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Office of the City Manager

INFORMATION CALENDAR
December 1, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Jamie Parks, Director, Public Works

Subject: April 2026 Update to the Shared Electric Micromobility Permit Program (SEMPP) in Response to Council Referrals.

SUMMARY

This Information Report provides an overview of the April 2026 Update (2026 Update) to the Shared Electric Micromobility Permit Program (SEMPP) regulatory framework. The 2026 Update addresses issues identified in two recent Council Referrals led by Councilmembers Lunaparra and Tregub. The 2026 Update increases SEMPP fees to better reflect actual costs and is expected to increase revenue by 29% for the FY2026-2027 permit year.

The 2026 Update also incorporates new regulations around the use of dedicated shared scooter parking zones to improve safety in the public right-of-way. The City is coordinating with SEMPP Permittees (shared scooter companies) and UC Berkeley to install, operate, and maintain, at permittee expense, a minimum of forty new dedicated shared scooter parking zones along the perimeter of the UC Berkeley campus during the FY2026-2027 permit year. Finally, the 2026 Update strengthens existing enforcement language to clarify SEMPP Permittee responsibilities and enhance the City's ability to enforce the SEMPP terms and conditions.

CURRENT SITUATION AND ITS EFFECTS

City staff released an update to the Shared Electric Micromobility Permit Program (SEMPP) terms and conditions and fee structure in April 2026 (2026 Update) as part of the FY2026-2027 SEMPP solicitation. The 2026 Update better reflects the current micromobility conditions in Berkeley and addresses gaps in the regulatory framework. The 2026 Update includes revisions to the SEMPP fee structure, shared scooter parking regulations, and SEMPP Permittee accountability.

The changes implemented in the 2026 Update address the September 30, 2025 Council Referral led by Councilmember Lunaparra. Staff evaluated and updated the SEMPP fee structure to align better with peer micromobility markets and reflect actual staff costs to the City of Berkeley associated with program administration. See **Attachment 1** for the implemented revisions to the SEMPP fee structure. The 2026 Update also addresses the March 10, 2026 Council Referral led by Councilmember Tregub by increasing the

SEMPP fees and Permittee fines, and by adding stronger permit enforcement and accountability language. See **Attachments 2 through 9** for all revisions implemented in the SEMPP terms and conditions in response to the referrals.

The 2026 Update increases the SEMPP fees within the existing fee structure. The existing fee structure consists of an application fee, an annual permit fee, and an annual per device fee. The 2026 Update increased total SEMPP baseline revenue by 29% (See **Table 1** below).

Table 1 SEMPP Fee Comparison

Fee	Original	2026 Update	Percent Change
Application Fee	$1,500	$2,000	33%
Annual Permit Fee	$15,000	$25,000	67%
Annual Per Device Fee	$64	$71	11%
Total Revenue for 2 Permittees and 1,000 devices	**$97,000**	**$125,000**	**29%**

City staff determined that a "per trip" fee that would allow the City to collect a set percentage of each shared scooter trip revenue was not warranted for the FY2026-2027 permit year. Funds collected from per trip fees are typically designed to be used by cities to install public right-of-way infrastructure improvements, such as dedicated shared scooter parking zones. To expedite the installation of parking zones within Berkeley, the 2026 Update requires the SEMPP Permittees to pay for and install new parking zones for the FY2026-2027 permit year, separate from and in addition to permit fees. Charging a per trip fee on top of this financial requirement would place an excessive cost burden on SEMPP Permittees to operate in Berkeley. Moreover, the per device fee is more closely correlated to the staff administrative costs of overseeing the program. City staff will continue to evaluate the need to implement a per trip fee.

The 2026 Update also incorporates new regulations around the use of parking zones to improve safety in the public right-of-way. The new regulations include a requirement for SEMPP Permittees to install, operate, and maintain new parking zones in coordination with the City. The 2026 Update also refines existing language around allowable shared scooter parking, including explicit SEMPP Permittee device deployment restrictions and revised penalties for failing to meet City standards.

The City's goal is to direct permittees to install a minimum of 40 new parking zones, accommodating an average of 360 shared scooters, during the FY2026-2027 permit year. Attachment C of the SEMPP terms and conditions (**Attachment 5 to this report**) allows SEMPP Permittees to install up to 100 parking zones per permit year. A standard parking zone shall have a shared scooter capacity of 6 to 12 scooters, unless otherwise approved by the City. City staff plan to install parking zones using a phased-approach

that first targets the perimeter of the UC Berkeley campus and then moves away from campus towards other high demand areas within the city boundary.

The permittees will begin installing the forty new parking zones in winter 2026-2027. Pending feasibility, these parking zones will be installed along Bancroft Way, Oxford Street, Hearst Avenue, and Piedmont Avenue. In addition to these forty zones, the City and SEMPP Permittees are also coordinating with UC Berkeley staff to install parking zones on the campus side of Bancroft Way, Hearst Avenue, Gayley Road, and on other university properties. Should the initial forty zones demonstrate a significant improvement in shared scooter parking compliance around campus, the City will continue to add parking zones in high-demand shared scooter parking areas across Berkeley. If scooter riders do not overwhelmingly use these new parking zones, then the City will add more zones along the UC campus perimeter and look for other methods to improve parking compliance in future permit years.

Finally, the 2026 Update better defines existing SEMPP Permittee compliance requirements and provides a revised Fine Schedule (**Attachment 4**). These modifications were implemented to strengthen compliance with and enforcement of the SEMPP terms and conditions. Changes include:

- City definitions for “fleet cap” and “ADA-related” parking concerns;
- Adjusting fleet caps as a means of enforcement;
- SEMPP Permittees are now required to include operational data in their quarterly reports to the City;
- Refined requirements and stricter enforcement to resolve resident complaints;
- Better defined and enforced parking limits; and
- Required SEMPP Permittee-led outreach and education initiatives.

The City awarded two SEMPP permits for FY 2026-2027. The permit term is July 1, 2026 to June 30, 2027. **Table 2** below provides an overview of program use, violations and fines from July 1 to October 28, 2026. For comparison, the last three columns of the table represent violations and fines from the previous permit term (FY25-26). The increased number of fines in the current term is primarily a result of an increase in City enforcement resources.

Table 2 Program Status Summary (July 1, 2026 – October 28, 2026)

SEMPP Permittee	Device Cap	Avg Daily Device Deployment	Avg Number of Trips per day	FY 26-27 Violations Incurred To Date[1]	FY 26-27 Total Value of Fines Incurred To Date[1]	FY 25-26 Total Violations Incurred	FY 25-26 Total Fines Incurred	FY 25-26 Total Fines Paid
VeoRide	700	587	1,677	134	$13,000	76	$2,759	$2,759
Lime	300	254	864	15	$1,150	22	$1,200	$1,200

1. Fines are issued quarterly. Final July - September 2026 fines will be issued in October 2026.

BACKGROUND

On September 28, 2021, Council adopted a resolution (Resolution No. 70,051-N.S.) approving the SEMPP. The resolution established the original permit program fees and allowed the City Manager to update the rules, regulations, and fees as needed. On October 12, 2021, Council adopted an ordinance (Ordinance No. 7,786-N.S) adding Berkeley Municipal Code (BMC) Chapter 14.63 and amending Chapter 14.68 to establish the SEMPP.

On September 30, 2025, Council submitted a referral to the City Manager to develop proposed increases to the SEMPP fees. The referral presented peer municipal micromobility fee structure comparisons to support the evaluations. City staff were directed to evaluate adjustments to the following fee categories:

- Application fee;
- Operating fee;
- Fee per vehicle; and
- Fee per ride.

On March 10, 2026, Council submitted a referral to the City Manager to develop recommendations for mitigating unsafe shared micromobility riding, improper parking, or device misuse and to strengthen Berkeley's micromobility framework. City staff were directed to evaluate and recommend updates in the following areas:

- Improving incentives and enforcement;
- Cost recovery fee and penalty structure;
- Right-of-way and accessibility enforcement;
- Stronger accountability measures; and
- Community engagement and education.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Improved oversight and enforcement of SEMPP Permittee operations will allow the program to grow while minimizing negative impacts to pedestrian and user safety in the public right-of-way. Increasing the number of Berkeley residents and visitors who utilize shared electric scooters and bicycles as an alternative to single-occupant automobile travel will decrease greenhouse gas emissions. This will help the City achieve the Berkeley Climate Action Plan target of reducing greenhouse gas emissions by 80% below year 2000 levels by 2050.

POSSIBLE FUTURE ACTION

On an annual basis, City staff will evaluate the need to adjust SEMPP fees and fee structure to better meet the needs of the program. Possible adjustments include fee increases and the inclusion of a "per trip" fee.

FISCAL IMPACTS OF POSSIBLE FUTURE ACTION

Staff will incorporate the assessment of the possible future actions noted above into the program's established work plan. This work will be part of City staff's regular program administrative duties, so no additional staff time is expected to be required. Any increased revenue, deposited in General Fund 011, as a result of SEMPP fee adjustments will be used to support program administration and enforcement.

CONTACT PERSON

Mark Helmbrecht, Transportation Division Manager, Public Works Department, 510-981-6403
Jennifer Sajor, Electric Mobility Coordinator, Public Works Department, 510-981-7056

Attachments:
1: SEMPP Application 2026 Update - redline
2: SEMPP Terms & Conditions 2026 Update, Main Document – redline
3: SEMPP Terms & Conditions 2026 Update, Attachment A – no change
4: SEMPP Terms & Conditions 2026 Update, Attachment B – redline
5: SEMPP Terms & Conditions 2026 Update, Attachment C – new
6. SEMPP Terms & Conditions 2026 Update, Attachment D – new

7. SEMPP Terms & Conditions 2026 Update, Attachment E – new
8. SEMPP Terms & Conditions 2026 Update, Attachment F – redline
9. SEMPP Terms & Conditions 2026 Update, Attachment G – redline

City of Berkeley: Shared Electric Micromobility Permit Program (SEMPP) Application

I. Introduction

The City of Berkeley has seen significant growth in new mobility services, from on-demand ridehailing services to app-enabled transportation options like car sharing and bicycle sharing. The accelerated development of these technologies has the potential to dramatically shape cities in the next few decades. New mobility services can help the City achieve its goals in equity, livability, and sustainability; however, new technologies can also be disruptive and leave the marginalized further and further behind. The purpose of the regulations herein is to maximize public benefits while mitigating negative impacts through the issuance of permits for the deployment of shared electric micromobility devices ("Devices") within the City of Berkeley (the "City"). Below are the City's goals, definitions, terms and conditions, and application procedure for the Shared Electric Micromobility Permit Program.

II. Permit Goals

- Provide dockless shared electric micromobility devices as an option for City of Berkeley residents.
- Diversify mobility options of residents, employees, and visitors to Berkeley.
- Protect public health and safety.
- Avoid waste by ensuring the Devices in Berkeley are robust enough for commercial use.
- Avoid sidewalk, pathway, and pedestrian ramp blockages.
- Reduce emissions from short trips and connections to transit.
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
- Create an enforceable framework for managing shared mobility services.
- Ensure use of the Public Right of Way (PROW) benefits public mobility.
- Ensure private operators respond to pervasive issues and service complaints.

City of Berkeley SEMPP Application Submittal Process

Solicitation Process

The SEMPP permit application solicitation period is open from **April 15, ~~2024~~ 2026 through ~~April~~ May ~~30~~15, ~~2024~~2026**.

Operators may submit questions regarding the application prior to application submittal. The deadline to ~~ask~~ submit questions is **11:59 p.m. (PST) on ~~March 22~~April 29, 202~~4~~4**. Please submit questions to: sharedmobility@berkeleyca.gov

Responses to all questions will be posted to the City's Bid & Proposal Opportunities Webpage by ~~March 17~~May 6, 202~~4~~4.

Required Application Format

Please review the Terms and Conditions in detail, and submit the following items:

- one (1) digital (pdf) copy of the application (maximum file size: 20 MB)
- one (1) scanned copy (pdf) of the application fee check

An application fee of $~~1,500~~ 2,000 is due upon submission of an application.

- Application fee checks should be made payable to: *"The City of Berkeley"*

Method for Delivery

Application packets must be delivered electronically via email per the instructions below:

- Email application packet to: sharedmobility@berkeleyca.gov
- Include in the email subject line: "SEMPP ~~2024~~ 2026 Permit Application"

The application submittal deadline is **11:59 p.m. (PST) on ~~April 30~~May 15, ~~2024~~2026.**

Physical checks should be mailed to the address listed below. To maintain application eligibility, **physical checks must be postmarked no later than ~~April 18~~May 20, 202~~4~~4**.

Send physical check to:
City of Berkeley c/o Jennifer Sajor
Public Works - Transportation Division
1947 Center St, 4th Floor
Berkeley, CA, 94704

City of Berkeley SEMPP Selection Criteria and Process

Permit Fees

Required Fee	Due
Annual Permit Fee: $~~15,000~~25,000	Upon application review and permit issuance, this fee will be due no later than 30 days after permit issuance date.
Permitted Device Fee: $~~64~~ 71 per device	Upon application review and permit issuance, this fee will be due no later than 30 days after permit issuance date.

Permit fee checks should be made payable to: *"The City of Berkeley"*

Send physical check to:
City of Berkeley c/o Jennifer Sajor
Public Works - Transportation Division
1947 Center St, 4th Floor
Berkeley, CA, 94704

Permits issued this cycle will be valid through June 30, ~~2025~~2027.

Selection Criteria and Process

The City is seeking reputable and qualified Operators as permit applicants. Every permit applicant will be scored on each principle on a scale of 1 to 10, with 1 being extremely unqualified and 10 being extremely qualified. A minimum total score of 70 is required to obtain a permit. Based on the Terms and Conditions of this program, not all applications meeting the minimum requirements will be granted permits. The City reserves the right to limit the number of permitted Operators.

(1) Inclusive outreach and engagement
(2) Traffic safety
(3) Equitable access to services
(4) Affordability
(5) Healthy communities and environment
(6) Employment and economic development
(7) Privacy and personal data
(8) Collaboration and accountability

The selection committee will consist of City staff with knowledge and experience in issues related to electric shared micromobility devices.

Appeals Process

Any decision by the selection committee to deny a permit application may be reviewed by the Deputy Director of Public Works or their designee upon timely submission of a request for reconsideration. Any

request for reconsideration shall be submitted in writing to the Deputy Director within 10 days of the date the application is denied. City response will be provided prior to permits being awarded.

Permit Application

(1) Application Information

Business Name	
Business Address	
City, State, and Zip Code	
Mailing Address *(if different from business address)*	
City, State, and Zip Code	
Website	
General Company Contact Phone	
General Company Contact Email Address	

(2) Contact Information

Primary Contact Name	
Title	
Phone Number	
Email Address	
Secondary Contact Name	
Title	
Phone Number	
Email Address	

(3) Terms and Conditions Agreement

(I/We), the undersigned, declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity of this application; that (I/We) have received a copy of the legal terms and conditions for the Shared Electric Micromobility Permit Program, and (I/We) agree to the terms and conditions for the permit for which (my/our) company is applying; and that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

Printed Name(s)	
Authorized Signature(s)	
Date	

(4) Application Materials

In your application, please provide responses to the questions below. ~~Page limits are highly recommended (additional images and maps do not count towards the limit).~~ Please review the Terms and Conditions, and incorporate how you will meet or exceed these terms in your responses. The application page limit is 30 pages.

(A) Company Overview and Pricing Structure: Provide a brief overview of your company including:

(1) Description of pricing structure including low-income and other discounted customer plans, detailing cash payment options.

(B) Scooter Availability and Service Area

(1) Proposed hours of operation.

(2) Storage of devices during non-operational hours.

(3) Proposed fleet size and service area at launch.

(a) How many devices ~~would you deploy~~do you propose to deploy in different portions of the service area, including disadvantaged communities? *Applicants should bear in mind that the permit program provides for a maximum of 1200 devices in total for the City of Berkeley. ~~Returning operators will be eligible to begin the permit year their current device cap, beginning with 200 devices per operator at program launch with the ability to dynamically raise the cap to a maximum of 400 devices per operator.~~ (The City will award franchises to a maximum of three (3) operators).*

(4) How would your deployment area change depending on the number of scooters you are permitted for?

(5) Describe methods for deploying and redistributing scooters.

(6) Would your service area apply to where users are allowed to deposit scooters?

(7) Provide map of proposed service area.

(C) Plan for Safe Riding and Storage of Devices

(1) Proposed approach to ensure compliance with laws - The City of Berkeley will monitor the degree to which shared electric micromobility ~~-~~users comply with applicable laws, particularly related to riding on sidewalks and safe parking of devices. If the City of Berkeley in its sole discretion determines that the grantee's users are not sufficiently compliant with applicable laws, the City of Berkeley may require that the permit implement additional measures or may revoke the permit.

(2) Describe ~~any~~ the education, incentives, training, scooter modifications, notification systems, infrastructure, etc. you propose.

(3) Describe how you would monitor compliance, including any technology innovations that allow monitoring, and how you would address users who are noncompliant.

(4) Describe how you would coordinate with the City of Berkeley to phase-in additional measures if your initial approach does not achieve desired levels of compliance.

(5) The City of Berkeley is ~~interested in~~ a tethering/lock-to system. Describe ~~opportunities to consider a~~ the tether or locking mechanism for ~~the~~ your devices to be secured to fixed objects ~~and how much notice would be needed in order to deploy such a program if determined necessary by City of Berkeley Staff~~. How will you ensure users properly engage

the locking mechanisms on your devices? How will you ensure your locking mechanisms are properly functioning?

(6) How will you ensure customers have valid driver's licenses?

(7) How will you work with University staff to appease their operational demands? (Example: geofenced reduced speeds and no parking zones)

(8) What are your geofencing capabilities and how would you work with City Staff to implement?

~~(8)~~**(9)** The City is interested in utilizing designated shared scooter parking zones. Describe how you will integrate designated shared scooter parking zones into your current operations to improve user parking compliance. How will you evaluate the effectiveness of your stategy?

(D) Recharging Plan

(1) Describe how devices will be recharged.

(2) How will you know when a devices needs to be recharged?

(3) Will independent contractors be used to charge devices? If so, describe the incentive structure for charging devices and any information provided to contractors concerning safe charging practices.

(4) How will you minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging devices? Will you document new vehicle miles generated by collecting, redistributing and charging activities?

(E) Maintenance, Cleaning and Zero Waste Plan

(1) Detail the use life of your device, including but not limited to material sourcing/construction, battery lifespan, reuse capabilities, and disposal practice of the device and its parts.

(a) This should detail past device life-spans, *not* just projected and/or future iterations of your proposed device and its components.

(2) How will you know when a device needs maintenance?

(3) Describe approach to maintenance, cleaning, and repair of device.

(a) At what frequency and extent do you maintain the scooters? Who conducts this maintenance?

(4) Describe how you will comply with the City's (and University's) zero waste and producer responsibility policies, including taking responsibility for the devices throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new devices through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts.

(5) What fleet size is needed to maintain a given number of active scooters?

(F) Hiring and Labor Plan

(1) Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your scooter share program.

(2) Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity, local hiring, and fair wages.

(3) Describe how you will use local hiring practices to give underserved segments of the Berkeley population a career path within the scooter and/or technology industry. Jobs that

have upward mobility and not just gig economy (contractual) employment?

(4) Describe how you will approach transparency with any contractors related to hourly rate and net of job related expenses.

(5) Does your business model rely on gig-economy employees or will you hire permanent full and part time staff regarding operations such as charging and rebalancing?

(6) Will you provide skills training for potential staff and contractors?

(G) Community Outreach Plan

(1) What community outreach have you done or would you plan to do with stakeholder groups, merchants, and residents in the neighborhoods you are considering serving?

(2) ~~If applicable, d~~Describe any strategies to provide community benefits, partner with community benefit organizations, minimize disruption in neighborhood commercial districts, implement a culturally relevant and multilingual communications plan, and to equitably promote the use of scooter sharing systems citywide among low income communities.

(H) History, Experience and Qualifications

(1) Describe your qualifications to operate a shared electric micromobility program including experience operating shared mobility programs in North America.

(2) If you have ever operated a shared electric micromobility program in North America, particularly including Bay Area cities, describe how you complied with applicable laws, including your efforts to ensure compliance by your users with applicable laws, your efforts to work in good faith with staff from the cities you may already be operating in, and your expeditious compliance with previous enforcement efforts and payment of administrative charges for right-of-way violations (including sidewalk obstruction).

(3) List all legal or regulatory enforcement actions, by type, initiated against your company.

(4) List and describe all lawsuits ever filed against your company relating to personal injury, financial reporting, and regulatory compliance.

(5) List any manufacturing recalls or decommissions you have had to make, for any component, for any scooter in service, domestically or nationally, and what you organization did to remedy them.

(6) Provide references and contacts for other North American cities in which you operate.

(I) Privacy Policy, User Agreements, and Terms of Service

(1) Provide any privacy policies, user agreements, and/or terms of service in plain text for review.

(2) Provide screen images of all locations where this language would be shared with customers including method for obtaining user acknowledgement/agreement.

(J) Images and Description of Powered Scooter

(1) Provide a detailed description of ~~your~~ all device types you propose to deploy and their~~its~~ parts, including the placement and size of the unique device identification tag and contact information, and images of the branded device you propose for Berkeley.

(2) Include dimensions and technical specifications**.**

(K) Images and Description of Mobile Application

(1) Screen images of rental process.

(2) Screen images of proper device use and public education (example: in-app instructions on how and where to ride).

(L) Proof of Insurance

Please attach a certificate of insurance as well as an endorsement of additional insured, per specifications included in ~~Attachment I (*DRAFT*~~the ~~-~~Terms and Conditions~~)~~. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a franchise. The City of Berkeley will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

(M) Data Sharing Agreement

(1) Will your organization agree to the national data reporting standard of MDS GitHub protocol – Specifically the data reporting methods that have been implements by Los Angeles Department of Transportation?

(2) How will your organization provide this data to the City?

(5) Additional Attachments

Please attach the following to this application:

(1) Attachment A and Proof of Insurance
(2) Copy of Business License
(3) Copy of user agreements, user privacy, and user data collection policies
(4) Additional plans, drawings, sketches, and maps to add to your application

City of Berkeley: Shared Electric Micromobility Permit Program (SEMPP)

I. Introduction

The City of Berkeley has seen significant growth in new mobility services, from on-demand ridehailing services to app-enabled transportation options like car sharing and bicycle sharing. The accelerated development of these technologies has the potential to dramatically shape cities in the next few decades. New mobility services can help the City achieve its goals in equity, livability, and sustainability; however, new technologies can also be disruptive and leave the marginalized further and further behind. The purpose of the regulations herein is to maximize public benefits while mitigating negative impacts through the issuance of permits for the deployment of shared electric micromobility devices ("Devices") within the City of Berkeley (the "City"). Below are the City's goals, definitions, terms and conditions, and application procedure for the Shared Electric Micromobility Permit Program.

II. Permit Goals

- Provide dockless shared electric micromobility devices as an option for City of Berkeley residents.
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- Protect public health and safety.
- Avoid waste by ensuring the Devices in Berkeley are robust enough for commercial use.
- Avoid sidewalk, pathway, and pedestrian ramp blockages.
- Reduce emissions from short trips and connections to transit.
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
- Create an enforceable framework for managing shared mobility services.
- Ensure use of the Public Right of Way (PROW) benefits public mobility.
- Ensure private operators respond to pervasive issues and service complaints.

III. Definitions

(A) "Adaptive Shared Electric Micromobility Device" or "Adaptive Device" means an electric-assisted scooter, tricycle, or bicycle that is accessible to people with various physical disabilities. Adaptive Devices must include three wheels (or be self-balancing), a seat, and a basket or storage area large enough to hold a cane. When used in this document, the terms Shared Electric Micromobility Device or Device shall include an Adaptive Device unless otherwise noted.

~~(A)~~(B) "ADA" related complaint means any report or notification that a Shared Electric Mobility Device is placed, parked, or operated in a manner that obstructs or interferes with accessibility features or required accessible routes under applicable law, including but not limited to the Americans with Disabilities Act (ADA), and that requires expedited response to prevent or remove barriers to access. ADA-related complaints include, but are not limited to, Devices obstructing curb ramps, accessible parking spaces or access aisles, transit boarding areas, the public right of way, building entrances, sidewalks, or the pedestrian path of travel.

~~(B)~~(C) "Amenity Zone" is the portion of the sidewalk between the curb and the Pedestrian Zone in

which street furniture and amenities, such as lighting, benches, utility poles, tree wells, and bicycle parking, are provided. It is located between the curb and the Pedestrian Zone of the sidewalk. (See Berkeley Pedestrian Plan Figure B-2.)

~~(C)~~(D) "City Manager" means the City Manager or their designee.

~~(D)~~(E) "Equity Priority Communities" means the most recent census tracts or block groups designated as Equity Priority Communities by the Metropolitan Transportation Commission.

(F) "Fleet Cap" is the maximum allowable number of Devices an Operator can deploy within the city boundary, at a specific time.

~~(E)~~(G) "Deployment" means the placement of devices by the Shared Electric Micromobility system operator.

~~(F)~~(H) "Indemnitee" means the individual or entity that is being indemnified and held harmless by another.

~~(G)~~(I) "Pedestrian Zone" is the portion of the sidewalk for walking and pedestrian travel. (See Berkeley Pedestrian Plan Figure B-2.)

(J) Resolved Complaint means a complaint for which the Operator has corrected the underlying issue identified in the complaint, including removal or repositioning of a Device where applicable, and has confirmed resolution to the complainant and the City.

~~(H)~~(K) "Roadway" is defined in Section 530 of the California Vehicle Code or any successor statute.

~~(I)~~(L) "Shared Electric Micromobility Device" or "Device" means an electrically-powered device for short- term rental for point-to-point trips where, by design of the shared electric micromobility operator, the device is intended to remain in the public-right-of-way, even when not being rented, and is not required to be docked in a designated docking station for rental. "Devices" include electric-assisted scooters and bicycles.

(1) "Device(s)" may include:

(a) "Electric Scooter" or "Scooter" – any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor, as defined in Section 407.5 of the California Vehicle Code;

(b) "Electric Bicycle" or "Bicycle" – A Class 1 Electric Bicycle or Class 2 Electric Bicycle as defined in Section 312.5 of the California Vehicle Code;

(c) "Electric Motorized Bicycle" – A fully motorized two-wheeled device with a seat, footrest and an electric motor of no more than 750 watts; or

(d) "Electric Tricycle" – a three-wheeled device with a seat and an electric motor of no more than 750 watts.

~~(J)~~(M) "Shared Electric Micromobility System Operator" or "Operator" is an entity that owns and/or operates a Shared Electric Micromobility System in the public-right-of-way. The term includes any employee, agent, or independent contractor hired or retained by the Operator.

~~(K)~~(N) "Shared Electric Micromobility Permittee" or "Permittee" is an entity that is issued a Permit by the City to operate a Shared Electric Micromobility System in the public-right-of-way.

~~(L)~~(O) "Shared Electric Micromobility Permit Program" or "Program" means the program under which the permit system is regulated.

~~(M)~~(P) "Shared Electric Micromobility System" or "System" means a system providing Devices as defined above.

~~(N)~~(Q) "Shared Electric Micromobility User", "User" or "Customer" is any person that uses, rents, or rides a Shared Electric Micromobility Device or is a customer of the Operator.

~~(O)~~(R) "University" is the University of California, Berkeley.

IV. Permit Terms and Conditions

(A) Purpose - The purpose of this document is to establish requirements that govern and permit the operation of a Shared Electric Micromobility System in the City, and to provide a regulatory framework for the City's Shared Electric Micromobility Program (hereinafter "Program"). These terms and conditions are issued pursuant to BMC 14.63.050(B).

(B) Authority - The Public Works Department, acting through its Shared Electric Micromobility Program staff, is authorized to issue system operator Permits to operators who submit applications and fulfill all requirements of BMC Chapter 14.63 and terms and conditions stated herein, including payment of all fees, fines, and penalties to operate such systems and to administer all aspects of the Program

(C) Duration - Permits are valid for one year from the time of Permit issuance. Operators must renew Permits on an annual basis. At the sole discretion of the City, Permit requirements may be adjusted to accommodate changing technology, needs, and priorities.

(D) Modifications - The City Manager may promulgate additional or revised regulations governing systems, including but not limited to designating locations for dedicated parking devices in the public right-of-way.

(E) Relationship to City - In rendering service, hereunder, the Operator shall be and remain an Independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties, taxes, or charges. Operators are responsible for assuming any applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever.

(1) Permits issued under this program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the Permit without express written permission by the City.

(2) The City reserves the right to terminate Permits at any time and require the operator to remove their entire fleet of Devices from City streets. An operator will have thirty (30) days to remove the entire fleet from City streets.

(F) Non-transferability - A Permit may not be transferred without prior written approval of the City Manager. Operator shall promptly notify the City of any changes to the Operator's corporate structure or ownership. Failure to do so shall be cause for revocation of the Permit. "Transfer" shall include the sale or other exchange of fifty percent (50%) or more of the ownership or control of a Permittee to a third party.

(G) Indemnification - Operator/Permittee, by acceptance of the Permit, agrees and promises:

(1) Without limiting or otherwise waiving liability for the acts or omissions of the parties hereto, and to the greatest extent permitted by law including, without limitation, California Civil Code sections 1668 and 2772, et seq., to defend, indemnify, and hold harmless City and each of its respective Councilmembers, officers, directors, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, actions or causes of action, losses, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, and expenses, including, but not limited to, reasonable attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any kind or nature whatsoever (hereafter referred to as "Liabilities"), for death or bodily injury to any person, including without limitation, Operator and its officers, directors, employees, agents, assignees, and/or Operator's Shared Electric Micromobility Users, Customers, or clients, or for damage or destruction of any property of either party hereto or of third parties, in any manner resulting from, arising out of, relating to, or by reason of any:

(a) act, error, or omission, including both passive and active negligent conduct of Operator, its officers, directors, employees, Shared Electric Micromobility Users, Customers, or representatives, agents, servants, sub-consultants and subcontractors, independent contractors, and their assigns, and successors in interest; or

(b) act, error, or omission, including both passive and active negligent conduct, of City and/or Indemnitees, including without limitation, any act or omission resulting from, arising out of, or relating to the design, construction, maintenance, repair, replacement, oversight, management, or supervision of any physical, environmental, or dangerous condition(s) of public property including the Public Rights-of-Way and of any related improvements, or with respect to the suitability of the Public Rights-of-Way for Operator's and/or its Shared Electric Micromobility Users' or Customers' intended use.

(2) The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive expiration or termination of this Permit.

(3) Notwithstanding the foregoing, if Operator/Permittee fails or refuses to defend and indemnify City and/or Indemnitees from and against any and all Liabilities, with legal counsel acceptable to City, City shall have the right to engage its own legal counsel, at Operator's/Permittees sole cost and expense, for the purpose of the City's defense. In no event shall Operator/Permittee agree to the settlement of any Liabilities described herein without the prior written consent of City.

(H) Waiver/Release of Liability

(1) Operator/Permittee expressly acknowledges and agrees that City would not be willing to issue this Permit to the Operator/Permittee in the absence of a waiver of liability for consequential or incidental damages resulting from, arising out of, or relating to the passive or active negligent acts, errors or omissions of City, its Councilmembers, officers, directors, partners, agents, and employees, or of any and all persons acting by, through or under each of them ("Agents"), and

(2) Operator/Permittee expressly assumes the sole and exclusive risk with respect to its Shared Electric Micromobility business, Devices, equipment, or services authorized pursuant to this Permit including, without limitation, the use of its services by the parties with which it contracts for the lease or rental of the Shared Electric Micromobility Devices, or for the servicing and repair of the Shared Electric Micromobility Devices by Operator's employees, subcontractors, subconsultants, independent contractors, or agents.

(3) Accordingly, to the greatest extent permitted by law, without limiting any indemnification obligations of Operator/Permittee or other waivers contained within this Permit, and without impairing any applicable insurance coverage described herein, as a material part of the consideration for this Permit, Operator/Permittee hereby fully and forever RELEASES, WAIVES, AND DISCHARGES any and all claims, demands, rights, lawsuits, and causes of action, against the City and its Agents for consequential and/or incidental damages (including without limitation, lost profits), and covenants not to initiate or prosecute any legal action against City or its Agents, in any forum or tribunal, for such losses or damages, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Operator/Permittee pursuant to the Permit, regardless of the nature or cause, and whether or not due to the passive or active negligence of City or its Agents, except for the willful misconduct of City or its Agents.

(4) This waiver and release includes, without limitation, any and all claims whether direct or indirect, known or unknown, foreseen and unforeseen, that may result from, arise out of, relate to, or in any way be connected with the design, construction, maintenance, repair, replacement, oversight, management, or supervision of any physical, environmental or dangerous condition(s) of the Public Rights-of-Way and any related improvements, or the suitability of the Public Rights-of-Way for Permittee's or its Shared Electric Micromobility User's or Customers' intended use.

(5) Operator/Permittee further acknowledges that it understands and agrees that it hereby expressly waives any and all rights and benefits which it now has, or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".

(6) Operator/Permittee recognizes and understands that by waiving the provisions of this section, Operator/Permittee will not be able to make any claims for damages that may

exist, and to which, if known, would materially affect its decision to agree to these terms and conditions, regardless of whether Operator/Permittee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

(I) Insurance Requirements/Operator's Liability Not Relieved or Limited/Notices

(1) Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in [Attachment A] SHARED ELECTRIC MICROMOBILITY PROGRAM INSURANCE REQUIREMENTS and shall name the City as an additional insured on that policy.

(2) [Attachment A] is attached hereto and incorporated herein by reference. Approval or purchase of any insurance contracts or policies shall in no way impact or impair Operator's indemnity and/or defense obligations hereunder nor relieve from liability or limit the liability of Operator, its subcontractors of any tier, or the officers, employees, or agents of any of them. In the event of loss, however, Operator shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. The City may, in its discretion, request evidence of such notices from Operator.

(J) Shared Electric Micromobility System Operator Requirements

(1) Operators seeking to participate in the Program must obtain a City of Berkeley business license before applying for a Permit.

(2) Operators must be in compliance and in good standing with tax payments or the Permit may be revoked or not eligible for renewal the following year.

(3) All Operators seeking to operate a System within the City must obtain a Shared Electric Micromobility System Permit ("Permit") pursuant to this chapter.

(4) Operators seeking a Permit or renewal of an existing Permit shall obtain a business license tax certificate from the Finance Department. Failure to maintain a business tax certificate or pay delinquent business license tax penalties or fees constitutes a basis for revocation or nonrenewal of a Permit.

(5) Applicants shall submit a Permit application on a form provided by the City and shall pay any applicable application fee.

(6) Prior to Permit issuance, Permit applicant shall provide to the City for inspection one (1) example Device of each model it intends to deploy. After a Permit is issued, Operators shall not introduce new models without prior inspection by the City. Devices must be made available for compliance audits and enforcement actions upon request.

(7) Prior to Permit issuance, Permit applicant shall provide proof that each of its proposed models of Device comply with all Federal, State, and local laws. Compliance with such laws shall include, without limitation, U.S.C. Title 15 Sections 2052(a)(1) and 2085, C.F.R. 1500.18(a)(12) and Part 1512 of Title 16 C.F.R., and Article 4, Sections 21200 through 21213, and Article 5, Section 407.5, and Sections 21220 through 21235 of the California Vehicle Code.

(8) The Public Works Department may impose conditions as part of Permit issuance, and may

deny a Permit to applicants who do not meet Program requirements.

(9) Operators seeking to renew a Permit shall follow the same procedures as applying for a new Permit.

(10) Operators seeking to obtain a permit for operation on private property, or another agency's property within the City limits of Berkeley, must first enter into an agreement with said agency. This includes but is not limited to University of California Berkeley and BART properties.

(11) Shared Electric Micromobility Operators shall:

(a) Provide a single point of contact (phone number and email) customer service line, available twenty-four (24) hours a day, seven (7) days a week, for complaints regarding Device usage that is not in compliance with this permit agreement; and display that contact information clearly on each Device, along with a unique identifying number;

(b) Resolve non-ADA related complaints within three (3) hours of receipt during hours when Devices are available for rental; otherwise applicable fines shall be applied, as outlined in Attachment B;

~~**(b)**~~**(c)** Resolve ADA related complaints within two (2) hours of receipt during hours when Devices are available for rental; otherwise applicable fines shall be applied, as outlined in Attachment B;

~~**(c)**~~**(d)** Issue a "ticket number" for each complaint to both the City and the person who reported the issue;

~~**(d)**~~**(e)** Provide a response to the complainant when a complaint is resolved; and

(f) Provide sufficient operations and maintenance staff to respond in Berkeley within two (2) or three (3) hours, as applicable, to address issues and remove improperly parked Devices;~~.~~

~~**(e)**~~**(g)** Maintain a 90% or higher quarterly complaint resolution rate for complaints received though Berkeley's internal systems; otherwise applicable fines shall be applied as outlined in Attachment B.

(12) For Complaints submitted through Berkeley's internal systems, Operator must:

(a) Provide a forwarding or "pass through" phone number or email address that Berkeley 311 staff can forward the call/complaints regarding device usage that is not in compliance with this permit agreement.

(b) Resolve non-ADA related complaints within three (3) hours during periods when Devices are available for rental; otherwise applicable fines shall be applied, as outlined in Attachment B;

~~**(b)**~~**(c)** Resolve ADA related complaints within two (2) hours of receipt during hours when Devices are available for rental; otherwise applicable fines shall be applied, as outlined in Attachment B;

~~(c)~~(d) Issue a "ticket number" for each complaint to both the City and the person who reported the issue;

~~(d)~~(e) Provide sufficient operations and maintenance staff to respond in Berkeley within two (2) or three (3) hours, as applicable, to address issues; and

~~(e)~~(f) Notify the City of Berkeley via email to sharedmobility@berkeleyca.gov, and notify the person who made the complaint, when a complaint has been addressed and is considered resolved.

(i) If any of the Operator's Devices are found to be improperly parked, and not removed within two (2) or three (3) hours per section (J)(11) above, applicable fines shall be applied, as outlined in Attachment B.

~~(i)~~(ii) For complaints submitted through Berkeley's internal systems between 10:00 PM and 6:00 AM of the following day, Operator will have until 8:00 AM to resolve; otherwise applicable fines shall be applied, as outlined in Attachment B

(13) Operator shall maintain a complaint timely resolution rate of 90% or greater; otherwise applicable fines shall be applied, as outlined in Attachment B. The resolution rate shall be calculated based on all complaints received by the Operator and the City during the reporting period, regardless of the source of the complaint. Operators shall make reasonable efforts to respond to such requests and remove or relocate the Device per section (J)(11) where operationally feasible.

(14) Complaint timely resolution rate will be calculated based on complaints routed through the City's internal systems and sent to Berkeley-specific Operator customer service email. Complaints counted toward the compliance rate should include at least two of the three pieces of information:

(a) Address/location of device in question

(b) Device ID

(c) Photo depicting improperly parked device

(15) Resolution time is based on the time stamp of the email from Operator informing the complaintant that the complaint has been resolved (e.g. device was removed or parked appropriately). The email must also include before and after photos of the resolution clearly depicting how the complaint was resolved.

~~(13)~~(16) Permittee shall provide quarterly reports of all calls and emails received through their customer service hotline and contact email including telephone wait times, email response times, and the nature of the customer inquiry.

~~(14)~~(17) Operators shall provide a plan to prevent Devices from being misplaced in bodies of water, including but not limited to: Aquatic Park, the creeks, Marina, or Bay. Operators shall provide to the City for approval their Standard Operating Procedures (SOPs) for retrieval of Devices from bodies of water, along with proof of agreements with any third parties contracted to provide services for Device removal, such as areas that require a boat

or other specialized equipment.

~~(15)~~(18) Operators deploying Scooters must verify that Users have valid credentials for use of a Scooter, as required by the California Vehicle Code Section 21235. This verification may include in-app Driver's License scanning and verification or similar technologies. Driver's License verification must be required of all Users upon issuance of Operator Permit, including existing Users.

~~(16)~~(19) Operators must ensure that each User is only able to rent one Device at a time.

~~(17)~~(20) Operators shall maintain a multilingual website, call center, and app customer interface, that is available twenty-four (24) hours a day, seven (7) days a week. Languages shall include, at a minimum, English, Spanish, and simplified Chinese.

~~(18)~~(21) Businesses operating service within the City of Berkeley are subject to Berkeley's Living Wage Ordinance. See BMC Chapter 13.27 for further information regarding this ordinance.

~~(19)~~(22) Operators shall not utilize their Devices for the sale or display of third-party advertising.

~~(20)~~(23) Operator agrees not to engage in anti-competitive behavior with other Dockless Device sharing Operators, including but not limited to falsifying data and sabotaging Devices.

(K) Device and Fleet Specifications

(1) Electric Scooters and Electric Motorized Bicycles shall have a governor that restricts electric assisted speed to 15 mph consistently. Electric Bicycles and Electric Tricycles shall have a governor that restricts electric assisted speed to 20mph when operated on a level surface. Speed limits on all Devices will be re-evaluated on an ongoing basis. The City reserves the right to revise the speed limit based on crash and injury data as recommended by the City of Berkeley Transportation Division. Operators must agree to further reduce speeds within areas designated by the City and their Devices deployed in Berkeley must be capable of doing this.

(2) All Devices shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the Device has stopped.

(3) All Scooters shall have clearly visible signage notifying the User that:

(a) Helmets should be worn by all persons when operating a Scooter, and helmets MUST be worn by all persons under the age of 18 while operating a Scooter;

(b) Scooters must yield to pedestrians; Scooter Users must obey all traffic laws and obey all applicable City of Berkeley ordinances when riding a Scooter on a street, roadway, or highway;

(c) Riding on sidewalks is prohibited at all times. "No Riding On Sidewalks" in no less than 48-point font, shall be printed on every Scooter; and

(4) Customers using Devices must be provided with an easily accessible, user-friendly method, within the Operator's mobile application, to notify Operator of any safety or maintenance issues associated with the Device. In addition, a phone number for reporting safety or

maintenance issues must be conspicuously printed on every Device. Devices reported as damaged or inoperable must be taken out of service immediately and remain out of service until repaired.

(5) Operator's Devices shall not create excessive or annoying noises in violation of BMC 13.40.070, and shall not play threatening messages.

(6) Permit applicants shall present to the City for inspection one (1) fully functioning Device of every make and model that the Operator intends to deploy through the Program. Operators shall not deploy new Device models without prior inspection by the City, unless changes in new models are only cosmetic and have no impact on the Device's safety or performance. Devices must be made available for compliance audits and enforcement options.

(7) Operator must provide the City of Berkeley with at least five free Device rentals per quarter which will be used for testing purposes only.

(8) Operators shall provide the City with a list of unique identification numbers for each permitted Device.

(9) Operators shall provide proof that each of its proposed Device models complies with all applicable federal, state, and local laws. Compliance with such laws shall include, without limitation Article 4, sections 21200-21213, and Article 5, section 407.5 and sections 21220-21235, of the California Vehicle Code.

(10) Operators shall explain how damaged Devices are repaired or recycled, and what efforts will be made to reduce landfill waste. All batteries and other potentially toxic materials must be disposed of or recycled, per state law, at an appropriate recycling facility. Operator shall provide proof of proper disposal.

(11) Operators may request additional Device permits to increase fleet size on a quarterly basis, up to the maximum fleet size allowed under their permit. City of Berkeley staff will evaluate the following factors to determine if additional permits should be granted:

(a) Trips per Device per day;

(b) Trips deployed in Equity Priority Communities;

~~**(b)**~~**(c)** Timely Resolution rate; and

~~**(c)**~~**(d)** Number of parking violations.

(12) In order to maximize Device safety, all Devices shall have a minimum wheel size of 9" in diameter.

~~**(12)**~~**(13)** Operator shall be responsible for ensuring that Devices are properly locked to fixed objects, and in compliance with the requirements set forth in section (L) of these Terms and Conditions upon trip end.

(L) Parking

(1) Operators shall ensure their Devices are not parked in a way that violates the terms of their Permit, impedes the regular flow of travel in the public way, or in any way impedes the

clearance on sidewalks needed for Americans with Disabilities Act (ADA) compliance. Operators shall ensure that their Devices are parked within a bicycle rack, an on-street bike corral, or in another area specifically designated for bicycle parking and/or scooter parking.

(2) Designated shared scooter parking zones shall be implemented by Operators per Attachment C and as approved by the City.

(a) The SEMPP permit agreement shall serve as the Operator's authorization to perform approved work within the public right-of-way for parking zone installation, maintenance, and removal, in lieu of a separate encroachment permit.

~~**(2)**~~**(3)** Operator shall inform Users on how to properly park their Devices. Operators shall report to the City, on a quarterly basis, the effectiveness of efforts to enforce proper parking within their mobile application.

~~**(3)**~~**(4)** Devices shall be upright when parked.

~~**(4)**~~**(5)** Devices shall not be parked in the landscape/furniture zone adjacent to or within:

(a) Accessible parking zones, or any other accessible routes that would otherwise create a barrier to accessibility;

(b) Curb ramps;

(c) Red curb zones;

(d) Loading zones;

(e) Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;

(f) Street furniture that requires pedestrian access (for example – benches, parking pay stations, bus shelters, transit information signs, etc.);

(g) Entryways or driveways.

(6) No device shall be parked in one location for more than 72 hours or 3 consecutive days without moving.

(a) Any Device that is parked in one location for more than 72 consecutive hours or 3 consecutive days without moving may be removed and taken to a City facility for storage at the expense of the Operator.

(b) Applicable fines, as outlined in Attachment B, shall be applied for each day Operator remains in violation of the 72-hour parking limit.

(c) Devices parked within designated shared scooter parking zones are exempt from the 72-hour parking limit.

~~**(h)**~~**(d)** Devices parked in Districts 1, 2, and 5 will have an additional 48 hours of parking allowance for a total parking limit of 120 hours or five (5) consecutive days.

~~**(5)**~~**(7)** Upon request by City, Operators shall institute geo-fencing around designated Device parking areas and implement in-app technology to require their use in high-density areas.

~~**(6)**~~**(8)** Operators shall be responsible for removing Devices that have a dead battery or are

damaged.

~~(7)~~(9) Operators shall implement "No Parking" zones in all areas the City has prohibited Device parking within 72 hours of being notified by the City of the parking restriction.

~~(8)~~(10) Operator shall deploy devices with locking mechanisms that attach to bike racks and other appropriate fixed objects, in a way that:

(a) Devices may not be parked in any way that obstructs curb ramps, loading zones, access to disabled parking zones or the pedestrian path of travel.

(b) Devices must not be attached to bus stop signs, disabled parking signs, trees, fire hydrants, private property, meter posts, fences, gates, or any posts with push buttons.

(c) Devices locked to bike racks shall be positioned parallel to inverted-U or circle bike racks or perpendicular to a wave style rack.

(d) No more than two Device shall be locked to each inverted-U or circle-style bike rack, with Devices restricted to occupying~~ing only~~ one side of said bike rack-.

(e) Devices locked in a way that violates this section may be subject to impoundment and fines.

(f) An integrated locking mechanism shall be deployed on all Devices. Locking mechanisms should be designed so that they cannot be removed using simple tools and can securely hold the Device upright when parked at a bike rack or other fixed object. A combination lock will not be considered an integrated locking mechanism.

~~(9)~~(11) The requirement to lock Devices to appropriate fixed objects, as outlined in section (L) of these Terms and Conditions, when parked is waived if Device is parked in a City-approved designated shared scooter parking zone.

(M) User Education and Safety Plan

(1) Operators shall provide screenshots, images and explanations of all existing User education materials and technologies, including those in the mobile application, on the Device, and via in- person interaction.

(2) Operators shall lead coordination with City staff and other interested stakeholders to develop and implement continual education, incentives to comply with program requirements, mandatory user safety training, Device modifications, and device notification systems for users, where effective, to promote responsible ridership behavior and to reduce sidewalk obstructions, repeat violations, and unsafe riding behaviors.

(a) Continual education is defined as re-occurring digital or in-person messaging focused on user requirements and user penalties.

(b) Mandatory safety training shall cover safe riding practices, proper parking, and the impact on vulnerable populations, including children, seniors, and people with disabilities. Users shall complete this training prior to gaining access to devices.

(c) Device modifications relate to physical changes to how the device operates,

such as upgrades to the device locking mechanism or lighting.

~~(a)~~**(d)** Notification systems include, but are not limited to, in-app messaging, text messaging, and email.

~~(2)~~**(3)** Operators shall describe in their Permit application how they will monitor Users' compliance with the terms and conditions regulating Device use, including any technology that the Operator will employ to monitor Device Use, and how they will address Users who fail to comply with Device Use rules and regulations.

~~(3)~~**(4)** Operators shall deploy in-app technology that requires a User to submit a photo of their parked Device at the end of each ride.

(5) Operators shall lead coordination with City staff to conduct outreach, both in-person and digital, to raise awareness and provide public education on proper and legal use of the Devices.

(a) Operators shall conduct outreach during at least one community event per quarter. Details of Operator outreach shall be reported in the Operator Quarterly Report per Attachment G.

(N) Number of Operators, Fleet Size, and Service Area Coverage

(1) The City may issue Permits to up to three (3) Operators on a competitive basis, with the first two Permits reserved for Operators that use their own employees (with wages from the Operator reported on a federal W-2 Form), rather than contract workers, for Device recharging and rebalancing, and the third Permit reserved for an Operator that uses Devices with a seat as the primary Device available to Users. If such Permit applications are not received on or before the stated application deadline, the City may consider issuing Permits to up to two (2) other Operators in the order in which qualifying Permit applications are received.

(2) Operator must provide a minimum of fifty (50) Devices to ensure availability.

(3) Operator must serve the public right of way in the entire City of Berkeley. An Operator shall not restrict the use of its Devices to certain geographical areas of the City without written permission, such as geo-fencing certain areas.

(4) Devices should be distributed equally throughout Berkeley. More than 50% of Devices must be deployed in the Berkeley Equity Priority Communities (as designated by the Metropolitan Transportation Commission).

(5) Operators shall provide to City real-time access to data showing the location of all of their Devices.

(6) Permission to operate the Shared Electric Micromobility Permit Program outside of the public right of way shall require approval from the property owner(s), or the department or agency that has jurisdiction over the proposed location of operation, if applicable.

(7) Operator shall have a means of communicating with the User when a Device has been parked in a non-permitted area.

(8) Operators will closely monitor ridership and adjust Device density and location accordingly to maximize the convenience to the greatest number of users

(9) On a quarterly basis, the City will consider Operator proposals to increase the number of devices deployed. When considering operator proposals, the City will review:

(a) The Fleet Cap Increase Request (Attachment F), submitted by the Operator; and

(b) Timeliness of delivery and quality of quarterly reports.

(10) The City reserves the right to adjust Operator maximum fleet size ("fleet cap") based on available Device data per Section (R). An Operator will have thirty (30) days to adhere to the revised fleet cap or else incur associated fines listed in Attachment B.

(a) Fleet cap compliance will be based on historical device count Mobility Data Specification (MDS) data.

(b) The City shall apply a 15% buffer above the maximum fleet size ("fleet cap") allowed at the time of assessment, to account for known cross-boundary flow of Devices between the City and neighboring jurisdictions. The 15% buffer shall be calculated based on the current fleet size allowed at the time of the assessment.

(c) Applicable fines, as outlined in Attachment B, shall be applied for each day Operator remains in violation of the fleet cap requirement.

(d) Operator is not entitled to a per device permit fee refund for any reduction in fleet size.

(e) The City reserves the right to adjust an Operator's maximum permitted fleet size ("fleet cap") at any time based on performance, compliance, and operational data, including but not limited to MDS data, complaint response metrics, parking compliance, and adherence to program requirements and policies. The fleet cap is a conditional privilege and not a vested right, and is subject to ongoing compliance with all permit requirements.

(f) If the City determines that an Operator is out of compliance with applicable requirements or policies, including but not limited to policies implemented through the City's data platforms, the City may require a temporary or permanent reduction in fleet size as an enforcement measure. The duration and extent of any fleet reduction shall be determined by the City based on the nature, severity, and duration of the noncompliance.

(g) Except where the City determines that immediate action is necessary to address a threat to public health or safety, the City shall provide written notice of noncompliance and an opportunity to contest within seven (7) days from notice prior to implementing a fleet reduction. Operator shall comply with any revised fleet cap within the timeframe specified by the City.

(h) Fleet cap compliance shall be evaluated using historical device count data, including MDS data. Operator acknowledges that permit fees are assessed for participation in the Program and not for any guaranteed

level of deployment, and agrees that no refund, credit, or adjustment shall be provided for any reduction in fleet size required by the City pursuant to this section.

(i) Opportunity to Contest: if the City determines that an Operator is subject to a fleet cap reduction pursuant to this Section, the City shall provide written notice to the Operator identifying the basis for the proposed reduction, the scope of the reduction, and the timeframe for compliance. Upon receipt of such notice, the Operator shall have seven (7) calendar days to submit a written protest to the SEMPP Permit Program Manager.

(i) The Operator's protest must include any supporting documentation or evidence demonstrating compliance, disputing the alleged violation, or otherwise establishing why the proposed fleet reduction should not be imposed or should be modified. The Operator bears the burden of demonstrating that the proposed enforcement action is unwarranted or should be adjusted. The SEMPP Permit Program Manager shall review the Operator's submission and issue a written determination within a reasonable timeframe. The City may affirm, modify, or rescind the proposed fleet reduction based on the information provided. Unless otherwise specified by the City, the proposed fleet reduction shall be stayed during the seven (7) day protest period but may be implemented immediately thereafter if no protest is submitted.

(j) Nothing in this Section limits the City's ability to take immediate action, including immediate fleet reduction, where necessary to address an imminent threat to public health or safety, as determined by the SEMPP Permit Program Manager.

~~(10)~~(11) If charging or servicing of Devices is contracted to third parties, Operators must take steps to prevent conflicts between contractors seeking to charge or service Devices. This may include partnering with local organization(s) to provide this service, allocating Devices to charging personnel in a coherent way, hiring charging staff directly, or other such mechanisms that removes or reduces the incentive for conflicts.

(O) Accessibility

(1) Operators must provide Adaptive Devices for persons with disabilities. The total percentage of Adaptive Devices shall be based on expected need, performance, and usage.

(2) Operators must submit an "Adaptive Device Plan" to the City of Berkeley Transportation Division within three months of permit issuance detailing a timeline for incorporation of shared Adaptive Devices within nine (9) months of the Permit issuance. This "Adaptive Device" plan should describe the type of Device, number of Devices, and timeline for when the Devices will be made available. Adaptive Devices must:

(a) Be self balancing (or include at least three wheels),

(b) Have a seat; and

(c) Have a basket or storage area large enough to hold a cane

(3) Mobile apps and other Customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers, and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973

(P) Affordability

(1) Operators shall make available ways to use and pay for the service that do not require a credit card for payment of services.

(2) Operators shall offer a discounted membership for those with low-income, equivalent to $5 for one year of unlimited 30 minute rides for those who participate in the Supplemental Nutritional Assistance Program (SNAP) or California Alternative Rates for Energy (CARE). Low- income plans will be considered equivalent if a significant discount is provided.

(3) Operators shall implement a marketing and targeted outreach plan at their own cost to increase awareness of low-income discount options.

(4) Operators must report quarterly the status of their low-income discount programs including how many Customers have signed up, how many rides have been taken at a discounted rate, and other aspects of the program as requested by staff.

(Q) Personal Data and Privacy

(1) Operator must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS), and provide proof of compliance.

(2) Operator must provide a Privacy Policy that safeguards Customers' personal, financial, travel, and usage information.

(3) Operator should clearly communicate to the public and to the City what personal information is being collected about Users, how it is being used, and for how long.

(4) Operator shall produce a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA) and any data protection laws applicable to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of the Shared Electric Micromobility Program.

(R) Data Reporting

(1) Operators shall make anonymized real-time data in Mobility Data Standard (MDS) format available to the City, and/or a City-designated, third party transportation data analysis platform, for the purposes of aggregating this data, evaluating Device usage, or enforcing the requirements in the Permit. Precise origin and destination points will be obscured to a one- block (or equivalent) radius to protect user privacy. Device IDs must be unique Device identifiers that are consistent over time. Operator data may be publicly reported in aggregated form(s). More information about MDS can be found online at: https://github.com/openmobilityfoundation/mobility-data-specification

(a) Any MDS compatible application programming interface (API) must export the following data:

(i) The trip starts in the City of Berkeley,

(ii) The trip ends in the City of Berkeley, and

(iii) GPS telemetry data showing the trip passing through the City of Berkeley.

(2) Operators shall maintain or develop connections to ingest all MDS "Policy" endpoints for which the City populates information.

(3) The City reserves the right to adopt, modify, or expand such policies from time to time to support program administration, compliance monitoring, and enforcement for any reason. The City shall provide Operators with written notice of any new or modified policy requirements and a reasonable implementation period of not less than thirty (30) days prior to enforcement, unless a shorter timeframe is necessary to address an immediate public health or safety concern.

(4) Failure to comply with applicable MDS policies, including within required implementation timeframes, may result in enforcement actions, including fines as set forth in Attachment B and adjustments to the Operator's fleet cap pursuant to Section (N)(10). The Operator's demonstrated ability to comply with current and newly adopted MDS policies may be considered by the City in evaluating overall performance and determining whether a reduction in fleet size is warranted.

~~(2)~~**(5)** The Fine Structure (Attachment B) will be updated accordingly. A 30-day grace period will be implemented prior to the City issuing fines related to newly implemented policies.

~~(3)~~**(6)** The Operator shall maintain compliance with the most current published version of MDS, including the addition of any new APIs or fields not listed in these permit requirements, unless the City provides a written exception. Any changes or updates to the API will require at least 90-day notification to the City.

~~(4)~~**(7)** The City of Berkeley may adopt additional data sharing requirements that provide the City and any authorized third-party contractor of the City with real-time and collected shared mobility device data available through the Operator's application program interface.

~~(5)~~**(8)** Operators shall anonymize all data shared with the City or any authorized third-party contractor of the City.

~~(6)~~**(9)** Operators shall comply with applicable federal, state, and local data privacy laws to protect the privacy of any personal information that they receive.

~~(7)~~**(10)** Operators shall make anonymized real-time data available via a public API end point in the data standard developed by the North American Bikeshare Association, known as the "General Bikeshare Feed Specification (GBFS)", with reasonable modifications to this specification to account for the dockless nature of the Operator's Devices. A smart phone-based application used to rent Devices does not qualify as a publicly accessible application program interface. Public GBFS feeds should omit Device IDs to protect user privacy.

~~(8)~~(11) Operators must provide data on key performance indicators, including, but not limited to, the following:

(a) Total utilization rates, and disaggregated by device type (standing, seated, if applicable; adaptive device);

(b) Total downloads, active Users, and repeat User information;

(c) Total trips by day of week and time of day;

(d) Origins and destinations;

(e) Trips per Device by day of week, time of day;

(f) Average trip distance;

(g) Device maintenance reports (including but not limited to Device ID number and maintenance performed);

(h) Incidents of theft and vandalism;

(i) Number of complaints;

(j) Number of crashes or collisions, including the date and time of the incident, Device ID, location of incident (geo coordinates), traveling path of Device (sidewalk, bike lane, travel lane), the severity of the incident (fatality, severe injury, minor injury, or property damage only), and if a police report was filed;

(k) Payment method information;

(l) Rebalancing of Devices to designated service areas;

(m) Outreach activities completed;

(n) Total number of free or discounted helmets distributed;

(o) Number of Customers participating in the low-income discount program;

(p) Number of discounted rides taken;

(12) Operators must provide reports on a quarterly basis. Any data that is already provided to a City-designated third-party data aggregator and is queryable on a quarterly basis does not need to be included in the quarterly reports.

(13) Permittee shall submit a complete and accurate Quarterly Report to the City no later than the 15th calendar day immediately following the end of each calendar year quarter.

(a) Each Quarterly Report shall be submitted in a format prescribed by the City and shall include all data, metrics, certifications, and supporting documentation required under this Permit or as otherwise requested by the City. The Quarterly Report template is provided in Attachment G.

~~(c)~~(b) Failure to submit a complete Quarterly Report by the required deadline shall constitute a violation of this Permit and may result in enforcement action, including but not limited to administrative penalties, suspension, or revocation, as provided herein.

~~(9)~~(14) Operators must agree to distribute an opt-in User survey, developed in coordination with the City of Berkeley Transportation Division, to all Users annually.

(S) Community Engagement

(1) Operators must provide a plan for community engagement, including a list of planned presentations, activities and events with community-based organizations, Business Improvement Districts, and other key stakeholders in the service area.

(2) Operators must have a way to receive and respond to complaints in multiple languages, including, but not limited to English, Spanish, and simplified Chinese. A summary of complaints must be submitted to the City of Berkeley on a quarterly basis.

(3) Operators shall make available free or discounted helmets through in-person events or through their mobile application website.

(T) Permit Revocation or Suspension

(1) The Transportation Division Manager or their designee may revoke or suspend a Permit, effective immediately, at their sole discretion for reasons including, but not limited to, the following:

(a) A failure to comply with the Berkeley Municipal Code;

(b) A failure to comply with the Terms and Conditions of the permit;

(c) A determination that the operation of the Devices by the Permittee poses a risk to public safety;

(d) A determination that the operation of Devices by the Operator conflicts with the Transportation Division's obligation to manage the Right-of-Way responsibly;

(e) A transfer of the permit to another party without prior written approval from the Division Manager;

(f) A material misstatement or omission in the Permit application or any other associated document;

(g) The Operator sells or shares confidential User Data;

(h) The Operator does not pay required fees, surcharges, or penalties;

(i) The Operator blocks or alters the presentation of any information or denies access to its company application by any City employee authorized to enforce the provisions of the associated Permit and this Rule, or attempts to thwart or interfere with any City employee's enforcement or oversight of the associated permit or this Rule;

(j) Consistent failure by the Operator to require its Users to comply with applicable laws; or

(k) Failure to comply with a material term set forth in this Shared Electric Micromobility Permit Program.

(l) The Division Manager may allow the temporary continuation of a Permit that is

otherwise subject to revocation or suspension if, in the determination of the Manager, the public welfare would not suffer thereby.

(U) Administrative Review and Appeals

Any decision by the City of Berkeley Transportation Division to suspend or revoke a Permit may be reviewed by the Transportation Division Manager upon a timely submission of a request for reconsideration. Any request for reconsideration shall be submitted in writing to the Manager within 10 days of the effective date of the suspension or revocation.

(V) Severability/Partial Invalidity

If any Permit term or condition of the Shared Electric Micromobility Permit Program, or the application of any term, condition, or provision thereof to a particular situation, shall be finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term, condition, or provision shall remain in force and effect to the extent allowed by such ruling and all other permit terms and conditions or the application thereof to other situations shall remain in full force and effect.

[END Terms & Conditions]

Attachment A
SHARED ELECTRIC MICROMOBILITY PROGRAM INSURANCE REQUIREMENTS

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations, personal & advertising injury, and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate shall have a limit of not less than $4,000,000 annually and shall apply separately to dockless device operations.

ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than $1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, and $1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor

shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Berkeley, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and

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

v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Berkeley and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Berkeley and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Berkeley maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

Attachment B

SHARED ELECTRIC MICROMOBILITY PERMIT PROGRAM
FINE STRUCTURE

Below are the fines related to the Shared Electric Mobility Permit Program. Operators are responsible for reviewing and paying all applicable fines. The City reserves the right to update this fine structure per Section (R) of the Terms and Conditions.

Fine Name	Description	Fine	Per	Invoice Frequency
Timely Resolution Violation (non-ADA related)	Fine charged to Operator for each instance a complaint related to non-compliant Device usage per the SEMPP Terms and Conditions is not resolved within 3 hours of Operator receipt of the initial complaint.	$50	Per incident	Quarterly
Timely Resolution Violation (ADA related)	Fine charged to Operator for each instance a complaint related to non-compliant Device usage per the SEMPP Terms and Conditions and is specifically ADA-related is not resolved within 2 hours of Operator receipt of the initial complaint.	$150	Per incident	Quarterly
Timely Resolution Rate Below 90% - 1 Quarter	Fine charged to Operator for having a Timely Resolution Rate below 90% for one quarter.	$1,000	Per incident	Quarterly
72-Hour Parking Limit	Fine charged to Operator for exceeding the 72-hour shared scooter parking limit. Fine applied each day Operator remains in violation as defined under section (L)(6) of the SEMPP Terms and Conditions.	$25	Per day	Quarterly
Daily Fleet Cap Exceedance	Fine charged to Operator for exceeding the allowed fleet cap as per defined under section (N)(10) of the SEMPP Terms and Conditions.	$50	Per day	Quarterly

Attachment C

SHARED ELECTRIC MICROMOBILITY PERMIT PROGRAM PARKING ZONE IMPLEMENTATION SCOPE OF WORK

1. PURPOSE

The purpose of this Scope of Work (SOW) is to establish requirements for the planning, design, installation, and maintenance of designated shared scooter parking zones (parking zones) within the City public right-of-way. The Shared Electric Micromobility Permit Program (SEMPP) permittees ("Operators") shall implement parking zones in coordination with the City to reduce sidewalk clutter, improve pedestrian accessibility, and enhance public space organization.

2. GENERAL REQUIREMENTS

The Operator shall:

a. Comply with all City standards, Americans with Disabilities Act (ADA) requirements, Public Rights-of-Way Access Guidelines (PROWAG), and applicable state and federal laws.
b. Coordinate with the City's Transportation Division for approval of all parking zone locations and designs prior to installation.
c. Bear all costs associated with design, installation, maintenance, relocation, and removal unless otherwise approved by the City.
d. Obtain all necessary right-of-way authorization through the SEMPP permit. The SEMPP permit agreement shall serve as the Operator's authorization to perform approved work within the public right-of-way for parking zone installation, maintenance, and removal, in lieu of a separate encroachment permit.

3. PARKING ZONE PLANNING & SITING

3.1 Site Selection

The Operator shall propose parking zone locations based on:

a. Trip origin/destination data
b. Prioritization of on-street daylighting zones
c. Transit proximity
d. Commercial and mixed-use corridors
e. Sidewalk width and pedestrian clear path requirements

3.2 Siting Criteria

Parking zones shall:

a. Maintain a minimum 6-foot clear pedestrian path, unless otherwise approved by the City
b. Not obstruct curb ramps, driveways, transit boarding areas, fire hydrants, or utilities
c. Avoid conflicts with outdoor dining, loading zones, and bike racks
d. Be visible and easily identifiable from the public right-of-way
e. Not impede stormwater drainage flow or obstruct catch basins

3.3 City Approval

Operator shall submit proposed locations for preliminary review and feedback. All proposed parking zone locations must receive written City approval prior to design and installation. The City shall approve a maximum of 100 parking zones per permit year.

4. DESIGN & INSTALLATION

4.1 Design Standards

Parking zones shall use high-contrast white traffic-rated pavement markings for the following:

a. 3-inch wide boundary markings
b. A minimum 6-inch uppercase lettering height for primary identification: "SHARED SCOOTER PARKING ONLY"
c. A minimum 2-inch uppercase lettering height for parking zone device capacity: "Max. Capacity: #"
d. A minimum 2-inch uppercase lettering height for Parking Zone identification: "Zone ID: #-##"
e. 24-inch scooter symbol marking

All pavement marking materials shall comply with applicable City standard details and the California Manual on Uniform Traffic Control Devices (CA MUTCD). Marking materials shall be durable, retroreflective, and rated for vehicular traffic where installed in the roadway.
On-street parking zone design shall include:

- Two angled anchored six-foot long low-profile bumpers
- Two flexible delineators installed one-foot from each street-facing corner

Off-street parking zone design shall include:

- One-foot gap between curb face/planter edges and parking zone boundary

All bumpers, flexible delineators, and channelizing devices shall meet CA MUTCD standards for traffic control devices. The Operator shall submit product specifications and manufacturer cut sheets for City review and approval prior to procurement. The Operator shall submit PROWAG Compliant Traffic Control Plans for City review and approval prior to installation.

4.2 Capacity Requirements

a. Standard zones shall accommodate six (6) to 12 scooters unless otherwise approved, where each scooter occupies a standard 15 inches of width when measured from the widest part of the base of the scooter.
b. High-demand areas may require expanded zones, where feasible

4.3 Installation Timeline

The City will complete review of Operator designs and traffic control plans within a reasonable timeframe as determined by the City. All proposed parking zone designs must receive written City approval prior to installation.

Prior to any drilling, anchoring, or ground-disturbing work, the Operator shall contact USA North 811 (or the applicable regional notification center) to verify the location of underground utilities. The Operator shall be solely responsible for any damage to underground utilities,

conduit, or infrastructure resulting from installation activities.

The Operator shall install approved zones within:

a. 30 days of City approval for standard installations
b. 15 days for priority relocation or ADA corrective actions

4.4 Completion of Work

All parking zone construction, installation, striping, signage placement, and related improvements shall be performed in accordance with City-approved plans, specifications, and applicable standards. Construction shall not be deemed complete until:

a. All approved design elements have been fully installed;
b. All materials are properly secured and operational;
c. The site is restored to safe and accessible condition; and
d. The City has conducted a final inspection and issued written approval of the installation.

The Operator shall comply with the City construction best management practices included in this agreement as Attachment D.

4.5 Request for Inspection

Upon completion of installation, the Operator shall submit a written request for final inspection to the City Transportation Division. The request shall include:

a. Zone ID and location
b. Date of installation
c. As-built photos from multiple angles
d. Any deviations from approved plans (if applicable)

The City shall conduct inspection within a reasonable timeframe as determined by the City.

4.6 Deficiencies & Corrections

If the City identifies deficiencies during inspection, the Operator shall:

a. Receive written notice of required corrections;
b. Correct identified deficiencies within ten (10) business days, or sooner if related to ADA or safety concerns;
c. Request re-inspection following completion of corrective work.

Parking zones with identified ADA or pedestrian access conflicts may require correction within forty-eight (48) hours.

4.7 Formal Acceptance

Construction shall be deemed complete only upon:

a. Written confirmation from the City that the installation meets approved standards; and
b. Entry of the zone into the City's official parking zone inventory.

Until formal acceptance is granted:

a. The parking zone shall not be considered operational for performance measurement purposes; and
b. The Operator remains fully responsible for any compliance issues, accessibility conflicts, or public safety concerns.

5. MAINTENANCE & OPERATIONS

5.1 Routine Maintenance

The Operator shall:

a. Inspect all parking zones at least biweekly
b. Refresh faded markings that impact usability/visibility within 30 days of identification
c. Remove debris and reposition improperly parked scooters daily in high-demand areas
d. Replace damaged or missing bumpers, delineators, and anchoring hardware within ten (10) business days of identification
e. Agree to the terms of the City's on-street parking zone maintenance agreement (see Attachment E)

The total number of on-street parking zones an Operator is required to maintain shall be proportional to the Operator's share of the total permitted shared scooter fleet within the City.

5.2 ADA & Safety Corrections

If ADA obstruction or pedestrian access issues related to the physical infrastructure are identified:

a. Immediate correction is required within 48 hours
b. Written corrective action plan submitted within 5 business days if recurring

6. DATA REPORTING & PERFORMANCE MONITORING

6.1 Performance Metrics

The Operator shall, as needed, support evaluation of:

a. Occupancy rate
b. Turnover rate
c. Improper parking rate
d. ADA compliance observations

6.2 Reporting Frequency

SEMPP quarterly performance reports shall include proposed relocations or expansions.

7. RELOCATION & REMOVAL

The City retains authority to remove parking zones as needed. The City will coordinate and provide Operators with information should that be necessary.

The City may require relocation or removal of any parking zone based on:

a. ADA conflicts
b. Persistent public complaints
c. Underutilization

d. Public safety concerns
e. Construction or capital projects

Operator shall comply within:

a. Ten (10) business days for standard relocations
b. Forty-eight (48) hours for urgent safety issues

Upon removal or relocation of a parking zone, the Operator shall restore the affected public right-of-way to a safe and functional condition substantially similar to the condition that existed prior to installation, excluding reasonable normal wear and tear, as to be determined by the City. Restoration shall include removal of all installed materials, markings, anchors, and debris associated with the parking zone and repair of any damage to pavement, striping, curbs, sidewalks, or other public infrastructure caused by installation, maintenance, relocation, or removal activities, to the satisfaction of the City. If the Operator fails to restore the site within a timeframe specified by the City, the City may perform the necessary restoration work and recover all associated costs from the Operator.

All relocation and removal work that requires lane closures or affects vehicular or bicycle traffic shall be performed in accordance with an approved traffic control plan, consistent with the requirements of Section 4.

8. ENFORCEMENT & PERFORMANCE STANDARDS

Failure to comply with this Scope of Work may result in:

a. Corrective action notice
b. Monetary penalties as defined in the Shared Electric Micromobility Permit
c. Suspension of fleet deployment increases

9. PUBLIC COMMUNICATION

The Operator shall:

a. Clearly communicate parking requirements in-app
b. Provide in-app wayfinding to nearest parking zones
c. Submit City-approved messaging regarding parking compliance
d. Support public education campaigns as requested

10. INSURANCE & LIABILITY

The Operator shall maintain insurance coverage as required under the Shared Electric Micromobility Permit and shall indemnify the City for claims arising from parking zone installation or scooter placement.

REV. 07/06.2023

Work in the Right of Way/Permit to Excavate

Department of Public Works
Engineering Division

1. **Call Underground Service Alert (USA)**, 1-800-227-2600 at least two working days before excavating in the "Right of Way".

2. Businesses and residence that will be affected by the construction must be given advanced written notification of at least 30 days prior to the start of construction.

3. **"NO PARK" signs** are to be posted 72 hours before the start of construction. Use of all time zoned parking spaces (including loading/restricted residential parking zones) will be charged at the daily rate as listed on our current fee schedule.

4. Traffic Control Plans/Pedestrian Control Plans must be submitted with every permit application. A detailed Scope of Work plan including locations must be submitted. Use of all time zoned parking spaces (including loading/restricted residential parking zones) will be charged at the daily rate as listed on our current fee schedule. Traffic Plans must be followed.

5. **No Street will be closed to Traffic overnight** without prior approval from the City of Berkeley Traffic Engineer. Upon approval of any street closure the applicant will notify Berkeley Police and Fire Departments of the date and duration of the closure.

6. Best Management Practices "BMP", Traffic Control and work progress will be inspected daily until the job is completed. Construction crews will notify City inspector prior to construction when aware of construction schedule. To notify of work schedule e-mail utility@BerkeleyCA.gov

7. Use City of Berkeley Standards, general notes or details for all excavations, new and rehab construction. All sidewalk replacement must be full width and to the nearest transverse score lines from each end of the trench.

8. **All contractors' excavating must be "Class A"** and have a current Berkeley Business License.

9. No digging/trenching is allowed on any city streets that have been paved in the last five years without written consent. If approved, paving restoration is to be completed to the moratorium paving detail 8136 (extended repaving requirements).

10. Compaction tests are required on all excavations of I00' or greater, or as requested by the inspector or engineer. A copy of testing is to be sent to utility@BerkeleyCA.gov for verification prior to final paving.

11. **Permanent paving is to be completed within 21 days after completion of the project.** All striping that was removed or damaged must be replaced within 30 days. Temporary striping will be used if safety is an issue.

12. **The contractor shall be responsible for the preservation of existing survey monuments.**
    Pre-Construction Monument Referencing:
    All City of Berkeley Survey Monuments located within the project area must be referenced, prior to work commencing, by a land surveyor licensed in the State of California as required by Section 8771 of the Business and Professions Code. Corner Records of this work must be submitted for filing to both the County Surveyor of Alameda County, and the City of Berkeley, Public Works Department, Engineering Division, Survey Section.
    Post-Construction Monument Checking:
    After construction is complete, a surveyor's report, signed and stamped, is required. The report shall detail the post-construction findings at each monument, either verifying that the monument remains in its Pre-Construction location, or that the monument has indeed been disturbed.
    Post-Construction Monument Replacement:
    Should any monument be found disturbed, the contractor shall replace said monument and file the associated Post-Construction Corner Record with the County and provide a copy to the City.

13. This permit is valid for a period of 180 days (6 months) from the date of the approval.

14. Any person, firm or corporation performing work pursuant to the provisions of this article shall indemnify and hold harmless the City of Berkeley, its officers and employees from any claims, damages or liability arising from or out of the performance of such work. (BMC 16.12.110 Ord. 4363-NS § 8, 1968)

15. In the event of a Red Flag Warning being issued, construction activities shall cease in Fire Zones 2 and 3 until the Red Flag Warning has been lifted. Contractors are responsible to stay informed of the Warnings during the High Fire Season. A Fire Zone map can be found at the link below: https://berkeleyca.gov/construction-development/land-use-development/research-zoning-permits-and-zone-designations

Department of Health & Human Services
Division of Environmental Health
TEL (510) 981-5310; FAX (510) 981-5305
e-mail: envhealth@ci.berkeley.ca.us
web site: www.ci.berkeley.ca.us

CONSTRUCTION NOISE STANDARDS

The following is a summary of sections of the Berkeley Community Noise Ordinance pertaining to Construction/Demolition. You are required to comply with the following sections:

13.40.070 Prohibited Acts

(B) (7) (a) Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between **weekday** hours of **7 p.m. and 7 a.m.**, **or 8 p.m. and 9 a.m**. on **weekends** or **holidays** such that the sound therefrom creates a noise disturbance across a residential or commercial real property line...

(b) Noise restrictions at affected properties. Where **technically and economically feasible**, construction activities shall be conducted in such a manner that the maximum sound levels at affected properties will not exceed those listed in the following schedule:

MOBILE EQUIPMENT: Maximum sound levels for nonscheduled, intermittent. Short-term operation (less than 10 days) of mobile equipment. (***jackhammer, backhoe, drill, saws, sander grinder***, etc.)

Table 13.40-3	Time	Residential (R-1, R-2)	Multi-Family Residential R-3	Commercial/ Industrial
Daily	7:00 a.m. to 7:00 p.m.	75 dBA	80 dBA	85 dBA
Weekends and	9:00 a.m. to 8:00 p.m.	60 dBA	65 dBA	70 dBA
Legal Holidays	9:00 a.m. to 8:00 p.m.	60 dBA	65 dBA	70 dBA

STATIONARY EQUIPMENT: Maximum sound levels for repetitively scheduled and relatively long term operation (period of ten days or more) of stationary equipment.

Table 13.40-4	Time	Residential (R-1, R-2)	Multi-Family Residential R-3	Commercial/ Industrial
Daily	7:00 a.m. to 7:00 p.m.	60 dBA	65 dBA	70 dBA
Weekends and	9:00 a.m. to 8:00 p.m.	50 dBA	55 dBA	60 dBA
Legal Holidays	9:00 a.m. to 8:00 p.m.	50 dBA	55 dBA	60 dBA

Failure to comply with the Noise Ordinance will result in issuance of a written warning, a possible citation, and a potential stop work order. Thank you in advance for your efforts to comply with these provisions.

RECOMMENDATIONS

- **As a courtesy, notify neighbors prior to starting a job that you anticipate will create noise. Communication with neighbors can prevent complaints from arising, and resolve concerns before there is a problem. Provide a phone number where the foreman can be reached prior to the start of the job.**

- **Mitigate noise from power equipment or other noise producing activities with sound barriers, muffling devices, lower settings on power equipment, and shortened work periods.**

- **If power equipment is to be used, take preliminary noise readings to determine whether you may be in violation of the noise ordinance. These readings should be taken at the closest adjacent property line from the noise source.**

- **If you have questions about the Noise Ordinance, or you would like a health inspector to take noise readings at your worksite, please call Environmental Health at (510) 981-5310 between the hours of 7:30 a.m. and 9:00 a.m., Monday through Friday.**

APPENDIX C

PEDESTRIAN, BICYCLE, AND BUS FACILITY ACCOMODATION IN CONSTRUCTION ZONES

Supplemental Design Guidelines: Accommodating pedestrians, bicyclists, and bus facilities in construction zones

Every reasonable effort should be made to avoid and minimize construction impacts on pedestrian, bicycle, and bus facilities in Berkeley.

This document provides engineering and design guidance on temporary traffic control measures used to accommodate pedestrians, bicyclists, and bus facilities through construction zones in Berkeley. The guidance supplements the guidance in Part 6 of the California Manual on Uniform Traffic Control Devices (CA MUTCD)[1], which specifies that bicyclists and pedestrians must be safely accommodated through construction zones, and the City of Berkeley's "TRAFFIC CONTROL PLAN PREPARATION GUIDELINES" This supplemental guidance specifies when and where pedestrian, bicycle, and bus facilities may be relocated, detoured, modified, and closed in Berkeley. This guidance applies to all sidewalks and all roads on which bicyclists are legally allowed to travel, including designated bikeways. The guidance applies to any entity ("construction sponsor") performing construction work in the public right-of-way, including utility companies, private land use development, and the City of Berkeley.

Any construction sponsor submitting for any permit[2] for work in the public right-of-way to the City of Berkeley that will result in the blockage of a sidewalk, bicycle lane, vehicle travel lane, bus stop, or other public bicycle or pedestrian path must submit a Temporary Traffic Control Plan (TCP) to Public Works Traffic Engineering for review and approval. The guidance in this document is intended to direct the development of the construction sponsor's TCP.

The two major types of temporary traffic control (TTC) for pedestrians are adjacent sidewalk diversions and sidewalk detours (see Figure 1). To determine which temporary facility is appropriate, refer to Table 1.

Pedestrian Accommodation

All temporary pedestrian facilities and alternate paths must be ADA-compliant, and all pedestrian-related signage shall be as permanent as the other TTC signage. Any diversions, detours, or full closures must be approved as part of a Traffic Control Plan. Refer to the CalTrans Temporary Pedestrian Access Routes Handbook[3], for guidelines on these standards.

- Sidewalk Diversion - A temporary, protected pedestrian route shall be provided adjacent to the sidewalk in a parking lane (if present), travel lane, or bicycle lane. It shall be protected from moving traffic by an approved barricade device that is detectable by people with visual disabilities. If the pedestrian diversion takes up a bike lane, bike accommodation must be maintained (see Bicyclist Accommodation below). All sidewalk diversion routes must keep and maintain minimum 5 feet clear width, but shall provide up to 6' where feasible for pedestrian access.
    - The preferred treatment for long-term pedestrian diversions in construction zones in downtown Berkeley and other areas with significant pedestrian activity is a covered pedestrian walkway. Covered walkways shall conform with Berkeley's Pedestrian Access During Construction Projects (see attachment), the CalTrans Temporary Pedestrian Access Routes Handbook, ADA accessibility standards, and OSHA structural specifications for

[1] California Manual on Uniform Traffic Control Devices (CA MUTCD) 2009 Edition Part 6: https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-part6-rev6.pdf
[2] Permits include but are not limited to Concrete Permits for Sidewalk, Curb, Gutter and Driveway Approaches, Utility Excavation Permits, Miscellaneous Permits to Obstruct, Excavate and/or Construct in the right of way, Street and Sidewalk Use Permits, etc.
[3] CalTrans Safety / Traffic Webpage: https://dot.ca.gov/programs/construction/safety-traffic

scaffolding[4]. Design of the walkway should ensure limited obstruction between the top of railing and walkway cover to allow passive surveillance into and from the walkway, and should have a maximum exit access travel distance of 100 feet. Construction sponsors are responsible for maintaining adequate lighting within the covered walkway at all times and for removal of graffiti and cleaning of debris.

- Construction sponsors may alternatively propose uncovered diversions using longitudinal channelizing devices, such as concrete k-rails, if permitted under the requirements listed by Berkeley's Pedestrian Access During Construction Projects. Channelizing devices used to separate a pedestrian diversion from moving traffic must fully protect pedestrians from motor vehicle impacts. Bases of temporary cyclone fences shall not extend over any adjacent traffic, bicycle lane, or pedestrian path of travel.

- Pedestrian diversions shall always be clearly identified, wheelchair usable, shielded from motor vehicle traffic, and free of pedestrian hazards such as holes, debris, gravel, mud, etc.

- **Sidewalk detours are not acceptable in downtown Berkeley, nor in areas where significant pedestrian activity occurs, such as near BART stations, near the University of California, Berkeley campus and in neighborhood commercial areas and are up to the discretion of the City's Traffic Engineer, or their designee.** All detours should ensure accessible conditions. Sponsor may be required to make appropriate repairs to the detour route. Signage shall be provided at closest intersections to alert pedestrians of the sidewalk closure and direct them to the detour. Advance notification to pedestrians of any sidewalk detours or diversions shall be provided at the nearest crosswalk that meets minimum safety requirements on either side of the detour or diversion.

    - In areas where long-term sidewalk detours are not acceptable, sidewalk detours may be approved for limited duration when full closure of a sidewalk is required for intermittent and unavoidable construction activity. Refer to Table 1 for the maximum acceptable duration and conditions per project location.

- In areas where sidewalk diversions or detours impact access to AC Transit, Berkeley Lab, or Bear Transit bus and shuttle stops the Contractor must receive written confirmation from affected parties regarding stop relocations. See "Bus Stop Relocation or Closure" subsection below.

[4] OSHA Standard 1910-28: Duty to have fall protection and falling object protection: https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.28

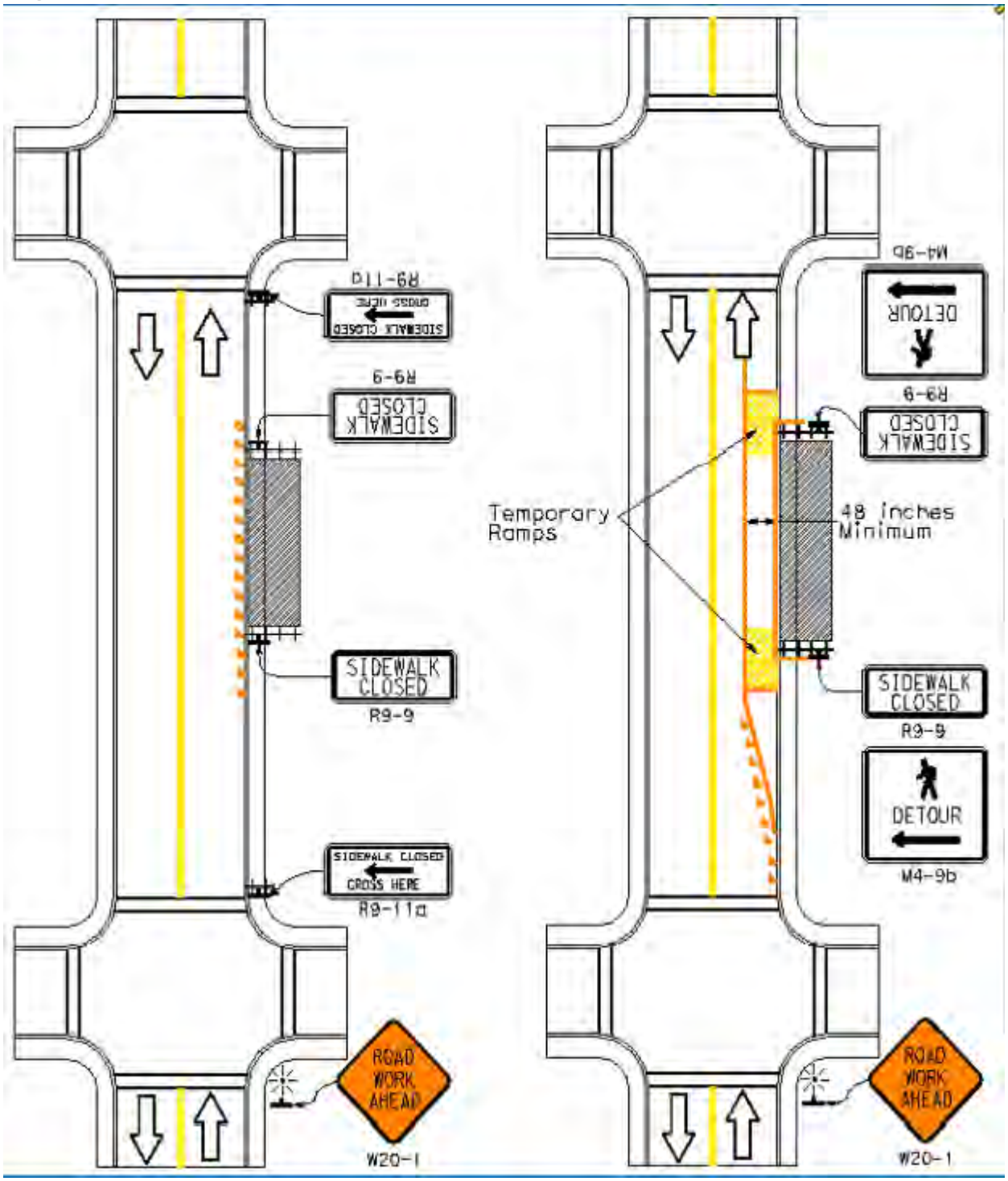
Table 1: Reasonable Accommodation for Pedestrians

Treatment*	Construction Project Location		
	Downtown & within 0.25 miles of a BART station or UC Berkeley campus	Neighborhood commercial areas and major transit corridors	All other areas
Sidewalk diversion (temporary ADA walkway provided)*	Acceptable†	Acceptable†	Acceptable†
Sidewalk detour (no walkway provided)*	Prohibited	Prohibited	Acceptable†
Maximum duration of temporary sidewalk detour	4 hours Flagger required throughout duration of closure.	24 hours Flagger required throughout duration of closure.	One week Flagger required during peak traffic hours only.

***** "Sidewalk diversion" and "Sidewalk detour" are defined in Figure 1.

† Acceptable only if TCP is deemed sufficient and approved by the City's Traffic Engineer, or their designee.

Figure 1: Sidewalk Detour and Sidewalk Diversion[5]



[5] Caltrans Pedestrian Temporary Access Routes Handbook (2020): https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/temp-ped-access-routes-handbook-2020-a11y.pdf

Bicyclist Accommodation

As with pedestrian facilities, bike lane closures should be avoided. Existing bike lanes must remain clear (minimum 5') unless the bike lane closure is specifically approved as part of a Temporary Traffic Control Plan (TCP) and a reasonable accommodation for an alternate bicycle path of travel is implemented, defined and prioritized below:

1. Closing a parking lane and keeping the adjacent bicycle lane open;
2. Shifting the bicycle lane to a location on the same roadway to bypass the work zone or obstruction, and if necessary, shifting and narrowing the adjacent motor vehicle traffic lanes; provided the adjacent motor vehicle travel lanes shall be maintained at no less than ten feet (10 ft.) wide;
3. Closing the adjacent motor vehicle travel lane to provide space for a bicycle lane, provided that a minimum of one (1) motor vehicle travel lane shall remain in the same direction of travel;
4. Merging the bicycle lane and the adjacent motor vehicle travel lane into a shared travel lane adjacent to the work zone or other obstruction, installing shared travel lane markings (sharrows) in the shared travel lane and installing signage directing bicyclists to merge into the shared travel lane; provided the shared travel lane shall be maintained at no less than fourteen feet (14 ft.) wide; and
5. As a last resort, detouring bicyclists onto an adjacent roadway, in which case the detour route shall be adequately signed and replicate, as closely as practicable, the level of safety found on the bicycle route being blocked.

Note: if a bike lane closure is needed, the alternate path of travel must be implemented at the same level of protection as the existing facility. For example, if an existing protected bike lane must be closed, then a temporary protected bike lane shall be provided.

Any TCP that identifies bike lane closures, detours, or other bike facility changes is subject to approval and shall address the following guidance:

1. Active bike lanes must remain clear (5' minimum). Signage, channelizing devices, barriers, and other equipment shall not be placed in active bike lanes or in locations that would block bicyclists' path of travel.
2. Bike lanes shall not be closed for construction activities unless the closure is documented and approved in a TCP.
3. TCPs shall indicate the length and duration of all bike lane closures.
4. Where bike lanes must be closed, advance notification and tapers shall be provided with sufficient length to allow bicyclists to merge into the adjoining travel lane in advance of the bike lane closure.
5. TCPs that include bike lane closures shall post construction zone speed limits of 25 mph or less.
6. All bicycle-related signage shall be as permanent as the other TTC signage in the construction zone.
7. If the TCP includes roadway striping, temporary bike lanes and/or sharrows shall be installed.
8. The City's Traffic Engineer, or their designee, shall review TCPs that include bikeway detours or bike lane closures of longer than one week.

Refer to temporary traffic control details for Multi-lane Roadway with Travel Lane Closure, Temporary Bike Lane, and Parking Lane Closure and Single-lane Roadway with Bike Lane Closure and Parking Lane Closure (attachments).

Bus Stop Relocation or Closure

Temporary relocation of a bus or shuttle stop for construction activity requires written approval from AC Transit, Berkeley Lab, and/or Bear Transit, submitted at the time of a TCP submission. Temporary bus stops must also be approved by Public Works Traffic Engineering and must be noted on the TCP. Any parking obstruction, sidewalk obstruction, travel lane obstruction, or other accommodation required for the temporary bus stop shall be proposed through an Engineering Permit application at the sponsors' expense.

Lane Closures

On multi-lane roadways, traffic lanes may be converted to a bike lane or pedestrian diversion, as specified in an approved TCP. Below is a set of guidance related to lane closures:

- As a general rule, no more than one lane fewer than the total lanes per direction may be closed. For example, a four-lane roadway with two lanes in each direction shall provide a minimum of one lane in each direction.
- Different guidance applies to lane closures on multi-lane one-way streets in downtown Berkeley. So long as a minimum of one travel lane remains open, the closure of two or more travel lanes may be approved upon request.
- The minimum width of a temporarily narrowed traffic lane is 10' (12' for streets serving AC Transit bus routes), clear of any obstructions, including traffic cones or delineators. Fire Department may have additional clear width requirements for emergency vehicle access.
- Existing left turn lanes shall be maintained. Left turn lanes should not be used for temporary through travel lanes.
- Completely closing any direction of traffic is generally not allowed. This includes any plan which allows one lane to be used for two directions of traffic ("Two-Way Flag Control"). An approved TCP is required to use "Two-Way Flag Control."
- When any movement is reduced to a single lane that includes left and through movements at an intersection, the TCP may need to prohibit the left turn movement to facilitate efficient traffic flow. The TCP should include a recommended detour of the left turn.

Developing a Traffic Control Plan

Reflecting the above guidance in addition to the "Traffic Control Plan Preparation Guidelines", Traffic Control Plans shall be prepared by a certified traffic engineer. The proposed design and placement of the temporary traffic control signs, devices, and roadway markings shall be in compliance with the most recent edition of the CA MUTCD.

Subject to the conditions in Table 1, periodic full closures of streets and sidewalks may be approved. Note: the safe and reasonable flow of pedestrian and bicycle traffic is to be maintained in preference to construction activities and the flow of construction vehicles. If periodic full closures are necessary and anticipated, the construction sponsor shall indicate the following within the TCP, subject to approval:

1. The proposed location of flaggers or spotters to be posted at each end of the closed pedestrian or cycle route for the entire duration of time the intermittent closure is in place; and
2. The times of day when intermittent closure may occur; and
3. Acknowledgement that advance notice to Public Works Traffic Engineering, Berkeley Police Department, and emergency services is required for each full closure, subject to fine and/or revocation of the Engineering Permit.

Display of Permitted Temporary Traffic Control Plan

After an obstruction permit and TCP is approved and before commencing any activities that result in the blockage of a pedestrian or bicycle facility, construction sponsors must display a copy of the Engineering Permit at a prominent, publicly accessible location near the construction site entrance. Additionally, the following information must be simultaneously displayed:

1. The range of dates during which the permit is valid;
2. The name and contact information of the party requesting the permit;
3. A clear description of the approved temporary traffic control plan
4. A Berkeley Public Works Traffic Engineering phone number and email address to direct questions, comments, and concerns regarding the blockage.

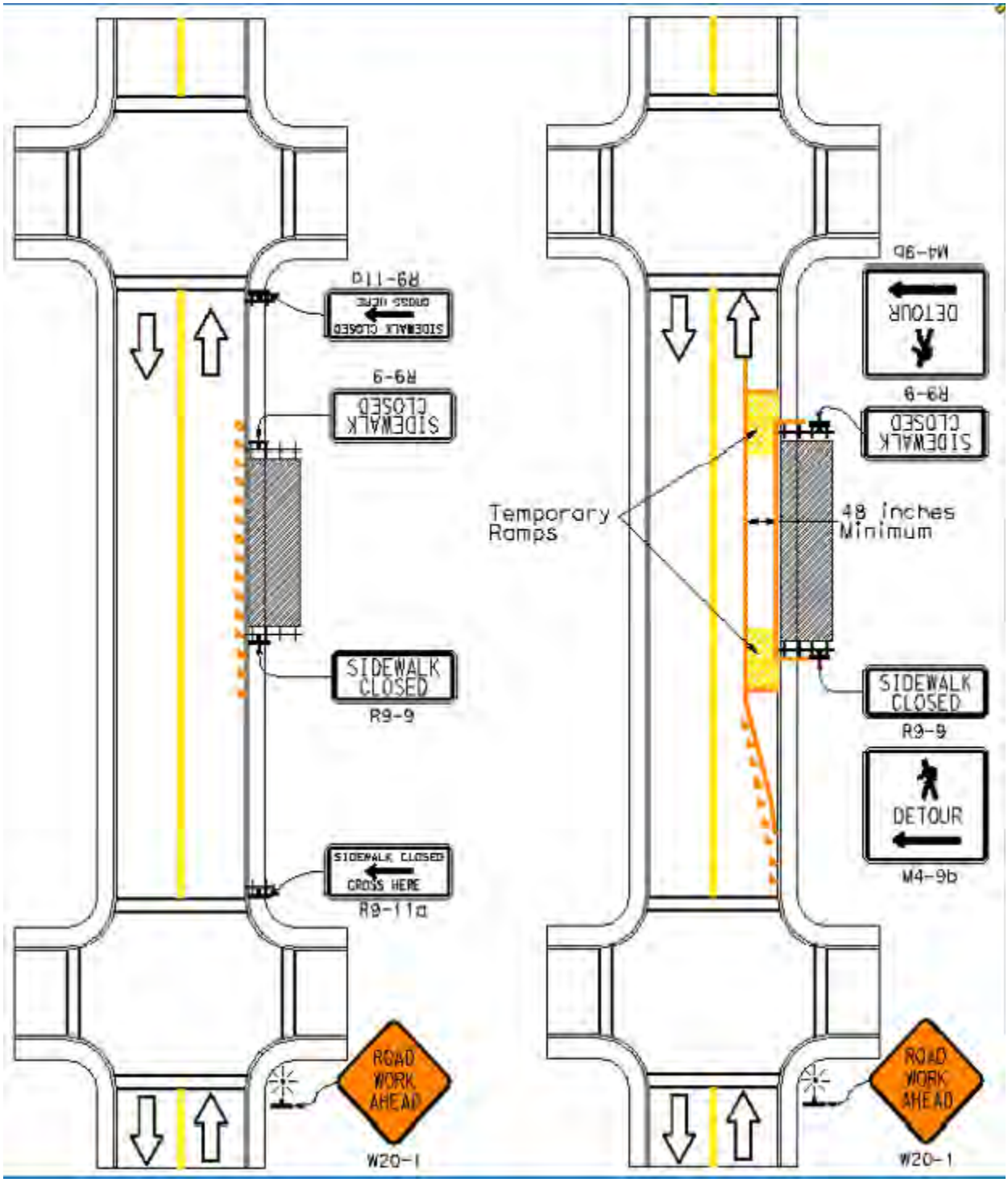
Planning Appropriately for Temporary Traffic Control Plan Review

Every reasonable effort should be made to avoid and minimize construction impacts on pedestrian, bicycle, and bus facilities in Berkeley. As such, construction sponsors for land use development projects may elect to propose and receive feedback on preliminary plans for temporary traffic control within a land use development planning application. At minimum, construction sponsors should submit TCP proposals 60 days before desired construction start date.

Attachments

- *Figure 1: Sidewalk Detour and Sidewalk Diversion*
- *Pedestrian Access During Construction Projects*
- *Detail TTC-1: Multi-lane Roadway with Travel Lane Closure, Temporary Bike Lane, and Parking Lane Closure*
- *Detail TTC-2: Single-lane Roadway with Bike Lane Closure and Parking Lane Closure*
- *Signs: Temporary Traffic Control Sign Details for Bikeway Detours and Long-Term Bike Lane Closures*

Figure 1: Sidewalk Detour and Sidewalk Diversion[6]



[6] Caltrans Pedestrian Temporary Access Routes Handbook (2022): https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/temp-ped-access-routes-handbook-2020-a11y.pdf

PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

Public Works Engineering

The purpose of these standards for construction in the public right-of-way is to ensure pedestrian safety and access.

Standards apply to City of Berkeley crews, Contractors with the City, and all others working in the right-of-way.

Each project is unique and requires thorough review to ensure complete, safe, usable, and accessible paths of travel.

Please note: City of Berkeley Engineers may stop work when any hazardous conditions are present.

Permit Service Center
1947 Center St. 3rd floor
Berkeley, CA 94704
510-981-7500 TTY 6903
permits@cityofberkeley.info

MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR

The Contractor or permittee shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project.

- ☐ Pedestrian corridor shall be a nominal width of 6' whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48" wide at single point of contact or obstruction.
- ☐ Accessible pedestrian corridor shall connect with facilities within the project area.
- ☐ Equipment, debris, construction materials or vehicles shall not obstruct the corridor.
- ☐ No parked vehicles can obstruct blue curb parking spaces unless permitted.
- ☐ Temporary closure of designated pedestrian routes and crossings shall be allowed only when flaggers are present and safely directing pedestrians around hazards.

TEMPORARY RAMPS CONFORMING TO ACCESSIBLITY STANDARDS

The Contractor or permittee shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where ramps have been temporarily removed OR needed to route pedestrians.

- ☐ Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.
- ☐ Ramps shall have a minimum 4' wide walking surface and a maximum slope of 8%.
- ☐ Ramps shall snugly meet existing surfaces without gaps for drainage as required.
- ☐ Schedule 40 PVC pipe minimum 2" diameter shall be installed through ramp.
- ☐ Transitions between ramps and the street surface shall be smooth such that no lip exists at the base of the ramp.
- ☐ Sides of a ramp shall be protected where there is any drop-off.

CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING

Barricades that are impenetrable shall be used to separate pedestrians from hazards on all sides of excavations that may be exposed to pedestrians. Use materials and methods suitable to site conditions. Signs and fencing material shall not protrude into the clear pathway.

- ☐ A-frames used for defining path of travel (not barricading trenches) shall be placed end-to-end without spacing, shall be connected and maintained to ensure stability to help a person who is blind negotiate a safe path while using a cane.

- ☐ Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.
- ☐ Fencing material requires a minimum 3” height, solid, uninterrupted toe-board.
- ☐ Signposts, scaffolding and fencing supports shall be placed entirely outside the pedestrian path of travel, minimum 4’ wide and 80” high without obstruction.
- ☐ Construction barriers shall be maintained in a sound, neat and clean condition.

IDENTIFICATION OF SAFE PATH OF TRAVEL

If a portion of the pedestrian way is rerouted due to construction, the path of travel shall be clearly defined. Traffic Engineer shall review any pedestrian access limitations and notification requirements for pedestrians with mobility or vision impairments.

- ☐ Paths of travel that DO NOT continue to the next corner or to a safe crosswalk shall be closed to pedestrian traffic. Signs a minimum of 36” x 36” must be posted stating the sidewalk is closed and detour pedestrians to accessible sidewalk.
- ☐ Pedestrian access corridors shall be clearly delineated with cones or barricades, as approved by the Engineer.
- ☐ If a crosswalk is closed, curb ramps leading into that crosswalk must be barricaded in such a manner that walkways that are not closed remain accessible to use.
- ☐ Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.

SURFACING OF PEDESTRIAN CORRIDORS

During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.

- ☐ Any change of level, which exceeds 1/4” height, must be beveled at 45º.
- ☐ Closed trenches, temporary paving surfaces, walking surfaces, steel plates; etc. shall have a smoothly finished, firm walking surface made even w/surrounding walkways.
- ☐ Aisle or loading area adjacent to a parking space is part of the pedestrian corridor.

RESTORATION OF PEDESTRIAN ROUTES

After construction, the site shall be returned to its former condition, or new condition as required.

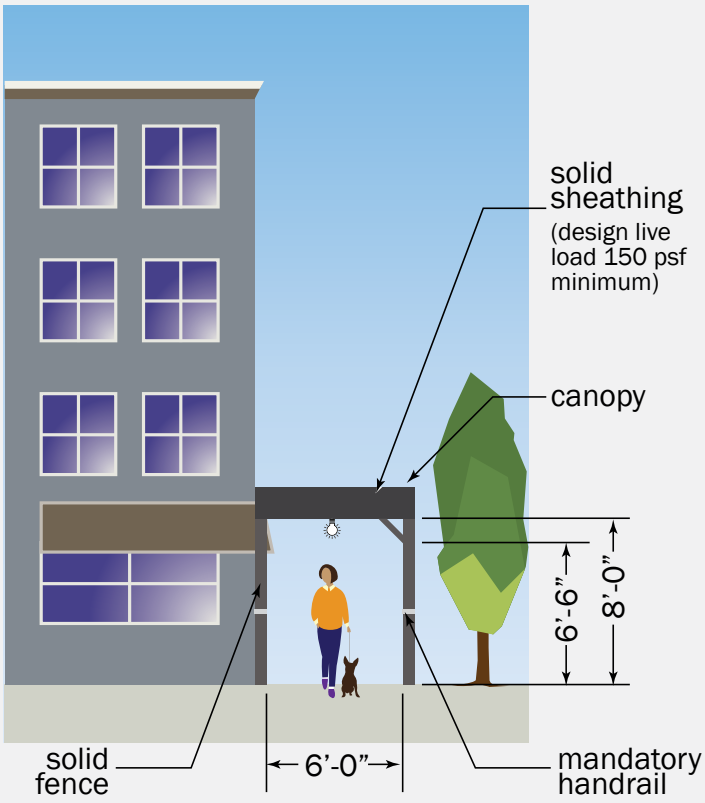
- ☐ Temporary ramps shall be removed as soon as construction and approval of permanent ramp is completed.
- ☐ After work is completed, surface of the pedestrian path shall be restored free from all ridges, gaps, bumps and rough edges.
- ☐ Construction that affects existing curb ramp shall include replacement or repair of the curb ramp to meet current City standards.

TABLE 3306.1 PROTECTION OF PEDESTRIANS

Height of Construction	Distance from Construction to Lot Line	Type of Protection Required
8 feet or less	Less than 5 feet	Construction Railings (see Figure C)
	5 feet or more	None
More than 8 feet	Less than 5 feet (see Figure A)	Barrier and covered walkway
	5 feet or more, but not more than ¼ the height of construction	Barrier and covered walkway
	5 feet or more, but between ¼ and ½ the height of construction	Barrier (see Figure B)
	5 feet or more, but exceeding ½ the height of construction	None

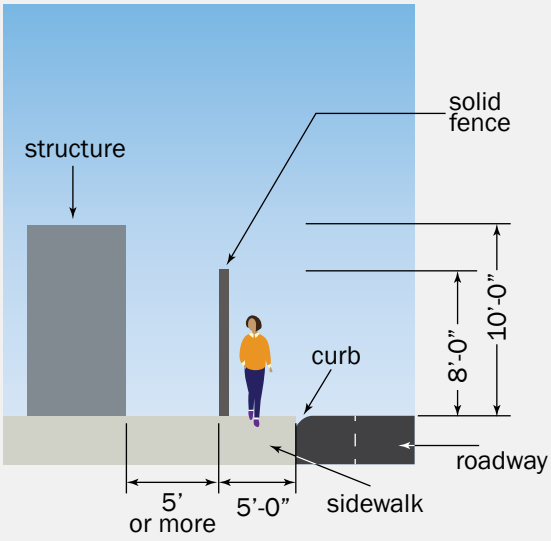
Figure A

Construction height greater than 8’



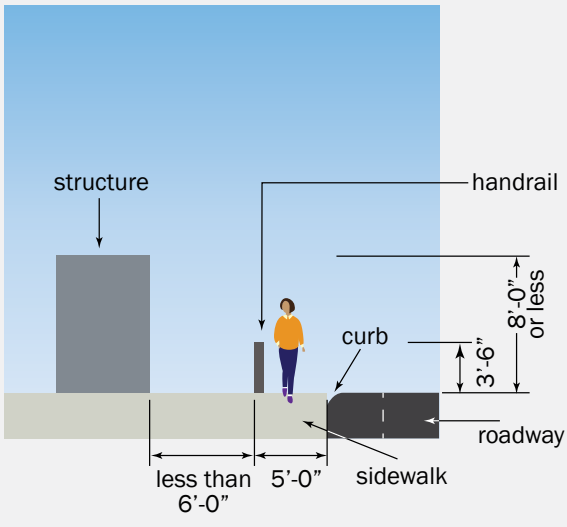
Type B

5 feet or more, but between ¼ and ½ the height of construction



Type C

Less than 5 feet



3306.2 WALKWAYS

☐ A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accomodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be accessible in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m^2).

3306.3 DIRECTIONAL BARRICADES

☐ Pedestrian traffic shall be protected by a directional barricade where the walkway extends into the street. The directional barricade shall be of sufficient size and construction to direct vehicular traffic away from the pedestrian path.

3306.4 CONSTRUCTION RAILINGS

☐ Construction railings shall be not less than 42 inches (1067 mm) in height and shall be sufficient to direct pedestrians around construction areas.

3306.5 BARRIERS

☐ Barriers shall be not less than 8 feet (2438 mm) in height and shall be placed on the side of the walkway nearest the construction. Barriers shall extend the entire length of the construction site. Openings in such barriers shall be protected by doors that are normally kept closed.

3306.6 BARRIER DESIGN

Barriers shall be designed to resist loads required in Chapter 16 unless constructed as follows:

☐ Barriers shall be provided with 2-inch by 4-inch (51 mm by 102 mm) top and bottom plates.

☐ The barrier material shall be boards not less than 3/4-inch (19.1 mm) thick or wood structural panels not less than 1/4-inch (6.4 mm) thick.

☐ Wood structural use panels shall be bonded with an adhesive identical to that for exterior wood structural use panels.

☐ Wood structural use panels 1/4 inch (6.4 mm) or 5/16-inch (23.8 mm) in thickness shall have studs spaced not more than 2 feet (610 mm) on center.

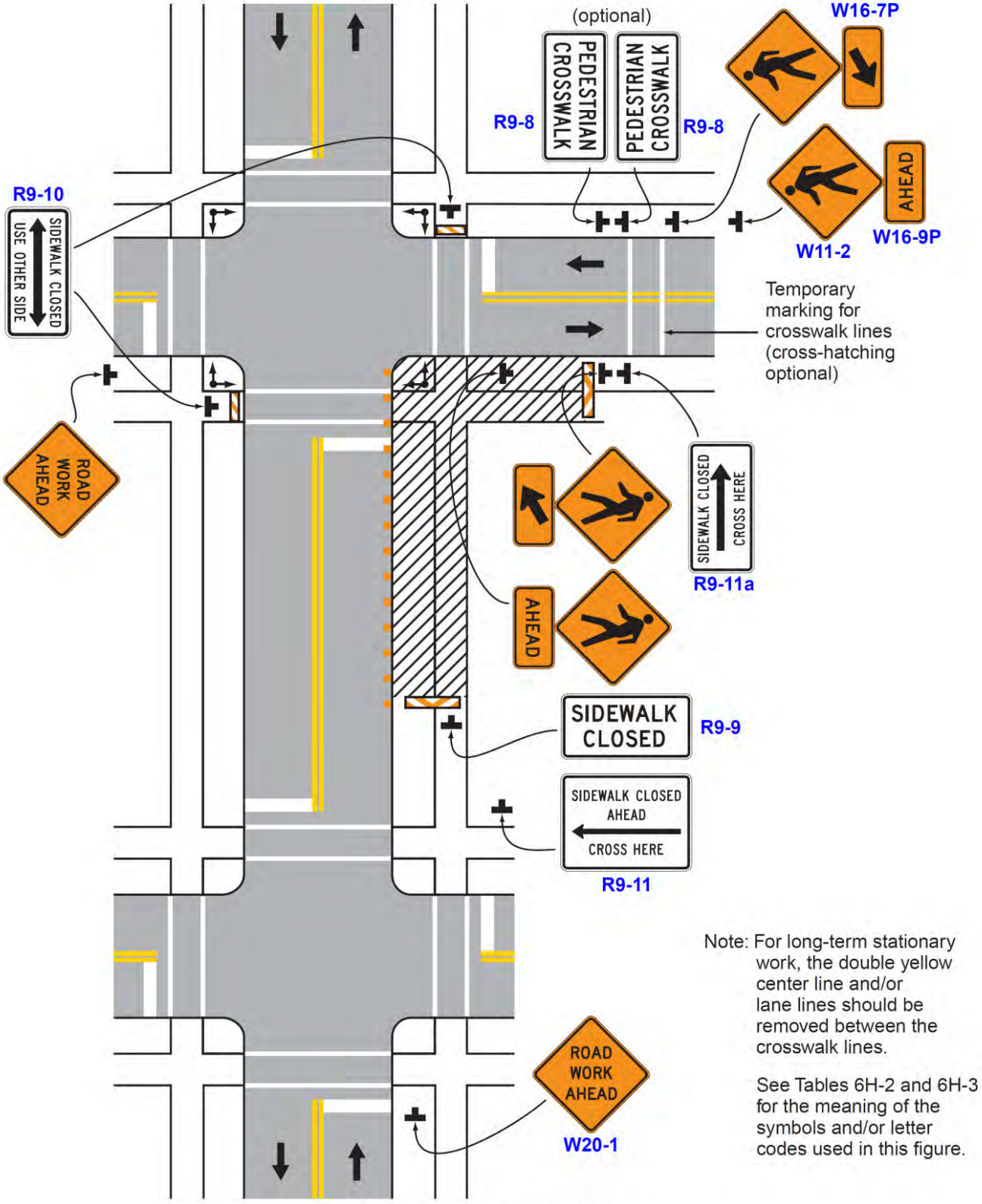
☐ Wood structural use panels 3/8 inch (9.5 mm) or 1/2 inch (12.7 mm) in thickness shall have studs spaced not more than 4 feet (1219 mm) on center provided a 2-inch by 4-inch (51 mm by 102 mm) stiffener is placed horizontally at mid-height where the stud spacing is greater than 2 feet (610 mm) on center.

☐ Wood structural use panels 5/8 inch (15.9 mm) or thicker shall not span over 8 feet (2438 mm).

Check One: ☐ Contractor ☐ Owner ☐ Owner's Agent

Name	Signature	Date

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)

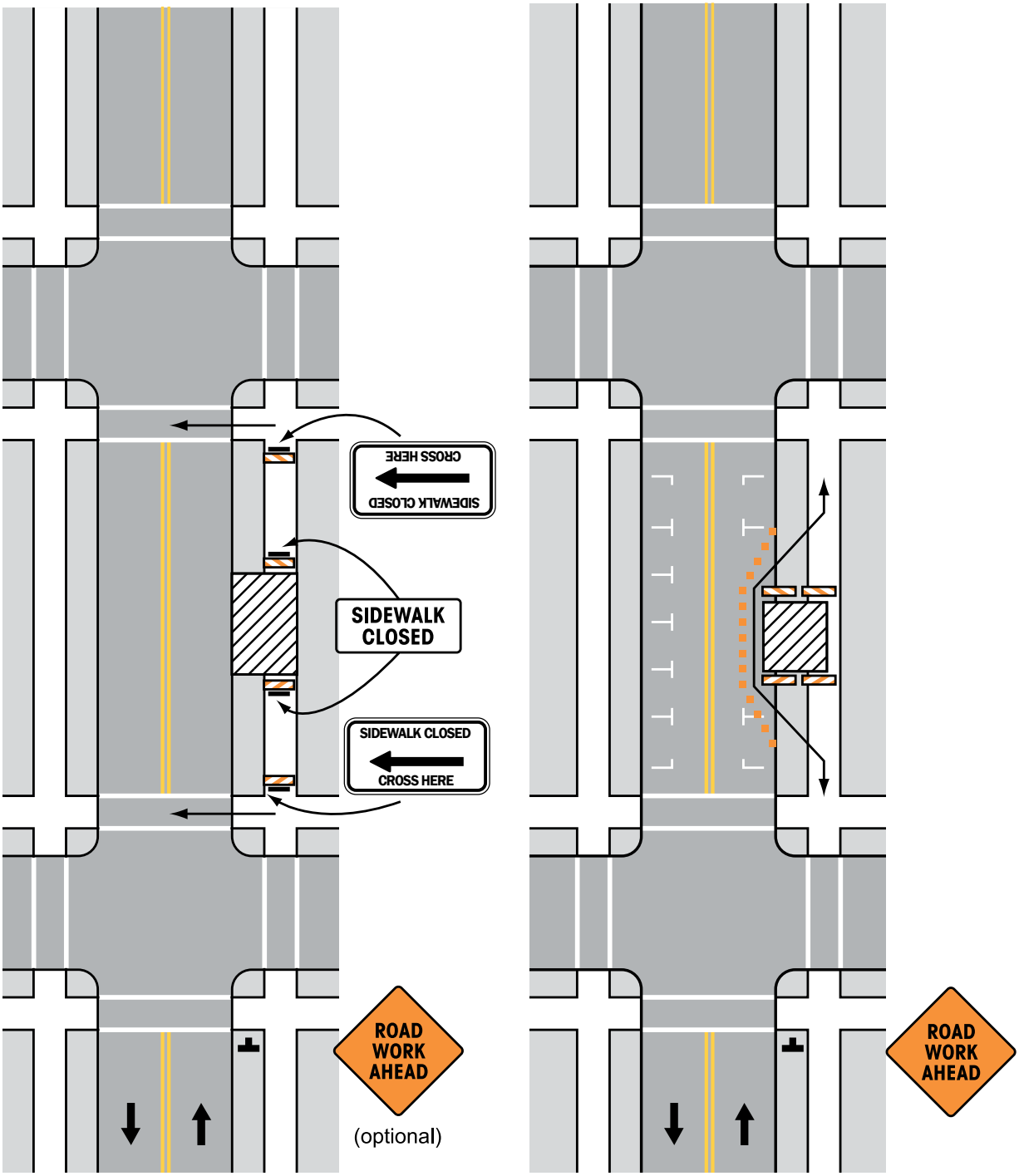


Note: For long-term stationary work, the double yellow center line and/or lane lines should be removed between the crosswalk lines.

See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 29

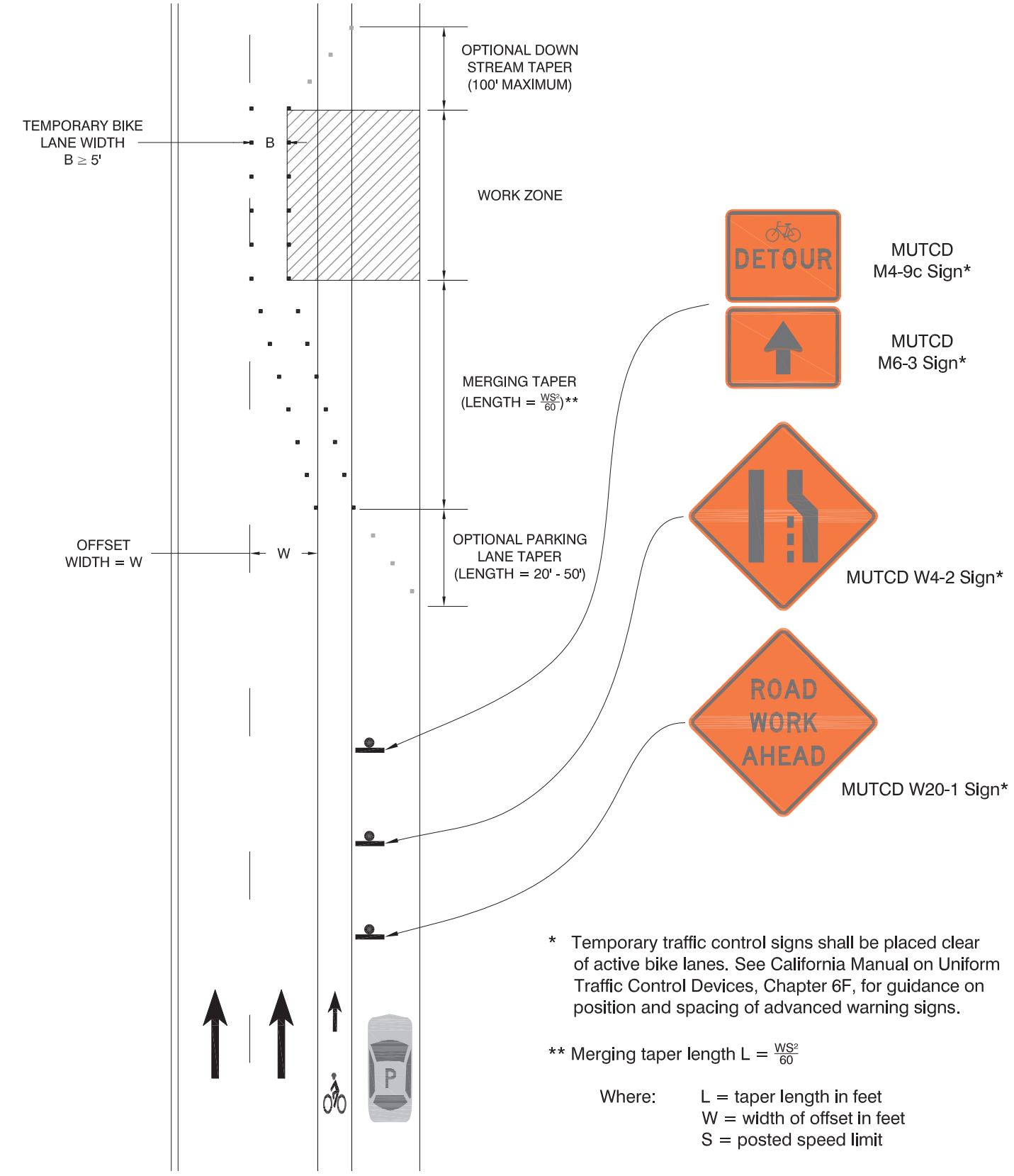
Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



SIDEWALK DETOUR **SIDEWALK DIVERSION**

Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



* Temporary traffic control signs shall be placed clear of active bike lanes. See California Manual on Uniform Traffic Control Devices, Chapter 6F, for guidance on position and spacing of advanced warning signs.

** Merging taper length $L = \frac{WS^2}{60}$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit

CITY OF OAKLAND
BUREAU OF ENGINEERING AND CONSTRUCTION
BICYCLE FACILITIES PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 4344 * OAKLAND CA, 94612
(510) 238-3466 * FAX (510) 238-7415

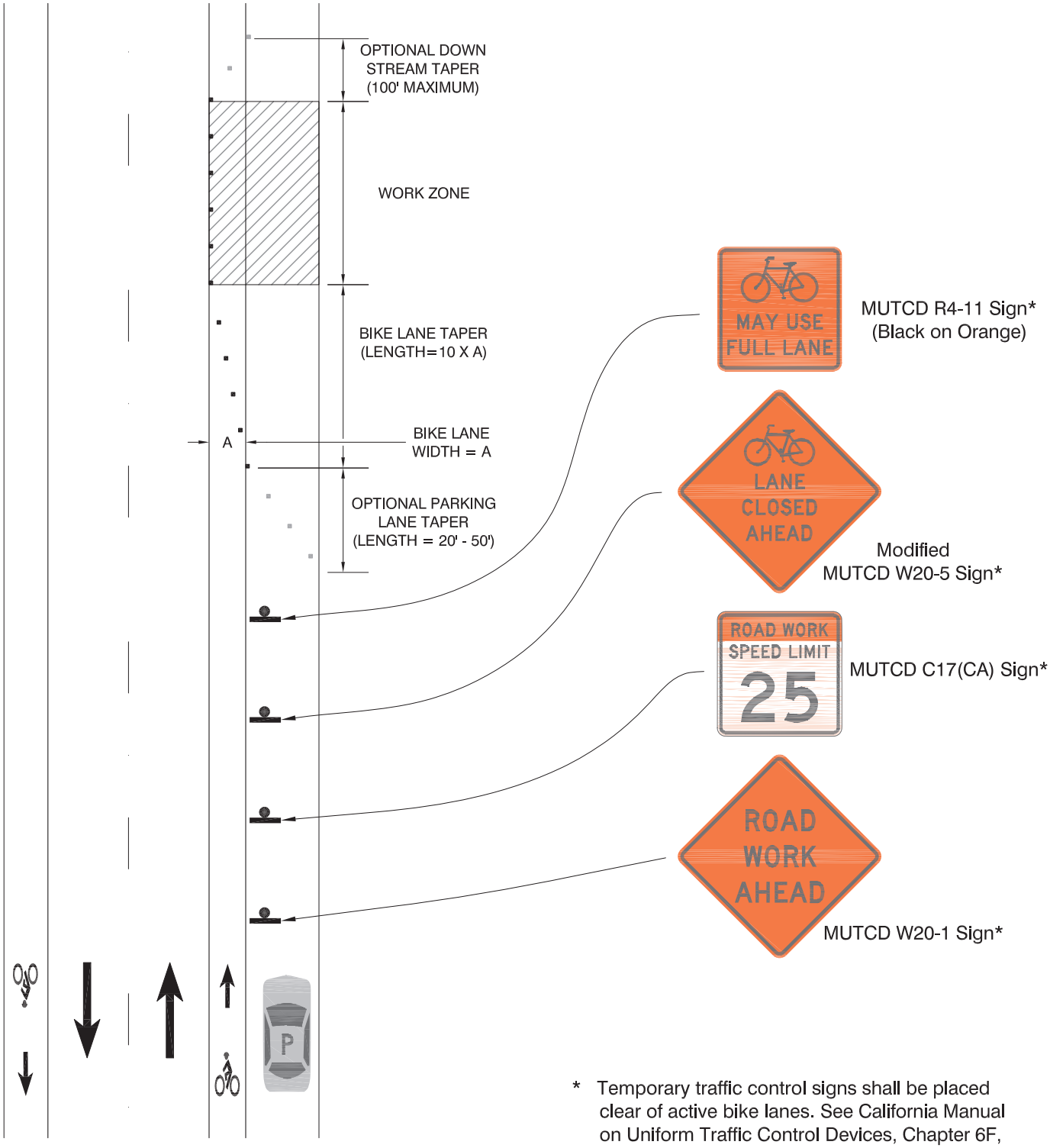
MULTI-LANE ROADWAY WITH TRAVEL LANE CLOSURE, TEMPORARY BIKE LANE, AND PARKING LANE CLOSURE

TEMPORARY TRAFFIC CONTROL DETAILS

SCALE: NOT TO SCALE

DWG. NO. TTC-1

DATE: OCT 2016



* Temporary traffic control signs shall be placed clear of active bike lanes. See California Manual on Uniform Traffic Control Devices, Chapter 6F, for guidance on position and spacing of advanced warning signs.

CITY OF OAKLAND
BUREAU OF ENGINEERING AND CONSTRUCTION
BICYCLE FACILITIES PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 4344 * OAKLAND CA, 94612
(510) 238-3466 * FAX (510) 238-7415

SINGLE-LANE ROADWAY WITH BIKE LANE CLOSURE AND PARKING LANE CLOSURE

TEMPORARY TRAFFIC CONTROL DETAILS

SCALE: NOT TO SCALE

DWG. NO. TTC-2

DATE: OCT 2016

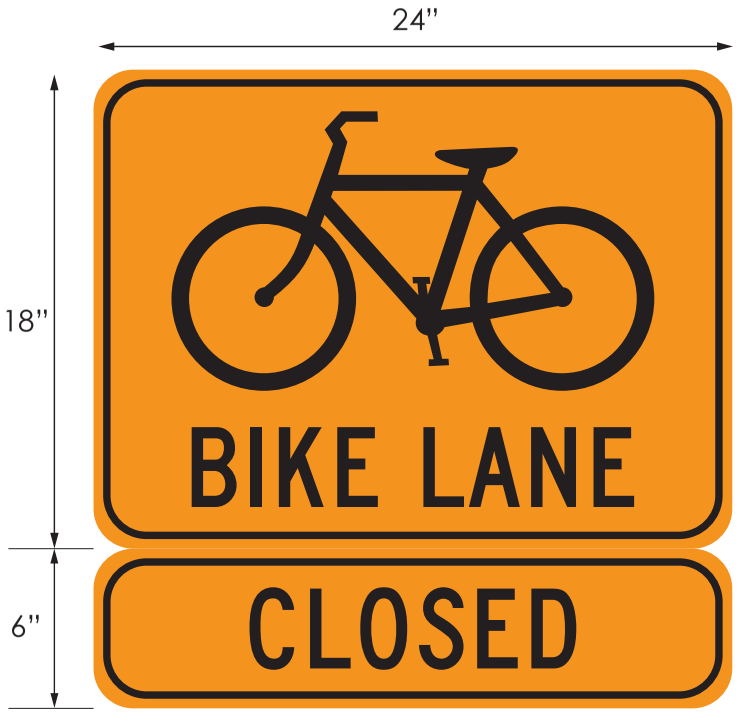
Assemblies for Long-Term Bike Lane Closures

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

R81/Custom Supplemental "CLOSED AHEAD" Plaque
- 3" letter height, all CAPS



R81/Custom Supplemental "CLOSED" Plaque
- 3" letter height, all CAPS



Assemblies for Streets Without Bike Lanes

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

R4-11 (BIKES MAY USE FULL LANE)
- Use: roads with two or more lanes per direction
- 4" letter height, all CAPS



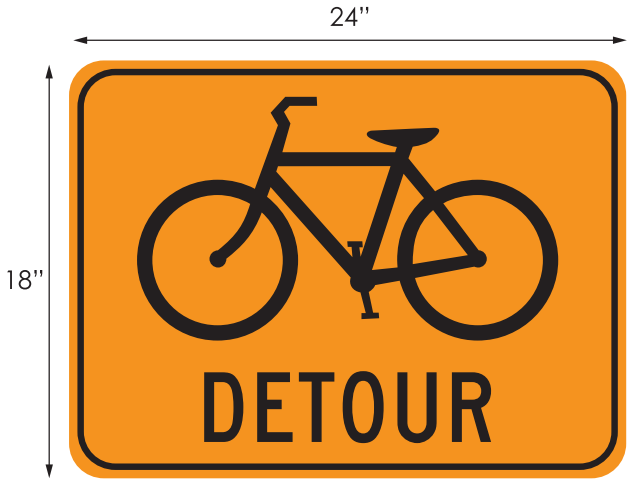
W11-1 (bike warning) / W16-1 (SHARE THE ROAD) assembly
- Use: roads with one lane per direction
- W16-1: 5" letter height, all CAPS



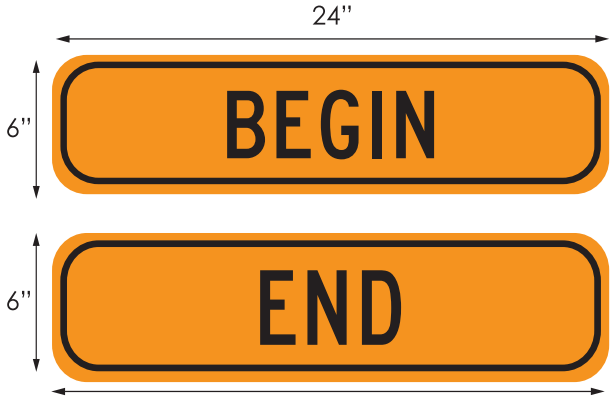
Blade Layout Details

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

D11-1
- 3" letter height, CAPS



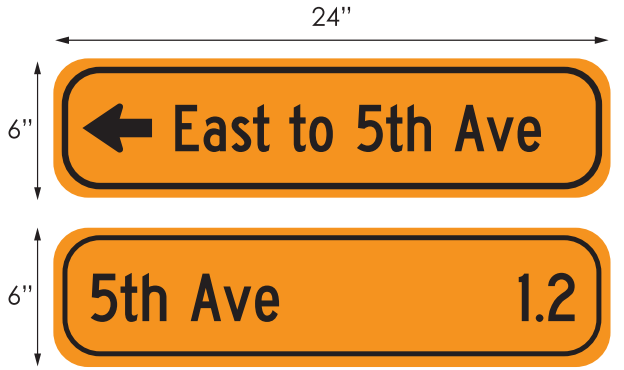
M4 series
- 3" letter height, CAPS



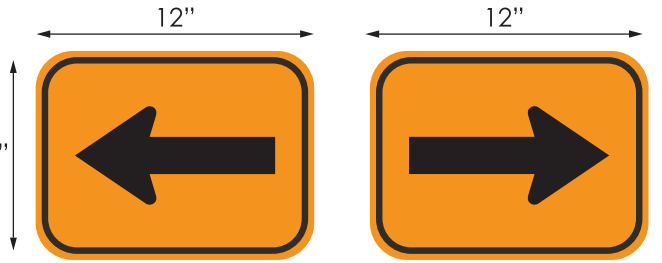
S17 (CA)
- 2.5" letter height, CAPS
  (example route name shown)



D1-1b
- 24" wide, 6" high (one-line); 10" high (two-line, not shown)
- 2" letter height, Title Case
  (example text shown)



M7-1 (L/R)



Example Assemblies for Bikeway Detours *

Sign blades/assemblies based on those in the MUTCD (sign numbers indicated, except where noted), modified for traffic control use. All signs shall have a black legend and border on an orange background and use FHWA Series C typeface.

A



- 30" wide; height varies based on content
- Min 2.5 letter height, all CAPS

B



- 24" wide x 36" high

C



- 24" wide x 33" high

D



- 24" wide x 30" high

E



- 24" wide x 30" high

** Example assemblies shown above are from a project-specific detour. Assemblies will vary by project.*

PEDESTRIAN ACCESS DURING CONSTRUCTION PROJECTS

- **The purpose of these standards for construction in the public right-of-way is to ensure pedestrian safety and access**
- **Standards apply to City of Berkeley crews, Contractors with the City, and all others working in the right-of-way**
- **Each project is unique and requires thorough review to ensure complete, safe, usable and accessible paths of travel**

MAINTENANCE OF A CLEAR AND ACCESSIBLE PEDESTRIAN CORRIDOR

The Contractor or permittee shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project.

- Pedestrian corridor shall be a nominal width of 6' whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48" wide at single point of contact or obstruction.
- Accessible pedestrian corridor shall connect with facilities throughout the project area.
- Equipment, debris, construction materials or vehicles shall not obstruct the corridor.
- No parked vehicles can obstruct blue curb parking spaces unless permitted by the City.
- Temporary closure of designated pedestrian routes and crossings shall be allowed only when flaggers are present and safely directing pedestrians around hazards.

TEMPORARY RAMPS CONFORMING TO ACCESSIBLITY STANDARDS

The Contractor or permittee shall install and maintain temporary concrete, asphalt or wood ramps to provide a safe path of travel for mobility-impaired pedestrians at all locations where ramps have been temporarily removed OR needed to route pedestrians.

- Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.
- Ramps shall have a minimum 4' wide walking surface and a slope not to exceed 8%.
- Ramps shall snugly meet existing surfaces without gaps. When required for drainage
- Schedule 40 PVC pipe minimum 2" diameter shall be installed through ramp.
- Transitions between ramps and the street surface shall be smooth such that no lip exists at the base of the ramp.
- Sides of a ramp shall be protected where there is any drop-off.

CONSTRUCTION OF SIGNPOSTS, BARRICADES AND FENCING

Barricades that are impenetrable shall be used to separate pedestrians from hazards on all sides of excavations that may be exposed to pedestrians. Use materials and methods suitable to site conditions. Signs and fencing material shall not protrude into the clear pathway.

- A-frames used for defining path of travel (not barricading trenches) shall be placed end-to-end without spacing, shall be connected and maintained to ensure stability to help a person who is blind negotiate a safe path while using a cane.
- Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade.
- Fencing material requires a minimum 3" height, solid, uninterrupted toe-board.
- Signposts, scaffolding and fencing supports shall be placed entirely outside the pedestrian path of travel, minimum 4' wide and 80" high without obstruction.
- Construction barriers shall be maintained in a sound, neat and clean condition.

IDENTIFICATION OF SAFE PATH OF TRAVEL

If a portion of the pedestrian way is rerouted due to construction, the path of travel shall be clearly defined. Traffic Engineer shall review any pedestrian access limitations and notification requirements for pedestrians with mobility or vision impairments.

- Paths of travel that DO NOT continue to the next corner or to a safe crosswalk shall be closed to pedestrian traffic. Signs a minimum of 36" x 36" must be posted stating the sidewalk is closed and detour pedestrians to accessible sidewalk.
- Pedestrian access corridors shall be clearly delineated with cones or barricades, as approved by the Engineer.
- If a crosswalk is closed, curb ramps leading into that crosswalk must be barricaded in such a manner that walkways that are not closed remain accessible to use.
- Caution Tape shall NOT be used by itself to delineate the path of travel or create a barricade

SURFACING OF PEDESTRIAN CORRIDORS

During construction, tripping hazards and barriers for people with mobility impairments must be removed to maintain an accessible pedestrian corridor.

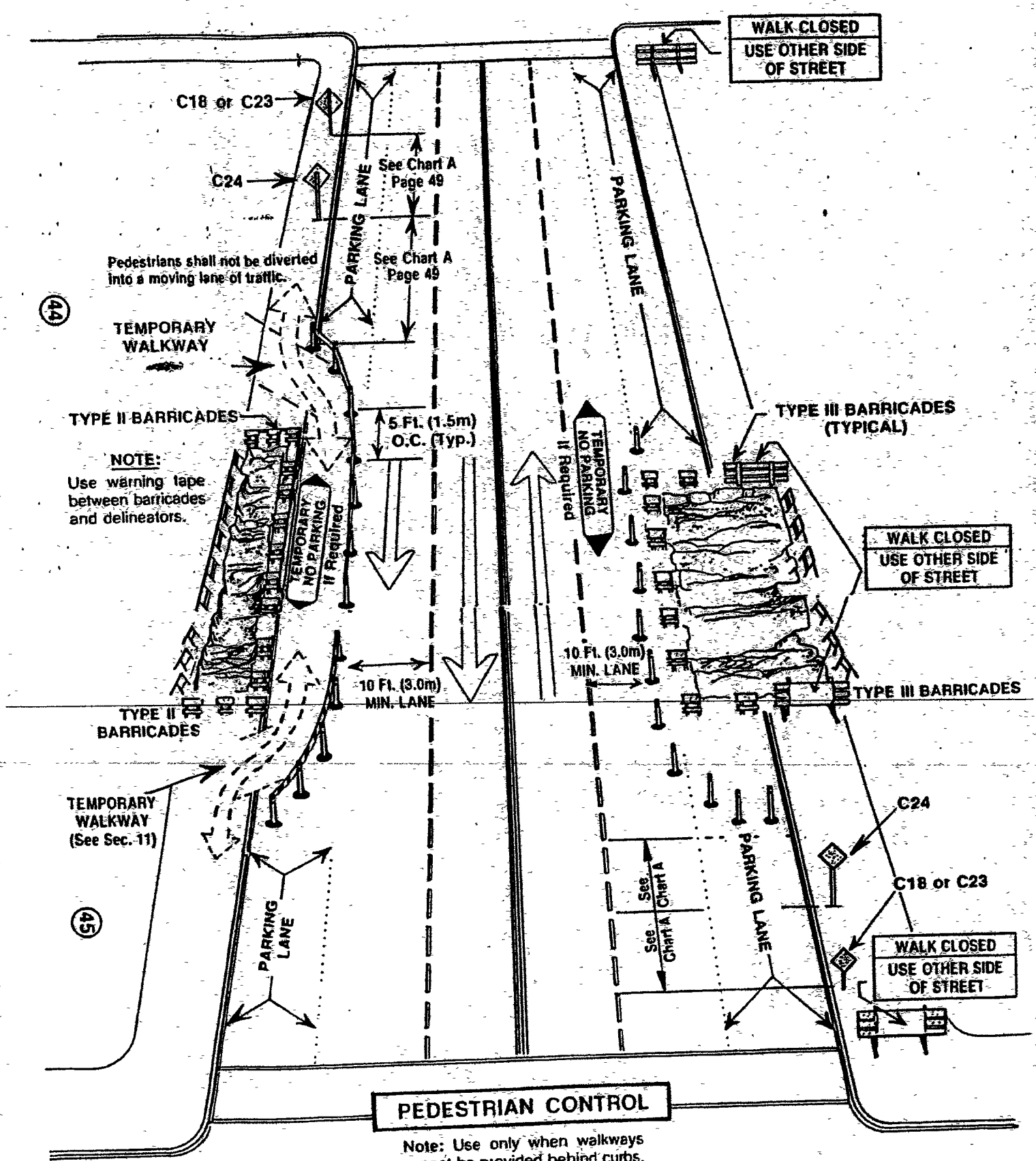
- Any change of level, which exceeds 1/4" height, must be beveled at 45º.
- Closed trenches, temporary paving surfaces, walking surfaces, steel plates; etc. shall have a smoothly finished, firm walking surface made even w/surrounding walkways.
- Aisle or loading area adjacent to a parking space is part of the pedestrian corridor.

RESTORATION OF PEDESTRIAN ROUTES

After construction, the site shall be returned to its former condition, or new condition as required.

- Temporary ramps shall be removed as soon as construction and approval of permanent ramp is completed.
- After work is completed, surface of the pedestrian path shall be restored free from all ridges, gaps, bumps and rough edges.
- Construction that affects existing curb ramp shall include replacement or repair of the curb ramp to meet current City standards.

PLEASE NOTE: City of Berkeley Engineers may stop work when any hazardous conditions are present.


WALK CLOSED
USE OTHER SIDE OF STREET
C18 or C23
C24
See Chart A Page 49
PARKING LANE
Pedestrians shall not be diverted into a moving lane of traffic.
44
TEMPORARY WALKWAY
TYPE II BARRICADES
5 Ft. (1.5m) O.C. (Typ.)
NOTE:
Use warning tape between barricades and delineators.
TEMPORARY NO PARKING If Required
TYPE III BARRICADES (TYPICAL)
10 Ft. (3.0m) MIN. LANE
TYPE III BARRICADES
TYPE II BARRICADES
TEMPORARY WALKWAY (See Sec. 11)
45
PARKING LANE
See Chart A
C24
C18 or C23
WALK CLOSED
USE OTHER SIDE OF STREET
PEDESTRIAN CONTROL
Note: Use only when walkways cannot be provided behind curbs.



PW Transportation Division

MEMORANDUM

September 11, 2013

To: Public Works Engineering, Public Works Streets, Public Works Zero Waste, Parks Recreation and Waterfront Department
From: Hamid Mostowfi, Supervising Traffic Engineer
Subject: Temporary lane closures – Revised Policy

Please note the following policy supersedes the April 2011 and December 2012 versions:
No lane closures shall be permitted on the following streets Monday through Friday between 7:00-9:00 AM, 4:00-6:00 PM, and Saturdays between 10 AM - 2 PM, unless approved in advance by the City Traffic Engineer if it can be explained why such closure can't reasonably be avoided. On Saturdays when UC football games are scheduled all construction-related lane closures along these corridors must be reopened at least 4 hours before the start of the game.

Major Streets:

- University Avenue
- San Pablo Avenue
- Shattuck Avenue
- Telegraph Avenue
- Sacramento Street
- Martin Luther King Jr. Way
- Ashby Avenue
- College Avenue
- Gilman Avenue
- Adeline Street

Notwithstanding the above, Traffic Engineer reserves the right to review and comment on each individual traffic control plan based on its own merits.

Note: The only exception to the above rule is in cases of street emergencies. For the purpose of this memorandum a "street emergency" is defined as an event such as a sewer backup or overflow which if not attended quickly, would result in significant damage to property, risk to public safety, or blockage of public right of way. Routine maintenance, inconvenience to construction method or schedule, or adverse impacts on cost of work will not generally be accepted as grounds for exceptions.

1947 Center Street, 3rd Floor, Berkeley, CA 94704 Tel: 510.981-7010 Fax: 510.981-7060

Attachment E

SHARED ELECTRIC MICROMOBILITY PERMIT PROGRAM ON-STREET PARKING ZONE MAINTENANCE AGREEMENT

1. Parking Zone Street Address: _____

2. Party agreeing to parking zone (SEMPP Permittee):

Name: _____

Contact person (if different from above): _____

Mailing address: _____

Phone #: _____Email address _____

By signing below:

a) The SEMPP Permittee, as applicable, for the proposed parking zone agrees to:
   i. Sweep, remove, and dispose of debris in the corral and along the adjacent curb frontage (up to 20 ft in both directions) on both sides of the bicycle corral in the roadway at least every other week, and more frequently as needed to prevent the accumulation of debris.
   ii. Visually inspect the corral on a weekly basis and report any problems such as damage to flexible delineators or bumpers, etc. to City of Berkeley Shared Mobility inbox (sharedmobility@berkeleyca.gov).

b) The SEMPP Permittee acknowledges that the parking zone is for public use, and not for the exclusive use of any particular business.

c) If resident complaints are received, the Transportation Division will notify the maintenance agreement holder (SEMPP Permittee) and may refer the complaints to the Transportation Inspector for initial review. On-going issues shall be addressed through the SEMPP enforcement process.

d) The SEMPP Permittee agrees and promises to defend, indemnify, and hold harmless City and each of its respective Councilmembers, officers, directors, partners, agents, volunteers, and employees, or of any and all persons acting by, through or under each of them as required under Section (G) of the SEMPP Terms & Conditions

e) The SEMPP Permittee agrees to hereby fully and forever RELEASE, WAIVE, AND DISCHARGE any and all claims, demands, rights, lawsuits, and causes of action, against the City, its respective Councilmembers, officers, directors, partners, agents, volunteers, and employees, or of any and all persons acting by, through or under each of them, and its Agents as required under Section (H) of the SEMPP Terms & Conditions.

f) The SEMPP Permittee acknowledges and agrees that this Maintenance Agreement is a condition of participation in the Shared Electric Micro-Mobility Permit Program. The current SEMPP Terms & Conditions are hereby incorporated into this Maintenance Agreement by reference and shall apply to all obligations, activities, and responsibilities undertaken by the Permittee under this Agreement.

g) The SEMPP Permittee acknowledges that the City has no responsibility or liability for theft, loss, or damage to any Shared Electric Micromobility Devices, whether such damage occurs in or near a designated parking zone, during the course of Permittee's maintenance activities, or as a result of users' decision around parking locations. The Permittee agrees that it shall not assert any claim against the City for damage to Devices, and shall defend, indemnify, and hold harmless the City from any third-party claims arising from damaged Devices.

Signature:_____

Print Name: _____ Date: _____

Return signed copy by mail or email to:

City of Berkeley, Public Works Department,
Transportation Division 1947 Center Street, 4th Floor,
Berkeley, CA 94704
Email: sharedmobility@berkeleyca.gov
Phone: (510) 981-7056

Public Works – Transportation Division
1947 Center Street, 4th Floor
Berkeley, CA 94704

Shared Electric Micromobility Permit Program (SEMPP)

Fleet Cap Increase Request

Calendar Year Quarter used for Assessment: _____

Requested Percent Fleet Increase (%): _____

Please provide rationale for percent increase. *Note, if fleet increase is approved, the device type ratio must be maintained. City reserves right to cap fleet sizes as needed.*

To be completed by City:

Key Performance Indicators	Month 1	Month 2	Month 3
Utilization >1.00 for 3 consecutive months			
EPC Coverage ≥50% of devices deployed in EPCs for 3 consecutive months			
Timely Resolution Rate ≥ 90% quarterly compliance with complaint resolution requirements for 3 consecutive months			

Request approval (Y/N): _____

Assessment completed by: _____

Public Works – Transportation Division
1947 Center Street, 4th Floor
Berkeley, CA 94704

Shared Electric Micromobility Permit Program (SEMPP)

Quarterly Report

Fiscal Year Quarter: _____

Months Covered: _____

Data requested within this report shall be specific to the activities and operations within the City of Berkeley city boundaries.

I. Overall Trip and Device Data

Trip and Device Data	Month 1	Month 2	Month 3	Quarter Average
Average Trip Distance				

II. Overall User Data

User Data	Month 1	Month 2	Month 3	Quarter Average
Total # of Active Users				
Total # of Repeat Users[1]				
% of Total Rides Completed by Repeat Users				

1. Repeat user is defined as user using service at least 3 times.

III. Equity Data

	Equity Data	Month 1	Month 2	Month 3	Quarter Average
(n)	Total # of Discounted Rides				
(o)	Total # of Customers Participating in the Low-Income Discount Program				
(p)	Total Number of New Customers Signed Up in the Low-Income Discount Program				

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Email: sharedmobility@berkeleyca.gov

1. EPC = Equity Priority Community

IV. Maintenance and Customer Service

Service Data	Month 1	Month 2	Month 3	Quarter Average
# of Incidents of Vandalism or Theft				

IV.a. Provide device maintenance reports as a separate .cvs file.

IV.b. Provide a .cvs file of all calls and emails received through customer service hotline or email in the following table format:

Date	Time	Call or Email	Response Time (min)[1]	Nature of Inquiry

1. Time taken to reply to customer

V. User Enforcement

Equity Data	Month 1	Month 2	Month 3	Quarter Average
Total # of parking violations				
Total # of warnings issued				
Total # of penalties applied				
Total # of repeat offenders				
Total # of revoked ridership privileges				

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Email: sharedmobility@berkeleyca.gov

~~I~~**V.~~b~~a.** During this reporting period, what efforts were implemented within the mobile application to increase proper parking? What were the results?

V.b. Provide a list of proposed parking zone relocation or expansion sites, if any.

V~~I~~. Collision Incident Data

Date	Time	Device Type	Geo Coordinates of Incident	Severity of Indicent (fatality, severe injury, minor injury, or property damage only)	Police Report Filed? (Y/N)
Add rows as needed					

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Email: sharedmobility@berkeleyca.gov

VII. Outreach Activities

Provide details of the total number and types of outreach activities completed during this reporting period. Include the total number of free or discounted helmets distributed, if any.

VIII. Highlights and Challenges

Provide highlights or challenges you would like to share.

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Email: sharedmobility@berkeleyca.gov