Bay Wheels Daly City Expansion Program Agreement

THE BAY WHEELS DALY CITY EXPANSION PROGRAM AGREEMENT ("this Agreement") is entered into as of April 15, 2025 (the "Effective Date") between the Metropolitan Transportation Commission ("MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 et seq., having an office at 375 Beale Street, Suite 800, San Francisco, CA 94105, Lyft Bikes and Scooters, LLC ("Lyft") and Daly City (together the "Parties") and supplements, refers to, and, where specifically enumerated, incorporates specified terms of the Bay Area Bike Share Program Agreement dated December 31, 2015 between Lyft and MTC (the "Program Agreement") as amended.

This Agreement refers to and, where specifically enumerated, incorporates sections of the Regional Funding Agreement (the "Regional Funding Agreement"), between Lyft and MTC, dated October 29, 2023.

Additionally, this Agreement refers to and, where specifically enumerated, incorporates sections of the Coordination Agreement (the "Coordination Agreement"), between Lyft, MTC and the Participating Cities, dated December 31, 2015.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Program Agreement, Regional Funding Agreement, and/or Coordination Agreement.

In the event of a conflict between this Agreement, the Program Agreement, and/or the Coordination Agreement, this Agreement shall have precedence.

1. Term.

1.1. Lyft agrees to provide the Services in Daly City for at least two years or until the end of the Program Agreement, both subject to operating funding availability. If the Program Agreement ends before two years of operations in Daly City, Lyft may cease operations in Daly City. At the end of the term or when operations have ceased, Lyft shall work in good faith to remove Equipment within 90 days or coordinate with MTC and Daly City to identify a schedule for removing equipment to a place of MTC's discretion in accordance with Section 5 Ownership.

2. System Equipment

2.1. **Bikes**

(a) Docked-Only Cosmo E-bikes

(i) MTC shall be responsible for providing up to $547,600 in funding for Lyft to deploy a total of 148 docked Cosmo e-bikes. Lyft agrees to initially purchase and deploy a minimum of 80 on-ground docked Cosmo e-bikes. The 68 additional purchased bikes are expected to be distributed as outlined below, though the exact distribution among the various categories may differ depending on circumstances. If the annualized bleed rate is over 30%, Lyft shall work in good faith to rebalance bikes ending in San Francisco back to the Daly City Service Area:

(1) On-Ground Fleet of docked Cosmo e-bikes: 80. "On-Ground Fleet" is defined as the number of bicycles deployed in the defined service area that are available to rent, in ride, with the redistribution team or awaiting repairs.

(2) Theft replacement (5% or 4 e-bikes per year): 8

(3) Bleed replacement (bikes leaving Daly City and ending in San Francisco, 30% per year or 24 e-bikes per year): 48. "Bleed Rate" is defined as the percentage resulting from subtracting the number of trips that start outside Daly City and end in Daly City from the number of trips that start in Daly City and end outside of Daly City (the "Net Outflow"), then dividing by the number of deployed bikes at the initiation of Daly City service. For example, if 80 bikes are initially deployed in Daly City, 100 trips start in Daly City and end elsewhere and 98 trips start elsewhere and end in Daly City, the Net Outflow is 2 and the Bleed Rate is 2.5%. The Bleed Rate will be measured monthly and can be annualized by multiplying by 12. If the annualized Bleed Rate is less than 30%, Lyft will deploy from the 68 additional purchased bikes a number of bikes equivalent to the Net Outflow into Daly City.

(4) Repairs/Maintenance (15% total): 12

(5) Total: 148

(ii) Monitoring

(1) Lyft shall share data at monthly or quarterly meetings on theft, bleed rate and repairs/maintenance of the MTC funded e-bikes.

(iii) Classic Mode

(1) Lyft shall provide 'Classic Mode' on the Cosmo e-bikes for all users whenever there are no classic bikes available at a station.

(iv) Dock to Bike Ratio

(1) Should MTC, Daly City and Lyft deploy less than 127 docks initially, the minimum on-ground bikes shall be calculated by dividing the docks by 1.6 (the dock to bike ratio).

(b) Classic Bikes:

(i) MTC and Lyft shall monitor Cosmo e-bikes in 'Classic Mode', a low power mode for the Cosmo e-bikes which is priced the same as a classic bike. If 'Classic Mode' is not performing well or not working effectively, as discussed as part of the Monitoring Meetings, as described below, MTC may opt to fund Lyft's purchase of classic bikes and swap them for on-ground Cosmo e-bikes, for a fleet size not to exceed 80 bikes total. MTC may then provide up to $84,000 (at the current price of $1,750 each, which may be adjusted for PPI), in funding for Lyft to purchase up to 48 classic bikes.

(c) Removal of Bikes Not Properly Parked

(i) Lyft shall remove any mis-parked bikes or bikes illegally parked within 24 hours of notification.

2.2. **Stations**

(a) MTC shall be responsible for providing funding of up to $215,265 for new docking stations, for Lyft to purchase 127 docks at $1,695 per dock, subject to PPI adjustments at the current price, and up to $115,000 in installation and adjustment fees, subject to CPI Adjustment (such docks and stations, along with the aforementioned Cosmo e-bikes and classic bikes, collectively, the "Funded Equipment").

(b) Lyft shall be responsible for purchasing, storing, and installing 127 docks of the new Pillar station hardware, which can be installed as stations as small as 8 docks, and without a central kiosk.

(c) Installation Fees

(i) MTC shall be responsible for providing funding of up to $72,000 to Lyft for installation fees, which are set at $4,000, subject to CPI Adjustment.

(d) Station Adjustments

(i) Lyft shall provide station adjustments, making a station larger or smaller, at a cost of $2,500/adjustment, if there is only one adjustment taking place on a day, or $2,000/adjustment if there is more than one adjustment taking place on a day. The Parties shall work in good faith to schedule multiple station adjustments on the same day when possible. The cost of Lyft purchasing a station plate is $215/plate subject to PPI. Regardless of the number of plates removed or added, such changes will constitute one station adjustment instance costing $2,500. For station expansions specifically, if an additional plate(s) is already installed and available to attach a new dock to, the associated cost is $150 per dock. Station adjustment fees are subject to CPI Adjustment.

(ii) Lyft shall seek to make station adjustments within 7 days of being notified by both MTC and Daly City.

(e) Station Permitting:

(i) Lyft shall be responsible for producing station site plans, identifying potential station locations, and applying for station site permits, as well as the items listed in Section 11 Station Siting and Permitting.

(f) Phased Deployment:

(i) Lyft shall deploy equipment in a phased approach, to understand the best locations and size of stations, starting with 80 docks, or a number determined by MTC and Daly City, with input from Lyft.

(g) Deployment Schedule:

(i) MTC, Lyft and Daly City shall work to align on a deployment schedule of the remaining equipment, with the goal of creating a well utilized system and seeing the full value of the equipment.

(h) Additional Docks:

(i) MTC may fund Lyft's purchase of additional docks if additional operating funding is available, subject to the discretion of Daly City and input from Lyft.

(i) Equity Priority Communities (EPCs)

(i) Lyft, MTC and Daly City shall work together in good faith with an aim to maintain 20% of total stations in Daly City in EPCs or similar designated areas (including Daly City BART station), using Plan Bay Area 2050 Plus: https://experience.arcgis.com/experience/44ea7e82901e4132bc577328cec515ef.

(ii) Lyft and MTC shall revisit EPC locations in any future contracts with Electing Cities on a case-by-case basis, factoring in the planned service area and operational considerations.

3. Pricing

3.1. **Membership Fees and Pricing**

(a) Membership and e-bike fees in Daly City shall be consistent with system wide pricing as outlined in Section 4 of the Regional Funding Agreement and Section 9 of the Program Agreement, including but not limited to:

(i) Current annual membership cost of $150, with Section 4.1 of the Regional Funding Agreement and Section 9.2.1 of the Program Agreement allowing for increases by CPI plus 2%.

(ii) E-bike per minute fees of $0.15/min for members, subject to CPI plus 2% increase and subject to meeting Regional Funding Agreement Section 8.2 membership threshold

(iii) A monthly pass accumulator, as outlined in Section 4.3 of the Regional Funding Agreement, shall apply.

(iv) Lyft will retain ridership revenue attributable to its Bay Wheels operations in Daly City.

3.2. **Bikeshare for All**

(a) Users in Daly City shall be offered the same Affordability Option (Bikeshare for All) as outlined in Section 9.3 of the Program Agreement. Users in Daly City who sign up for the Affordability Option, shall have the same baseline price protections as in other cities, as outlined in Section 4 of the Regional Funding Agreement and Section 9 of the Program Agreement, currently including but not limited to:

(i) $5 annual membership for the first year and $5 per month thereafter

(ii) Member e-bike trips capped at $1

4. Payments

4.1. MTC shall pay 50% of the capital costs up front and 50% when the assets arrive in warehouse.

5. Ownership

5.1. **Title at Time of Funding.**

(a) Lyft will retain title to the Funded Equipment, subject to MTC's rights under Section 5.2 below. No Party will have any obligation to replace any of the Funded Equipment, whether lost due to theft or vandalism or otherwise, subject to 2.1(a).

5.2. **MTC Right to Take or Transfer Title.**

(a) Upon expiration of the Program Agreement or the Regional Funding Agreement, or in the case of early termination by Lyft, or by MTC pursuant to Section 9 below, MTC may, upon written direction to Lyft, elect to (a) take title to the Funded Equipment, (b) require Lyft to transfer title to a third party of MTC's selection with terms to be negotiated between such third party and MTC, or (c) allow title to remain with Lyft, and in the case of this subsection (c) MTC may request that Lyft remove from service the Funded Equipment. In the case of subsection (a) and (b) in the previous sentence, should MTC take title to the Funded Equipment or require Lyft to transfer title of Funded Equipment to a third party, Lyft shall provide or require applicable third parties to provide, either through license or transfer of ownership, all necessary copyright, patent, trademark, trade secret, and any other intellectual property rights to MTC or third party, as the case may be, necessary for operation of the Funded Equipment.

5.3. **Repurchase Obligation.**

(a) In case of early termination by Lyft, or by MTC pursuant to Section 9 Termination below, if MTC does not elect to take or transfer title to the Funded Equipment, Lyft agrees to repurchase the Funded Equipment at an amount prorated based on the elapsed time between the Effective Date, or the Funded Equipment purchase date, whichever is later, and the end of the Initial Term of the Program Agreement. The prorated amount would be the total value at the time of purchase of the Funded Equipment divided by the elapsed time, in day increments as described above, multiplied by the difference between the end of the Initial Term of the Program Agreement, or the two year pilot period if the Program Agreement is

extended and the termination date, in day increments. For any Funded Equipment that has not been deployed, Lyft agrees to repurchase at its full value.

5.4. **Security of Investment**

(a) If operating funds are not identified for the second year or any subsequent year, MTC, Lyft and Daly City agree to adjust system as needed to reduce operating costs, such as reducing system size. If it's determined that the system shall cease operating after Year 1, or a subsequent year in which the Program Agreement remains in effect, MTC has discretion, in consultation with Lyft, to move the equipment to a different city, prioritizing moving it to another expansion city, if such exists. If that is not possible, MTC may distribute it within the existing Service Area. Operating Costs, as outlined in Section 6. Operations below, may apply. MTC shall work in good faith with Lyft on the redistribution of equipment, considering aspects such as system health and finance impact.

6. Operations

6.1. **Operating Costs**

(a) Operating costs shall follow Program Agreement Appendix B Cost of Equipment as outlined for 'Other Eligible Cities' summarized below and included in this Agreement as Appendix A Cost of Equipment

(i) Cost to operate and maintain the Equipment is assessed as a per dock per month cost, subject to CPI Adjustment, during a 12-month period in which the average of 1 Trip per Bicycle per day for the entire Bicycle Fleet in such Eligible City (subject to Bicycle Availability), as noted below:

Table 1: Operating Costs (adapted from Program Agreement Appendix B)

Program Agreement Cost/dock/month	***Cost /dock/month plus CPI****	***Utilization per trip per bicycle per day***
$130	*$172.38*	*<1*
$97.50	*$129.29*	*1*
$65	*$86.19*	*1.5*
$0	*$0*	*>3*
**includes CPI adjustment for the 2023 year*		

(b) MTC is responsible for paying operating costs for docks that are installed and active. If docks are installed and activated part-way into a month, the cost shall be pro-rated.

(c) Year 1 Operating Costs

(1) Lyft agrees to assume a utilization of 1 for the first year, so rather than the anticipated $172.38/dock/month for utilization <1, Lyft will instead charge the rate of $129.29/dock/month.

(d) Year 2 Operating Costs

(1) Operation costs in Year 2 shall be based on the average utilization for the previous 12-month period for the entire bicycle fleet within Daly City.

(e) Billing Schedule:

(1) MTC shall pay operating costs monthly, after receiving an invoice from Lyft.

(f) Daly City BART Station:

(1) MTC and Daly City shall not be responsible for paying operating costs for docks associated with the Daly City BART bikeshare station.

7. System Review and Reporting

7.1. **Data Review Meeting**

(a) Lyft shall include Daly City data in the data it provides to MTC under the Regional Funding Agreement to show return on investment, in the same manner that data from other cities is included, including ridership trends, revenue, operational costs and capital investment depreciation, which will be reviewed in each Review Meeting.

7.2. **Monitoring Meetings**

(a) Lyft, MTC and Daly City shall have monthly meetings for the first 12 months to discuss increasing or decreasing station size, adding new stations, adding Classic bikes, monitoring station performance and monitoring 'Classic Mode',

(b) Data**:**

(i) In these meetings, Lyft shall provide data showing: number of minutes each individual station was empty or full, number of times a user opened the app and no bikes were available within 400m of the session (absolute and percentage), number of one, two or three star ratings given by users to Classic Mode Cosmo rides and how this compares to standard e-bike and classic rides, the wrench rate for Classic Mode Cosmo rides and how this compares to standard e-bike and classic rides. Lyft shall also provide updates on rideability and releasability to monitor how well the dock to bike ratio of 1.6 is working.

(ii) Lyft shall also provide quarterly updates on the bleed rate, number of bikes stolen/vandalized and bicycle repair/maintenance in accordance with currently provided reporting.

7.3. **Data Aggregation**

(a) Lyft to make Daly City its own service area for data aggregation purposes.

7.4. **Mobility Data Specification (MDS) Data**

(a) Lyft shall provide MDS data for Daly City to Daly City, MTC, any agencies funding the project, and/or any third-party data platform working with Daly City or MTC on micromobility, provided they sign a reasonable data sharing agreement.

7.5. **Data Sharing**

(a) Lyft shall add data from the operations of the Daly City system to all data reporting and KPI data that is reported to MTC, including data reporting requirements as outlined in Program Agreement Appendix C, included in this contract as Appendix B - Data Reporting Requirements, and provide data access to Daly City staff and City and County Area Governments of San Mateo County (CCAG) staff.

8. Marketing

8.1. MTC and Daly City shall have the right to market the program. Lyft shall in good faith participate but does not have any financial obligation to engage in marketing efforts.

(a) As required in Section 31.0 of the Coordination Agreement, Lyft shall offer one safety training class per quarter in Daly City, during the first four quarters following launch, and after such, offer one safety training class every other quarter in Daly City.

9. Termination

9.1. In the event that Lyft materially breaches the terms hereof and fails to cure such breach within sixty (60) days of having been provided notice of such breach by the non-breaching Party(ies), Daly City and MTC may mutually agree to terminate this Agreement. In the event that MTC or Daly City materially breaches the terms hereof and fails to cure such breach

within sixty (60) days of having been provided notice of such breach by Lyft, Lyft may terminate this Agreement.

10. Data Reporting

10.1. **Key Performance Indicators and Liquidated Damages**

(a) Daly City stations and bikes shall be included in all existing KPIs (excluding KPI 13, Service Area Coverage SF) as outlined in Program Agreement Appendix A Key Performance Indicators and Liquidated Damages and included as Appendix C Key Performance Indicators and Liquidated Damages. Liquidated Damages shall not apply to Daly City specific KPIs for the first 3 months, but Lyft shall make best efforts to meet the KPIs during this period. If there are significant safety or upkeep issues with the system, specifically related to KPI 2, Graffiti Removal, and KPI 3 Litter Removal, Lyft shall work in good faith to address the issues in a timely manner. KPI 11 Bike Availability shall be assessed for the e-bikes, requiring 90% of the on-ground fleet be available to rent. MTC shall include Daly City in Liquidated Damages assessments after the first 3 months, but Lyft and MTC shall revisit this in good faith for any future contracts with Electing Cities.

(b) Daly City will be eligible to receive liquidated damages only on the following KPIs as they relate to Daly City: KPI 1 Station Cleaning, KPI 2 Graffiti Removal, KPI 3 Liter Removal, KPI 5 Station Activations/Deactivations, KPI 11 Bike Rebalancing, KPI 12 Rebalancing.

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11. Station Siting and Permitting

11.1. **Permitting Process**

(a) Within 60 days of the Effective Date, Lyft and Daly City shall meet to finalize the process for permit review and issuance and provide an estimate of the time needed to obtain such permits. This shall specify the requirements for submitting applications for Site Permits, Installation Scheduling Permits and Special Traffic Permits, including drawings, photos, surveying and required paperwork.

(b) Nothing in this Agreement shall be construed as a waiver of any local law, rule or regulation in Daly City, or of Daly City's right to require Lyft to secure the appropriate permits or authorizations for equipment installation on public sites.

(c) If any changes are made to stations, Daly City may require Lyft to submit a revision to the permit.

(d) As required by Section 3.7 of the Program Agreement, Lyft shall submit to Daly City revisions to any rejected application for Site Permits for Stations within 60 days of notice of such rejection, such date being subject to extension by Events of Force Majeure.

11.2. **Siting Criteria**

(a) Within 90 days of the Effective Date, Daly City shall deliver to Lyft the criteria for siting Stations in Daly City (the "Siting Criteria"), which shall include Street Treatment Requirements. Daly City has the right to amend its Siting Criteria, provided that Daly City shall give Lyft not less than 60 days' notice prior to the effective day of any amendment, and no such amendment shall apply retroactively to Stations that have theretofore been installed. Daly City may elect to use the Exhibit A Station Siting Guidelines of the Regional Funding Agreement and included as Appendix D of this Agreement.

11.3. **Locations and Alternatives**

(a) Daly City and MTC have the right to propose station locations to Lyft that meet the required guidelines provided by Lyft, the current version of which is attached hereto as Appendix D Station Siting Guidelines. If Lyft rejects the location, Lyft must provide three (3) alternatives within 1,000 feet of the original proposed location. If MTC or Daly City reject the three (3) alternative locations, MTC or Daly City shall propose a viable alternative location within 1,000 feet of the initial rejected location or start over with a new proposal somewhere else.

11.4. **Site Selection Process**

(a) Public Outreach

(i) Lyft and Daly City shall agree on a clear process for site selection and responsibilities related to community outreach, including any required outreach to residents, business and community groups within affected areas. After aligning on that process, Lyft and MTC shall work in good faith to assist Daly City during any public review processes, including presentations to community groups or public hearings.

11.5. **Site Plans on Public Property**

(a) Lyft shall meet the requirements for site plans on public property, as outlined in Section 18.0 of the Coordination Agreement, below:

SECTION 18.0 SITE PLANS ON PUBLIC PROPERTY

18.1 In connection with the submission of an application for a Site Permit for a Site on public property, Operator shall provide photographs of such Site along with a Site Plan for approval by the applicable Participating City. No Station on public property may be installed, re-installed or adjusted absent approval by the applicable Participating City of the Site Plan for such Station.

18.2 A Site Plan for Stations on public property shall conform with all elements and dimensions relevant to the Siting Criteria including but not limited to Street Treatment Requirements, relevant utilities, doorways, street and sidewalk widths and obstructions, building numbers and amenities. All Site Plans shall be prepared to scale and must be signed by a California-licensed engineer or architect.

18.3 All work on public property must conform to the Site Plan approved in connection with the issuance of a Site Permit.

18.4 In the event that changes to the Site Plan as so approved are required at the time of installation or Adjustment, Operator shall obtain approval from the applicable Participating City for the necessary changes prior to such installation or Adjustment provide such Participating City with an updated Site Plan reflective of the Station's actual, installed condition within 30 days of such installation or Adjustment.

18.5 Operator shall schedule and complete Station installation, De-Installation, relocation, Re-installation or Adjustment upon receipt of permits.

12. Construction and Technical Requirements

12.1. With respect to this Agreement, Lyft shall comply with the requirements outlined in Section 22 of the Coordination Agreement, Construction and Technical Requirements, below:

SECTION 22.0 CONSTRUCTION AND TECHNICAL REQUIREMENTS

22.1 Operator shall have displayed (a) on each Station and each Bicycle within the

Program Area, a unique identifying number that shall be tracked by Operator and made available to MTC and the Participating Cities, and (b) on the handlebars of each Bicycle within the Program Area, safety instructions, including bicycle rules.

22.2 During installation of a Station, Operator shall undertake appropriate efforts, in conformance with all applicable rules and regulations, to ensure safety and to prevent accidents at its work sites, including, if necessary, the placing and maintenance of proper guards, fences, barricades, security personnel and bollards at the curb and suitable and sufficient lighting.

22.3 Operator shall provide, install and maintain, during the installation of a Station, appropriate traffic markings and devices as may be reasonably required by the Participating Cities for on-street locations pursuant to this Agreement.

22.4 Operator shall participate in the Underground Service Alerts program (http://usanorth811.org) to automatically get alerts when utilities are doing work that may affect the Stations.

22.5 All traffic control, warning and guidance devices employed by the Operator during Station installation must conform to the California Manual on Uniform Traffic Control Devices (MUTCD). Operator is further responsible for complying with all applicable city, state, and federal codes, rules and regulations.

13. <u>Indemnification</u>

13.1. With respect to this Agreement, Lyft, MTC and Daly City agree to the indemnification language as outlined in the Coordination Agreement, Section 13.0 as set forth below in this Section 13. For the purposes of this Section 13, MTC and Daly City shall each be a "Public Entity Party" and Daly City shall be a "Participating City".

<u>SECTION 13.0 INDEMNIFICATION</u>

13.1 To the extent Operator is not required to indemnify the Public Entity Parties pursuant to Section 13.2, each Public Entity Party shall indemnify the other Public Entity Parties, their officers, commissioners, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying Public Entity Party, its officers, commissioners, agents, employees, or any of them, under or in connection with this Agreement. The indemnifying Public Entity Party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying Public Entity Party's negligence or otherwise wrongful act or omission and pay all reasonable charges of attorneys and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.

13.2 Operator shall defend, indemnify, and save harmless MTC, the Participating Cities, and their respective commissioners, officers, agencies, departments, agents, and employees (each, an "Indemnified Party"; and collectively, "Indemnified Parties") from and against any and all claims, demands, causes of action, proceedings or lawsuits brought by third-parties ("Claims"), and all losses, damages, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including attorneys' fees and other costs of defense) (collectively, with Claims, "Liabilities"), resulting from, or arising out of, the operation of the Program and the provision of Services, whether such operation or

Services is performed or provided by Operator or by Operator's subcontractors or any other person acting for or on behalf of Operator.

13.3 Notwithstanding the foregoing, the following shall be excluded from Operator's indemnification and defense obligations contained in the preceding paragraph:

13.3.1 Any Liabilities to the extent resulting from, or arising out of: (a) the gross negligence or willful misconduct of any Indemnified Party; (b) Operator complying with the written directives or written requirements of a Participating City, if Operator has previously objected to such written directives or requirements in writing, with respect to (A) the location or configuration of any Station in relation to the street or sidewalk on which such Station is located or to which it adjoins, or (B) a Participating City's Street Treatment Requirements; or (c) the condition of any public property outside of the perimeter of a Station and not otherwise controlled by Operator (and expressly excluding from this clause (c) the condition of the Bicycles or other Equipment).

13.4 If any Claim against Operator includes claims that are covered by clause (c) above or claims contesting a Participating City's authority to issue a permit for a Station, then each party shall be responsible for its own defense against such claims.

13.5 Upon receipt by any Indemnified Party of actual notice of a Claim to which such Indemnified Party is entitled to indemnification in accordance with Sections 13.2 and 13.3, such Indemnified Party shall give prompt notice of such Claim to Operator. Operator shall assume and prosecute the defense of such Claim at the sole cost and expense of Operator. Operator may settle any such Claim in its discretion so long as such settlement includes an unconditional release of the Indemnified Party.

14. Insurance

14.1. With respect to this Agreement, Lyft shall meet the insurance requirements as outlined in the Program Agreement, Section 17 Insurance, and the Coordination Agreement, Section 36.0 Insurance. Lyft shall include Daly City as an additional insured on insurance policies required by such provisions.

15. Advertising

15.1. **Rights to Advertise**

(a) MTC and Daly City hereby grant to Lyft the exclusive right throughout the Term, subject to the specifications, terms, reservations and restrictions of this Agreement and to the extent consistent with local law and any applicable advertising restrictions under existing contracts to which Daly City is bound, (i) to sell and place Advertising and Sponsorship acknowledgments on the Equipment in Daly City, for the purpose of publicly identifying and associating the Program with one or more Sponsors, and (ii) to collect all revenues generated by such Advertising and Sponsorship activities.

15.2. **Restrictions:**

(a) General Restrictions on Advertising and Sponsorship include:

(i) Lyft shall not install, or permit to be installed, on any Equipment, any Tobacco Advertising, Alcohol Advertising, Firearms Advertising or other Prohibited Advertising. Advertising on any Equipment, including electronic media, shall be consistent with guidelines adopted by Daly City for outdoor advertising as set forth in this Agreement. Lyft

shall not place any Advertising or Sponsorship acknowledgment matter that is indecent, in obvious bad taste, or demonstrates a lack of respect for public morals or conduct.

(b) Lyft shall comply with all applicable laws, rules and regulations in force as of the Effective Date and which may hereafter be adopted, to the extent not grandfathered under the law, with respect to Advertising and Sponsorship.

(c) Daly City shall share any restrictions for advertising within 90 days of contract execution, including but not limited to: content-restrictions, stand-alone sponsorship stands, bikes, and docks.

16. Grant of Exclusive Rights

16.1. Daly City grants to Lyft the exclusive rights to operate a bikeshare program in the public rights-of-way in Daly City during the Term, with the exception of: (i) non-automated non-self-service (i.e., renting a bike requires direct in -person human interaction) bike rental operations, (ii) electric scooter sharing program, and (iii) automated (i.e., renting a bike requires no direct in -person human interaction) roundtrip bike share operations (i.e., where the renter is required to return the bike to the same location from which it was rented).

17. Business License

17.1. Lyft shall apply for and have a valid business license to operate bikeshare in Daly City.

18. Definitions

18.1. **Consumer Price Index:**

(a) The Consumer Price Index (CPI) measures the change in the price of a range of goods and services over time and the change in the index is referred to as the rate of inflation.

(b) "CPI Adjustment", as defined in the Program Agreement, shall mean, with respect to a specific cost, that such cost is subject to annual adjustment each January 1 based on changes in the CPI from the Effective Date to the date of adjustment.

(c) Since the CPI data is available every other month, starting in February, February shall be used to calculate the annual adjustment, and December 2015 shall be used as the Effective Date.

(d) The numbers are prepared by the Bureau of Labor Statistics for the Consolidated Metropolitan Statistical Area covering San Francisco, Oakland and San Jose. This series is generally used as representative of the CPI for the nine-county Bay Area region, although a change in the sample geography in 2018 means the index is now reported for the San Francisco-Oakland-Hayward, CA Core Based Statistical Area, covering Alameda, Contra Costa, Marin, San Francisco and San Mateo counties and not the remaining counties. The CPI index used is the Consumer Price Index for All Urban Consumers, as defined in the Program Agreement.

(e) Using the raw Bureau of Labor Statistics CPI numbers, the change in consumer prices from contract execution (December 2015) through until February 2024 are used to calculate the CPI increase, since it refers to the annual adjustment each January 1 and February is the first data available for the calendar year. The consumer prices for all items is used.

(i) The raw data is found here: https://data.bls.gov/PDQWeb/cu and here: https://abag.ca.gov/tools-resources/data-tools/consumer-price-index

[Signature page follows]

IN WITNESS WHEREOF, MTC, Lyft and Daly City have caused this Agreement to be duly executed and delivered as of the day and year referenced above.

METROPOLITAN TRANSPORTATION COMMISSION

DocuSigned by:
Andrew B Fremier
8584B49D6DE64E9...

By: _____

Name: Andrew B. Fremier
Title: Executive Director

LYFT BIKES AND SCOOTERS, LLC

Signed by:
Michael Brous
06E9CF436AE0442...

By: _____

Name: Michael Brous
Title: Head of LUS

DALY CITY

DocuSigned by:
Thomas Piccolotti
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By: _____

Name: Thomas J. Piccolotti
Title: City Manager

Appendix A – Cost of Equipment

(Prices as of December 31, 2015)

OTHER ELIGIBLE CITIES:

- Cost to purchase new Equipment: As set forth in the New Equipment Price Schedule below. The prices set forth in such schedule are subject to PPI Adjustment.

- Cost to install new Equipment (including site planning and drawings): $4,000 per Station, subject to CPI Adjustment

- Cost to operate and maintain the Equipment: $130 per Dock per month, subject to CPI Adjustment, and subject to the following reductions:

    (i) Cost to operate and maintain will be reduced to $97.50 per Dock per month, subject to CPI Adjustment, during any 12-month period in which there is an average of 1 Trip per Bicycle per day for the entire Bicycle Fleet in such Eligible City (subject to Bicycle Availability)

    (ii) Cost to operate and maintain will be reduced to $65 per Dock per month, subject to CPI Adjustment, during any 12-month period in which there is an average of 1.5 Trips per Bicycle per day for the entire Bicycle Fleet in such Eligible City (subject to Bicycle Availability)

    (iii) Cost to operate and maintain will be reduced to $0 per Dock per month, subject to CPI Adjustment, during any 12-month period in which there is an average of 3.0 Trips per Bicycle per day for the entire Bicycle Fleet in such Eligible City (subject to Bicycle Availability)

- If Operator contracts with a private property owner to locate a publicly-accessible Station on private property in the Eligible City, then the cost to operate and maintain the Equipment will be a matter for agreement between Operator and the private property owner.

New Equipment Price Schedule		
Station Size (No. of Bicycles)	**No. of Docks**	**Cost (Excluding Sales Tax)**
8	15	$ 47,166.98
10	19	$ 55,503.56
12	23	$ 63,840.15
14	27	$ 72,176.74
16	31	$ 80,513.33
18	35	$ 88,849.92
20	39	$ 97,186.51

Appendix B – Data Reporting Requirements

MTC shall have real-time, read-only access to data as specified in the Functional Specifications.

Operator shall deliver a monthly report, by the 25th day of each month, to MTC, with all of the data described below, and in a form that is acceptable to, and approved by, MTC for the Program. Except for financial information, the data shall reflect all relevant facts as they existed with respect to the immediately preceding calendar month (e.g., the June report would reflect the non-financial data for May), and the reports shall provide cumulative calendar year-to-date totals for each category (as may be applicable). For all financial information, the data shall reflect all relevant facts as they existed with respect to the calendar month that immediately precedes the immediately preceding calendar month (e.g., the June report would reflect the financial data for April), and the reports shall provide cumulative calendar year-to-date totals for each category (as may be applicable). No more frequently than once every six months, Operator may request a meeting with MTC to assess the effectiveness of these Reporting Requirements; upon mutual agreement, the Reporting Requirements below may be adjusted.

1) Membership:

- YTD membership counts at the end of the reporting month, by membership type and Participating City;
- Number of new members by type and Participating City, who signed up during the reporting month, by day and month; and
- Number of cancellations and expirations of registered members, by type and Participating City, during the reporting month.

2) Ridership:

- "Trip" shall mean the use of a Bicycle from one Station to another Station or back to the initial Station;
- Trips per Day, per Participating City and member type, for the entire Program; and
- Total Trips per month, and YTD per Station, Participating City, and member type, for the entire Program.

3) Environmental Impact:

- Total and average calories burned per Day/month, by Participating City for the entire Program, based on calculation using total and average Trip durations; and
- Carbon offset per month, by Participating City and for the entire Program, based on calculation using total hours of usage.

4) Rebalancing Operations:

- Number of Bicycles rebalanced per Day;
- Bicycles on the street per Day per Participating City;
- List of full and empty instances (Station, start time, end time, and date) in excess of 10 consecutive minutes between 6:00 AM and 10:00 PM;
- Count of full and empty instances per Station and Participating City by Day and month in excess of 10 consecutive minutes between 6:00 AM and 10:00 PM;
- Breakdown of full and empty instances by duration in excess of 10 consecutive minutes between 6:00 AM and 10:00 PM;
- List of full and empty instances (Station, start time, end time, and date) between 6:00 AM and 10:00 PM at "priority" Stations (to the extent "priority" Stations have been established);
- Count of full and empty instances per Station and Participating City by Day and month between 6:00 AM and 10:00 PM at "priority" Stations (to the extent "priority" Stations have been established);
- Breakdown of full and empty instances by duration between 6:00 AM and 10:00 PM at "priority" stations (to the extent "priority" stations have been established); and
- Percentage of time Stations are normal, full, or empty.

5) Station Maintenance Operations:

- List of Stations cleaned and dates of each cleaning;
- Number of active Stations;
- List of all Station malfunctions (Station, start and end date and time, and event); and
- Percentage of time Stations were available to provide rentals for monthly and annual members by Station and for the entire Program.

6) Bicycle Maintenance Operations:

- Count of Bicycles checked per month;
- Count of Bicycles repaired per month;
- List of Bicycles by unique ID number not checked per month.

7) Incident Reporting:

- List of all incidents (crash, vandalism, theft, and police action) with dates and summary of outcomes.

8) Customer Service Reporting:

- Number of calls and emails, with total and broken down by classification;
- Average time to answer call;
- Average time of call;
- Number of refunds and amount given per month; and
- Upon call center software availability, number of calls of different types of issues, and average length of call.

9) Customer Outreach:

- Web site analytics.

10) Financial Summary:

- Fees assessed to bike share users due to lost or damaged bicycles;
- Revenue generated from subscriptions, by subscription type;
- Revenue generated from usage fees, by subscription type; and
- Revenue generated from other sources, including Advertising and Sponsorships.

11) Compliance with KPIs:

- Recorded Bicycle Fleet Level for each day as recorded between the hours of 11:00 AM and 3:00 PM.

Appendix C – Key Performance Indicators and Liquidated Damages

This Appendix C sets forth the Key Performance Indicators and the liquidated damages assessed against Operator for failing to comply with the Key Performance Indicators. Key Performance Indicators are subject to extension for Events of Force Majeure. Liquidated damages are subject to the annual limitation of 4% of Ridership Revenues.

KPI #	Title	Definition	Measurement Tool(s)[1]	Liquidated Damages
1	**Station Cleaning and Inspection**	Station Cleaning for each Station must occur 2 times per month-- one time between the first and fifteenth days of the month, and one time between the sixteenth and last days of the month. Litter removal needs to occur for on street Stations at least once per week. Additional litter removal to occur on an as-needed basis.	Operator records/ databases	$75 for each Station that is not cleaned according to schedule.
2	**Graffiti Removal**	(a) Except as required by clause (b) below, Operator shall remove conspicuous graffiti within 72 hours after Notification. (b) Operator shall remove racist and hate graffiti within 4 hours after Notification.	Operator records/databases	(a) $50 for each 24-hour period (or part thereof) beyond 72 hours. (b) $50 for each 4-hour period (or part thereof) beyond 4 hours.
3	**Litter Removal**	Operator shall remove conspicuous accumulations of litter from Stations within 24 hours after Notification.	Operator records/databases	$50 for each 4-hour period (or part thereof) beyond 24 hours.
4	**Bicycle Maintenance**	Every Bicycle in the Bicycle Fleet shall receive a Bicycle Maintenance check at least once every two calendar months.	Operator records/ databases	$25 for each Bicycle that is not subject to a Bicycle Maintenance in any 2-calendar month period.
5	**Station Deactivation and De-Installation**	As directed by MTC or a Participating City, Operator must perform: (i) Station Deactivation(s); (ii) Station De-Installation(s); (iii) Station Re-Installation(s); (iv) Station Adjustment(s). (i) Operator will Deactivate a Station within 24 hours after a request from a Participating City, except in instances where the continued presence/activity of the station has been determined to pose a threat to public safety. (ii) Operator will complete a De-Installation of a Station within 72 hours after a request from a Participating City, except in instances where the continued presence/activity of the station has been determined to pose a threat to public safety. (iii, iv) Deactivated Stations must be reactivated within 24 hours of direction from a Participating City. De-Installed or Adjusted Stations must be reinstalled or Readjusted to their original configurations within 72 hours of direction from a Participating City. Notwithstanding the foregoing, the KPIs for De-Installation and reinstallations are limited to 20 in any 72-hour period. The time permitted for larger scale De-Installation and reinstallation will be subject to agreement between Operator and MTC.	Electronic communications	(i) $75 for each hour of delay (or part thereof) beyond 24 hours for Deactivation. (ii) $75 for each hour of delay (or part thereof) beyond 72 hours for De-Installation. (iii, iv) $50 for each hour of delay (or part thereof) beyond 24 hours for reactivation; $50 for each hour of delay (or part thereof) beyond 72 hours for reinstallation or Readjustment.

KPI #	Title	Definition	Measurement Tool(s)[1]	Liquidated Damages
6	**Program Functionality**	The Program must be operational 100% of the time every month (i.e., every hour of every day, 24 hours per day, 7 days per week, measured monthly), so that, at a minimum, all Program users can dock and undock Bicycles at all times, excluding (i) scheduled downtime, and (ii) any period when the Computer Hardware for the Program and/or Software is, and remains, damaged through Hacking. Program Functionality does not apply to hardware malfunctions at individual Stations or to individual Stations that are not Operable Stations.	Software System	If in any month the Program is operational less than 100% of the time, then $300 for every hour (or part thereof) that the Program is not operational.
7	**Station Operability**	Stations, in the aggregate, must be Operable Stations 99% of the time every month (i.e., every hour of every day, 24 hours per day, 7 days per week, measured monthly), excluding (i) during scheduled downtime, and (ii) any period when a Station is not an Operable Station because the Kiosk or other Equipment located at the Station has been damaged by third-parties. Calculated by taking the sum of the number of hours that each Station was an Operable Station during a month, dividing that sum by the product of the total number of hours in the month and the number of Stations that month. Station Operability does not apply during any period in which the entire Program system is down.	Operator records/ databases	If in any month the Stations are not Operable Stations 99% of the time, then $100 for every hour that Stations are not Operable Stations below the 99% threshold.
8	**Website Operations**	The Program website must be operational 100% of the time every year (i.e., every hour of every day, 24 hours per day, 7 days per week, measured annually) excluding (i) scheduled downtime, and (ii) any period when the Computer Hardware for the Program and/or Software is, and remains, damaged through Hacking.	Operator records/ databases	If in any year the website is not operational 100% of the time, then $50 for every hour each year that the website is not operational.
9	**Telephone Answering Time**	Not less than 80% of telephone calls to Operator's call center each month must be answered by a person within 90 seconds or less.	Operator records/ databases	$100 for every percentage point below 80% that telephone calls are not answered in 90 seconds or less in any month.
10	**Email Response Time**	Not less than 95% of emails to Operator's public information email address must be answered within 1 business day.	Operator records/ databases	$100 for every percentage point below 95% that emails are not answered within 1 business day or less in any month.
11	**Bicycle Availability**	This Bicycle Availability requirement is met if the monthly average Bicycle Fleet Level, recorded once each Day of the month between the hours of 11:00 AM and 3:00 PM, is not less than 90% of the Program Fleet. Damages are calculated as the sum of Bicycles under the threshold for each Day that the recorded Bicycle Fleet Level is less than the required Bicycle Fleet Level.	Software System	$15 for each Bicycle that is under the 90% threshold each month.
12	**Rebalancing**	No station Cluster shall be completely empty of available bikes for use or completely lacking of empty, operable docks for more than 10 consecutive minutes during Peak Hours (i.e., 6:00 am to 10:00 pm). The Rebalancing KPI set forth above is an interim KPI. During the Assessment Period (as defined in Section 2.6.2(b) of the Agreement), the Rebalancing KPI will be assessed and reformulated, and a new Rebalancing KPI will be fully implemented immediately following the Assessment Period.	Software System/ Operator records/ databases	$1.00 for each minute that a Cluster Outage occurs beyond 10 consecutive minutes during Peak Hours. Liquidated Damages do not apply to the Stations installed as part of a Phase for the first 6 months after the completion of such Phase.

Appendix D –Siting Guidelines for Bay Wheels Stations

Siting Guidelines for Bay Wheels Stations

Executive Summary

This document provides current best practices in station siting for classic stations. These best practices are intended to help standardize and optimize siting efforts for MTC funded stations in the Bay Area. Best practices are broken up into three categories: outreach, feasibility, and placement. Each best practice is labeled as a "recommendation" or "requirement". Recommendations are best practices that should be followed whenever possible. Requirements must be followed* to create a successful station site.

*Note that these are internal guidelines, and some jurisdictions may have additional requirements that override or contradict this guidance. In these cases, it is usually best to follow the more restrictive guideline.

Best Practices

Outreach

Best practices in this category are related to community and stakeholder engagement during the siting process. There are often political considerations that need to be addressed when siting stations, and these can add significant time to the permitting process.

Recommendation: Outreach and local learnings should inform station siting & placement, but avoid letting political expediency drive station siting (parking conversion will almost always be contentious).

Rationale: Refer to local comm affairs / policy team for details, but note that siting in or near the following areas can impact permitting timelines and should generally be avoided:

- **Blue zones** may be moved or modified as a part of overall street changes, but would likely result in a longer permit lead time and potential for conflict.
- Avoid siting near **school passenger loading** zones (either sidewalks or on-street): Conflicts, or a perception of conflicts, tend to arise even while observing a minimum clearance from stations. This can lead to long permit lead times, or political requests to move a permitted station, even after deployment.
- Avoid siting **near churches or other places of worship.** This can be a long and contentious proposition: Conflicts, or a perception of conflicts, tend to arise even while observing a minimum clearance from stations. This can lead to long permit lead times, or political requests to move a permitted station, even after deployment.

Feasibility

Best practices when assessing whether a station at a particular intersection, landmark, or other location is practical or desirable are grouped in this section. These practices are closely connected to the logistics of station operations. Some potential locations may be ruled out altogether if the requirements in this section are not met.

Recommendation: Bike share stations are most successful when located at community destinations where people are already visiting:

- Commercial districts
- Employment centers
- High density housing
- Recreation areas
- Adjacent to bike routes
- Transit Hubs

Requirement: Freestanding station equipment should not be placed on streets with profile slopes (parallel the street) at or above 8% for Classic stations and 5% for LWS hardware.

> **Rationale:** Station equipment on steep grades face more frequent plate separation and issues with docking our vehicles, requiring more ops touchpoints.

Requirement: Avoid siting stations on sidewalks or streets with a cross-slope of 2% grade or greater.

> **Rationale: Avoiding sites with a cross-slope greater than 2% maintains** sidewalk accessibility and reduces sub-optimal user experience & docking failures.
> **Context/Tips:** The ADA requires sidewalks to have a cross-slope of less than 2%, but in hilly cities with older non-standard sidewalk design (e.g., San Francisco), the cross slope may already exceed 2% grade. In these situations, the regulators may approve of deploying stations on sidewalks with elevated cross-slopes, provided other conditions are maintained (e.g., as long as the station doesn't block the least steep portion of the sidewalk).

Recommendation: Siting stations on public property under the jurisdiction of your local regulator is recommended. Siting stations on private property is acceptable as long as 24 hour public access is maintained.

> **Rationale:** Avoid siting stations outside the jurisdiction of your regulator for ease of permitting, and avoid unnecessary timelines and potential costs associated with 3rd party agreements. Private property agreements for privately funded stations can be considered, if rider and ops team access is prioritized.

Recommendation: Consider ops vehicle loading options when siting stations.

Rationale: Siting stations at locations with no legal loading options nearby increases the risk of parking infractions for ops vehicles servicing the station or rideables.
Context/Tips: to the extent possible, work with city regulators to co-locate loading zones with stations and avoid siting stations in locations without direct street access. In NY and NJ, fire hydrant zones may be used for ops vehicle loading.

Requirement: Stations should be installed on concrete, asphalt, or well-maintained pavers. Concrete and asphalt should be prioritized over cobblestone and other hard but less uniform surfaces.

Rationale: Installing stations on unpaved surfaces like grass or decomposed granite landscaping increases maintenance and docking issues as plates can settle and sink at different rates. Cobblestone and other uneven hard surfaces like poorly maintained brick pavers can contribute to higher misdock rates and station plate shifting.
Unpaved surfaces also add complexity to installation (e.g. if a surface is damp, forklifts can get stuck, and plates may sink, as seen in the 2100 Powell St station deployment).
Regardless of surface type, it is best practice to keep station areas clear of grass and other vegetation.

Requirement: Prioritize locations that have the greatest amount of solar exposure (north side of a street, as close to the intersection as possible, in areas with less tree cover).

Rationale: Less Operational touch points, general visibility, ease of installation.
Context tips: as much as possible, Lyft should hold tight to solar visibility as a hard requirement for station selection. While there are instances that it may be politically advantageous to accept a poor solar location (if it is the only politically viable location left in an area) it should be made clear to city partners that this will be an exception, not an acceptable precedent. Additionally, overhead objects that can obstruct solar exposure; such as bridges, trees, and powerlines; can also make use of crane equipment difficult during station installation (see Placement Section for overhead obstruction recommendation).

Requirement: Prioritize locations that enable riders to quickly and comfortably grab a bike and go:

- Adjacent to bike routes & shared ped-bike paths
- Avoid siting in center medians unless there is an adjacent bike lane or it is a low speed / volume street
- Streets with a speed limit under 35 where bike infrastructure is not fully separated

Rationale: We want to make bike share stations the most convenient mode of transportation. It should be easy for a first time rider to unlock a bike and access a comfortable and convenient path of travel.

Placement

Prescriptive guidelines intended to identify the best possible site for a station at a given location are found in this section. Placement best practices typically only become relevant once a location has been determined to be feasible.

Recommendation: Stations should be placed within walking distance of the nearest existing stations (stations be no further than 1320 ft (0.25 mi) from each other at maximum).

> **Rationale:** Siting stations within a reliable walking distance from each other is a benefit both UX and Operations. Research has shown that the public's willingness to walk to commuter rail is 0.5 mi, but for most people it drops off at 0.25 mile or 1320 ft. As a last mile connection to public transit, willingness to walk to transit is suspected to be lower (1000 ft) (NACTO 2011). A rider encountering an empty or full station, must walk to the nearest station to start or conclude their trip, and a long walk away from their destination may reduce their willingness to use micromobility for future trips. From an operations perspective, stations that have some redundancy in a walkable area are less likely to suffer from empty/fulls.

Recommendation: Stations should be located as close to intersections as possible for maximum visibility.

> **Rationale:** A station located at an intersection ensures that a station can be viewed from multiple approaches, and increases casual engagement with the station. Avoid midblock station locations.

Recommendation: Station equipment should not obstruct driveways or wheelchair ramps.

> **Rationale:** This will likely be required in every jurisdiction Lyft operates and create inherent conflicts with other street users.

Recommendation: Station equipment should not obstruct or impede access to crosswalks.

> **Rationale:** This will likely be required in every jurisdiction Lyft operates and create inherent conflicts with pedestrians.

Recommendation: Station placement should be prioritized on cross-streets near bus routes, as opposed to directly on bus routes.

> **Rationale:** Placing stations on cross-streets will allow for close proximity to transit stops without creating conflicts with transit operations. Most jurisdictions don't allow stations within bus stop footprints. Siting a station directly adjacent to a bus stop further increases the likelihood of a conflict with ops vehicle loading. If there is a legal loading option nearby, station placement adjacent to a bus stop may be acceptable.

Requirement: Sidewalk station siting must account for a minimum of 4' clearance available for pedestrian passage after placement, but 6' clearance is recommended and consistent with many local regulatory preferences,

Rationale: A 6' sidewalk clearance minimum is plenty of space for pedestrian passage and ADA (Americans with Disabilities Act) compliance in most cases. For sidewalk stations where bikes are not immediately adjacent to the roadbed, 6' provides riders with sufficient space to maneuver bikes without interfering with other pedestrians. The ADA minimum width of any continuous pedestrian access route (PAR) is 4'.[1]

Context/Tips: Depending on the side of the sidewalk, the pedestrian volumes, and certain street designations, the pedestrian access route, or PAR, requirements may increase beyond the typical city standards.

Recommendation: When locating stations in the parking lane, consider taking advantage of no parking zones (NPZs) to minimize parking conversion.

Rationale: In some markets, No Parking, No Stopping, No Standing, and other red zones can be converted to bike share uses, reducing the total amount of parking converted, which can reduce permitting friction. Taking advantage of a NPZ at an intersection can also bring stations closer to the intersection, making a station more visible (and sometimes more solar accessible). Discuss siting guidelines in red zones with city partners before proceeding with siting in these areas.

Context/Tips: Sometimes, a NPZ left untouched can be used for quick van ops loading, depending on your regulator's ticketing environment.

Requirement: Never cover in-ground utilities *[sewer access, utility caps, storm drains, etc]* with station plates. Recommend maintaining a 2'-3'' clearance from station plates.

Recommendation: Avoid sites with overhead obstructions (powerlines, bridges, etc.).

Rationale: Overhead obstructions like bridges and powerlines make station installations more difficult in markets that rely on cranes for deployments. Obstacles like bridges and overpasses also shade the solar panel and adversely impact station battery charge (see Feasibility Section for Solar visibility requirements).

Recommendation: Orient stations so that riders can quickly and comfortably grab a bike and go:

- Place stations so that front wheels are oriented away from the travel lane
  - Front wheels oriented towards curb in a standard parking lane,
  - Front wheels oriented towards roadway in parking protected bike lanes
- Siting should not require riders to lift the bike over a curb (for sidewalk locations, aim for proximity to a curb cut).
- Stations should be placed **parallel** to any adjacent bike path when possible.

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- Wherever possible, siting should allow space for riders to back up the bike without entering the bike lane (1 ft between back of tire and adjacent bike or travel lane)
- Stations should never be oriented so that riders need to maneuver a bike up over a curb to get riding.

Rationale: Stations that follow these recommendations will create a more seamless user experience and lead to greater rider satisfaction overall.

Recommendation: Station equipment should be placed within sight triangles (areas near intersections where parking is not permitted to increase driver visibility) as permitted by local jurisdictions.

Rationale: These locations generally have few conflicts with other uses, and pose no obvious operational drawbacks. Some jurisdictions may have additional requirements or won't permit stations within sight triangles due to visibility concerns. Sight triangles are sometimes called daylighting zones.

Recommendation: Ad panel should be visible to passerby but not obstruct crosswalks from view.

Rationale: Ad panel placement will vary by intersection, and planners should identify any conflicts between ad panel visibility and the visibility of crosswalks and other pedestrian crossings. Where stations are within 5 ft from a crosswalk, placing ad panels away from intersections and driveways increases visibility for pedestrians, cyclists, and drivers using the street and minimizes the potential for right-turn conflicts. Placing ad panels near intersections but outside of sight triangles makes them more likely to create measured impressions without impeding visibility.

Recommendation: Kiosks should face the sidewalk when possible. Kiosks may face the street when obstructions make sidewalk access difficult.

Rationale: Sidewalk access makes for a safer and more comfortable user experience than roadbed access.

Requirement: Bridging is required where station gaps exist, but it is strongly recommended that gaps be avoided when siting stations.

Rationale: Bridging is costly and difficult to implement. Each section of bridging must be custom-made to fit the site, lengthening the installation process significantly. Bridging also inherently presents a tripping hazard for pedestrians and exposes station cabling to additional wear and tear.

Recommendation: Stations should be sited in the street ("below the curb" or roadway stations) locations wherever possible.

Rationale: On-street (below the curb) stations don't conflict with pedestrian traffic and don't encourage sidewalk riding. On-street locations generally have fewer conflicts with street furniture and utilities. They also are easier for operations staff to access, given their

closer proximity to travel lanes. On-street stations are not possible in all locations, and some jurisdictions are reluctant to give up parking to allow them.

Street Treatments

Recommendation: Striping is recommended for roadbed stations wherever possible.

Rationale: Striping increases station visibility for riders, drivers, and other street users, and is considered a UX improvement. However, it does add additional cost to station installations, and may not be allowed in all jurisdictions.

Recommendation: Flexible delineator posts are strongly recommended for roadbed stations.

Rationale: Flexible delineator posts provide even greater visibility benefit than striping and reduce the likelihood of car strikes.

Recommendation: Flexible delineator posts are recommended for sidewalk stations when possible.

Rationale: Flexible delineator posts will reduce tripping hazards for pedestrians by aiding in cane detectability.