

**FEE SCHEDULE FOR**  
**STATION DEACTIVATION, DE-INSTALLATION AND ADJUSTMENT**

*In accordance with Section 24 of the Coordination Agreement among the Operator, the Metropolitan Transportation Commission, and the Participating Cities, the following is the fee schedule for Station Deactivation, De-Installation, and Adjustments. (Capitalized terms used but not otherwise defined herein shall be defined as provided in the Coordination Agreement.)*

**Section 1: For Public Works, Other Special Events, Public Safety Emergencies and Discretionary Requests that do not exceed the cap set forth in Section 23.6.2 of the Coordination Agreement, there is no charge to the Participating City.**

**Section 2: For (a) Private property owners or contractors doing private construction on public or private property, (b) event producers or organizers of For Profit and Political Special Events, and (c) Discretionary Requests by a Participating City in excess of the cap set forth in Section 23.6.2 of the Coordination Agreement, the following fee schedule applies:**

1. Deactivation: Station is deactivated but not removed; Bicycles are removed and cannot be returned by customers:  
  
\$500/Station + \$10/Dock/day of Deactivation. (Each of the foregoing amounts is subject to CPI Adjustment.)
2. De-installation and Reinstallation: Station is completely removed from the location and returned to same location:  
  
\$1,000/Station + \$20/Dock + \$10/Dock/day of Deactivation. (Each of the foregoing amounts is subject to CPI Adjustment.)
3. Adjustment: Property owners may seek permanent or temporary changes to a Station's size or configuration, and changes to Street Treatments and Street Markings as necessitated by such, without changes to the Station location:  
  
\$1,000/Station + \$20/Dock that is adjusted. (Each of the foregoing amounts is subject to CPI Adjustment.)
4. Temporary Relocation Followed by Reinstallation: Property owners who need to De-install or Deactivate a Station for a period greater than 15 business days must pay for the temporary relocation of the Station during the event or construction, which allows for continuous operation of the Station, and must also pay for the reinstallation of the Station at the original location after completion of the event or construction:  
  
\$5,000/Station + \$40/Dock. (Each of the foregoing amounts is subject to CPI Adjustment.)

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

**22.6** In San Francisco, for all Station installations, Operator should follow the rules and guidance detailed in SFMTA's Regulations for Working in San Francisco Streets (the Blue Book), interfering as little as possible with pedestrian, bicycle, transit and vehicular traffic. For Station installations that cannot be accomplished in compliance with the Blue Book, Operator will need to apply to the SFMTA for a Special Traffic Permit.

**SECTION 23.0 STATION DEACTIVATION, DE-INSTALLATION, REINSTALLATION AND ADJUSTMENT**

**23.1** All Station Deactivations, De-Installations, reinstallations and Adjustments shall meet the requirements of this Agreement, unless otherwise agreed to in writing by Operator and each Participating City.

**23.2** Operator shall perform Station Deactivations, De-Installations, reinstallations and Adjustments to accommodate changing conditions, as instructed by each Participating City or, in the event of requests by third parties to Operator, upon a Participating City's approval.

**23.3** Operator shall not perform any Station Deactivations, De-Installations, reinstallations and Adjustments without a Participating City's prior approval.

**23.4** Operator shall have the right to relocate Underperforming Stations so long as Operator notifies the applicable Participating City of the intended relocation, obtains a permit for the new location and complies with the Community of Concern Requirement after giving effect to any relocation.

**23.5** Operator may charge a fee for certain types of Station Deactivations, De-Installations, reinstallations, Adjustments and temporary relocations in accordance with a fee schedule to be maintained by Operator in accordance with Section 24.1.

**23.6** Participating City Discretionary Requests:

**23.6.1** If a Participating City finds that the location of a newly installed Station is unsuitable, the Participating City may, within 30 days of the Station's installation, request that the Station be relocated at Operator's cost.

**23.6.2** For Discretionary Requests made after 30 days following installation of a Station, a Participating City shall pay Operator in accordance with the fee schedule to be maintained by Operator in accordance with Section 24.1. However, during the Term, each Participating City will have the right to require Operator to relocate 10% of the number of Stations installed within such Participating City without paying Operator such fee, net of any prior Station relocations performed without reimbursing Operator, except Emeryville has the right to relocate 3 Stations without paying such fee to Operator. For example, if a Participating

City has 100 installed Stations, then the Participating City has a total of 10 Station relocations without cost to the Participating City, net of any prior Station relocations without cost to the Participating City. If the number of installed Stations increases to 200, then the Participating City has a total of 20 Station relocations without cost to the Participating City. For any additional Station relocations performed at the request of a Participating City, the Participating City will be charged a fee in accordance with such fee schedule for implementing the relocation.

**23.7** Operator, after consulting with each Participating City at Operator's request, shall conduct all necessary planning, design, and outreach prior any De-Installation, reinstallation or Adjustment.

**23.8** Operator, after consulting with each Participating City, at Operator's request, shall conduct Site-specific outreach prior to any De-Installation, reinstallation or Adjustment. Such outreach shall include, for example, but is not limited to:

**23.8.1** Properties fronting to the Station location – outreach shall be made in-person to storefronts, and in-person or via telephone to property management/ownership; and

**23.8.2** Relevant elected officials, BIDs, and community groups – outreach shall be made via letter, email, telephone, or in person.

**23.9** Nothing in this Agreement shall be construed as a waiver or release of the rights of each Participating City in and to the property of each Participating City. In the event that all or part of the property of a Participating City is eliminated, discontinued, closed or de-mapped, any use of such property as a Station location shall cease upon the effective date of such elimination, discontinuance, closing or demapping, unless Operator can obtain the right to continue to use such site from any private owner of such property.

## **SECTION 24.0      FEES**

**24.1** Operator shall maintain a fee schedule for Deactivations, De-Installations, reinstallations, Adjustments and temporary relocations. The fee for Deactivation shall cover the cost of relocating the Station on a temporary basis and of reactivating the Station. The fee for Station De-installation shall cover the cost of relocating the Station on a temporary basis and the cost of reinstalling the Station. The fee schedule provides for CPI Adjustment. Operator shall provide the fee schedule to Participating Cities within five business days of any update.

**24.2** Operator may charge the following parties for Deactivations, Station De-Installations and Station Adjustments:

**24.2.1** Private property owners and their contractors;

**24.2.2** Contractors performing non-emergency work on public property (excluding contractors performing Public Works, which is covered in Section 24.3.1);

**24.2.3** Event producers or organizers of For Profit and Political Special Events (for which Participating Cities will have no responsibility for billing or collecting fees);

**24.2.4** A Participating City for Discretionary Requests by such Participating that exceed the cap for such Participating City set forth in Section 23.6.2.

**24.3** Operator may not charge fees for Station Deactivations, Station De-Installations and Station Adjustments related to:

**24.3.1** Public Works;

**24.3.2** Other Special Events;

**24.3.3** Public Safety Emergencies;

**24.3.4** Discretionary Requests by a Participating City that do not exceed the cap for such Participating City set forth in Section 23.6.2; or

**24.3.5** A relocation of a Station at the election of Operator.

**24.4** Operator shall be solely responsible for charging and collecting fees for Station Deactivation, Station De-Installation and Station Adjustments from the requesting parties.

**24.5** Operator shall perform Station Deactivations, Station De-Installations and Station Adjustments as directed by each Participating City in accordance with the timeframes in Appendix A of the Program Agreement, regardless of whether it has received payment for such work, except in the case of private property owners and their contractors.

**24.6** To the extent practical, each Participating City shall include information about the fee schedule and how to contact Operator on all relevant event and construction permits.

## **SECTION 25.0      NOTIFICATIONS**

**25.1** By the 15<sup>th</sup> of the month, each Participating City will provide a proposed schedule for all instances during the next month where Station Deactivation, Station De-Installation or Station Adjustment will be required.

**25.2** Operator must acknowledge the schedule, in writing, with its plans for each instance at least 4 days before the action occurs.

## **SECTION 26.0      DEACTIVATIONS**

**26.1** Station Deactivations may be done on a temporary basis.

**26.2** Operator shall complete Station Deactivations at least 2 hours before event set-up or work begins.

**26.3** Operator shall reactivate a Station within 24 hours after the event or work ends. Station Deactivations for Public Safety Emergencies shall be reactivated within 72

## **Definitions**

**1.48** “Other Special Events” shall mean temporary events permitted by the Participating City other than For Profit and Political Special Events (e.g., heritage or cultural parades).

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**1.63** “Public Safety Emergency” shall mean an instance when:

**1.63.1** Program Equipment is damaged or in an unsafe state so as to cause an immediate danger to the public; or

**1.63.2** Circumstances or situations immediately surrounding Program Equipment create an imminent danger to the public; or

**1.63.3** The area around a Station becomes unsafe or is required by police department or other emergency responders of a Participating City in order to respond to a natural disaster or avoid a calamity.

**1.64** “Public Works” shall mean all instances where a Participating City (including a utility owned by a Participating City) or its contractors (including any private contractors hired by a Participating City) are undertaking construction, maintenance, repairs or other public improvements.