



City of Kirkland

Request for Proposal

Pilot Bike Share Program

Job # 20-19-PW

Issue Date: April 3, 2019

Due Date: April 17, 2019 – 4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Pilot Bike Share Program

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **April 17, 2019 by 4:00:00 PM PST will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 3rd day of April, 2019

Greg Piland
Purchasing Agent
425-587-3123

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 84,680, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The City of Kirkland is seeking the professional assistance of qualified firms to provide consulting services for its multifamily recycling education and outreach program.

Kirkland will be launching a one-year pilot bike share program which will grant up to two bike share operators use of a City of Kirkland Terminable Right-Of-Way Use Permit to operate private bike share programs in City of Kirkland right-of-way for up to 12-months subject to the associated requirements.

Scope of Work

The selected bike share operators shall demonstrate the qualifications for successfully managing a bike share program and availability to provide the bike share bicycles and staffing to support management of the program. Selected operators must be able to demonstrate the ability to address the associated requirements and application criteria.

Bike share operators shall also be readily available to respond to City staff inquiries including but not limited to complaints, rebalancing, and events and be responsive as needed.

See the Terminable Right-of-Way Use Permit Requirements for specific tasks and rules.

Minimum Qualifications

Minimum qualifications are required for a qualified operator to be eligible to submit a response to this RFP. Responses must clearly show compliance with these minimum qualifications. Qualifications that are not responsive to these minimum qualifications shall be rejected by the City without further consideration.

- Qualified bike share operator must demonstrate expertise and experience managing a bike share program. Qualified firms must address how their company is able to adhere to the requirements of the Terminable Right-of-Way Use Permit.
- Qualified bike share operator must demonstrate that they will have staffing available as a contact that can be responsive to the City as well as the staffing capability to rebalance bikes according to the requirements.

Proposal Submission and Evaluation

Any company interested in applying for a permit shall submit an application to the City of Kirkland. The application must include a Bike Share Management Plan in accordance with the requirements as defined in the Attachment A: Terminable Right-of-Way Use Permit and the

associated requirements in Attachment B. In summary and not as a limitation on what is required under Attachment A, the below elements are required in the Bike Share Management Plan:

- a) Letter of Introduction briefly describing the operator, the name, address, e-mail, and phone number of the Project Manager
- b) Experience and Qualifications addressing how the operator has learned from past experiences and what was their approach to unforeseen challenges.
- c) Contact information, which shall remain current, and name for the City's direct point(s) of contact for bike share staff that are responsible for and capable of rebalancing bicycles, removing obstructions, and removing damaged bicycles or bikes not in compliance with the permit conditions;
- d) An explanation of staffing and employment practices, location of operations and description of staffing that will be handling the management and operations of this program
- e) Fleet information, including images and description of bicycle(s) and demonstration of GPS tracking accuracy;
- f) Mobile application information, including images and description of interface, functionality and multi-lingual support; assessment of GPS technology and real-time tracking of bicycle locations and trip data; functionality related to geofencing and supporting proper bicycle parking and ability for customers to report safety concerns or maintenance issues.
- g) Size of available fleet for a May 1st launch, (within the 100 minimum and 200 maximum range), when the operator is able to place bikes out for service (within the 60-day requirement), and how the operator plans to optimize the size of fleet throughout the 12-month pilot program including size of fleet desired to roll out if given approval to expand; If the operator is unable to place bikes out for service within the 60-day timeline, include plan for how and when the operator would be able to place bikes into service.
- h) Plan for retrieval and relocation of bicycles associated with complaints, illegal parking, and notices of unsafety and redistribution of bicycles as called for in the permit requirements;
- i) Proposal for incentive(s) to encourage bike share users to end trips and park bicycles in preferred parking areas ("bike hubs");
- j) Proposal for disincentive(s) to discourage bike share users from parking bicycles in defined *No Parking Areas*;

- k) Plan for educating and encouraging users to comply with permit conditions that relate to user behavior including helmet usage, proper bicycle parking practices, and bicycling laws and regulations including yielding to pedestrians;
- l) Information for multi-lingual support currently part of the mobile application or plan and timeline for how the operator will address limited English customers.
- m) Plan for facilitating the provision of affordable and accessible bike share service for low-income, unbanked, and underserved populations;
- n) References and examples demonstrating Applicant's and commitment to providing high quality service that is responsive to the jurisdictions within which Applicant currently operates;
- o) Information about how the company's waste and recycling policies and battery charging practices align with the City's environmental goals including the Climate Protection Action Plan
- p) Demonstration and commitment of the operator to share the required fields using the Mobile Data Specification feed format and plan and schedule for sharing complaint information and other highlights with the City.

Qualified Firm Selection Criteria

Qualified firms will be evaluated based on the criteria listed below. The City of Kirkland reserves the right to award a contract for the services sought to one or more operator based on the qualifications received and needs of the City.

Evaluation Criteria	Weight
Quality of fleet and mobile applications and commitment to data sharing and using MDS feed	20 pts
Availability to launch on or within 30-days of May 1st	10 pts
Parking and Fleet Management Plan including incentivizing/ disincentivizing bike parking	20 pts
Education and encouragement plan	15 pts
Equity Plan - addressing low-income, unbanked and limited English customers	10 pts
Addressing Environmental Goals	10 pts
Experience and Expertise	15 pts

A selection committee will review all applications, select finalists and may conduct interviews prior to making the final selection of the operators. The City reserves the right not to grant any operator use of the permit if it finds that the qualifications submitted do not meet the specific requirements.

Prior to awarding the permit, the City and the selected operator will meet to settle contract details. A letter notifying the operator of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the operator in the preparation of the proposal. Once submitted to the City, all qualifications will become public information.

Once a company is selected and upon issuance of the permit, the chosen operator(s) must submit to the City:

- a) a valid City of Kirkland business license;
- b) a valid insurance certificate;
- c) payment of required Permit Fee and total amount of the program fee for the fleet size at launch (Requirement F2);
- d) Bond (Requirement O11);
- e) Two account logins for City oversight;

Proposal Submittal Instructions

Proposals must be received no later than **April 17, 2019 by 4:00 PM PST** and demonstration of experience and the Bike Share Management Plan must be no more than 20 pages.

We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #20-19-PW" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #20-19-PW
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope Pilot Bike Share Program RFP. The supplier's name and address must be clearly indicated on the envelope.

Submittal Deadlines

The following schedule contains major milestones and may be modified as a result of qualified firm qualification submittals and contract negotiations:

RFP posted	Wednesday, April 3, 2019
RFP questions due:	Sunday, April 7, 2019
RFP questions posted with City responses:	Wednesday, April 10, 2019
RFP submittal date:	Wednesday April 17, 2019
Qualified Firm Interviews (if needed):	April 22nd – April 26th
Qualified Firm Selection:	Monday, April 29, 2019

General RFP Information

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFQ proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the Service Provider agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

Contract

The Bike Share Operator and the City will issue a Terminable Right-of-Way Use permit upon agreement of the associated requirements (*Attachments A and B*).

Questions

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City’s RFP Coordinator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City’s RFP Coordinator for this project is:

Name: Kimberly Scrivner
Address: City of Kirkland, Public Works
123 5th Avenue, Kirkland, Washington 98033
E-mail: KScrivner@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Greg Piland, Purchasing Agent, at purchasing@kirklandwa.gov or (425) 587-3123.

CITY OF KIRKLAND
TERMINABLE RIGHT-OF-WAY USE PERMIT

_____ All Rights-of-Way in the City of Kirkland _____ (location of site)

In consideration of the fees, covenants, conditions and agreements herein contained the **CITY OF KIRKLAND**, a Washington municipal corporation (the "City"), hereby grants **LEGAL COMPANY NAME (a/k/a COMPANY DBA)** a Washington corporation ("Permittee"), a non-exclusive terminable right-of-way use permit (the "Permit") to use public right-of-way, per KMC Section 19.04.050, in the City of Kirkland, King County, Washington, subject to the following and Attachment A: Bike Share Permit Requirements:

1. The Permit Area.

The Permit Area includes any and all rights-of-way in the City of Kirkland. It does not include privately owned properties or other Public Property. Permittee is responsible for obtaining formal approval from the owner to operate on privately owned properties.

2. Use of Permit Area.

The Permit is granted to Permittee for the purpose of allowing Permittee's free-floating bike share bicycles to temporarily be parked on City right-of-way, in City parks, and on the Cross Kirkland Corridor during the period of time between rides by customers, subject to requirements in Exhibit 1-A. Violation of these requirements are subject to code enforcement under the Kirkland Municipal Code, including but not limited to, KMC Section 1.12.020 (j), (k), and (m) or other applicable law.

3. Term of Permit.

The initial term of this Permit shall be for twelve (12) months, commencing on the date of this Permit. This Permit may be renewed upon the mutual written consent of the City and the Permittee.

4. Fees.

The Permittee shall pay to the City an annual permit fee of \$2,032 and a program fee of \$35 per bike at the commencement of the term. If the bike share program is extended beyond the pilot, an additional permit fee would be required.

5. Required Attachments to Permit

Any company interested in applying for a permit shall submit an application to the City of Kirkland. The application must include a Bike Share Management Plan in accordance with the requirements as defined in Attachment A. In summary and not as a limitation on what is required under Attachment A, the below elements are required in the Bike Share Management Plan:

- A. A Bike Share Management Plan that includes all the elements outlined in the Scope of Work
- B. Size of fleet at launch, and size of fleet desired to roll out if given approval to expand;
- C. Plan for educating users on proper bicycle parking;
- D. Plan for encouraging compliance with the King County Helmet Law 9.10.010;
- E. Company's waste, recycling and battery charging policies
- F. Plan for addressing unbanked, low-income and limited English speaking groups
- G. Deposit including the permit fee and the total amount of the program fee for the fleet size.
- H. Proof of approved city of Kirkland Business License upon issuance of permit.

If the application meets all the requirements, operators will need to submit the items below prior to issuance of the permit.

- A. Bond (Requirement O11);
- B. Two account logins for City oversight;
- C. Deposit check made payable to City of Kirkland;
- D. Program fee (Requirement F2) to City of Kirkland.

7. Indemnification.

In consideration for the City's permission to use or occupy the public right-of-way that permits free-floating bike share according to the submitted terminable right-of-way use permit application, the Permittee agrees as follows:

1. The Permittee, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Kirkland and its officials, officers, employees, and agents from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, reasonable attorney fees and necessary litigation expenses, and damages of every kind and description brought by third parties including but not limited to actual or alleged bodily injury including death, or actual and alleged damage to property; resulting directly or indirectly from any act or omission of the permittee, its subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable for; arising out of or in connection with Permittee failing to respond to a public records request where it has a legal obligation to do so or failing to provide records to the City needed for City to respond to a public records request, the permittee using or occupying the public right-of-way or any person

operating the permittee's bicycle or other device who is or is not wearing a helmet.

2. The Permittee's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage to the extent caused by the negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. If a claim is made or filed against the Permittee, the City will provide notice to the Permittee of the claim in writing, and the Permittee will have sole control over and will defend, compromise, or settle the claim at its sole expense. Notwithstanding the foregoing, the Permittee may not settle any claim, suit or action without the prior written consent of the City, which shall not be unreasonably withheld.

4. The Permittee, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Permittee or the Permittee's successors, heirs, or assigns to use or occupy the public right-of-way. Upon 30 - days' notice, the City may revoke the permission to use or occupy the public right-of-way. If the use or occupation becomes dangerous, or if the use or occupation is not being maintained or used, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

5. The Permittee, on behalf of the Permittee and Permittee's successors, heirs, and assigns, specifically and expressly agrees to waive Permittee's and Permittee's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Permittee, on behalf of Permittee and Permittee's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

6. The Permittee and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Permittee and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy within 10 days from notification by the City.

7. The Permittee makes this Agreement on behalf of the Permittee and Permittee's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

8. Assumption of Risk

Permittee acknowledges and assumes all risk of damage to its property in City right of way.

9. Insurance.

A. Permittee shall procure and maintain Commercial General Liability insurance, as required in this Section, without interruption from commencement of this Permit through its termination, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with this permit. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Permit.

Permittee's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit

C. Permittee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Permittee's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Permittee before commencement of operations or activities under this Permit.

F. Public Entity Full Availability of Contractor Limits

If Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Permittee, irrespective of whether such limits maintained by Permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Permittee.

10. Notice of Cancellation of Insurance.

Permittee shall provide the City with written notice of any policy cancellation within two business days of Permittee's receipt of such notice.

11. Failure to Maintain Insurance.

Failure on the part of the Permittee to maintain the insurance as required in this Permit shall constitute a material breach of the Permit, upon which the City may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City.

12. Maintenance and Repair.

Permittee shall, at its sole cost and expense, and throughout the term of this Permit, keep its bicycle equipment in good condition and in a good state of maintenance and repair.

13. Assignment.

This Permit and all rights hereunder shall not be transferable by Permittee for any reason whatsoever without the prior consent of the City.

14. Termination.

Either party may terminate this permit on 30 days written notice to the other and Permittee is responsible for removing all bikes from the City's right of way within that period of time.

In the event the Public Work's Director determines 1) Permittee's operation poses an immediate threat to public health, safety or welfare or 2) at the Director's sole discretion, a sufficient number of private property owner's complain about the bikes being left on their property, then the Director may immediately terminate the permit by giving notice as provided in Section 15. In either event, Permittee agrees to permanently remove its bikes from Kirkland's rights of way, parks and the CKC by the date given in the notice of termination.

In the event of termination, Permittee agrees the City may remove and store or dispose of Permittee's bikes if they have not been removed within the applicable period of time and Permittee will reimburse the City for any costs it incurs.

14. Attorneys' Fees.

In the event that either party shall be required to bring any action to enforce any of the provisions of this Permit, or shall be required to defend any action brought by the other party with respect to this Permit, and in the further event that one party shall entirely prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in

connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

15. Notices.

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses or to such other respective addresses as either party may hereafter designate in writing:

To the City: City of Kirkland
 123 Fifth Avenue
 Kirkland, Washington 98033
 Attention: Department of Public Works

To Permittee: _____

Notices and payments sent by certified or registered mail shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

16. Compliance with Laws.

Permittee shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Permittee must maintain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

IN WITNESS WHEREOF, the parties hereto have signed this Permit as of the _____ day of _____, 2019 (the "Commencement Date").

CITY OF KIRKLAND

Kathy Brown, Public Works Director

Approved as to form:

City Attorney

PERMITTEE

By: _____

Its: _____

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy Brown, to me known to be the Public Works Director of The CITY OF KIRKLAND, the Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____,

the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing: _____
My Commission Expires: _____

City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment B: Requirements for Bike Share Pilot



April 3, 2019

DEFINITIONS

- **2019–2020 Pilot** – the period beginning at system launch (tentatively May 1st, 2019) and concluding one year thereafter.
- **Active Fleet** – all of an operator’s bicycles that are permitted for use within Kirkland’s city limits and in use, available for rental, or temporarily disabled pending maintenance. Bicycles that are at an operator’s maintenance facility are not considered part of the active fleet.
- **Applicant** – a bike share company applying for a ROW Use Permit to operate in the City of Kirkland.
- **Available for rental** – the device is deployed, has not been placed in a maintenance mode or remotely suspended, and can be rented using the rental methods the vendor provides.
- **Bicycle** – defined by [RCW 46.04.071](#) as a device upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter.
- **Bicycle in Service** – a subset of the “Active Fleet.” Bicycles that are temporarily disabled pending maintenance or at an operator’s maintenance facility are not considered in service.
- **City** – the City of Kirkland.
- **Deploy** – placing a bicycle in service. See also “Rebalance.”
- **Device** – bicycle or electric-assisted bicycle the vendor deploys or proposes to deploy under these permit requirements.
- **Driveway** – an area designed to provide vehicular access to a parking area or structure, as defined by [KZC 5.10.240](#).
- **Electric-Assisted Bicycle** – defined by [RCW 46.04.169](#).
- **Dockless Bike Share** – see “Free-Floating Bike Share”
- **Free-Floating Bike Share** – on-demand rental bikes that are equipped with a locking mechanism and GPS unit and do not use purpose-designed station equipment except as may be used for charging the batteries of electric-assisted bicycles.
- **Fleet** – See “Active Fleet”
- **Good Working Order** – the device and all of its components, including optional components, are present and function properly; and the following information is visible: a) the device’s unique identifier; b) the vendor’s trade name and required contact information; and c) rider education signage content
- **Maintenance Mode** – refers to a device’s status when the vendor has remotely suspended rentals on the device because the device is not in good working order or is unsafe to operate.
- **Obstruction Hazard** – a circumstance resulting from the location and/or placement of a parked bicycle that impacts, obstructs, or blocks pedestrian or vehicle passage or bus operations, access, or stop zone amenities.
- **Operator** – see “Permitted Operator”
- **Park and parking** – refers to the vendor, rider, or another person bringing a deployed device to a stop, ending any trip, and leaving the device on City of Kirkland right-of-way or in a designated parking area
- **Program** – City of Kirkland’s Free-Floating Bike Share Program.
- **Pedestrian pathway** – a public or private pedestrian way, as defined by [KZC 5.10.649](#).
- **Permittee** – see “Permitted Operator”



City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

- **Permitted Operator** – a company having a current permit and meeting all conditions to operate free-floating bike share services within City of Kirkland Right-of-Way during the 2019–2020 pilot.
- **Pilot Evaluation Period** – Refers to the length of time where the pilot will be evaluated. The entire year of the pilot will be evaluated but shorter durations will be evaluated at four and eight months.
- **Public Property** – areas beyond the Public Right-of-Way that are owned and maintained by the City or other governmental agency.
- **Public Right-of-Way** – areas designated as Public Right-of-Way, including deeded, dedicated, and public easements as defined by [KZC 5.10.805](#).
- **Rebalance** – relocating bicycles by a permitted operator to a location for the purpose of modifying the geographic distribution of the active fleet within service areas or restocking preferred parking areas. See also “Deploy”.
- **Rider** – any person who rents a device for a trip within the City of Kirkland.
- **Service Area** – the geographic area of Kirkland city limits where a rider may start a trip, ride, and end the trip without incurring any warnings or penalties.
- **Stationless Bike Share** – see “Free-Floating Bike Share”
- **System Launch** – the date on which the City allows a permitted operator to deploy devices.
- **Trip** – a rider’s rental of a device, including:
 - i. the initial rental and unlocking (“trip start”);
 - ii. the rental period and the rider’s travel during that period; and
 - iii. relinquishing the device by locking and ending the trip or leaving the device without locking it (“trip end”).
- **Unsafe to operate** - one or more of the components is missing or does not properly function; or due to the malfunction, a rider who attempts to ride the device would be at higher risk of a fall, collision, or injury
- **Vendor** – see “Permitted Operator”

City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot



The following requirements address several issues related to bike share systems in the following categories:

- General
- Operator Prerequisites
- Safety
- Bike Parking
- Operations
- Data Sharing
- Fees

As part of the 12-month permit pilot, Kirkland will conduct a 4- and 8-month evaluation of the pilot and the effectiveness of the requirements to minimize the impact on public use of the right of way. During the evaluation period, Kirkland staff may propose modified restrictions to continue permitting bike share operations within the city or to discontinue the use until a later date.

Any bike share operator which places their bikes in the City of Kirkland without a permit may be found guilty of operating without a license (Kirkland Municipal Code [7.02.050](#)). Consequences may include conviction of a misdemeanor crime and the business being declared a public nuisance.

General

G1: This permit is only valid for operations within the City of Kirkland Right of Way (ROW) as well as any designated parking areas in parks and along the Cross Kirkland Corridor (parking restrictions apply – see P1-P12). Any other permissions or approvals to use other public property, such as transit centers, or private property, such as publicly-accessible plazas or campuses, shall be the responsibility of the permittee to secure unless otherwise informed.

G2: This permit is valid and applicable only to the operation of free-floating (also known as “dockless”) bike share services.

G3: This permit is valid and applicable only to the operation of standard bicycles as defined by [RCW 46.04.071](#); and Class 1 & 2 electric-assisted bicycles (e-bikes) as defined by [RCW 46.04.169](#).

G4: Permittee acknowledges that the pilot is limited to one year from system launch. Any extension or alteration of the pilot period will require prior notification of the City Transportation Commission and approval by the City Council.

G5: Permittee acknowledges that the Public Works Department reserves the right to modify or establish additional special conditions at any time based on safety, adverse impacts or data obtained from operators.

G6: The City reserves the right to terminate permits at any time and require that the entire fleet of bicycles be removed from City ROW, parks and Cross Kirkland Corridor. The decommissioning shall be completed within thirty (30) days of formal notice, unless a different time-period is determined by the City.



City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment B: Requirements for Bike Share Pilot

Operator Prerequisites

OP1: All permitted operators shall have general liability insurance as stipulated in the ROW permit.

OP3: Upon permit issuance, the permittee must obtain a valid City of Kirkland Business License before beginning operations.

OP4: Permittee acknowledges that they shall begin operations within 60-days following system launch or their permit may be voided. Priority may be given to operators who are capable of having fleet available on the launch date of May 1st, 2019.

OP5: Permitted operators and all bicycles used under this permit must use the following technology:

- a. Mobile Application – A mobile application to accept payments, handle all aspects of rental transactions, and provide information on bike availability and locations.
- b. GPS Technology – GPS technology to provide real-time tracking of bicycle location and a record of trip data, including street-level route tracking during trips to support infrastructure planning and evaluation efforts.
- c. Geofencing – The ability to virtually designate the system service areas, preferred parking areas, and no parking areas to support fleet management.

OP6. Permittee shall provide the City of Kirkland with a direct point of contact for bike share operator staff that are responsible for, and capable of, rebalancing bicycles, removing bicycles that are obstructions, and removing damaged bicycles or bikes not in compliance with the permit conditions.

OP7. Permittee’s point of contact or their designee shall meet with the City within one week of the City’s request to review operations, as well as at least once during the week before system launch and thereafter as requested by the City throughout the duration of the pilot.

Safety Requirements

S1: All bicycles used in systems issued a permit shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

S2: Any electric bicycles used in systems issued a permit shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles* and Class 1 or Class 2 electric bicycles defined by [RCW 46.04.169](#); and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric bicycles must also comply with Washington RCW 46.04.168 regarding the operation of electric bicycles on public roadways. Additionally, the City reserves the right to terminate any permit if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.



City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear light that emits red light.

S4: All operators shall provide a mechanism for customers to notify the operator of safety and maintenance issues with bicycles by phone and email, as well as through a mechanism available in the operator's app during, after or without initiating a trip.

S5: All permitted operators shall accept reports of safety concerns and improperly parked bikes by phone from at least 6am to 9pm seven days a week, except holidays.

S6: Permitted operators shall immediately disable a bicycle from being unlocked by any user after a user has reported a safety issue with that bicycle, pending inspection and servicing by the operator.

S7: Any bicycle that is inoperable or unsafe to operate shall be removed from the ROW, parks or Cross Kirkland Corridor according to the time windows in P12. Such bikes shall be repaired before returning to revenue service.

S8: All permitted operators must provide an ongoing education and incentive plan for encouraging customers to wear helmets while riding the operators' bicycles in the City of Kirkland.

S9: Permitted operators agree that the City of Kirkland is not responsible for educating users regarding laws applicable to riding and operating a bicycle in the City of Kirkland and King County. The City is also not responsible for educating users on how to ride or operate a bicycle. Permitted operators agree to inform users and by their use of a bicycle have them deemed to agree:

1. Bicyclists shall wear helmets when riding at all times in accordance with King County Code Section 9.10.010.
2. Bicyclists shall yield to pedestrians at all times.



City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

Bike Parking Requirements

P1: Bicycles shall be parked upright in the landscape/furniture zones of the sidewalk, subject to restrictions outlined in P4 below. Bike share operators shall proactively inform customers about how to park a bicycle properly. Operators must submit with their applications a plan for an ongoing educational outreach campaign, which emphasizes that users should not leave bikes in locations that block walkways in addition to any other unauthorized areas.

P2: Bikes that are required to be locked to a fixed object such as a pole or a bike rack are not allowed as part of this permit.

P3: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt) unless it is at an identified bike parking location along the Cross Kirkland Corridor that may be gravel.

P4: Restrictions to eligible bicycle parking zones on sidewalks:

P4.1. Bicycles shall not be parked at the corners of sidewalks unless there is ample space that does not impede the sidewalk or ADA ramps and leaves at least 5 feet of unimpeded pedestrian space.

P4.2. Bicycles shall not be parked on sidewalks where the pedestrian travel lane is narrower than 5 feet. On sidewalks with pedestrian lanes 6 feet or wider, bicycles shall be parked in a way that leaves a minimum unimpeded 5 feet pedestrian lane.

P4.3. Bicycles shall not be parked in the landscape/furniture zone adjacent to or within:

- a. Sidewalk cafes;
- b. Loading zones;
- c. ADA parking zones;
- d. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- e. Curb ramps;
- f. Entryways;
- g. Driveways; and
- h. Hydrants/ fire protection.

P4.4. Bicycles shall not impede any travel lanes including vehicle and bicycle travel lanes and are not to be parked on paved shoulders along arterial streets.

P4.5 Bicycles shall not be parked within 5 feet of transit related areas, including bus stops, shelters, passenger waiting zones, and bus layover and staging zones, except at existing bicycle racks or if designated under P3;

P4.6. Bicycles shall not be parked where it is determined by the City to represent a safety hazard.

P5: City staff may designate and mark bike parking areas to direct operators to the appropriate locations to rebalance bikes and to focus customer parking and encourage compliance of the requirements in this permit. Designated bike parking locations may be indicated to the operator and the customer through the mobile application, with signage, and/ or by using visible cues on the ground. Operators shall communicate to the bike share users the locations of these parking areas through the



City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

mobile application, any supporting web applications and marketing campaigns. Permitted operators acknowledge that designated bike parking locations will be implemented in phases.

P5.1: Permitted operators shall abide by the following restrictions within City of Kirkland Parks:

- a. **Operating in parks.** Bike share users must yield to pedestrians.
- b. **Parking bikes in parks.** Bikes may only be parked at designated bike parking areas identified in the app.

P5.2: Permitted operators shall abide by the following restrictions within the Cross Kirkland Corridor (CKC):

- a. **Operating on the CKC.** Bike share users must yield to pedestrians. Users must not ride faster than 15mph.
- b. **Parking on the CKC.** Bikes may only be parked at designated bike parking areas which will be indicated with City-installed signs and/ or locations identified in the app. Bikes must not impede use of any part of the trail at any time.

P6: Additional bike parking zones may be established; for example, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission for bikes to be parked in those zones shall require written approval from 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 mobile and web application.

P7: Permitted operators acknowledge that designated bike parking locations do not constitute an exclusive use of Public ROW for bike share services.

P8: Bicycles shall not be parked on any property not allowed under this permit without permission from the property owner. If an operators' bikes are parked on private property, and if a complaint is made and the bike is not removed within the time windows specified in requirement P12, bike share operators are subject to requirement F3 and code enforcement under the Kirkland Municipal Code 1.12.020 (j), (k), and (m).

P9: City staff may designate No Parking Areas and permitted operators shall:

- a. depict these areas on their mobile application map and if possible on a web-application;
- b. automatically receive notifications when bikes are left in these areas, assumed to be non-hazard obstructions unless separately reported otherwise by the City or any other individual or entity;
- c. notify the customer via text that the bike was improperly parked and incentivize the customer to move the bike
- d. relocate bicycles left in these areas if they are not relocated by the customer according to requirements specified in the "Operations – Rebalancing and Relocation" section.

P10: Permitted operators shall apply financial incentives for customers to properly park the bikes and financial disincentives for improper bicycle parking.

P11: Permitted operators are required to move any bicycle that is parked in one location for more than 7 consecutive days unless the bike is within a designated parking area. If operators fail to comply, the bicycles may be removed by City crews and dropped off at one of the pre-determined drop locations

City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

around the city. The City will invoice the violating operator. See requirement F3 for invoicing information.



P12: Any bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the operator based on the type of issue and the response times below:

- for any issue perceived to pose risk to public safety, within two (2) hours of receiving notice, 6am to 9pm seven days a week (not including holidays), otherwise by 7:00am the following day.
- for any issue related to impeding transit operations or transit customer access, as determined by the city or transit agencies, within two (2) hours of receiving notice, 6am to 9pm seven days a week including holidays, otherwise by 7:00am the following day
- for any parking or other non-safety issue, within twenty-four (24) hours of receiving notice.

Note: The City does not intend to dedicate city resources to the movement of bike share bicycles, however, in instances when the operator fails to comply with the expectations of P7, the City reserves the right to charge a fixed crew and vehicle use fee of \$127 per bike for work done by City crews to relocate improperly parked bikes. See requirement O11.

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Operations Requirements

Rebalancing and customer service

O1: All permitted operators shall have a staffed operations center within 15 miles of Kirkland City Hall.

At the time of application, operators shall inform the City:

- a. the number of staff who will be available daily to physically move bicycles in Kirkland;
- b. the daily working hours of the operations staff
- c. the daily rebalancing schedule which applies to bicycles in Kirkland

O2: All permitted operators shall provide the City with a direct contact for bicycle share company staff that are capable of rebalancing bicycles.

O3: Requirements for every bicycle:

O3.1. a unique identifier number that is clearly visible somewhere on the bicycle structure and on a license plate attached to the rear of the bicycle

O3.2. a clearly visible a phone number and email address for reaching the operator to report improperly parked bikes. Requests shall be acted upon according to the response times in P7.

O3.3. notification that the user shall yield to pedestrians

O4: Permitted operators shall deploy, distribute, and rebalance their active fleet according to the following types of service areas where bike share demand is anticipated to be the highest and the built environment is most able to accommodate bike share bicycles and associated parking areas:

- a) Downtown Core and along Kirkland's waterfront
- b) Commercial and Mixed-Use Areas according to Kirkland's Comprehensive Plan Land Use Map (Figure LU-2: Commercial and Mixed-Use Areas) and definitions
- c) Designated locations adjacent to the Cross Kirkland Corridor

O5: Permitted operators shall perform regular safety inspections of all bicycles used under this permit and provide data demonstrating that these are being conducted and appropriate maintenance is completed.

O6: Permitted operators shall ensure that deployed, active-fleet electric bicycles are charged and available for use. Uncharged bicycles must be removed from service.

O7: Bike share operators shall minimize impacts to accessing public transit or to public transit operations. Operators shall comply with written, phoned or in-person requests of King County Metro and Sound Transit to remedy impacts. In conjunction with transit agencies, the City may add or revise requirements for parking locations, customer education, frequency of collection/removal of the operators' bicycles from properties and facilities leased, managed or owned by King County Metro and Sound Transit, and company access to those properties for such removal.



City of Kirkland Terminable Right of Way (ROW) Use Permit

Attachment B: Requirements for Bike Share Pilot

Number of bicycles

O8: When the pilot period starts, operators are permitted a fleet target of 100 minimum to 200 maximum bicycles which can include standard bicycles or Class 1 or Class 2 electric-assist bikes in compliance with RCW 46.04.169. Increases in fleet size or configuration over the pilot period may be permitted at the Public Works Director's discretion. All permitted operators shall have a minimum fleet of 100 bicycles throughout the pilot period. Operators shall meet this fleet size within 30 days of their initial rollout.

O9: All applicants shall submit their plan for initial bicycle rollout, including the number of bikes (within the 100 minimum and 200 cap), when and where bicycles will be deployed. Permitted operators shall notify the City if they plan to change their fleet size 30 days before deployment or 30 days prior to fleet changes once the pilot launches and shall include the additional program fee for the expanded fleet (Requirement F2), and documentation of their updated performance bond (Requirement O11).

Other Requirements

O10: Per Section 5 of the ROW Use Permit, the City of Kirkland Public Works department may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified in DS1 and DS2.

O11: All permitted operators shall have a performance bond of \$80/bicycle, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred when removing and storing bicycles improperly parked or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

O12: If any City of Kirkland department or office incurs any additional costs addressing or abating any violations of these requirements beyond requirements F1 or F3 or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty (30) days of invoicing to the permitted operator.



City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment B: Requirements for Bike Share Pilot

Data Sharing Requirements

DS1: The operator shall provide a monthly report of any complaints received via phone, text, email or through the operator's mobile app as well as the company response times to the City on or before the second Monday of each month. In addition, operators must submit to the City or a third-party data manager all of the required fields of the operators Mobility Data Specification (MDS) feed. Permittee agrees that these are public records subject to disclosure upon request as required by Chapter 42.56 RCW. If any data is not provided, the operator will be subject to non-compliance under DS3 below and then enforcement of requirement O12.

DS2: The City of Kirkland may employ the services of a third-party entity to evaluate all bike share services at any time. The operator agrees to comply with any and all requests made by a third party entity.

DS3: If the operator does not comply with all requirements under this permit, operator will have a probationary period of thirty (30) days to resolve the issues in coordination with City staff. Non-compliance after the probationary period will result in termination of the operators permit per requirement G6.

Education Requirements

E1: All permitted operators shall submit a helmet use incentive plan per requirement S8, which encourages all bike share customers to use helmets.

E2: All permitted operators shall educate bike share customers on the applicable laws to operating a bicycle on a public roadway, per requirement S9.

E3: All permitted operators shall submit a plan to educate bike share users on proper parking of bicycles in accordance with the requirements P1-4.

E4: All permitted operators shall communicate to their customers that the bicycles must be stored within the areas allowed under this permit.

E5: All permitted operators shall communicate to bike share users the location of parking hubs per requirement P5.

E6: Permitted operators shall distribute a customer survey, as will be provided by the Public Works Department, to all users at least once and potentially up to three times during the pilot to be administered through text and through the phone application. Permittee shall submit results to the City upon conclusion of the survey and the Permittee agrees that these are public records subject to disclosure upon request as required by Chapter 42.56 RCW.

E7: The Public Works Department will develop and administer an online questionnaire after the conclusion of the secondary evaluation period (8 months). The questionnaire will be open to the public and widely publicized to obtain insight into public perception of bike share in Kirkland among residents, employers, employees, and others. Permittee agrees that these are public records subject to disclosure upon request as required by Chapter 42.56 RCW.

City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment B: Requirements for Bike Share Pilot



Fee Requirements

F1: Applicants shall pay \$2,032.00 for reviewing and administering an Annual Permit for the pilot bike share program. If any stations or other structures are proposed, each site shall require additional review deposits and permitting.

F2: Applicants shall pay a program fee of \$35/bike to the City during the pilot permit program.

F3: In instances when the operator fails to comply with response requirements, the City shall invoice the operator for a fixed crew and vehicle use fee of \$127 per bike for work done by City crews to relocate improperly parked bikes. See requirement O11.

F4: Operators shall submit with permit application a plan for how they will facilitate the provision of affordable and accessible bike share service for low-income, unbanked, limited English and underserved populations.

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CITY OF KIRKLAND
KIRKLAND TERMINABLE RIGHT OF WAY USE SURETY BOND FORM

TERMINABLE RIGHT OF WAY USE PERMIT No: _____

KNOW ALL PEOPLE BY THESE PRESENTS: That _____
(Type or print name of principal)

as Principal and _____ corporation authorized to do,
(Type or print name of surety) (and name of state)

and doing, business as a surety company in the State of Washington, as Surety, are held and firmly bound unto The City of Kirkland ("Kirkland"), a municipal corporation of the State of Washington, in the sum of *EIGHTY DOLLARS (\$ 80.00) per bike with a total of _____ bikes for a total of _____ DOLLARS (\$ _____) or TEN THOUSAND DOLLARS (\$10,000), whichever is less*, in lawful money of the United States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

Under the provisions of Kirkland Municipal Code ("KMC") Section 19.04.050, Principal filed with Kirkland's Public Works Director ("Director") an application for the above-referenced permit (the "Permit") and the use of certain public areas for

located at _____ Kirkland, Washington; and the Director approved the application, issued the Permit (which Permit is incorporated herein), and required the furnishing of this bond as required by the Permit; Now, therefore,

This Bond is entered into with Kirkland for Kirkland's use and benefit and is subject to the following conditions:

1. If Principal:
 - a. Faithfully complies with all the terms of the Permit and all applicable provisions of the laws of the State of Washington and Kirkland's ordinances; and
 - b. Removes any permitted bicycle or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of the Permit, upon notice from the Director; and
 - c. Reimburses Kirkland for any and all expenses incurred pursuant to the Permit in connection with the project or work described in the application for the Permit; and
 - d. Pays the cost of restoring the public area to its proper condition together with any other expense that Kirkland may sustain in connection therewith; and
 - e. Pays all Permit fees as required by Kirkland ordinance, resolution, rule, or regulation; and

then this bond shall be void; otherwise, it shall remain in full force and effect.

2. Nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding. Surety waives notice of any alteration or extension of time made by Kirkland with respect to said permit.

3. Whenever Kirkland has declared the Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than 30 days following receipt of such notice) specify in written notice to Kirkland which actions the Surety will take to remedy the default, and shall thereafter promptly:
 - a. Remit all sums due and payable to Kirkland hereunder; and
 - b. Remedy all non-monetary defaults or request Kirkland to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under the Permit and this Bond, and pay Kirkland, in cash, up to and including the penal sum of this Bond as reimbursement of all payments (whether interim or final) made by Kirkland for such work together with all other reasonable costs and expenses incurred by Kirkland as a result of Principal's default and Surety's request, including but not limited to those for mitigation of Kirkland losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.

4. This Bond shall be governed by the laws of the State of Washington, and venue for any action arising out of or in connection with this Bond shall be in King County Superior Court in the State of Washington. Surety acknowledges that it is bound by the laws of and subject to the jurisdiction of the courts of the State of Washington.

5. No rider, amendment, or other document modifies this Bond unless in writing and accepted by Kirkland.

6. Surety shall give Kirkland not less than 60 days written notice of any expiration or termination of this Bond. Notice shall be sent to City of Kirkland, Public Works Department, 123 5th Avenue, Kirkland, Washington 98033

Signed this _____ day of _____, 2____.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/Zip: _____

City/Zip: _____

Telephone: () _____

Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.