as necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions.



CPRA INDEMNITY LANGUAGE. ("Company") undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose Company's trade secrets or other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Company's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. Company shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose Company's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose Company's information. Further should Company choose to intervene in any court action relating to the City's refusal to disclose Company's information, the City shall not oppose Company's motion to intervene. Company shall be discharged of its obligations to the City under this provision in any circumstance where Company provides written confirmation to the City that 1) all of the requested records at issue are not Company trade secrets, technical, financial or other similar information or personally identifiable customer data and 2) the City may release said records to the requester.

I have reviewed, understand, and agree to comply with the above indemnification language

Date

Printed Name

Authorized Signature



INSURANCE REQUIREMENTS

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors

Minimum Scope and Limits of Insurance

- Proof of general commercial liability insurance with a minimum liability limit of \$5,000,000 and that lists the “City of Los Angeles, its officers, agents and employees” as Primary additional insureds.
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the “City of Los Angeles, its officers, agents and employees” as Primary additional insureds.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): insurance Service Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed: operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence.
2. Workers' Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. Umbrella Insurance: Operator shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
4. Performance Bond: Operator shall maintain in effect at all times during the term of this Agreement, a valid Performance Bond, in the amount of \$80 per vehicle payable without condition to the City of Los Angeles.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Los Angeles requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage and shall be available to the City of Los Angeles.



Other Insurance Provisions

1. **The insurance policies are to contain, or be endorsed to contain, the following provisions:**
 - a. **Additional Insured Status:** The City of Los Angeles, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. CGL coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37).
 - b. **Primary Coverage:** For any claims related to this Agreement, the Operator's insurance shall be primary coverage as least as broad as Insurance Service Office Form CG 20 01 13 as respects the City of Los Angeles its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees or volunteers shall be in excess of the Operator's insurance and shall not contribute with it.
 - c. **Notice of Cancellation:** Each insurance policy required herein shall show that coverage shall not be canceled except after notice has been given to the City of Los Angeles.
 - d. **Waiver of Subrogation:** Operator hereby grants to the City of Los Angeles a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Los Angeles by virtue of payment of any loss. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Los Angeles has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Los Angeles for all work performed by the Operator, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Los Angeles. The City of Los Angeles may require the Operator to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the city of Los Angeles.



Acceptability of Insurers

Insurance is to be place with insurers authorized to conduct business in California with current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Los Angeles

Verification of Coverage

Operator shall furnish the city of Los Angeles with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Los Angeles before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Permit the same shall be deemed a material breach of all Permit. The City, at its sole option may terminate this Permit and obtain damages from the Operator resulting from said breach.

I have reviewed, understand, and agree to comply with the above Insurance language

Date
Printed Name
Authorized Signature

***Applications may take 7 to 10 business days to receive and verify insurance requirements.**

The following required insurance documentation can be submitted on-line by visiting:

[HTTP://kwikcomply.org](http://kwikcomply.org)



PERMIT FEES

- Six-Month Permit Application Fee of \$10,000 (non- refundable)
- Six-Month Permit vehicle fee of \$65/vehicle
- Six-Month Permit DAC vehicle fee of \$20/vehicle (Optional)
- Fleet size: 10,500 Maximum

TOTAL FEES CALCULATION:

Non-DAC subtotal example: 3,000 vehicles x \$65 (vehicle fee) = \$195,000
 + \$10,000 (Permit Fee) = \$205,000

of vehicles _____ X \$65 (vehicle fee)= _____ + \$10,000.00 (Permit Fee) = _____

* Operators may be allowed to add up to an additional 2,500 vehicles in disadvantaged communities (DAC) that scored at or above the 75th percentile as defined by the CalEnviroScreen 3.0. Operators may also be allowed to add an additional 5,000 vehicles in DAC's within the San Fernando Valley. Vehicles deployed in these communities will have a rate of **\$20.00/vehicle**.

DAC subtotal example: 7,500 vehicles x \$20.00 = \$150,000

Vehicles in San Fernando Valley (DAC) _____ (5,000 Max)

Vehicles in Non-San Fernando Valley (DAC) _____ (2,500 Max)

Total # DAC Vehicles _____ x \$20.00 = _____

Total Example: \$195,000 Non-DAC subtotal + \$150,000 DAC + \$10,000 Permit Fee = \$355,000

Non-DAC subtotal + _____ + DAC subtotal _____ + \$10,000 Permit Fee = _____

Provide or mail a hardcopy check payable to:

LOS ANGELES DEPARTMENT OF TRANSPORTATION
 C/O Jose Elias, Project Manager
 100 South Main Street, 10th Floor
 Los Angeles, California 90012

Operators must submit two separate checks at the time of submittal.
 Check (1) for the permit application fee and check (2) for the remaining balance due.



FLEET INFORMATION

Proposed Fleet Size in Non-DAC (3,000 Max)

Vehicle Type and Quantity in Non-DAC

SCOOTER:	#	E-BIKE:	#
ADAPTIVE BIKE:	#	BIKE (NON-ELECTRIC):	#

Proposed Fleet Size in DAC (5,000 Max)

Vehicle Type and Quantity in DAC (San Fernando Valley)

SCOOTER:	#	E-BIKE:	#
ADAPTIVE BIKE:	#	BIKE (NON-ELECTRIC):	#

Proposed Fleet Size in DAC (2,500 Max)

Vehicle Type and Quantity in DAC (Non- San Fernando Valley)

SCOOTER:	#	E-BIKE:	#
ADAPTIVE BIKE:	#	BIKE (NON-ELECTRIC):	#

Proposed TOTAL Fleet Size (10,500 Max)

TOTAL Vehicle Type and Quantity

SCOOTER:	#	E-BIKE:	#
ADAPTIVE BIKE:	#	BIKE (NON-ELECTRIC):	#

Service Area Map(s)

These service area maps should include the distribution of the fleet by geographic areas that take into account the following criteria: Distribution by City Council Districts, distribution by Disadvantaged Communities as determined by LADOT, acknowledging all current updated geofenced areas and/or Special Operation Zones.

Operators must provide ESRI Shapefile formats.

Please contact ladot.innovation@lactiy.org with subject 'GIS Support' to receive template files.



MOBILITY DATA SPECIFICATION

In order to satisfy the LADOT Dockless Mobility Data Sharing Requirements, Operators seeking to participate in the six-month permit extension must comply with the Open Mobility Foundation MDS, which shall be updated and published by LADOT. In addition, Operators must comply with the LADOT Mobility Providers Guideline version 1.1 and as updated by LADOT.

LADOT reserves the right to share data collected with third parties to process and analyze data and to use it for program planning and operations purposes.



SERVICE MODEL AND VEHICLE SUMMARY

Operators seeking to obtain the Dockless On-Demand Personal Mobility Permit are required to submit a summary of their service model and qualifications, including images of the vehicles and mobile application. Operators must submit the following vehicle specifications, if applicable:

- Side view photo of device
- Length
- Height
- Back light
- Front light
- Adjustable seat post
- Bells, warning mechanism
- Frame
- Rear hub
- Drivetrain
- Motor
- Pedals
- Brakes
- Wheels/Tires
- Bell
- Power
- Basket
- Fenders

Operators must attach all certificates of safety standard compliance per each type of vehicle being deployed as Referenced in Safety Section of the Dockless On-Demand Mobility Rules and Guidelines letters a-g (Page 5 & 6). Include descriptions and illustrative images of all information that is affixed to the vehicle. This includes:

- Trade dress and decal placement
- Contact information
- Rider education information
- Device ID
- Device locking mechanism
- 24-hour customer service contact information
- Localized safety information

Operators must submit documentation that illustrate how customers will be notified of the following information:

1. Riders are encouraged to wear helmets
2. Riders must obey all traffic laws
3. Proper parking procedures
4. Operating an electric scooter on the sidewalk is prohibited
5. Mechanism(s) for customers to notify operator of safety or maintenance issues

Please provide documentation for requirements 1-5 as shown within the app and on the website.



IMPLEMENTATION PLAN

Operators seeking to participate in the Six-Month Permit extension are required to provide a plan for service implementation, including timeline(s) and service area map(s). These implementation maps should include the distribution of the fleet by geographic areas that take into account the following criteria: Distribution by City Council Districts, distribution by Disadvantaged Communities as determined by LADOT, acknowledging all current updated geofenced areas and/or Special Operation Zones.

Operators must provide ESRI Shapefile formats.

Please contact ladot.innovation@lactiy.org with subject 'GIS Support' to receive template files.

Neighborhood/Area	# of E-Scooters	# of E-Bikes	# of Bikes (Non-Electric)	# of Adaptive Bikes	Percentage of Overall Fleet

(Attach additional pages if necessary)



OPERATOR SURVEY

During the Program, Operators shall distribute to their customers a City-provided customer survey. The Operator shall not alter or supplement the survey instrument and shall report the survey responses to LADOT.

Operators must include this survey in their app as an option for customers to take after each trip. A printed survey will be distributed by operators during outreach events to reach non-smartphone customers. The operator is required to print the survey and/or provide tablets for outreach participants to take said survey. Printed responses must be scanned and sent to: ladot.innovation@lacity.org ATTN: SURVEY



MYLA311 INTEGRATION

Operator agrees to be responsible for closing out MyLA311 Service Request tickets. Operator will be provided instructions and/or training prior to permit issuance. Project Manager will be responsible for scheduling all upcoming training sessions. Failure to respond to open Service Requests will be grounds for denying increased fleet sizes, reducing existing fleet size, and/or revoking permit.



24-HOUR CONTACT INFORMATION

- A name + email address + phone number for LADOT to use as the direct point of contact 24 hours a day for notifications.
- Name: _____
- Email address: _____
- Phone Number: () _____ - _____
- Customer Service Contact Number: () _____ - _____
- LAPD 24-Hour Contact Number: () _____ - _____
- Customer Service Contact Number: () _____ - _____



PERMIT APPLICATION CHECKLIST

CONTACT INFORMATION	COMPANY NAME							
	BUSINESS ADDRESS	MAILING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS)						
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE						
	LOS ANGELES BUSINESS LICENSE NUMBER							
	PRIMARY CONTACT NAME	TITLE						
	PHONE NUMBER	EMAIL ADDRESS						
	ALTERNATE CONTACT NAME	TITLE						
	PHONE NUMBER	EMAIL ADDRESS						
GENERAL CONTACT PHONE NUMBER	GENERAL FAX NUMBER							
APPLICATION MATERIALS	DATA SHARING REQUIREMENTS	INITIAL	APPLICANT AGREEMENT	INITIAL	PROOF OF INSURANCE BOND	INITIAL	FLEET INFORMATION	INITIAL
	24 HOUR CONTACT INFORMATION	INITIAL	PERMIT FEES	INITIAL	SERVICE MODEL & VEHICLE SUMMARY		INDEMNIFICATION	INITIAL
	OPERATOR SURVEY	INITIAL	MYLA311 INTEGRATION	INITIAL	IMPLEMENTATION PLAN	INITIAL		
SIGNATURE	I CERTIFY, BY SIGNING BELOW, EACH CRITERION OUTLINED IN THE PERMIT HAS BEEN MET AND WILL BE CORRECT AND ACCURATE UPON AN AUDIT CONDUCTED BY THE LOS ANGELES DEPARTMENT OF TRANSPORTATION							
	PLEASE PRINT NAME							
	TITLE OF SIGNOR				DATE			
LADOT USE	DATE STAMP DOCUMENTS RECEIVED		DOCUMENTS RECEIVED BY		APPLICATION FULFILLS MATERIAL REQUIREMENTS (INITIAL, DATE)			
			PERMIT APPROVED BY		PERMIT DENIED		ISSUED PERMIT DATE	
					PERMIT APPROVED			
		NUMBER OF APPROVED VEHICLES		FULL DEPLOYMENT DATE				

CITY OF LOS ANGELES

CALIFORNIA

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GENERAL MANAGER



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DEPARTMENT OF TRANSPORTATION

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

DOCKLESS ON-DEMAND PERSONAL MOBILITY RULES & GUIDELINES VERSION 0.2

Goal

In the last decade, coinciding with the introduction of the smartphone, the City of Los Angeles (“City”) has seen an explosion in new mobility products and services. Acceleration of shared mobility, artificial intelligence and machine learning, electrification and solar power, GPS and big data combined to change the mobility landscape more than in the previous 40 years. The City is taking a proactive approach to integrate these technologies into the fabric of its transportation system. This document, and the beta program described herein, is part of a broader effort to understand dockless, on-demand technology and the implications for the City and its citizens. This effort empowers the City with the tools to make informed, data-driven decisions to ensure transportation options are safe for City residents, and to deliver on the City’s goals of socioeconomic and racial equity.

Definitions

City means the City of Los Angeles.

Customer means a person or organization that buys a mobility service from an Operator.

Municipality means a city or a town that has corporate status and local government.

Program means the Dockless On-Demand Personal Mobility Beta within the City.

Operator means a company that operates a Mobility-as-a-Service company within a Municipality.

Vehicle means an Operator device that is used or intended to be used by a person to move from one physical point to another.

Purpose

The purpose of the Dockless On-Demand Personal Mobility Rules & Guidelines is to establish requirements to govern and permit the operation of a Program in the City.

Duration

- a) The Program is intended to last 6 months from issuance of the first Program permit. The City reserves the right to modify the Program in duration or scope based on the information it collects from the Program.

- b) Notwithstanding the duration of the Program, Operator Program permits must be renewed yearly. Permit requirements may be adjusted yearly to accommodate changing technology, needs, and priorities.

Modifications

At its discretion, the City reserves the right to amend, modify or change the terms and conditions within the Program.

Relationship to City

- a) In rendering service hereunder, the Operator shall be and remain an Independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties, taxes, or charges. Operators are responsible for assuming any applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever.
- b) Permits issued under this Program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the permit without express written permission by the City.
- c) The City reserves the right to terminate permits at any time and require the Operator to remove their entire fleet of Vehicles from City streets. An Operator will have 30 days to remove the entire fleet from City streets.

Non-transferability

- a) This permit may not be transferred to another party or entity without the express written permission of the City of Los Angeles.

Indemnification

AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS ("Agreement")

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance of or decision to approve the Operator's Permit, the process used by the City in making decisions, Operator's participation in the Shared Mobility Device Pilot Program, the Operator's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of

Operator's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

SEVERABILITY AND GOVERNING LAW. If any provision or portion of this Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Permit shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

AMENDMENT/INTERPRETATION OF THIS PERMIT. This Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The City, at its sole discretion pursuant to Los Angeles Municipal Code Section 71.29, may amend any term or condition of this Permit as necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions.

CPRA INDEMNITY LANGUAGE. ("Company") undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose Company's trade secrets or other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Company's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. Company shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose Company's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose Company's information. Further should Company choose to intervene in any court action relating to the City's refusal to disclose Company's information, the City shall not oppose Company's motion to intervene. Company shall be discharged of its obligations to the City under this provision in any circumstance where Company provides written confirmation to the City that 1) all of the requested records at issue are not Company trade secrets, technical, financial or other similar information or personally identifiable customer data and 2) the City may release said records to the requester.

Insurance Requirements

- a) All permitted Operators shall have commercial general liability insurance, including contractual liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City and Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than Five Million Dollars (\$5,000,000) for injury or death to one or more persons out of each accident or occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage for each occurrence. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- b) Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- c) Operator shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
- d) Automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- e) All Operators shall have a performance bond of \$80/Vehicle. The form of the bond shall be approved by the City. These funds shall be accessible to the City for costs that may be incurred for, including but limited to, removing and storing improperly parked Vehicles and if an Operator fails to remove the Vehicles when its permit is terminated. If an Operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional Vehicles.

Operator Responsibilities

- a) Operators seeking to participate in the Program will register with the Office of Finance within the City for business tax compliance. Operators can either register on-line or in person at one of the public service centers.
- b) Operators must be in compliance and in good standing with tax payments or the permit may be revoked or not eligible for renewal the following year.

Universal Requirements

- a) No Vehicle shall be put in service until the appropriate Program permit is obtained from the City.
- b) Program permits shall be valid for a maximum of six (6) months from the date of issue and all issued Program permits will expire on the same date.

- c) Operators are advised that application for a Program permit does not guarantee issuance of a Program permit.

Data Protection and Privacy

- a) As directed by the Los Angeles City Council (CF 19-1355)- the City will apply LADOT's data protection principles to all data obtained from Operators to carry out the City's and the Department's data protection responsibilities including, but not limited to, data categorization, data minimization, access limitation, security, and transparency to the public.

Vehicle Identification

- a) Every Vehicle shall have a unique identifier that is readily visible to the Customer or any member of the public. Operators shall provide easily visible contact information, including toll-free phone number and e-mail address, on each Vehicle for the Customers or members of the public to make relocation requests or to report other issues with the vehicles.

Safety

- a) All bicycles shall meet the safety standards outlined in ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in CVC section 21201, including for lighting during operation in darkness.
- b) Electric-assist bicycles shall be “Class 1” or “Class 2” electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5 Additionally, the City reserves the right to terminate any permit issued under this Program if the battery or motor on an electric-assist bicycle is determined by the City to be unsafe for public use.
- c) An electric scooter shall be any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor or other power source. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion. A motorcycle, as defined in Section 400 of the California Vehicle Code, a motor-driven cycle, as defined in Section 405 of the California Vehicle Code, or a motorized bicycle or moped, as defined in Section 406 of the California Vehicle Code, is not an electric scooter.
- d) Electric scooters shall be incapable of reaching a top speed of greater than 15 mph. LADOT reserves the right to revise the speed limit based on collision and injury data.
- e) Electric-assist bicycle systems shall have visible language that notifies the user that:
 - Helmet use is encouraged while riding a bicycle;
 - Riders shall yield to pedestrians; and
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles.
- f) Electric scooter systems shall have visible language that notifies the user that:
 - Helmets use is encouraged when operating an electric scooter;
 - Riders shall yield to pedestrians;

- When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles;
 - “No Riding On Sidewalks” (minimum 48-point font) located on the platform of every scooter; and
 - Customer must be a minimum of 18 years old with Driver’s License to operate Vehicle.
- g) Electric scooter systems shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the vehicle has stopped during a trip.

Fleet Size

- a) All Operator applicants to the Program shall include the total fleet size in their application.
- b) All Operators shall have a minimum fleet of 500 Vehicles; Operators shall meet this fleet size within four weeks of the date of issuance of their Program permit.
- c) All Operators using only adaptive bicycles for persons with disabilities (non-electric) shall have no minimum fleet size. If using any combination of dockless bicycles (non-electric), electric-assist bicycles, or electric scooters with adaptive bicycles, Operator will be required to meet the 500-vehicle minimum.
- d) Operators must reserve a minimum of 50 percent of their fleet size for electric vehicles unless providing adaptive bicycles (non-electric) for persons with disabilities. Operators that do not provide 50 percent of their fleet size for electric vehicles must reserve a minimum of 1 percent of their fleet size for adaptive bicycles.
- e) Operators shall notify the City and submit a revised Permit Application to request an increase in total permitted fleet size prior to deploying new Vehicles into service.
- f) The overall fleet size per Operator may not exceed 3,000 Vehicles, with the exception if the Operator is adding vehicles within disadvantaged communities as defined by the CalEnviro Screen 3.0
- g) Operators may add up to 2,500 vehicles in communities that scored at or above the 75th percentile as defined by the CalEnviroScreen 3.0. Operators may be allowed up to 5,000 additional vehicles in disadvantaged communities in the San Fernando Valley.
- h) Additional vehicles after the total 10,500 fleet maximum may be permitted at the discretion of the General Manager and may depend on factors related to performance and Program compliance. General Manager to publish the criteria used to evaluate expansion permits.
- i) The General Manager may reduce the permitted number of vehicles in the case of demonstrated Program noncompliance and/or nonperformance by permittee

Compliance with Mobility Data Specification

- a) All Operators shall abide by the Mobility Data Specification (“Specification”) as published online at <https://github.com/openmobilityfoundation/mobility-data-specification> and updated from time to time.
- b) As part of the Program permit application process (initial or renewal), all Operators shall demonstrate support for v1.1 or any subsequent version of the LADOT MDS API Technical Compliance Overview.
- c) The City may conduct maintenance on, stop providing, and/or change the method of access to the Services, Software, and/or Content outlined in the LADOT MDS Compliance Guidelines at any time, with or without notice to the Operator. For avoidance of doubt, the City, in its sole discretion, may temporarily or permanently suspend Operator’s access to the Services, Software, and/or Content under this Agreement.

Service Area and Geo-Fencing

- a) The Program is valid only for operations within the City’s rights-of-way.
- b) At the City’s discretion, additional operating zones may be established including locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Customer through signage approved by the respective entity and/or through the Operator’s mobile and web application.
- c) The City reserves the right to determine where Vehicle parking is prohibited or to create geo-fenced stations within certain areas where Vehicles shall be parked. The City will make this information available via MDS policy end-point or alternative method.
- d) The City shall maintain geographic parking boundaries for Operators and make these available via the MDS policy end-point or alternative method.

Special Operations Zones (SOZ)

- a) At the City’s discretion, Special Operations Zones may be established to address neighborhood-specific concerns including, but not limited to, oversaturation, operating regulations, equity, fleet caps, and parking behavior. These Special Operations Zones will be published via the MDS policy end-point.

Marketing / Advertising

- a) Operator shall not display third party advertising on their Vehicles.

Operator Customer Service

- a) All Operators shall provide a mechanism for Customers to notify the Operator that there is a safety or maintenance issue with the Vehicle.
- b) Operator shall maintain an updated organizational chart with contact information of their operations team and advise the LADOT Program Manager of any changes within 48 hours.

Reporting / Data Sharing

- a) Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.
- b) Personally Identifiable Information on Customers collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.
- c) The City is permitted to use all data the Operator provides in accordance with the Program including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.
- d) During the Program, Operators shall distribute to their Customers a City-provided customer survey at a maximum frequency of quarterly.

Operations & Maintenance

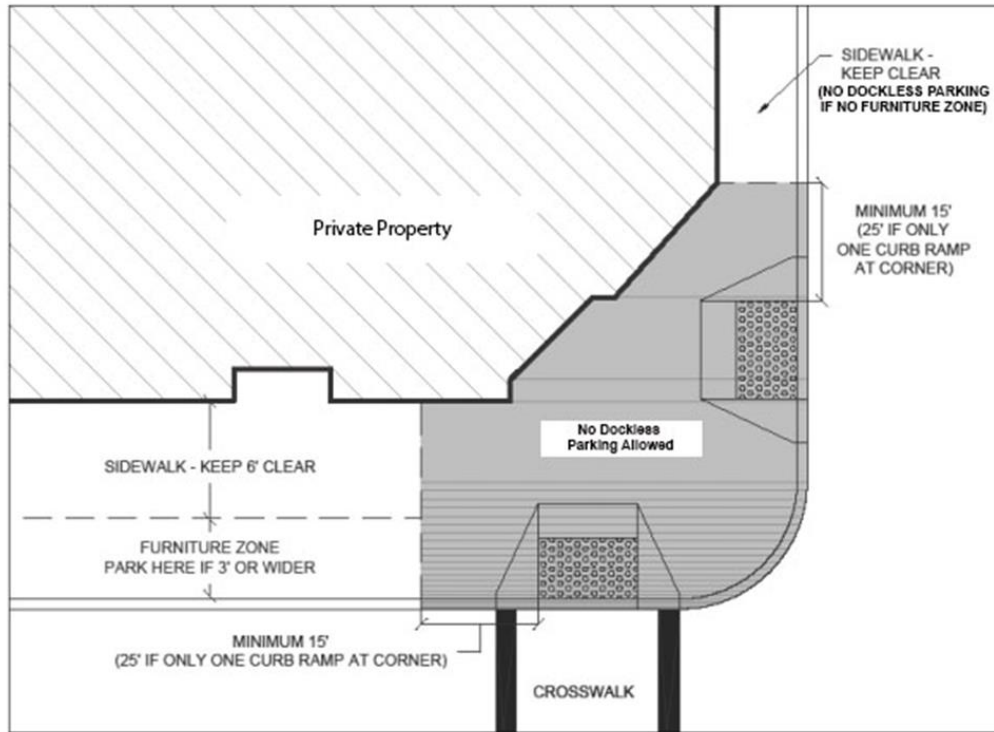
- a) All Operators shall have a staffed operations center in the City and a 24-hour contact person available for emergency removals .
- b) Operator shall remedy devices parked incorrectly or are inoperable within two hours of being notified by the City from 7am to 10pm daily.
- c) Operator shall remedy devices parked incorrectly or are inoperable within two hours of being notified by the general public from 7am to 10pm daily.
- d) An Operator shall repair any inoperable Vehicle or any Vehicle that is not safe to operate before returning the Vehicle into revenue service.
- e) If LADOT or any other City department or office incurs any costs addressing or abating any violations of this agreement, or incurs any costs of repair or maintenance of public property, and potentially upon receiving written notice of City costs, the Operator shall reimburse the City for such costs within thirty days of receipt of an invoice detailing such costs.
- f) Operators will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to permit approval.
- g) Operators shall submit maintenance schedule and maintenance logs to the City via the report-maintenance API or MDS v0.1 endpoint.

Parking

- a) For any permitted location response obtained from the MDS policy end-point, an Operator shall ensure their Vehicles are parked in the landscape/furniture zone of the sidewalk, preferably to a bicycle rack or in another area specifically designated for bicycle parking. Operators shall inform Customers on how to properly park a Vehicle.
- b) Every Vehicle may be equipped with a locking mechanism to lock to a fixed object preferably a bicycle rack, or shall have smart technology equipment to prevent theft, technology identifying vehicle is upright and properly parked, and GPS tracking. However, LADOT shall reserve the right to require operators to include a locking mechanism to lock to a fixed object at any time. Operators shall remove electric scooters from the public right-of-way on a daily basis.

- c) All dockless vehicles within a reasonable timeframe but no longer than 3 months after issuance of the latest Program permit shall come equipped with technology that would prevent operators from ending a ride if the vehicle is not standing upright.
- d) Operators shall ensure their Vehicles are not parked in a way that impedes the regular flow of travel in the public way, or in a way that impedes the clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack in the public right of way.
- e) Operators are responsible for informing Customers how to park the Vehicle correctly. Operators will provide a “Parking Plan” on how they will incentivize Customers to park safely and correctly and will be responsible for passing on fees and disincentives for Vehicles parked illegally outside of the “furniture zone” and outside of “geo-fenced area”.
- f) Restrictions to eligible parking zones on sidewalks shall be as follows:
- Vehicles shall not be parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility.
 - Vehicles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
 - On blocks without sidewalks, Vehicles 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 dockless parking is prohibited.
 - Vehicles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).
 - Any Vehicle that is parked in one location for more than 5 consecutive days without moving may be removed by the City’s Bureau of Sanitation and taken to a City facility for storage at the expense of the Operator. Bureau of Sanitation shall invoice the violating Operator for fees incurred.
 - Vehicles shall not be parked in the landscape/furniture zone adjacent to or within:
 - Parklets;
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Red curb zones;
 - Entryways; and
 - Driveways.
- g) Vehicles shall be upright when parked.

- h) Operators shall work with each individual Council District if additional parking is required, which includes bicycle racks and/or bicycle corrals.
- i) Vehicles shall not be parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp). Refer to graphic below:



Enforcement & Termination Grounds

- a) If data is falsified or the City suspects dishonest reporting, the City reserves the right to revoke the Program permit. In the case of a Program permit being so revoked, Operator will not have an opportunity to reapply for a permit for at least one year.
- b) If Vehicle parking standards are not met on a monthly basis, the City reserves the right to revoke the Program permit.
- c) Grounds for terminating Program permits include, but are not necessarily limited to:
 - Failure to meet the terms and conditions set forth in the Program permit and/or the Rules and Guidelines;
 - Failure to put vehicles into service within 30 days;
 - Failure to share data;
 - Failure to abide by the MDS Specification;
 - Failure to abide by the LADOT MDS API Technical Compliance Overview v1.1 or any subsequent version
 - Failure to move vehicles located outside of the defined geo-fenced area.

Termination Payment

The City may terminate a Program permit issued without cause, in whole or in part, at any time by written notice to the Operators. Operators shall remit any final payment to the City no later than 60 days from the written notice of termination.

Waiver

The City's decision not to insist upon strict performance by the Operators of any provision of the permit in every one or more instances shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under the terms of the pilot program.

Liquidated Damages - Forfeiture

- a) As actual damages would be difficult, if not impossible to determine, the City and any Operator accepting permits under the Program agree that penalty for noncompliance with any provision of the Rules and Guidelines and other permit issuance requirements may result in termination of all or one Program permits, at the election of the City, without refund, reimbursement or adjustment or any and all fees paid to the City as of the date forfeiture for breach is determined. Determination shall be written notice from the City to the Operator.

Outreach & Equity

- a) Operators must attend meetings with City's Business Improvement Districts, Neighborhood Councils, Council Districts, surrounding municipalities, Transportation Management Organizations/Associations, Disability Rights Organizations/Centers for Independent Living, and any other community-based organization as stipulated by the City to introduce the Operators to them and make these communities aware of the Program and how it may affect the communities.
- b) Vehicles will be available at rates that are clearly and understandably communicated to the Customer prior to Vehicle use.
- c) Operators are responsible for educating the public on the Program, and on how to use the Vehicle safely.
- d) Operators are required to have a non-smart phone option for Customers to use the dockless Vehicle system.
- e) Operators are required to have a non-credit card option for Customers to use the dockless Vehicle system.
- f) Operators will offer a one-year low-income Customer plan that waives any applicable bicycle/e-scooter deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal.

Fees

Annual Permit Application Fees	\$20,000/year	Administration of the Permit. Fees shall be due upon application submittal (Non-Refundable)
Annual Vehicle Fee	\$130/vehicle per year	An increase in fleet size shall incur additional charges and must be paid prior to deployment.
Discounted	\$39/vehicle per	Discounts extend to vehicles deployed and maintained in

Vehicle Fee	year	CalEnviroScreen 3.0 Disadvantaged Communities. The discount represents a 70% reduction.
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- a) Applicants shall pay \$20,000 for an Annual Permit for the Program. Note if any stations or other structures are proposed, each site shall require additional review deposits and permitting.
- b) Applicants shall pay a program administrative fee of \$130/vehicle to the City.
- c) Any fees arising from the need for City crews to relocate or remove vehicles from any location where a vehicle is prohibited under this permit shall equal the Bureau of Sanitation’s Maintenance Laborer hourly rate plus any additional storage/impound fees.

6-Month Permit Extension*

6 Month Permit Application Fees	\$10,000	Administration of the Permit. Fees shall be due upon application submittal. (Non-Refundable)
6-Month Vehicle Fee	\$65/per vehicle	An increase in fleet size shall incur additional charges and must be paid prior to deployment.
6-Month Discounted Vehicle Fee	\$20/per vehicle	Discounts extend to vehicles deployed and maintained in CalEnviroScreen 3.0 Disadvantaged Communities. The discount represents a 70% reduction.

*Covers Program from 3/15/2020 -9/15/2020

Application Requirements

Permit applications must be succinct and all pages must be numbered. Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. All components of the permit application shall be on 8.5" x 11" pages with the exception of two to three pages depicting imagery, mapping, etc. which may be on 11" x 17" pages. Font size shall be limited to 10-point font or larger with single line spacing.

Required Attachments including but not limited to:

- Completed DOCKLESS ON-DEMAND PERSONAL MOBILITY VERSION 0.2 PERMIT APPLICATION with signatures.
- Application agreement
- Synopsis of operator service model and qualifications, including images of the vehicles and mobile application
- Schedule for implementation, including the size of fleet and service area at launch
- Size and service area of any planned fleet expansions (optional)
- Organizational structure of operations team, including title, and their specific responsibilities on the project. There is a strong preference to hire locally.
- Screenshot illustrating how customers will be notified through a mobile and web application of the following:
 - Riders encouraged to wear helmets

- Riders must obey all traffic laws
- Proper parking procedures
- Operating an electric scooter on the sidewalk is prohibited
- Proof of general commercial liability insurance with a minimum liability limit of \$5,000,000 and that lists the “City of Los Angeles, its officers, agents and employees” as Primary additional insureds
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the “City of Los Angeles, its officers, agents and employees” as Primary additional insureds.
- Proof of Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- Proof of umbrella insurance policy providing coverage in excess of its primary general liability, employer’s liability and automobile liability policies in an amount not less than \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
- Proof of performance bond of \$80/Vehicle.
- Indemnity Agreement (attachment provided by city).
- Permit application fee of \$10,000.
- 6-Month Vehicle fee of \$65/Vehicle.
- Organizational Chart & 24-Hour Contact Information
- Discounted Vehicle fee of \$20/vehicle for vehicles deployed and maintained in CalEnviroScreen 3.0 Disadvantaged Communities.

Modification of the Agreement

- a) The City may modify any of the terms and conditions contained in this Agreement at any time and in the City’s sole discretion.
- b) IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USAGE OF THE SERVICES, SOFTWARE, AND/OR CONTENT FOLLOWING CITY’S MODIFICATION CONSTITUTES YOUR IRREVOCABLE AND BINDING ACCEPTANCE OF THE CHANGE.

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 should 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 required method of submitting your documents. **KwikComply** 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 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (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.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXECUTION INSTRUCTIONS FOR BOND SUBMITTALS

Note: All signatures (principal and surety) are required to be notarized (preferably on separate acknowledgement form if in California).

Incomplete or incorrect execution will result in delay of processing your documents. For quick reference, the City of Los Angeles has outlined the following instructions on what we are looking for when reviewing your documents. According to the type of entity of the business, please see what signature(s) and paperwork will be required to process your bond.

INDIVIDUALS

Example: (Name of Individual dba (Name of Company))
John Doe dba John Doe Construction

Signature(s) are required to be notarized. (Preferably on separate acknowledgement form if in California).

LLC (Limited Liability Company), TRUST AGREEMENTS, POWER-OF-ATTORNEY'S AND NON-PROFITS

Please provide a copy of the above documents, showing that the person(s) listed on the bond are authorized to sign on behalf of the company or individual. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).

PARTNERSHIPS/LIMITED PARTNERSHIPS

At least one general partner **must** sign the bond. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).

JOINT VENTURES

All persons in the Joint Venture agreement **must** sign the bond. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).

CORPORATIONS

Must have signatures from at least two officers listed on bond, or one person may hold more than one office (two offices).

Example of acceptable corporate signatures include: Chairman of the Board, President, Vice President, Secretary or Assistant Secretary, Chief Financial Officer or Assistant Chief Financial Officer, Treasurer or Assistant Treasurer, et al.

An authorized agent may also sign for corporation, provided that a certified copy of the Board Resolution for the company is furnished, authorizing such person to execute the document on behalf of the corporation or sign alone.

Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____
as PRINCIPAL(S), and _____, a
corporation organized under the laws of the State of _____ and duly authorized to
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of
Dollars, (\$_____), lawful money of the United States of America, for the payment whereof well
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

_____ as will more fully appear from said contract, reference to which is hereby made, and which said contract and all
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named
herein.

Signed and sealed the _____ day of _____ A.D. 20 _____

_____ (Principal)

_____ (Principal)

_____ (Principal)

_____ (Principal)

By _____ (Attorney-in-Fact)

_____ (Surety)

- 1. Corporate or Individual principal must be on Corporate Acknowledgement form.
- 2. Corporate Seal must be impressed hereon in case of corporation.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON SUBMITTING BONDS TO THE CITY OF LOS ANGELES (Share this information with your agent or broker)

1. **Agreement/Reference** All bonds must identify the nature of your business with the City. Clearly show any assigned number of a 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.

2. **When to submit** Normally, no work may begin until the bond Certificate Approval number ("CA number") has been obtained. Bond documents should be submitted as early as practicable.

3. **Acceptable Evidence** Bond forms are available directly from the City department requiring the bond, or you may obtain bond forms (interactive) from <http://cao.lacity.org/risk/BondForms.htm>.

Instructions for executing bond documents for the City are available at: <http://cao.lacity.org/risk/BondDocExecutionInstructions.pdf>

4. **Bond Document Approval** Electronic submission is the preferred method of submitting bond documents for approval.

Completed bond documents should be sent electronically to the Office of the City Administrative Officer, Risk Management (CAO.insurance.bonds@lacity.org). **Submissions other than via email will delay the approval process, as bond documents will have to be manually processed.**

Please note: Certain original bond documents, such as Department of Building and Safety Grading Bonds, must be submitted directly to the Office of the City Administrative Officer, Risk Management Division, 200 North Main Street, Room 1240, Los Angeles, CA 90012, for approval.

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

Required Insurance and Minimum Limits

Name: _____

Date: 3/5/2020

Agreement/Reference: 2020 Dockless Mobility Six-Month Permit Extension

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 (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured

5,000,000

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

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

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: For Automobile Liability: \$1Million Combined Single Limit per accident for bodily injury and property damage

Umbrella Liability: \$5Million per occurrence

Performance Bond of \$80 per vehicle

*GL: \$5M per occurrence. [Can be satisfied w/a min \$1M CGL w/a policy specific CGL Excess policy of \$4M.]
