

LICENSE AGREEMENT

DENVER SHARED MICROMOBILITY SERVICES

This **LICENSE** (this “License”) is made and given, as of the date of the City’s signature page below (the “Effective Date”), by the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the “City”), to **Lyft Bikes and Scooters, LLC** (“Lyft”) with its principal place of business at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (each individually a “Party” and together, the “Parties”).

RECITALS

- A. Lyft owns property it wishes to locate and offer for hire within the right-of-way in the City and County Denver, State of Colorado, as more particularly described on **Exhibit 1** attached hereto (“Lyft’s Property”).
- B. The City and Lyft now wish to provide for the use of the Property by End Users within the geographical boundaries of the City and County of Denver as part of a citywide micromobility program (the “System”) encouraging alternative forms of transportation as part of the Mayor’s Vision Zero campaign.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lyft and the City do hereby promise and agree as follows:

- 1. **GRANT**: As of the Effective Date, the City hereby grants to Lyft a non-exclusive license to use and occupy the right-of-way, or portions of the right-of-way, for the following purposes, and as further detailed in the Scope of Work, attached as **Exhibit 2** (the “Work”):
 - A. Operation of shared micromobility services (including, at a minimum, scooters and bicycles/e-bicycles) under a branded, integrated platform. Operation includes the provision of vehicles, maintenance, and all associated operation of these vehicles.
 - B. Installation and maintenance of vehicle docking stations and any infrastructure associated with provision of micro-mobility service. Lyft will be responsible for all proper permitting for any infrastructure placed in the public right-of-way.

Lyft acknowledges and agrees that the exercise of the foregoing rights (referred to herein collectively as the “License Rights”) shall be in accordance with, and subject to, the terms and conditions set forth in this License. This License does not authorize Lyft to enter upon, or make any use of, any public property other than the right-of-way and for only those purposes identified as the License Rights.

- 2. **CITY RETAINED RIGHTS**: The City retains the right to use of, occupy, enjoy, grant other interests, and in all other ways govern and control the right-of-way and any City owned land. Notwithstanding the foregoing, the City, acting through its Managers of the Department of Transportation and Infrastructure and Department of Parks and Recreation

(individually “Manager” and collectively “Managers”) retains the right, at the Manager’s(s’) sole discretion, to require Lyft’s Property to be removed from the right-of-way or any dedicated park and/or to relocate Lyft’s Property at Lyft’s sole cost and expense. The City may give Lyft advance written notice to remove or relocate its Property, if practicable, before engaging in the self-help remedy described in this Section 2. The City retains the right to control, monitor, and establish procedures applicable to Lyft’s use of the right-of-way. This License and the License Rights shall be considered personal to Lyft and non-transferrable without the prior written consent of the Managers, such consent shall not to be unreasonably withheld, conditioned, or delayed.

3. **TERM**: This License will commence on the Effective Date and remain in effect until the date that is five (5) years from the Effective Date, unless earlier terminated in accordance with the terms hereof (the “Initial Term”).

4. **COSTS**: Lyft shall be responsible for all costs and expenses associated with License Rights except as otherwise provided in this License.

5. **CONFIDENTIALITY**:

“**Confidential Information**” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement.

Lyft shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information in accordance with all applicable laws, or rules and regulations promulgated pursuant thereto.

Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential

Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of confidential materials, the City shall advise Lyft of such request in order to give Lyft the opportunity to object to the disclosure of any of its materials which it marked as proprietary or confidential or to otherwise redact any information that Lyft deems non-responsive to the request to which the City is responding. In the event of the filing of a lawsuit to compel disclosure, the City will tender all material to the court for judicial determination of the issue of disclosure and Lyft agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Lyft further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Lyft's intervention to protect and assert its claim of privilege against disclosure under this Section 5 including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

6. BASIC TERMS & CONDITIONS:

- A. Compliance with Laws:** Lyft shall provide or obtain and maintain all notices, permits, licenses, consents, permissions, and approvals required by any governmental or quasi-governmental entity prior to commencing the Work or any activities in the right-of-way. Lyft hereby acknowledges that any and all activity on or about the right-of-way shall require Lyft to obtain in advance and comply with any and all permitting requirements for use of City right-of-way. Any required manifest, approval, license or permit shall be issued in Lyft's name. Lyft hereby acknowledges and agrees that it is bound by and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, and the terms and conditions set forth in the Plans and all other applicable plans, specifications, permits, permissions, consents, and approvals, including, without limitation, the Rules and Regulations for Encroachment Permits, in connection with the Work and any activity undertaken by or on behalf of Lyft in the right-of-way or on any other City-owned property.
- B. No Property Interest:** Nothing in this License creates or recognizes a property interest on the part of Lyft in or to the right-of-way or other City-owned land.

- C. **Revocation or Termination:** The City, acting through the Manger(s), shall have the right to revoke or terminate the License Rights and this License in the event of a breach of the terms herein by Lyft. In the event of a termination or revocation by the City, the Manager(s) shall give Lyft a Notice of Revocation and Termination (“Notice”). If the reason for the Notice is for a curable violation of this License, upon receipt of such Notice, Lyft shall have 30 days, or such longer time as approved by the Managers, which approval shall not be unreasonably withheld, to cure the violation. If the reason for the Notice is not curable, Lyft shall have 90 days to remove Lyft Property and all its appurtenances from the right-of-way and restore the right-of-way as required herein
- D. **City Representative:** The Executive Directors or their designee(s) (the “City Representative”) shall be Lyft’s contact for coordination of the Work of Lyft under this License. Lyft shall take all reasonable measures to keep the City Representative informed of the progress of the work and related activities, and any emergencies, in accordance with this License and to comply with the directions and requirements of the City Representative, including any order to suspend work or to cease and desist in any unauthorized activities. Except in the case of an emergency, at least 3 days prior to entering onto the right-of-way and performing any Work, Lyft shall provide written notice to the City Representative with evidence that all necessary permits, permissions, and approvals have been obtained and the dates for the start and completion of any Work. All Work shall be performed in accordance with applicable City ordinances, rules and regulations, including but not limited to permits, permissions, and approvals, and to the reasonable satisfaction of the City Representative.

City Representative:

Stephen Rjio
Senior City Planner
Denver Department of Transportation and Infrastructure
720-913-0721
Stephen.Rjio@denvergov.org

- E. **Lyft and its Contractors:** All contractors, subcontractors, consultants, suppliers, laborers and agents retained to perform some portion of the Work or to undertake any activities on or about the right-of-way shall be regarded as being “Lyft” under this License, shall be subject to the terms and conditions of this License, and shall be identified (by name, address, telephone number, and email address) in a prior written notice to the City Representative, and this contact list shall be updated as needed. At no time shall Lyft, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.
- F. **Restoration:** Lyft shall not damage, destroy or harm any improvements on or about

the right-of-way or other City-owned land and shall promptly repair, replace or restore, to a condition similar to that which existed prior to the commencement of the Work, to the satisfaction of the City Representative, any improvements or other conditions damaged by Lyft as the result or in relation to the Work performed (the “Restoration”).

G. Utilities: Lyft shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work on or about the right-of-way and any other City-owned land. Lyft shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Representative will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in the right-of-way or other City-owned land, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Lyft.

H. Lyft’s Personal Property: Lyft shall take reasonable measures to secure its Personal Property (defined below) located on the right-of-way from public access or tampering and for the protection of public health and environment during the Work. The City assumes no liability for public misconduct, theft or vandalism. Notwithstanding the foregoing, in the event that public misconduct, theft, or vandalism causes damage to any Lyft-owned or operated vehicle, docking station, or Lyft property deployed pursuant to this License, the City shall cooperate, in good faith, with Lyft’s investigation to resolve such occurrence[s]. Upon the completion of any Work, Lyft shall promptly remove from the right- of-way all equipment, vehicles (except Vehicles, as that term is defined herein), temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris, and waste brought on site or generated by Lyft on site (“Personal Property”) and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Lyft fails to remove any item of Personal Property as provided herein, the City may perform such removal and Lyft shall promptly reimburse the City for all reasonable costs incurred.

7. INSURANCE:

A. General Conditions: Lyft shall secure, on or before the Effective Date, the following insurance covering all Work and related activities under this License. Lyft shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be

canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If such written notice is unavailable from the insurer, Lyft shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within ten (10) business days of such notice by its insurer(s). Additionally, Lyft shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Lyft. Lyft shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of Lyft. Lyft shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.

- B. Proof of Insurance:** Lyft shall provide a copy of this License to its insurance agent or broker. Except as authorized by a permit previously issued to Lyft, Lyft may not commence Work under this License prior to placement of coverage. Lyft certifies that the certificate of insurance attached as **Exhibit 3**, preferably an ACORD certificate, complies with all insurance requirements of this License.
- C. Additional Insureds:** For Commercial General Liability and Business Auto Liability, Lyft’s insurer(s), and any subcontractors’ insurer(s), shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured via blanket endorsement.
- D. Waiver of Subrogation:** For all coverages, Lyft’s insurer shall waive subrogation rights against the City.
- E. Contractors and Consultants:** All of Lyft’s contractors, consultants, subcontractors and subconsultants (including independent contractors, suppliers or other entities performing Work under this License) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Lyft. Lyft shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Lyft shall provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- F. Workers’ Compensation/Employer’s Liability Insurance:** Lyft shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease

claims. Lyft expressly represents to the City, as a material representation upon which the City is relying upon in issuing this License, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this License, and that any such rejections previously effected, have been revoked as of the date the Lyft signs this License.

G. Commercial General Liability: Lyft shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Lyft shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this License.

I. Additional Provisions:

(1). For Commercial General Liability, the policies must provide the following: (a) that this License is an insured Contract under the policy; (b) defense costs are outside the limits of liability; (c) a severability of interests or separation of insureds provision (no insured v. insured exclusion); and (d) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2). For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services required under this License were provided to the City, whichever is earlier. Lyft shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Lyft's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Lyft shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

A. Indemnification: Lyft shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this License, any work performed or activities undertaken, or financial liability incurred by Lyft in relation to this License, and the occupancy or use of any portion of the right-of-way or any other City-owned property ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or

omissions of Lyft, either passive or active.

- B. Duty to Defend:** Lyft’s duty to defend and indemnify City shall arise (i) at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim; and (ii) even if City is the only party sued by claimant. The City shall promptly notify Lyft of all Claims and/or lawsuits related to this License giving rise to Lyft’s duty to defend, even if the City is the only party named in such Claim or suit.
- C. Payment of Expenses:** Lyft will defend any and all Claims brought against City to the extent required by Sections 6(a) and (b) above, and will pay on behalf of City any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- D. Control of Defense:** Lyft’s defense and indemnification obligations are subject to the City providing Lyft with reasonable control over the defense and settlement of the Claim, including over incurring expense related to defending such Claims such as, but not limited to, court costs, attorney fees, and fees otherwise incurred in defending and investigation such Claims. The City shall cooperate with Lyft to the extent reasonably necessary to defend the Claim. The City shall have the right to approve major milestones in defense of the Claim, which such approval shall not be unreasonably withheld, conditioned, or delayed.
- E. Not Limited by Insurance Coverage:** Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Lyft under the terms of this indemnification obligation. Lyft shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- F. Survival:** This defense and indemnification obligation shall survive the expiration or revocation of this License.
- G. Claims Related Work:** Lyft shall be responsible for all compensation or restitution for injuries to persons or damage to or loss of property or other Claims belonging to persons arising from, or related to, any of the Work or other actions undertaken by or on behalf of Lyft. The term “persons” shall include, without limitation, City officials, End Users, employees, volunteers, consultants, contractors, and agents.
- 9. SPECIAL CONDITIONS OF ACCESS & USE:** In addition to all other general terms and conditions set forth in this License, the following terms and conditions are established:

 - A.** In the event that the Work shall require that portions of any bike or pedestrian trail (a “Trail”) be closed for more than twenty-four (24) continuous hours, Lyft shall prepare a detour plan which must be approved by the City Representative and the

Denver City Traffic Engineer prior to Lyft implementing the detour plan (“Traffic Control”). All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Representative if the City Representative finds any of them to be inadequate.

- B.** If any Work impacts Parks and Recreation facilities, in addition to other permits, permissions and approvals, Lyft shall obtain a Temporary Construction and Access Permit (“TCAP”) from the City’s Department of Parks and Recreation.

10. GOVERNMENTAL APPROVALS AND CHARGES: Lyft shall obtain and maintain, at its sole cost, and comply with all applicable permits or licenses (federal, state, or local) required for the Work to be performed under this License. Likewise, the City shall give Lyft at least thirty (30) days advance written notice of estimated permit or license fees. Lyft shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the work and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. Lyft hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Lyft’s failure to comply with this Paragraph 8. This indemnification obligation shall survive the revocation or termination of this License.

11. LIENS & OTHER ENCUMBRANCES: Lyft shall make best efforts to prevent any mechanic’s or materialman’s liens or any other liens to be imposed upon any City-owned land due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Lyft, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the Work. Nonetheless, in the event a lien is filed against City-owned land in connection with the Work, Lyft shall cause such lien to be removed within sixty (60) days notice of such lien. Lyft shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this License and shall not permit the same to become delinquent. Lyft shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to any City-owned land. Lyft hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Lyft’s failure to comply with this Paragraph 9. This indemnification obligation shall survive the revocation or termination of this License.

12. NOTICES: All notices required to be given to the City or Lyft hereunder shall be in writing and delivered by e-mail, personal delivery, commercial overnight courier, or certified mail, return receipt requested, to:

City: Executive Director/Manager
Department of Transportation and Infrastructure
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

Email:

Denver City Attorney City Attorney's Office
201 West Colfax Ave., Dept. 1207
Denver, Colorado 80202
Email:

Executive Director/Manager
Department of Parks and Recreation
201 West Colfax Ave, Dept. 601
Denver, CO 80202
Phone: (720) 913-1311
Email:

Lyft: Lyft Bikes and Scooters, LLC
185 Berry Street, Suite 5000
San Francisco, California 94107
Attn: LBS Legal
Email: Lbs-legal@lyft.com

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is delivered to Lyft or the City. Daily communications and coordination between the City Representative and the representative of Lyft and its contractor may be telephone or email, if so, allowed under this License and as agreed by these representatives.

13. **GOVERNMENTAL IMMUNITY**: Nothing in any other provision of this License shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.
14. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of the work under this License, Lyft agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.
15. **REMEDIES AND VENUE**: In addition to revocation or termination of this License and the self-help provisions of this License, the City shall have all remedies available at law or in equity against Lyft. Lyft's exclusive remedy against the City for the City's breach of its obligations shall be for specific performance and Lyft does hereby waive all other remedies at law or in equity including damages. The venue for any action under this License shall

be in the District Court for the City and County of Denver.

16. **AMENDMENT**: Except as otherwise expressly provided in this License, this License may be amended, modified, or changed, in whole or in part, only by written agreement executed by the parties in the same manner as this License.
17. **NO ASSIGNMENT**: Lyft shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this License, without the prior written consent of the Managers, which consent shall not be unreasonably withheld, conditioned, or delayed.
18. **SEVERABILITY**: If any term or provision of this License is held by a court of law (following all legal rights of appeal or the expiration of time therefor) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this License did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this License, the Parties shall work together, in good faith, to come up with an amendment to this License that substantially satisfies the previously intended consideration while being in compliance with applicable law and the judgment of the court.
19. **AUTHORITY TO EXECUTE**: The person signing for Lyft warrants that he or she has the complete authority to sign on behalf of and bind Lyft.
20. **APPROPRIATION**: All obligations of the City hereunder are subject to the prior appropriation of funds for such purposes by the Denver City Council and encumbrance thereof.
21. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Parties consent to the use of electronic signatures. This License, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this License solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this License in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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BEGIN ON NEXT PAGE.]**

Contract Control Number: DOTI-202158012-00
Contractor Name: Lyft Bikes and Scooters, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158012-00
Lyft Bikes and Scooters, LLC

By: DocuSigned by:
David Foster
37AD50B2887A41C... _____

Name: David Foster
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT 1 - LYFT'S PROPERTY

Lyft's Property includes the following items: (1) Scooters; (2) Bikes or e-Bikes; (3) Stations; and (4) related parts and equipment. Sample photos of Lyft's scooters and bikes are included below:



EXHIBIT 2 – SCOPE OF WORK

A. Definitions

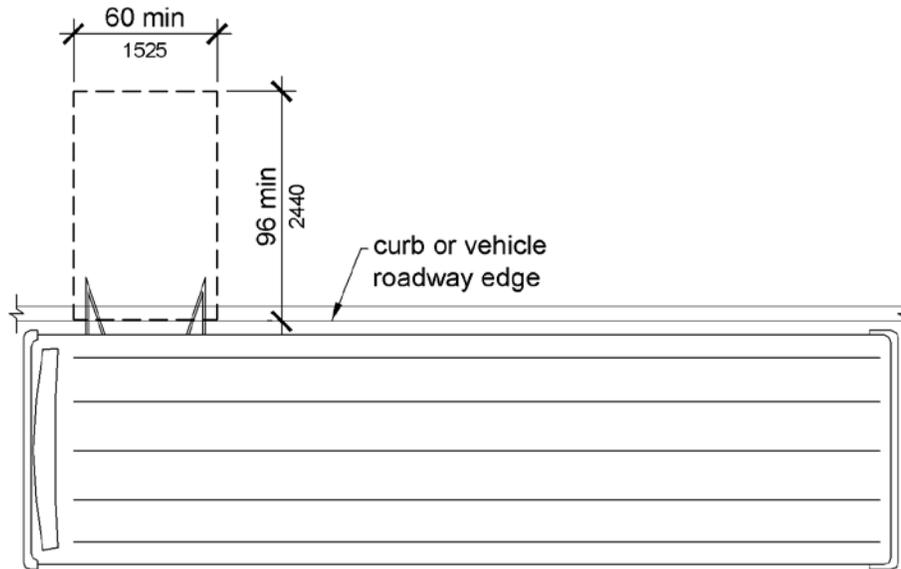
1. Base User Fee – Fee to gain access to proposed service.
2. City – The City means the City and County of Denver government.
3. Class 1 Electrical Assisted Bicycle – Class 1 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with fully operable pedals and a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
4. Class 2 Electrical Assisted Bicycle - Class 2 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with fully operable pedals and a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
5. “Corral” -- means a spot in the City right-of-way intended to mark a recommended parking location for Dockless Vehicles, created by Lyft, and demarcated using painted pavement, or other reasonably non-invasive markers, such as thin PVC (or other plastic) posts, and which may be represented virtually in Lyft’s APP.
6. Denver – Denver means the geographic region encompassed by the political boundaries of the City and County of Denver.
7. Denver Micromobility Program – City and County of Denver-licensed program for the operation of micromobility vehicles procured under the 2020 “REQUEST FOR QUALIFICATIONS SHARED MICROMOBILITY” (“RFQ”).
8. Department – Department refers to the Department of Transportation & Infrastructure (DOTI).
9. Dockless – Dockless means an Electric Scooter, Class 1 or Class 2 Electrical Assisted Bicycle or other City-approved vehicle type that is part of a publicly-offered transportation system and does not require a fixed apparatus for its receipt or return.
10. Docking Station – A physical station where users return or check out shared micromobility devices; and includes powered and unpowered infrastructure.
11. Dockless Unit or Unit – Dockless Unit or Unit means a singular Dockless Class 1 or Class 2 Electrical Assisted Bicycle, Dockless Electric Scooter or other City-approved vehicle type that is part of a publicly-offered transportation system.
12. Electric Scooter – Electric Scooter means a device that weighs less than one hundred pounds with handlebars that is powered by an electric motor and that has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor. Electric Scooter does not include an electrical assisted bicycle, electrical personal assistive mobility device (EPAMD), motorcycle, or low-power scooter.
13. End User – End User means a person who signs up to use any Vehicle in Lyft’s fleet for operation within Denver.
14. Enforcement Official – Enforcement Official means a person employed by the City and charged by the Manager of DOTI with enforcing the ordinances contained in the Denver Revised Municipal Code (D.R.M.C.) and the Executive Director’s Rules. “Enforcement Official” shall include any Denver police officer.
15. Executive Director – Executive Director means the Executive Director of Denver Department of Transportation and Infrastructure.
16. Executive Director’s Rules – Executive Director’s Rules means these rules and procedures established by the Executive Director promulgated pursuant to Chapter 54, to provide additional guidance and clarity on the administration of transportation mobility systems and services.
17. “Good Working Order” is defined in Section H(3)
18. “Industry Standards” refer to a set of criteria within an industry relating to the standard functioning and carrying out of operations for Docking Stations, and Corrals, including but not limited to:

- End Users are able to park and retrieve Vehicles as intended.
 - Free of significant graffiti and/or vandalism that would materially impair the use of Docking Stations.
 - All advertising panels, and signs are visible and in good condition.
 - All Docking Stations or kiosks are properly functioning (if applicable) and in good condition.
 - All locking mechanisms are properly functioning.
19. Initial Deployment – Lyft’s first deployment of vehicles for commercial purposes upon receiving an executed license for operation under this program.
 20. Micromobility Vehicle – Micromobility Vehicle means a human or electric-powered vehicle that is allowed to be operated in a bicycle lane as defined in D.R.M.C. 54-1(7).
 21. Notice – Notice means a written communication including, but not limited to a letter, e-mail, citation or civil penalty, warning or announcement. Written notice should be addressed to the Executive Director, Denver Department of Transportation & Infrastructure, 201 W Colfax, Dept. 608, Denver, CO 80202.
 22. Opportunity Area – Opportunity Area means select Denver Statistical Neighborhoods, made up of US Census Tracts, where a variety of indicators such as income, percentage minority groups, women led households, access to vehicles and other data points are aggregated to identify target investment locations. (see Appendix A for specific locations—this map may be adjusted as mutually agreed upon by the Manager and Lyft).
 23. Parking Area – Parking Area means an area designated by the Executive Director within the public right-of-way, typically delineated with traffic grade striping, paint or vertical elements, where Dockless Units may be parked when not in active use.
 24. Restricted Area – Restricted Area means any part of the public right-of-way restricted by the Executive Director, for the placement or operation of Dockless Units.
 25. Shared Micromobility Service – Shared Micromobility Service means a shared-use fleet of small, fully or partially human powered vehicles such as bikes, e-bikes or e-scooters or other City-approved vehicle types.
 26. Vehicles – Vehicles means any vehicular unit operating as a part of the Denver Micromobility Program.

B. Dockless Unit Deployment and Parking Requirements

1. The City shall apply all of the Dockless Unit Deployment and Parking Requirement conditions within this Section B equally and identically to all Licensed Operators to whom the City awarded a license pursuant to the RFQ.
2. 30% of the average daily on-ground vehicle fleet shall be located in Opportunity Areas at least once daily. A map of opportunity areas is shown in Appendix A. The required percentage and location of opportunity areas may be adjusted as mutually agreed upon by the Executive Director and Lyft. Vehicles are ideally redistributed to the 30% Opportunity Area level with best effort to complete by 7:00 AM each day vehicles are deployed.
3. Dockless Units must be deployed in a manner that allows clear passage in the right of way and does not impede ADA accessibility or the boarding or departure of transit users. For the purposes of this section, “clear passage” is defined as ten (10) feet in areas where the total sidewalk width is twenty (20) feet or greater, eight (8) feet where the total sidewalk width is between twenty (20) feet and sixteen (16) feet, or five (5) feet in areas where the total sidewalk width is sixteen (16) feet or less, unless such spacing is not reasonably practicable in a particular area.
4. Property owned by the Regional Transportation District (the “RTD”) such as light rail stations are subject to reasonable rules set forth by the RTD.
5. Property and trails managed by Denver Parks and Recreation (“DPR”) are subject to reasonable rules and regulations set forth by DPR.
6. Dockless Units deployed in the public right of way by Lyft must adhere the following guidelines:

- a. Dockless Units shall not block the movements of pedestrians and always provide 5 feet clear width, with at least 8 feet of clear walkway required for all sidewalks on arterial streets.
- b. Dockless Units must be deployed at least 1.5' from the back of curb/flowline.
 - i. At RTD flag poles, a minimum clear zone radius of 96 inches x 60 inches must be provided to allow for the proper deployment of an ADA lift ramp (see image below).



- c. Deployed Dockless Units must preserve pedestrian sight triangles at intersections, alleys, and driveways as well as to bus/light rail operations at stops.
 - d. Dockless Units must be deployed upright.
 - e. Lyft shall make best efforts to ensure that Dockless Units shall not impede access to utilities (in particular, Lyft will make best efforts to ensure that Dockless Units allow for access of at least 4 feet to utilities), or access from the street to the sidewalk.
 - f. Additional clear width may be required in high pedestrian areas, as mutually agreed by the Executive Director, or the Executive Director's designee and Lyft.
7. As a condition of launch, Lyft will be required to provide the Department with samples of parking education content designed for End Users, as well as a representative outreach plan for regularly reinforcing that information, and work with the Department when changes are necessary to improve parking compliance. Subsequent material changes to this plan shall be approved by the Department, which such approval shall not be unreasonably withheld or delayed.
8. Lyft's failure to adhere to deployment parking requirements in its operational deployment of vehicles (placed in the right of way by a Lyft operator), as documented by DOTI mechanisms including, but not limited to warnings, or notices may lead to disciplinary actions described in more detail on Exhibit B hereto. With respect to subsections 2, 3, 4, 5, 6, 7 of this Section B, Lyft shall have two hours from the time it receives written notice of a violation from the City to remedy such violation. In the event that Lyft remedies the issue prior to the end of such 2-hour period, the City shall not pursue disciplinary action against Lyft and must not impose the penalties related to violations of this Section B as described on Exhibit B hereto. Such written notice shall include:
- a. A photo of the Dockless Vehicle's QR Code or equivalent identification mechanism;
 - b. the location of the vehicle;
 - c. a description of the parking issue; a

- d. a photo that clearly demonstrates the violation; and
 - e. the name of the member of the City's staff who documented this information.
9. Lyft will work in good faith to comply with deployment requirements. In the event that Lyft is unable to adhere to such deployment requirements, the Department and Lyft will work together to address any perceived deployment shortcomings and develop a plan to address future deployment issues that may arise.
 10. If the Department identifies a geographic concentration of End User-caused violations of this section, Lyft shall make a reasonable effort to conduct targeted user education of parking rules in coordination with DOTI.

C. Vehicle Deployment Requirements

1. The City shall apply all of the following Vehicle Deployment Requirements within this Section C equally and identically to all Licensed Operators to whom the City awarded a license pursuant to the RFQ.
2. Each Licensed Operator shall deploy bikes and/or e-bikes in a quantity no less than 20% of the daily average made-available-for-rent quantity of deployed Electric Scooters. The actual percentage of bikes/e-bikes deployed may be higher but must remain at least 20% to ensure residents and visitors have access to bikes. Each Licensed Operator shall have 60 days from the program launch date to achieve the 20% bike or e-bike average daily Vehicle deployment obligation.
3. Each Licensed Operator shall conduct regular audits and relocate Vehicles based on changing demand and shall ensure that there is no overcrowding of Vehicles in highly-desirable areas (E.g. Union Station) or on single block faces in its reasonable discretion.
4. Each Licensed Operator shall develop a plan for maintaining, rehabbing, and replacing Vehicles and associated infrastructure and have it approved by the Department, whose approval shall not be unreasonably withheld, conditioned, or delayed, prior to Initial Deployment under this program. Subsequent material changes to this plan shall be approved by the Department.
5. Each Licensed Operator shall make reasonable efforts to ensure that Vehicles are deployed so as to not impede the safety and accessibility for pedestrians and those who use mobility devices such as wheelchairs.
6. Lyft shall make Vehicles and services available to the Denver Neighborhoods within its service area.
7. Lyft shall not deploy a quantity of vehicles at any one time in the day greater than the amount authorized by the Department. Provided, however, that any licensed operator may exceed the Maximum Electric Scooter Fleet Size Limit only between the hours of 11:00 PM MDT and 7:00 AM MDT: (i) by no more than 15% of the Maximum Electric Scooter Fleet Size Limit for no more than 4 consecutive hours and solely in order to recover its fleet following extended periods of high demand, and in particular, after weekend demand spikes; (ii) where such excess is de minimis and temporary; and (iii) where such excess is outside of Lyft's reasonable control. Total vehicle fleet maximums may be increased based on conditions set forth in Exhibit B. Likewise, the City will not perform audits regarding vehicle deployment size between the hours of 11:00 PM MDT and 7:00 AM MDT to allow Lyft to perform standard vehicle swapping and maintenance.

D. Use of Geofencing Technology

1. The City shall apply all of the conditions within this Section D equally and identically to all Licensed Operators to whom the City awarded a license pursuant to the RFQ.
2. Lyft shall utilize geofencing technology, and within reasonable and commercially achievable GPS technology limits, to fully disable Vehicle propulsion and prevent users from completing a ride:
 - a. Within the 16th Street Pedestrian and Transit Mall right-of-way from Broadway to Wynkoop and building face to building face.
 - b. At Denver Union Station (hardscape area behind the curb to the building face of Denver Union Station

between 16th St. and 18th St.)

- c. At Coors Field (Blake St. between 20th St. and 22nd St., and 17th St. between Blake St. and Market St.). This requirement is only in effect two hours prior to and one hour after scheduled Colorado Rockies home games, including post-season playoff games, or the World Series.
3. Lyft shall be required to establish reasonable additional geofenced restricted areas upon seven (7) days' written notice from the Department. If Lyft raises a concern with a geofence request, Lyft and DOTI will work together to determine the best path forward.
4. Lyft will be required to include an in-app explanation of geofencing to users that includes both area designations and implications of entering a restricted area.

E. Vehicle Safety Requirements

1. Lyft's Electric Scooter Dockless Units shall be incapable of reaching a top speed greater than 15 mph. Speed limits will be re-evaluated on a quarterly basis. The Department reserves the right to revise the speed limit based on collision and injury data.
2. Lyft's electrical-assisted bicycles must comply with the definitions of Class 1 and/or Class 2 Electrical Assisted Bicycles as defined in the "Definitions" section of this Scope of Work.
3. Vehicles shall have visible language notifying the End User that:
 - a. End Users MUST obey stop signs, traffic signs and lights and ride sober. End Users must ride vehicles legally in the same manner as a personal bike.
4. The following language must be available to End Users either on the program website or the accompanying mobile application, which shall be determined in Lyft's discretion:
 - a. End Users shall ride with the direction of traffic.
 - b. End Users should look, signal and announce themselves before making turns or passing pedestrians, bicyclists or other right-of-way users and shall yield to pedestrians.
 - c. End Users should wear a helmet and be aware of traffic, parked cars and road hazards.
 - d. End Users should inspect Vehicles before riding. End Users must park vehicles so that they do not materially obstruct the footpath for pedestrians (including those in wheelchairs or with strollers).
 - e. It is unlawful for electric vehicles to ride on the 16th Street Mall.
 - f. Riding on the Union Station Plaza is not permitted.
 - g. There is additional information and training available in the app and on the website
5. Every Vehicle must:
 - a. Have a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front when in use during dusk to dawn.
 - b. Have a red reflector that is visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of headlamps on a motor Vehicle when in use during dusk to dawn.
 - c. Have reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams or headlamps on a motor Vehicle or, in lieu of such reflective material, have a lighted lamp visible from both sides from a distance of at least five hundred (500) feet when in use during dusk to dawn.
 - d. Have a QR code or equivalent identification mechanism and an identification number placed on the Vehicle with a unique number in a font size no smaller than 48pt. The Department will allow the grandfathering of existing labels to be no smaller than 41pt. font and expects all new labels to be no smaller than 48 pt. font size.
 - e. Vehicles may be equipped with lights or reflectors in addition to those required in this section.

6. Lyft shall quickly identify and address safety and maintenance issues and shall provide a mechanism for customers to notify Lyft that there is a safety or maintenance concern with the Vehicle.
7. Lyft shall have the capability to remotely disable Vehicles that are reported or believed to be inoperable, until the Vehicles are removed, repaired and placed back into public service.
8. As a condition of launch, Lyft shall provide the Department with sample rider education content designed for End Users, as well as a representative outreach plan for regularly reinforcing that information, and work with the Department when changes are necessary to improve safety outcomes.

F. Bicycle Requirements

1. Pedal powered, or electric-assist vehicles are defined by the Colorado Revised Statutes Title 42-1-102. Lyft may utilize the types of bicycles they feel are appropriate for the system provided that they meet current federal or state statutes for safety and design. Examples of such standards include, but are not strictly limited to:
 - a. C.F.R. § 1512
 - b. 15 U.S.C. § 2085
 - c. ISO Standard 43.150

G. Vehicle Parking Infrastructure

1. Lyft may propose a variety of docking strategies and Docking Station designs, however proposed infrastructure shall meet the following requirements:
 - a. Docking Stations shall be clearly marked and designed so that Vehicles are contained within the Docking Station footprint in an orderly fashion and not blocking the public right-of-way.
 - b. Docking Stations may include a panel with information about the system, including usage instructions.
2. Lyft may deploy solutions that allow riders to lock up a Vehicle during their rental or at a virtual station.
3. Lyft shall be responsible for completing all proper permitting, including permitting costs which shall not exceed the Department's Standard Permitting Costs listed at Exhibit C hereto, and maintenance for any infrastructure placed in the public right-of-way. DOTI will make reasonable efforts to limit permit costs, including, but not limited to, grouping costs of like structures. Lyft shall install a minimum of 20 stations no later than one year after Initial Deployment. In addition, in the event that: (i) Lyft secures sponsorship support for the program within 18 months of the Effective Date as defined within the License, (ii) in an amount greater than One Million Dollars (\$1,000,000) per year consistent with Section P below then Lyft shall install no fewer than 200 stations within three years after Initial Deployment. Likewise, in the event that: (i) Lyft secures sponsorship support for the program within 18 months of the Effective Date as defined within the License, (ii) in an amount greater than One Million Five Hundred Thousand Dollars (\$1,500,000) per year consistent with Section P below then Lyft shall install no fewer than 300 stations within three years after Initial Deployment. The number of stations and contents (i.e. charging ability) of each station shall be agreed-upon in writing, by Lyft and the Department, prior to installation, with the Department's approval not to be unreasonably withheld, conditioned or delayed. Furthermore, the Department will provide Lyft with assistance in siting Stations at locations that Lyft considers to be commercially desirable with the likelihood of high user demand.
4. Physical infrastructure shall include a visible logo of the City and County of Denver of a size no smaller than 6 inches by 6 inches. The Department will provide Lyft with the approved logo.
5. In addition to physical signage, the Corrals/Docking Stations shall also be clearly designated in the rider app.
6. The Department shall select up to 10 locations of Lyft parking infrastructure to be coordinated with existing or planned city multimodal infrastructure. These locations are included in and not additive of Lyft's total commitment for infrastructure outlined in this section.

H. Vehicle Service Requirements

1. It shall be the sole responsibility of Lyft to maintain and operate the Vehicles at its own cost.
2. Lyft shall make reasonable efforts to ensure that all Vehicles are mechanically compliant and safe, have an adequate charge when made available to rent (if applicable), are rebalanced where needed, and that trash, debris, and graffiti are removed from Vehicles and any associated infrastructure within a reasonable timeframe.
3. Lyft shall be responsible for conducting routine inspections and maintenance to ensure their Vehicles are in Good Working Order and deployed for End Users to ride.
 - a. The City and Lyft expect that 90% of deployed Vehicles are in Good Working Order when made available to rent.
 - b. Good Working Order for bicycles and scooters will be determined based on reasonable randomized surveying of equipment and is defined as meeting all of the following:
 - i. The drivetrain is smooth and properly lubricated.
 - ii. Tires are properly inflated and free of defects.
 - iii. Steering is straight and true.
 - iv. Brakes are fully functional.
 - v. For bicycles, the saddle is properly functioning and free of tears.
 - vi. If the bicycles have shifters, they are properly functioning and allow End Users to easily change gears.
 - vii. Both front and rear lights are fully functional during use.
 - viii. For bicycles, the fenders, basket, and bell are attached and functioning as intended.
 - ix. Advertisements, stickers, and labels are in good condition and replaced as needed.
 - x. All on-device electronic equipment is properly functioning such as RFID readers, GPS, locking mechanisms, alarms, etc.
 - xi. For electronic propulsion devices, the battery and motor are in working order.
 - c. In the event that the City reports that a Dockless Vehicle is not in Good Working Order via the Lyft in-app issue reporting mechanism, Lyft must remotely disable the vehicle's ability to be rented and mark the vehicle for retrieval in its backend system. Such written notice shall include:
 - i. A photo of the Dockless Vehicle's Identification Number and/or QR Code or equivalent identification mechanism;
 - ii. the location of the vehicle;
 - iii. a description of the issue contributing to the Dockless Vehicle failing to meet the requirements to be in Good Working condition, and a photo or brief video demonstrating the issue; and
 - iv. the name of the member of the City's staff who documented this information.
4. All Docking Stations, Corrals, and/or parking areas shall be kept and maintained at or above Industry Standards by Lyft:
 - a. Lyft shall remedy any issues within 24-hours of discovery. The City must be notified of any significant issues with Docking Stations that cannot be resolved within 24 hours.
5. The City will provide Lyft with commercially reasonable GIS layers indicating where the Vehicles can and cannot be operated and parked, as well as where reduced speeds will be required.
6. Lyft shall maintain an accurate and up-to-date inventory of all equipment.
7. Lyft shall have a customer service phone number, website, and smart phone application customer interface that are available (24) twenty-four hours a day, (7) seven days a week for customers to report safety concerns, complaints or ask questions.

- a. The customer service center shall be capable of accepting inquiries that are rerouted from existing City customer services centers.
 - b. The customer service contact information must be visible on each deployed Vehicle.
 - c. Lyft staff should be available who speak fluently in Spanish.
 - d. Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service Calls.
 - e. Average email and/or phone, text/SMS response times should not exceed 24 hours.
 - f. Lyft will be responsible for creating, producing, and distributing any printed collateral materials that could be needed to fulfill membership.
8. Lyft(s) shall comply with all local, state and federal workplace safety and wage requirements.
 9. Lyft shall provide City program staff with direct contact information for Lyft staff responsible for overseeing operations.
 10. Lyft shall be responsible for implementing and submitting to the Department a maintenance, cleaning, repair and waste management plan for approval prior to Initial Deployment. This plan shall address ongoing maintenance of Vehicles, routine cleaning and repair as well as a strategy for responsible disposal of Vehicles that are no longer capable of service.
 11. Lyft shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
 12. Lyft must provide the Department with a current point of contact (name, email address, physical address or phone number) for all law enforcement inquiries prior to launching of Vehicles. If the point of contact changes at any time during the term of this Agreement, Lyft is required to update the Department of the new point of contact information within five (5) business days.
 13. Lyft shall cooperate with law enforcement inquiries within a reasonable amount of time. Cooperation with law enforcement includes responding to general informational inquiries concerning company processes for interacting with law enforcement such as subpoena and warrant service and returns, contacts for impounded Vehicles, responsible parties within Lyft's organization, etc.

I. Docking Station Installation, Relocation, Removal and Reconfiguration

1. Lyft shall be responsible for any station installation, including initial installation, relocation, removal, reconfiguration, and electrical connections.
2. The City reserves the right to request, from time to time and only in limited, necessary, circumstances that a station be relocated, removed, or reconfigured for reasons unrelated to the License. Lyft shall make commercially reasonable efforts to accommodate such request, however, Lyft will not be responsible for permit fees related to station relocation, removal, or reconfiguration that are accomplished at the City's request however, in the event that related construction work is accomplished pursuant to this Section I(2), the City shall ensure that any related expenses are borne by a third party contractor, developer, or other third party completing the construction work.
3. Lyft shall be responsible or conducting siting, permitting, and licensing of all physical infrastructure, including stations, racks, or pavement markings.
4. Any Docking Stations deployed by Lyft pursuant to its License under the Denver Micromobility Program shall be used exclusively for and by Lyft-owned Vehicles.

J. End User Survey

1. Lyft shall coordinate, to the extent commercially reasonable, with the City on surveying efforts.
2. Lyft shall conduct an annual survey of members that tracks satisfaction with the program, areas for improvement, mode substitution, and metrics related to brand and sponsor awareness.

3. Lyft will survey End Users annually on select socio-economic characteristics, reasons for joining, and mobility behavior.
4. All survey data collected shall be made available to the Department/City & County of Denver upon the City's thirty (30) day advanced request.
5. Lyft shall produce an annual report detailing survey results and other metrics related to citywide goals including route data line segments with start and end points clipped and aggregated to protect End User data/Personally Identifiable Information ("PII") (in GIS or similar formats).

K. Website, Mobile App and Interoperability

1. Lyft shall maintain a website and/or a mobile app for the program. At a minimum, the website/app will include information about how the system works, payment options and costs, map of device locations/stations, real-time availability of Vehicles, and contact information for customer service. Information on the website or the mobile application shall be available in English and Spanish.
2. The system shall provide data on the system in real-time through an Application Program Interface ("API") utilizing the public General Bikeshare Feed specification (GBFS) and Mobility Data Specification (MDS) consistent with Section L(11) hereto. Lyft may require any parties receiving MDS data to sign a Data Processing Addendum to ensure that sensitive customer data is handled according to privacy best practices.
3. Any mobile app must be available for phones operating iOS and Android operating systems.
4. Lyft is encouraged to coordinate with RTD for ride-planning and/or service payment purposes.

L. Privacy, Data Reporting and Sharing

1. Lyft shall be responsible for implementing and submitting to the Executive Director a privacy policy that safeguards End Users' information, including personal, financial, and travel information prior to Initial Deployment.
2. Raw data supplied by Lyft shall be kept confidential between the City or its proxy and Lyft to the extent permitted by law. However, summaries, program utilization data, and trend data may be made public upon Lyft's advance written consent. Notwithstanding the foregoing, such confidentially kept information may be required to be disclosed in a judicial or administrative proceeding, or by law or regulation, including but not limited to the Colorado Open Records Act, § 24-72-201 et seq., C.R.S. ("CORA"). Nonetheless, in the event that the City is required to disclose such information, it will (i) provide prompts written notice to Lyft of the exact information it has been required to disclose and (ii) provide Lyft at least thirty (30) days to contest such potential disclosure and/or redact information from the disclosure.
3. End Users' PII collected by Lyft, shall not be processed or stored at a destination outside of the United States.
4. Lyft shall provide the Executive Director or Executive Director's designated proxy, with real time and historical information for its entire fleet through a documented web-based application programming interface (API). Lyft is directly responsible for providing the API key to the Executive Director or Executive Director's designated proxy and shall not refer the City or the Executive Director to another subsidiary or parent company representative for API access. The API shall deliver data according to the most current Executive Director-authorized specifications, in particular, the Mobility Data Specification Provider API. Additional APIs may be added in the future with mutual agreement between Lyft and the Department. The City may require some optional fields in MDS, including Standard_Cost and Actual_Cost in order to track compliance with the requirements in this agreement. Additional endpoints may need to be created to track compliance with equity requirements in the Scope of Work and Lyft shall create such endpoints if reasonably feasible, or shall work with the City and the 3rd party designee of the Executive Director to otherwise provide a report containing relevant performance statistics

for the equity program described in this Scope of Work, in form and substance reasonably acceptable to each of the City and Lyft. Written approval of the methods for tracking the equity program shall be provided by Lyft, the City, and (if applicable) the Executive Director's designated proxy as a condition of launch. Implementation of changes to the required fields, as formalized through the [MDS GitHub Repository](#), will be required within ninety (90) business days of being provided formal notice by the City, with a limit of only one (1) annual update requested by the City. All data must be shared/stored in a manner that protects individual End User privacy. General Bikeshare Feed Specification ("GBFS").

- a. Link to MDS GitHub site: <https://github.com/openmobilityfoundation/mobility-data-specification/tree/main/provider>
5. Lyft shall provide a publicly accessible API that meets the requirements of the GBFS (<https://github.com/NABSA/gbfs>). Lyft may not change the API URL without at least 30 days' prior notice to the Department. Lyft is required to make the API endpoint available for public consumption. This public feed is intended to be separate from that required in subsection 4 of this section.
6. The City is permitted to use all data Lyft provides in accordance with the required data specification including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes. The City may require Lyft to provide MDS and GBFS data to DRCOG and/or a third-party vendor that will be used for coordinated planning and analysis in the Denver region with partners mentioned above.
7. Lyft shall not require End Users to grant location services to use Lyft's Vehicles, while the application is not in use. All other private data belonging to the End User, including but not limited to contacts, photos and files, shall not be required to be shared in order to use Lyft's Vehicle.
8. Lyft shall not require End Users to share their private data with non-essential 3rd parties in order to use Lyft's Vehicle.
9. Lyft may allow End Users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd-party data sharing only with clear notice to the End User.
10. Lyft shall provide the Executive Director with updates to its terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on Lyft's website and app and agrees to provide all End Users and the Executive Director any changes to the terms of service immediately upon adoption.
11. Reporting
 - a. Lyft shall provide the below datasets either through their live dashboard, MDS and/or GBFS feeds or a monthly report, as specified below, that includes the following:
 - i. Utilization rates (dashboard);
 - ii. Lyft shall report each of the following to the City where practicable:
 1. Total downloads of web application, active End Users, and repeat End Users; and (monthly report)
 2. Trips originating or ending in Opportunity Areas (MDS).
 - iii. Lyft shall report each of the following to the City on a quarterly basis:
 1. Total trips by day of week, time of day including trips per Vehicle (MDS);
 2. Origins, destinations depicted in graphical and table format by month (MDS);
 3. Average trip distance (MDS);
 4. Average trip speed (MDS);
 5. Trips originating or ending in Opportunity Areas (MDS);
 6. Summarized incidents of theft and vandalism (monthly report);

7. Vehicle maintenance and disposal reports (monthly report);
8. Complaint history report including the number of complaints, the nature of the complaints, the type of vehicle involved in the complaints, (monthly reports);
9. Number of End Users participating in free, subsidized, or discount programs, by program type (if applicable) (monthly reports);
10. Collision history report in a format agreed upon by Lyft and the Executive Director. (monthly reports);
11. Payment methods (monthly reports).
12. An audit of micromobility service's data feed by the Executive Director's designated proxy for compliance with the Mobility Data Specification (MDS) Provider Application Program Interface (API) shall be conducted as a condition of launch.
13. Lyft shall self-report data to the City for purposes of evaluating performance and compliance, and the City may audit this data. Lyft and DOTI will make best efforts to reconcile material (15% or greater in relative value) and program-significant discrepancies.

M. Free/Subsidized Usage for Denver Residents

1. Lyft's low-income discount program, "Community Pass," shall make bikes and scooters available for \$3 per month. The Community Pass shall provide scooters and e-bikes at a cost of \$0.05 per minute with no deposit or unlock fee required.
2. The Community Pass shall be made available to End Users who are eligible for a State of Colorado or federal assistance program including but not limited to Medicaid, Supplemental Nutrition Assistance Program (SNAP) or RTD's LiVE program.
3. The Community Pass shall include an option for cash payments.
4. Lyft shall provide no fewer than 5,280 free annual passes to Denver residents. These passes are separate from the Community Pass and are to be made available to Denver residents regardless of income level.
5. Any adjustments to eligibility of the Community Pass program during the term of this License must be approved by the Department, such approval not to be unreasonably withheld, conditioned or delayed. Free/subsidized program offerings shall be reviewed by Lyft and Department on an annual basis and any changes must be approved by the Department, such approval not to be unreasonably withheld, conditioned or delayed.

N. Program Financing

1. Lyft is expected to be self-sufficient in operating the micromobility program and shall be responsible for raising the necessary funds to operate the system through End User fees and ancillary revenue.

O. End User Fees

1. Lyft will be the recipient of all End User fees, including subscription and usage fee revenue.
2. Lyft and the City shall agree upon a schedule of End User fees for the Community Pass that includes proposed pricing, fee structure, membership options, and End User restrictions ("Subsidized End User Fee Schedule"), prior to implementation of said fees and restrictions. Prior written approval from the City shall be required prior to Lyft making any changes to the Subsidized End User Fee Schedule.
3. Lyft shall provide the City a schedule of End User fees that includes proposed pricing, fee structure, membership options, and End User restrictions ("End User Fee Schedule"), prior to program launch, and notify the City of any changes to the End User Fee Schedule.
4. Lyft may introduce additional membership options, discounts, and promotions or adjust related fare policies and fees and modify pricing to account for the actual cost of delivering the services.

P. Title Sponsorship

1. Lyft may solicit and procure a title sponsor, approved in writing by the City, which written approval shall not be unreasonably withheld, to help fund operations, maintenance, and expansion of the program. The City has the right to reasonably refuse a company or organization if they are reasonably determined to be incongruent with City values.

Q. Ancillary Revenue

1. Lyft is entitled to pursue ancillary revenue, including (but not limited to):
 - a. Sale of advertising on Docking Stations and Vehicles.
 - b. Additional sponsorships for Docking Stations and Vehicles.
 - c. Partnership agreements.
2. Any ancillary revenue shall not conflict with existing City agreements, laws, or regulations and shall not violate any other components of this scope of services.

R. Impounds

1. The City shall provide a designated contact at Lyft with advance written notice at least 2 hours prior to impounding the Dockless Vehicle and shall not impound the Dockless Vehicle if Lyft remedies the issue within 2 hours from receiving written notice from the City. Such written notice shall include the following information: (i) a photo of the Dockless Vehicle's Identification Number and/or QR Code or equivalent; (ii) the location of the vehicle; and (iii) a description of the issue contributing to the Dockless Vehicle failing to meet the requirements to be in Good Working condition, and a photo or brief video demonstrating the issue; and (iv) the name of the member of the City's staff who documented this information.
2. In the event that the City impounds one or more of Lyft's Dockless Vehicles, within 2 hours from the time at which the Dockless Vehicle(s) was impounded:
 - a. the City shall provide Lyft with:
 - i. a timestamped, geotagged photo that clearly demonstrates the alleged violation (a mere photo of the vehicle without that does not clearly demonstrate the violation will render the impound void);
 - ii. a written description of the violation and corresponding citation to applicable City code or the applicable provision of this License; and
 - iii. a photo of the Dockless Vehicle Unit's QR code.
 - b. Lyft may appeal a Dockless Vehicle impound made by the City in a meeting with the Executive Director or their designee where Lyft presents its case as to why the impound should be void. Any impound made by the City shall be void in the event that the information in Section R(2)(a) above is not provided to Lyft, is incomplete, and/or is not provided in a timely manner.
3. Section R(2) above shall not apply to Dockless Vehicles that the City moves within, or removes from, the right-of-way during severe emergency conditions where the failure to move or remove Dockless Vehicles would likely result in bodily harm to citizens. In such a case, the City shall make such a determination in good faith, notify Lyft that it has moved or removed Dockless Vehicles as soon as reasonably possible and inform Lyft of the storage location of the Dockless Vehicles (if applicable), bear all costs associated with moving or removing Dockless Vehicles, and move or remove the Dockless Vehicle without imposing a fine, charge, penalty or other fee to Lyft.
4. Notwithstanding Section 4.5(I) of the License Agreement, the City shall use reasonable measures to prohibit

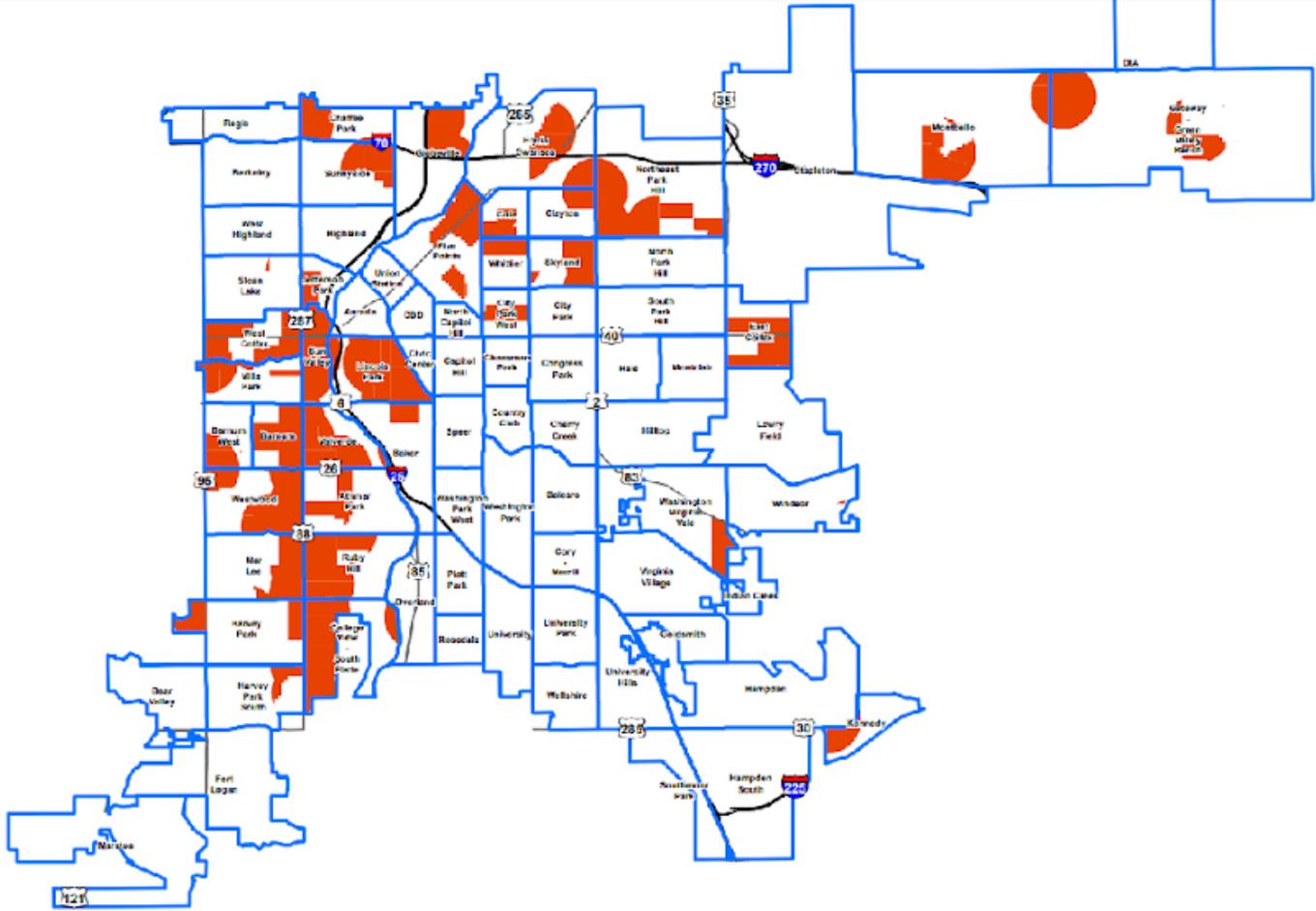
private companies or individuals from impounding, towing, or otherwise removing Dockless Vehicles from the City right-of-way and/or private property.

S. Other

1. Lyft shall provide the Department with a sales tax license issued by the City & County of Denver Department of Excise and Licenses prior to Initial Deployment.
2. Lyft shall provide a free helmet to Community Pass Users upon request within 20 business days of the request.
3. Lyft shall cooperate with Department requests to suspend or alter service and remove Vehicles from public space during extreme weather events, emergency repairs or special events. Failure to do so after reasonable notice may result in the City impounding Vehicles temporarily.
4. Prior to Initial Deployment, but no later than thirty (30) calendar days after the Effective Date of this License, Lyft shall file an operational plan with the Department. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating End Users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
5. Lyft shall not advertise or publish the Department's or the City's participation in or endorsement of the program in Lyft's marketing or promotional materials without the prior written consent of the Department or the City, respectively.
6. Lyft shall provide the Department with 5 unlimited-use administrative passes to enable vehicle condition monitoring by Department staff. Such administrative passes may not be used outside of vehicle condition monitoring.
7. Lyft must notify the Department of any addition or removal of a vehicle type no less than seven (7) business days prior to deployment.
8. Lyft shall participate in regular meetings with Department staff during the term of this License at a frequency of the Department's request.

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EXHIBIT A – PROGRAM OPPORTUNITY AREA MAP



Neighborhood Boundaries

Dockless Vehicle Opportunity Areas



City and County of Denver Disclaimer: The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR A PARTICULAR USE. NOT FOR ENGINEERING PURPOSES.



EXHIBIT B – MAXIMUM FLEET SIZE CALCULATION

This exhibit may be changed upon mutual agreement of the Department and Lyft. The City shall apply all of the performance and operating metrics, conditions, and any associated penalties within this Exhibit B equally and identically to all Licensed Operators to whom the City awarded a license pursuant to the RFQ.

A. Performance-Based Maximum Fleet Size Increases

1. Lyft may deploy no more than 1,500 Electric Scooters upon Initial Deployment.
2. Lyft shall deploy bikes and/or e-bikes in a quantity no less than 20% of the daily total deployment. Total vehicles shall be defined as average, made-available-for-rent, Electric Scooter deployment.
3. Lyft may increase the daily maximum quantity of vehicles under the following conditions:
 - a. Following Initial Deployment, Lyft may increase total maximum Electric Scooter fleet size by 25% if Lyft demonstrates an average utilization rate of greater than 3.5 trips/vehicle/day for each month over a preceding consecutive three (3) month period beginning at Initial Deployment. Trips per vehicle per day will be calculated by taking the total number of monthly trips and dividing it by the monthly sum of the daily fleet caps to get a number that reflects the average trips per vehicle for that month (for example: $200,000 \text{ Start Trips} / 46,500 (1500 \text{ Fleet Cap} \times 31 \text{ Days}) = 4.30 \text{ Trips Per Vehicle}$). Days with significant weather or other significant events may be excluded from the monthly trips per vehicle per day calculations with mutual and reasonable agreement between The City and Lyft. Lyft shall not increase fleet sizes under this section more than four times per calendar year. Increases may not take place in consecutive months.
 - b. Bike/E-bike Deployment rates must always be maintained at a minimum of 20% of the average made-available-for-rent Electric Scooter Fleet Deployments as specified in Section C(2) of This Scope of Work.
4. In the event that (i) Lyft submits a request to increase the total maximum number of Lyft E-Scooters (where the total maximum number of Lyft E-Scooters would be 3,662 or fewer Lyft E-Scooters following the increase), (ii) a material safety or material parking issue exists at the time when Lyft requests such increase, and (iii) Lyft fails to remedy such issue within a time period mutually agreed upon by the City and Lyft, then the City reserves the right to deny Lyft's request to increase the total maximum number of Lyft E-Scooters. The City shall not unreasonably deny Lyft's requests to increase the total maximum number of Lyft E-Scooters.
5. The City has the right to deny a request to increase the total maximum number of Lyft E-Scooters beyond 3,662 total scooters at their discretion. Lyft and the City will meet after the first year of the program to evaluate the process to increase the fleet.

B. Compliance-Based Fleet Size Decreases

1. The City will not perform Fleet Size audits between the hours of 11:00 PM MDT and 7:00 AM MDT to allow Lyft to perform standard vehicle swapping and maintenance.
2. The Department will impose targeted, in-person outreach activities and/or maximum Electric Scooter fleet size reductions under the following conditions:
 - a. Demonstrating wanton disregard for the Maximum Electric Scooter Fleet Size, such as materially over-Deploying Electric Scooters intentionally during periods of peak demand
 - i. First occurrence - 10% reduction for 30 days
 - ii. Second occurrence within 180-day period – 25% reduction for 30 days
 - iii. Third occurrence within 365-day period – suspension of this License for 30 days

- b. Violations of Operator deployment requirements set forth in Section B. “Dockless Unit Deployment and Parking Requirements” of this Scope of Work (as determined and documented by Department staff during an in-person inspection)
 - i. Three (3) Department-documented occurrences within a 30-day period – Operator shall conduct ten (10) hours of targeted, in-person outreach in the area(s) where the violation(s) occurred. The subject of the outreach shall be proper riding and parking behavior for End Users and must take place within 30-days of receiving notification of violation from the Department.
 - ii. 10 Department-documented occurrences within a 90-day period – 10% reduction for 30 days
 - iii. 25 Department-documented occurrences within a 180-day period – suspension of this License for 30 days
 - c. Violations of requirements set forth in Section H (3). “Vehicle Service Requirements” of this Scope of Work that result in a materially unsafe rentable vehicle, including non-functioning braking/steering mechanism, or structural damage (as determined and documented by Department staff during an in-person inspection)
 - i. Three (3) Department-documented occurrences within 30-day period – Operator shall conduct ten (10) hours of targeted, in-person outreach in the areas where the violations occurred. The subject of the outreach shall be proper riding and parking behavior for End Users and must take place within 30-days of receiving notification of violation from the Department.
 - ii. 10 Department-documented occurrences within a 90-day period – 10% reduction for 30 days
 - iii. 25 Department-documented occurrences within a 180-day period – suspension of this License for 30 days
 - d. Willful non-compliance with the requirements set forth in Section L. “Privacy, Data Reporting and Sharing.”
 - i. First occurrence - 10% reduction for 30 days
 - ii. Second occurrence – 25% reduction for 30 days
 - iii. Third occurrence – suspension of this License for 30 days
 - e. Notwithstanding the foregoing, any Vehicle or Docking Station that is: (i) responsible for an alleged occurrence or violation as outlined herein and (ii) is in such condition as a result of tampering or vandalism shall be excluded from the above assigned penalties and shall not be deemed an occurrence leading to any violation.
3. The Department will notify Lyft, in writing, of any violations outlined above.
 4. Fleet reductions under this Section B shall not be made from Opportunity Areas.
 5. Lyft shall have a right to appeal any fleet size reduction imposed pursuant to this Exhibit B within 60 days of receiving written notice from the City of such fleet size reduction or fine. The City shall review the appeal in good faith and provide a written response to Lyft’s appeal stating the reasons for imposing or not imposing the initial penalty. If Lyft disagrees with the City’s determination and believes in good faith that the City has not made a reasonable or fair determination, following this review, Lyft may further appeal the City’s determination to a neutral third party hearing officer and there shall be a hearing to determine the final outcome regarding the ultimate outcome for the penalty.

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EXHIBIT C- DEPARTMENT PERMITTING COSTS

The following list of permit costs is subject to change on a department-wide basis:

Department of Public Works, Development Engineering Services Schedule of Fees

	Standard Fee
I. Development Plan Review All reviews after the fourth submittal shall pay 1/3 of the Application Fee for each additional review.	
A. Engineering	
1. Design Review and Approval of Sanitary and Storm Sewers	2.5% of construction cost
2. Extension of Main Line (on site Storm and Sanitary Sewers)	2.5% of construction cost
3. Review and Approval of curb & gutter in submitted on a TEP:	
a. 0-299.999 linear feet	\$500.00
c. 300-599.99 linear feet	\$2,500.00
d. 600 linear feet or greater	\$9,000.00
4. Easement and Indemnity Agreement Process Fee	\$400.00
B. Survey	
1. Surveying services, four hours minimum (cost per hour)	\$150.00/hr
2. Development reviews:	
a. Subdivision Plans (site plans 24"x36" format)	
1) 0-9.999 Acres	\$2,500.00
2) 10-14.999 Acres	\$5,100.00
3) 15-49.999 Acres	\$7,000.00
4) 50 Acres or greater	\$12,000.00
3. Subdivision Approval Processing Fee	\$1,500.00
4. Minor Site Plan (11"x17")	\$600.00
5. Legal Description Review Fee	\$300.00
6. Land Survey Plat Deposit Fee	\$20.00
II. Permits and Land Use	
A. Permits	
1. <i>Right-of-Way Construction</i>	
a. Curb and Gutter or Sidewalk (New or Repair) (separate fees for each item)	
1. First 50 lineal fee	\$50.00
2. Each additional lineal foot	\$1.00
b. Tree Wells, Test Holes & Under Sidewalk Drains	
1. Each additional item (same permit)	\$50.00
c. Curb Cuts for Driveways, Driveway Aprons or Handicap Ramps (Each)	\$20.00
d. Asphalt Paving Up To 12' Wide or Patch 2' Wide	
1. First 50 lineal feet	\$70.00
2. Each additional foot	\$50.00
e. Concrete Paving Up To 12' Wide Street Paving or Full Width Alley	
1. First 50 lineal feet	\$150.00
2. Each additional foot	\$1.50
f. Combination Curb, Gutter & Sidewalk	
1. First 50 lineal feet	\$150.00

2. Each additional foot	\$75.00 \$1.00
2. Right-Of-Way Public Occupancy Permits (Annual Permits)	
a. Temporary Sign	
b. Advertising Bench (per bench)	\$50.00
c. Banner (Bond per banner, not an annual permit)	\$50.00
d. Flower Bucket or Flower Cart	\$100.00
1. Application Fee	
2. Location Fee inside CBD	\$25.00
3. Location Fee outside CBD	\$337.00
e. Street Furniture and Tables, Chairs and Railings	\$220.00
1. Initial Fee	
2. Annual Fee	\$150.00
e. Kiosk	\$100.00
f. News or Drop Box (per box)	\$200.00
g. Push Cart	\$6.00
1. Application Fee	
2. Location Fee	\$25.00
h. Shelter	\$427.00
i. Valet	\$200.00
1. 1 st 40' of location for hours of 5:00 pm – 6:00 am	
2. Additional hours &/or space	Included in location license \$2.00/hr/20' of space/day
3. Street Occupancy and Street Cut Permits	See Attachment "Street Occupancy Fee Sheet"
4. Parking Meter and Hang Tag Permits	
a. Meters (per meter - based upon total number days and quadrant)	\$15.00/day
b. Emergency Truck Tag (per vehicle/non-transferable)	\$25.00/day CPD and CC
c. Special Parking Tag (per vehicle/non-transferable)	\$30.00
d. Truck Loading Tag (non-trucks/per vehicle/non-transferable)	\$45.00
e. Truck Loading by Permit Only	\$25 app. + \$100 annual
f. Dumpsters and Containers	\$0. App. + \$100. annual
g. Filming (2 metered parking spaces at no charge, meter bagging for more)	Unknown N/C
5. Construction Activities Discharge Permit ("Erosion Control Permit)	
a. Application Fee	\$100.00
b. Review Fees	\$200.00 + \$25.00/acre
6. Sewer Use and Drainage Permit	
a. Application Fee (per permit)	\$100.00
b. Sewer Tap Fees (Metro and Safe)	See Attachment "Sewer Tap Fees 2019" \$250.00
c. Conditional Wastewater Discharge Permit	
7. Tier III Encroachment Permit (Requires Council Approval)	
a. Application Fee (non-refundable)	\$2,100.00
b. Ordinance Fee	\$300.00
c. Annual Fee	\$200.00
d. Request to Cancel Permit	\$600.00
e. Clerk and Recorder Fee	\$6.00

<p>8. <i>Tier II Encroachment Permit</i> (No Council Action Required)</p> <p>a. Processing Fee</p> <p>b. Annual Fee</p> <p>B. <u>Land Use</u></p> <p>1.Address Assignment (each new address or change)</p> <p>2. <i>Request for Easement Relinquishment, Street or Alley Vacation</i></p> <p>a. Initial fee (non-refundable)</p> <p>b. Ordinance fee (after posting period & prior to submission to Council)</p> <p>c. Legal Description Review Fee</p> <p>3. Street Name Change</p> <p>4. <i>Utility Plan Review</i></p> <p>a. 750' - 1,499'</p> <p>b. 1,500' - 2,249'</p> <p>c. 2,250 linear feet or greater</p> <p>d. All Others</p>	<p>\$2,100.00</p> <p>\$200.00</p> <p></p> <p>\$50.00</p> <p></p> <p>\$1,000.00</p> <p>\$300.00</p> <p>\$300.00</p> <p>N/C</p> <p></p> <p>\$500.00</p> <p>\$750.00</p> <p>\$1,000.00</p> <p>\$320.00</p>
<p>III. Inspection Services</p> <p>A. <u>Inspections</u></p> <p>1. Sewer Inspection – One Inspector</p> <p>2. TV Inspection – One Crew</p> <p>3. TV Sealing – One Crew</p> <p>4. Construction Inspection (per Inspector – 1 hour minimum)</p> <p>5. Special Services</p> <p>*The standard hourly fee will be increased by 50% for inspections on normal City Holidays, Saturdays and Sundays</p> <p>B. <u>Surcharge</u></p> <p>On all permits, except hourly, for work on Saturdays, Sundays or after 6:00 PM (for <u>each</u> day or incident of late work.)</p> <p>C. <u>Sewer Inspection Permit</u> (per inspection)</p> <p>1. Sewer Connection Inspection</p> <p>2. Sewer Repair Inspection</p> <p>3. Sewer Cutoff Inspection</p> <p>4. Special Services</p> <p>*The standard hourly fee will be increased by 50% for inspections on normal City Holidays, Saturdays and Sundays</p>	<p>\$55.00/hr</p> <p>\$210.00/hr</p> <p>\$255.00/hr</p> <p>\$55.00/hr</p> <p>\$55.00/hr</p> <p></p> <p>\$100.00</p> <p></p> <p>\$55.00</p> <p>\$55.00</p> <p>\$55.00</p> <p>\$55.00</p>
<p>IV. Other</p> <p>A. <u>Systems Maintenance</u></p> <p>1. One VAC All</p> <p>2. One Sewer Rodder</p>	<p>\$185.00/hr</p> <p>\$178.00/hr</p>

<ul style="list-style-type: none"> 3. One Jet 4. One Power Flusher 5. One Combination Jet Vac 	<p>\$178.00/hr \$156.00/hr \$178.00/hr</p>
<p>B. <u>Maintenance Districts</u></p>	
<ul style="list-style-type: none"> 1. One Time District Creation Fee 2. Annual Public Works, Engineering Division Administration Fee 	<p>5% of first year budget 5% of annual budget</p>
<p>C. <u>Copy Cost</u></p>	
<ul style="list-style-type: none"> 1. Page size less than or equal to 8.5" x 14" (per copy) 2. Page size greater than 8.5" x 14" (per copy) 	<p>\$1.00 \$10.00</p>
<p>D. <u>GIS Mapping</u> See: "Geographic Information Fee Schedule – Hard Copy Products and Digital Products" at www.denvergov.org/GIS</p>	

This version of the *Schedule of Fees* is a consolidated version of the three official documents signed by the Manager of Public Works and made effective either September 1, 2002, or August 1, 2003.

STREET OCCUPANCY FEE SHEET



City and County of Denver
 Public Works Permit Operations
 2000 West 3rd Avenue, Room 107
 Denver, CO 80223-1027
 Telephone: (303) 446-3469 www.denvergov.com

Public Works Right of Way Permit Estimation Form

All requests with traffic plan must be submitted through E-Permits.
 E-Permits <https://www.denvergov.org/AccelaCitizenAccess/Default.aspx>

All applicable fields must be completed prior to submission of Request for Street Occupancy.

Note: Minimum Review Time For Occupancy Permits is 5 business days.

Company Name: _____	Contractor License #: _____
Company Address: _____	Plumber/Sewer License #: _____
Contact's Name: _____	Off Phone: _____
Contact's Email: _____	Cell Phone: _____

Project Address (or Nearest) & Location: _____

Purpose: _____

Requested Dates: _____ To _____ Requested Times: _____

Street Cut Estimator:

Right of Way Cut Request:	<input type="checkbox"/> Street	<input type="checkbox"/> Alley	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Tree Lawn
Cut Type:	Sewer	Water	Gas	Other
Right of Way Cut Size/Quantity: (Estimated Cost)	Length: <input style="width: 50px;" type="text"/>	Width: <input style="width: 50px;" type="text"/>	# of Crosscuts / Bore Pits: <input style="width: 50px;" type="text"/>	Crosscut / Bore Pits Area: <input style="width: 50px;" type="text"/>
	Number of Potholes: <input style="width: 50px;" type="text"/>		Total Area: <input style="width: 50px;" type="text"/>	Est. Cost: <input style="width: 50px;" type="text"/>
Note: Emergency Sewer Cuts in alleyways must be submitted by 3pm following business day.				
Requesting a sanitary sewer inspection?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Request Date:	Request Time:		<input type="checkbox"/> AM	<input type="checkbox"/> PM

SEWER TAP FEES 2019

Effective for ALL SUDP permits issued and or paid on or after January 1, 2019

For Residential Development (SFR, Duplex, temporary construction trailers and three (3) or more Unit Buildings with Denver Water approved individual water taps:)

SAFE Fee per Unit	METRO Fee per Unit	Total Fee per Unit
\$ 410.00	\$ 4,270.00	\$ 4,680.00

For Commercial, Mixed Use & Multi-Residential Developments (three (3) or more Unit Buildings):

Domestic Water TAP Size	SFRE	SAFE Fee	METRO Fee	Total Fee
3/4"	2.0	\$ 820.00	\$ 8,540.00	\$ 9,360.00
1"	4.8	1,968.00	20,496.00	22,464.00
1.5"	11	4,510.00	46,970.00	51,480.00
2"	20	8,200.00	85,400.00	93,600.00
3"	43	17,630.00	183,610.00	201,240.00
4"	86	35,260.00	367,220.00	402,480.00

SUDP Fees are based upon the approved domestic water meter size and the number of Single Family Residence Equivalent (SFRE) assigned as shown on the tables above

Large-User Exception Formula: For water service taps 6" or larger sizes, or combined number of SFRE's greater than or equal to 218, the number of SFREs for calculating the sewer connection charge shall be determined from the following formula:

$$SFREs = \frac{Flow \times F}{148} + \frac{BOD \times B}{0.3148} + \frac{SS \times S}{0.3209} + \frac{TKN \times T}{0.0494}$$

Where: Flow = Estimated flow, gpd (peak month)
 BOD = Estimated BOD, lbs / day (peak month)
 SS = Estimated SS, lbs / day (peak month)
 TKN = Estimated TKN, lbs / day (peak month)

At a minimum, the following values shall be used in the above formulas:

TAP SIZE	FLOW	BOD	SS	TKN
6 inches	32,264	68.62	69.96	10.76
8 inches	48,396	102.92	104.94	16.14
10 inches	76,516	162.73	165.92	25.53

Following are fractions of the District's capital investment used for the treatment of flow and loadings, effective January 1, 2019:

Flow (F) = 0.5651
 BOD (B) = 0.1674
 SS (S) = 0.1765
 TKN (T) = 0.0910

Reactivation Charge:

- A Reactivation Charge of \$130.00 per SFRE for each year beyond ten (10) years that a connection has been inactive as defined by the Metro District's Rules and Regulations will be assessed.

Acronyms:

SFR	Single-family residence	SFRE	Single-family residence equivalent
SAFE Fees	Sanitary sewer services availability fee	METRO Fees	Metropolitan Wastewater Reclamation District Fee

STREET OCCUPANCY FEE SHEET
From
Rules & Regulations Pertaining to the Issuance of Permits by the City Traffic
Engineer dated 12/12/2007

Street Occupancy Fee Schedule

Residential Fee Schedule:

\$50.00 issuance and inspection fee
Sidewalk Closure: \$0.15 If/day
Alley Closure with access: \$0.15 If/day
Alley Closure without access: \$0.30 If/day (entire length of alley)
Street Closure maintaining one lane of access: \$0.15 If/day
Complete Road Closure (no access): \$0.30 If/day (entire road length)

CBD and CCA Alley and Sidewalk Fee Schedule:

\$50.00 issuance and inspection fee
Alley Closure with access: \$0.25 If/day
Alley Closure without access: \$0.50 If/day (entire length of alley)
Sidewalk closure \$0.05 square foot/ day minimum 5 foot width

Collector and Arterial Lane Closure (Non Rush Hour) Fee Schedule:

\$50.00 issuance and inspection fee
Sidewalk Closure: \$0.25 If/day
1st Lane and Parking Lane Closure: \$0.45 If/day
2nd Lane Closure: \$0.90 If/day
3rd Lane Closure: \$1.80 If/day
Entire Road Closure: all lane closures fees stated above and \$0.45 If/day for the entire length of the detour.

Collector and Arterial Lane Closure (Rush Hour) Fee Schedule:

\$50.00 issuance and inspection fee
Sidewalk Closure: \$0.25 If/day
1st Lane and Parking Lane Closure: \$0.50 If/day
2nd Lane Closure: \$1.00 If/day
3rd Lane Closure: \$2.00 If/day
Entire Road Closure: all lane closures fees stated above and \$0.50 If/day for the entire length of the detour.

Non Standard Occupancy Fee's

- A re-application fee will be issued for any traffic control plan that is denied for accuracy or compliance with the MUTCD: Permit fee+ \$100.00.
- Unauthorized sidewalk, street, or alley closure or reinstatement of revoked permit: Permit Fee + up to \$500.00 per day for non-compliance.
- Any permits that have been requested by the applicant to be processed in a non-standard time frame as stated above: Permit fee+ \$500.00

EXHIBIT 3 - INSURANCE ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Lyft Bikes and Scooters, LLC 185 Berry St, Suite 5000 San Francisco CA 94107-2503 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corp		15105
	INSURER B: Lloyd's Syndicate No. 1969		AA1120106
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570086252575** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSDIG2100063 SIR applies per policy terms & conditions	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 SIR/Deductible \$500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	LDS4060725	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570086252575

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance for Lyft Bikes and Scooters, LLC. RE: The License Agreement between the City and County of Denver Department of Transportation and Infrastructure and Lyft Bikes and Scooters, LLC. City and County of Denver District Department of Transportation and Infrastructure, the City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions on the General Liability policy where required by written contract but only with respect to liability arising out of the Named Insured's Operations. Waiver of Subrogation applies for General Liability and Workers' Compensation policies coverage where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 Department of Transportation and Infrastructure
 Attn: Contract Administration
 201 W. Colfax Ave. Dept. 614
 Denver CO 80202 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.



ADDITIONAL INSURED – BLANKET

Schedule

Name of Person or Organisation: Any person or organisation whom you have become obligated to name as additional insured under contract, agreement, permit or statute. Any insurance provided hereunder will not exceed the coverage and/or limits of this policy.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organisation(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured,

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract, agreement, permit or statute; or
2. Available under the applicable Limits of Insurance shown in the declarations;

Whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY - BLANKET

Schedule

Name of Person or Organization: Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2020

Policy No. LDS4060725

Endorsement No.

Insured LYFT, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

POLICY NUMBER: RAD500055702

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: LYFT, INC.</p> <p>Endorsement Effective Date: October 1, 2020</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization where required by regulation, statute, ordinance, or to the extent required by contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: RAD500055702

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LYFT, INC.
Endorsement Effective Date: October 1, 2020

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization where required by regulation, statute, ordinance, or to the extent required by contract or agreement.</p> <p>As required to provide additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.