ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201  

NOTICE OF AWARD OF CONTRACT  

AMENDMENT NO. 2  

TO:  
ALTA BICYCLE SHARE, INC.  
5008 15TH STREET NORTH  
ARLINGTON, VIRGINIA  

DATE ISSUED: OCTOBER 19, 2011  
CURRENT REFERENCE NO: 270-11  

CONTRACT TITLE: BIKESHARING PROGRAM  

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.  

The above referenced contract is amended as follows:  

REFER TO AMENDMENT NO. 2 TO AGREEMENT NO. 55-09 (ATTACHED)  

EMPLOYEES NOT TO BENEFIT:  
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.  

VENDOR CONTACT: ERIC GILLILAND  
VENDOR PAYMENT TERMS: NET 30 DAYS  
TAX IDENTIFICATION NUMBER (EIN/SSN): 27-1439188  
EMAIL ADDRESS: ericgilliland@altabicycleshare.com  

COUNTY CONTACT: CHRIS HAMILTON  
COUNTY TEL. NO.: 703-228-3725  

VENDOR TEL. NO.: 202-215-5249  
VENDOR FAX. NO.: 202-554-2347  

CONTRACT AUTHORIZATION DISTRIBUTION  

MARYAM ZAHURIY, CPR  
PROCUREMENT OFFICER  
DATE  

VENDOR: 1  
BID FOLDER: 1  

10/19/2011
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 56-09

AMENDMENT NUMBER 2

CURRENT REFERENCE NUMBER: 270-11

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County, and amends Agreement Number 56-09 as it was amended by Amendment Number 1 (hereinafter the Agreement as amended by Amendment 1 shall be referred to as "Main Agreement"), between Alta Bicycle Share, Inc., 5008 15th Street North, Arlington, Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work required by the Main Agreement and the amounts to be paid pursuant to the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

I. SECTION 10 OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

10. PRICE ADJUSTMENTS

A. The Contract unit prices for capital equipment, including Stations, Bicycles, and additional Equipment, specifically designated in Exhibits B and C, shall remain firm for the first twelve (12) months of the Initial Contract Term. The Contract unit price(s) for each Subsequent Contract Term shall be determined by the County as of the date which is sixty (60) days before the end of the then-current Term. The percentage increase or decrease in the prices for any year after the Initial Contract Term shall be the lesser of: i) the percentage increase or decrease of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in November of each Contract Year; or, ii) five percent (5%).

The exchange rate for the cost of goods sourced in Canada during any Subsequent Contract Term shall be the exchange rate (according to XE.com) on the date sixty (60) days prior to the date on which the then-current Term concludes. The exchange rate effect described in this paragraph shall be in addition to the pricing change that may occur pursuant to the immediately previous paragraph.

B. The Contract unit prices for operating costs, specifically designated on Exhibits B and C, shall remain firm for the first twelve (12) months of the Initial Contract Term. The unit prices of labor cost for each Subsequent Contract Term shall be determined by the County as hereinafter described in this paragraph. Any percentage of increase or decrease in negotiated prices for Subsequent Contract Terms shall not exceed: i) the percentage increase or decrease of the U.S. Department of Labor,
Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) the twelve (12) month period ending in December of each Contract Year; or ii) five percent (5%); whichever percentage is lower.

The exchange rate for the cost of operating services sourced in Canada (i.e. call center and software support) during any Subsequent Contract Term shall be the exchange rate (according to XE.com) on the date sixty (60) days prior to the date on which the then-current Term concludes. The exchange rate effect described in this paragraph shall be in addition to the pricing change described in the immediately previous paragraph.

C. If by the thirtieth (30th) day prior to the end of any Term, the Contractor and the County do not agree on a price using the procedure set forth in subsection B. above, then the County may, in its sole discretion, terminate the Contract whether or not the County previously elected to extend the Term. Notwithstanding any provision in this Agreement to the contrary, such termination shall be without further liability, obligation, cost, or expense whatsoever to the County.

If the County chooses not to terminate the Contract, then the Contractor shall continue to perform the Work under the then existing prices until, the first to occur of, either: the County and the Contractor mutually agree upon a price; or, the County enters a contract with another person or entity to perform the same or similar Work, which is the subject of this Agreement. The Contract unit prices charged as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor.

II. SECTION 16 OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

16. TITLE TO PERSONAL PROPERTY
The County shall be the owner of, and hold title to, all Equipment, excluding maintenance trailers, trucks, electric bicycles, and trailers, purchased by the Contractor to satisfy its obligations pursuant hereto and the requirements of the Work. The County shall not be the owner of, or hold title to, any personal property that is purchased by the Contractor or another entity to enable the Contractor or another entity to provide bicycle-sharing service in a jurisdiction other than Arlington County, Virginia.

At the expiration or termination of this Contract, and at other times as determined by the County in its sole discretion, the Contractor shall prepare and submit to the Project Officer an inventory list of all Equipment and Supplies purchased by the Contractor to perform the Work. The County shall have the right to perform a physical inventory of such Equipment and Supplies at all times.

III. THE FINAL SENTENCE OF SECTION 36 OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

To the extent required by federal law, the Contractor shall comply with

Amendment No. 2
Agreement No. 56-09

RECEIVED OCT 11 09
Federal Transit Administration required drug and alcohol testing programs as described in 49 CFR parts 40 and 655.

IV. SECTION 42 OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

42. NOTICES
All notices and other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Eric Gilliland, General Manager
Alta Bicycle Share, Inc.
1812 Half Street, SW
Washington, D.C. 20024

TO THE COUNTY:
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
Department of Management and Finance
2100 Clarendon Boulevard, Ste. 500
Arlington, VA 22201

and

Paul J. DeMaio, Project Officer
Arlington County, Virginia
Department of Environmental Services
2100 Clarendon Boulevard, Ste. 900
Arlington, VA 22201

V. THE DEFINITION OF "Bicycle" IN SECTION 1 OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

Bicycle - a device propelled solely by human power, upon which a person may ride either on or astride a regular seat attached thereto, having two or more wheels in tandem, as further described in the Scope of Work, Section 4 A, and as such device is required by the Contractor to perform the Work. For purposes of Regulation of Traffic (Virginia Code Section 46.2-800 et seq.), a Bicycle shall be a vehicle while operated on the highway.

VI. THE FOLLOWING DEFINITION IS ADDED TO SECTION 1 OF EXHIBIT A:

Operational Bicycle - a Bicycle in operating condition and either available for customer use while docked at a Station or in use by a customer.

VII. SUBSECTION C 1 OF SECTION 2 OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

1. Station Location Siting
The County shall determine the location for each Station. Prior to such determination, the County will provide the Contractor an opportunity to review and comment upon each proposed location on a Draft List of Desired Station Locations ("Draft List of Desired Station Locations") within thirty (30) days after issuance of the Notice to Proceed for the initial purchase of Equipment and within thirty (30) days after the issuance of any County Purchase Order for expansion of additional Stations.

The Contractor may provide to the County written suggestions of an alternative or more desirable location(s) within fifteen (15) days after the Contractor’s receipt of the Draft List of Desired Station Locations. The County will either approve or disapprove of the Contractor’s suggestions and provide the Contractor with a Final List of Desired Station Locations ("Final List of Station Locations") within fifteen (15) days after the County’s receipt of the Contractor’s suggestions. All future Station location siting will follow this process.

It shall be the responsibility of the County to: (a) determine the ownership of or title to the underlying real estate; (b) verify whether the placement of a Station, and the providing of Service, are permissible under zoning and other applicable ordinances and regulations; and (c) obtain all permits and permissions necessary to place and operate a Station at such location. The County, in its sole discretion, may notify the Contractor in writing that it must obtain all permits and permissions necessary to place and operate a Station at any location.

Each Station location shall be within 0.5 miles (as the crow flies) of an existing Station and within one hundred feet (100’) of a street with public access. Each Station shall have sufficient solar power or the County shall either be responsible for the cost of hardwiring the Station to an electrical source or relocating the Station to a location with sufficient solar power. The Contractor shall, pursuant to § 2.C.3.c. of this Exhibit, perform or obtain the tasks required to hardwire any Station to electricity.

VIII. SUBSECTION C 2 OF SECTION 2 OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

2. Obtaining Station Sites: Permitting
The County, in its sole discretion, shall decide whether the County or the Contractor must obtain from the property owner(s), and from all applicable government entities, all rights and permissions to install, maintain, repair, replace, remove, and use all Stations and Equipment, and provide Service. Any such rights and permissions shall provide for access by the public at large to the Station(s)
and Equipment.

The County will determine whether the proposed Station location(s) will be on public or private property. The Project Officer will have County staff survey and create a site plan for each proposed station location. Should the County elect to direct the Contractor to obtain the aforementioned rights and permissions, the Project Officer will provide a written notice of that election to the Contractor, who shall then perform the following:

a) **Public property** - For each final Station location on public property, the Contractor shall apply for and/or obtain the necessary permit(s), permissions and authorizations for each Station location within sixty (60) days after the County provides the Contractor with a Final List of Station Locations. The Contractor shall obtain and deliver to the Project Officer copies of all Public Right-of-Way and Transportation Right-of-Way permits, site plans, permissions, and authorizations of any nature immediately upon receiving them.

b) **Private property that is subject to an appropriate easement that by its terms benefits the County** - For each Station location that is proposed to be on private property that is subject to an easement whose permissible uses include a Station, the Contractor shall either (1) apply for and obtain the necessary permit(s), permissions and authorizations for each such Station location within one hundred twenty (120) days after the Contractor’s receipt of a Site Plan from the Project Officer via email for the respective Station location or (2) obtain agreement from the County that a Site Plan without the Station footprint is not available. The Contractor shall deliver to the Project Officer copies of all Public Right-of-Way and Transportation Right-of-Way permits, Site Plans, site plan amendments and use permits, permissions, and authorizations of any nature immediately upon receiving them.

c) **Private property that is not subject to an appropriate easement** - For each Station location proposed to be on private property that is not subject to an easement that authorizes the use by the County of the property for a Station, the County, or the Contractor at the County’s direction and in the County’s sole discretion, shall apply for and obtain the necessary permits, permissions, and authorizations for such location. The Contractor, if directed by the County to apply for and obtain permits, permissions and authorizations, shall apply for and obtain such interests within twelve (12) months from the date on which a Site Plan is emailed to the Contractor. The Contractor shall deliver to the Project Officer a copy of all Public Right-of-Way and
Transportation Right-of-Way permits, Site Plans, site plan amendments or use permits, permissions, and authorizations of any nature immediately upon receiving them.

Additionally, the Contractor, if it has been directed to do so by the County, shall obtain, in the Contractor's name, from the respective private property owner(s), in writing and in recordable form, all necessary documents granting all rights to install, maintain, repair, replace, remove, and use all Stations and Equipment on such private property and to provide Service thereon. Such rights further shall provide access by the public at large to the Station and Equipment. Such documents and underlying rights shall be assignable by the Contractor to the County or the County's designee at no cost and without any additional approval by the private property's owner. Before executing each document granting such rights, the Contractor shall deliver to the Project Officer a copy of the proposed document for approval by the appropriate County staff. Such document shall not contain any provisions which, if applicable to the County or its designated assignee, are legally impermissible or unacceptable to the County or its designated assignee.

If the private property owner refuses to give permission for the desired Station location on its property, which permission would grant the public at large access of the Station location, then the Project Officer will select a different desired Station location.

The Contractor understands that County Board approval will be necessary for all deeds, easements, licenses, and other agreements, if any, between the County Board and others for ownership or use of private property (including any assignment of such) for Stations. At the expiration or earlier termination of this Agreement, the Contractor immediately shall execute all documents, if acceptable to the County, necessary to assign to the County or its designee all right, title, interest, and permissions obtained by the Contractor to place Stations on private property.

The Contractor's costs for Site Plan design and all permit acquisitions are included in Exhibit B, designated as "Stations Installation (Labor) Costs". The Contractor shall charge the County on a time and materials basis for effort requiring more than the total allocation for this task. The Contractor shall notify the Project Officer, in writing, immediately upon reaching 90% of its Station design and permitting budget if the Contractor believes that additional funding may be needed to complete this task.
IX. SUBSECTION C 3 OF SECTION 2 OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

3. Installation
The Contractor shall, pursuant to the payment terms of this Agreement, design, construct, and install all Station components, except for the Station Protective Devices, which will be designed and installed either (1) by the County at its expense or (2) the County shall instruct the Contractor to install for a fee. The County, or the Contractor if directed to do so by the County in the County’s sole discretion, shall acquire all necessary permits to construct and install all Station components.

a) After the right or permission to use public or private property for installation of a Station(s) has been obtained by the County or the Contractor from the respective property owner, after receipt from the County of approval for the installation of a Station, and after issuance by the County of a Notice to Proceed for such installation, the Contractor shall install the Station components, required by the County, on a time and materials basis. The County may require the Contractor to remove or relocate a Station in accordance with Exhibit B. The County will be responsible for removing or relocating Station Protection Devices.

The County shall provide to the Contractor printed copies of the Informational Panel within one hundred twenty (120) days after the issuance of the Notice to Proceed for the Contractor to install in the Map Frame before the Station’s Operational Date.

b) At each Station, the Contractor periodically (and in any event, when so instructed by the Project Officer) shall install, maintain in readable form and in good condition, remove, and replace information and materials described in subsection 2 C 3 (b), and any other materials required by the Project Officer.

c) Each Station shall be solar-powered or hard-wired, as determined by the Project Officer, and shall provide, at all times, continuous and sufficient electricity to operate the Station without interruption, failure, or delay. For a hard-wired Station, the County will be responsible for the costs associated with connection, electricity service, and disconnection. The County shall determine whether Dominion Virginia Power, the Contractor, or a third party shall be responsible for performing the hard wiring, maintaining the connection, and removing the connection, if needed. The County will be responsible for obtaining an easement for any power line, if needed. Should there be an interruption of power, the Contractor shall be responsible for replacing
the battery(ies) at a hard-wired station, as needed, and shall notify the Project Officer within twenty-four (24) hours of learning about the interruption of power.

d) The Contractor shall ensure that, at all times, all Station components are in good, safe, and properly maintained operating condition so that bike-sharing Service is available to subscribers without failure, interruption, or delay.

e) The Contractor shall install each Station within one hundred thirty-five (135) days from the date of the Purchase Order that pertains to that Station, or within a shorter period of time if the Contractor and Project Officer agree on a shorter timeframe.

X. SUBSECTION D 2 OF SECTION 3 (OPERATIONS) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

2) The Contractor shall install and maintain the Bicycles and Stations. The Contractor shall perform, for every Bicycle placed in service in Arlington County, Virginia, the following tasks at least (i.e. at a minimum) every thirty (30) days on each Bicycle, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment require, recommend, or call for, a greater frequency, in which case the Contractor shall comply with such requirement or recommendation:

(a) inspect drive chain for proper functioning and lubrication;
(b) inspect handlebar for proper centering and tightness;
(c) inspect tires for proper inflation, defects, and wear;
(d) inspect brakes for excessive wear and ensure proper working order;
(e) inspect saddle for proper tightness, excessive wear, and deterioration;
(f) inspect shifters for proper functioning;
(g) inspect lights for proper functioning;
(h) inspect fenders and chainguard for proper functioning, defects, and wear;
(i) ensure that all other Bicycle components, including, without limitation, the basket, bell, and advertisement are properly attached and functioning; and
(j) clean the Bicycle.
The Contractor shall report monthly to the Project Officer the number of instances in which a customer reported a maintenance issue on a Bicycle that had not been inspected during the first two weeks of each month. Based on this data, the Project Officer may require the Contractor to perform each of the above-named tasks on each Bicycle more frequently than every thirty (30) days, and potentially as frequently as every fourteen (14) days.

XI. SUBSECTION F (Fleet and Required Level of Operational Bicycles)
OF SECTION 3 (OPERATIONS) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

F. Fleet and Required Level of Operational Bicycles
The Contractor shall ensure that, at all times, on the average (by day) during the months of April through October, at least ninety percent (90%) of the Fleet shall be in safe operating condition and placed in service in Arlington County. During the months of November and March, such percentage shall be at least eighty (80%) and during the months of December, January and February, such percentage shall be at least seventy percent (70%) in service in Arlington County. If, at any time, the Contractor knows or expects that, for any month, the required percentages will not be met, then the Contractor shall immediately deliver to the Project Officer the Contractor’s plans to meet the required percentages of Bicycles in service.

The percentage of Operational Bicycles shall be calculated as follows: the total Fleet minus Bicycles that are out of service, either in the shop or reported damaged and on a repair truck, minus Bicycles stolen, at the same time each and every day. This number shall be averaged over each calendar month to calculate the monthly percentage of the Fleet that is in service.

XII. SUBSECTION G (Contractor’s Call Center) OF SECTION 3 (OPERATIONS)
OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

G. Contractor’s Call Center
The Contractor shall provide to the County, all subscribers, and the public at large, a toll-free telephone number for the Contractor’s call center. The call center shall be in continuous operation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Telephone answering time shall not exceed thirty-five (35) seconds. The time (including hold time) to transfer the call to a knowledgeable customer service representative shall not exceed an additional thirty (30) seconds. This standard shall be met by the Contractor eighty percent (80%) of the time during each calendar month. The Contractor shall ensure that call center operators are fluent in English and Spanish for all persons who contact the call center. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, Crashes, comments, complaints, malfunction problems, and location of...
Stations. The call center manager shall be knowledgeable about the
Arlington County and Washington, D.C., region. The Contractor’s
operators shall keep accurate and complete electronic records of
each customer call as hereinafter required, including the primary
reason for each call, utilizing call tracking software, within
ninety (90) days of such software becoming available to the
Contractor.

XIII. SUBSECTION H (Comments and Complaints) OF SECTION 3 (OPERATIONS)
OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE
FOLLOWING LANGUAGE:

H. Comments and Complaints
The Contractor’s call center shall keep electronic records of the
primary reason for each customer call to the call center, such
recording shall commence within ninety (90) days of such software
becoming available to the Contractor. The Contractor shall deliver
a monthly report for each month, by the 15th day of the month that
follows the month that is the subject of the report, to the Project
Officer which documents the most serious complaints and the
Contractor’s responses to each. The County will establish a draft
of criteria and procedures for the Contractor involving
investigating, resolving, and responding to public comments and
complaints. The Project Officer will provide to the Contractor such
draft criteria and procedures, in writing, within one hundred twenty
(120) days after issuance of the Notice to Proceed. The Contractor
may suggest revisions to the draft, which revisions shall be
provided to the Project Officer within thirty (30) days after the
Contractor’s receipt of the draft. Thereafter, the Project Officer
shall create, and provide to the Contractor, the final criteria and
procedures, which thereafter shall be followed by the Contractor.

XIV. ITEM 4 OF SUBSECTION A (Bicycle Description and Equipment) OF
SECTION 4 (EQUIPMENT) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND
REPLACED WITH THE FOLLOWING LANGUAGE:

4) front and rear lights which automatically illuminate upon Bicycle
use and remain on for at least ninety (90) seconds after the
Bicycle is stopped or docked at a Station,

XV. SUBSECTION B (Leased, Used, or Refurbished Equipment) OF SECTION 4 (EQUIPMENT) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND
REPLACED WITH THE FOLLOWING LANGUAGE:

B. Leased, Used, or Refurbished Equipment
The Contractor may be permitted to use leased, used, or refurbished
equipment or non-bicycle vehicles (such as minivans, trucks,
trailers, etc.) in performing the maintenance and fleet balancing
Work, provided, however, that the Contractor shall not use such
equipment and non-bicycle vehicles without the prior express written
consent of the Project Officer.

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AMENDMENT No. 2
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SUBSECTION A (Contractor’s Monthly Reporting Requirements to County) OF SECTION 5 (REPORTING) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

A. Contractor’s Obligations Regarding Monthly Reporting to the County
The Contractor shall deliver a monthly report, by the 15th day of each month (unless that day falls on a weekend or U.S. national holiday, in which case it will be due on the County’s next business day following the weekend or holiday), to the Project Officer with the following data in a form acceptable to, and approved by, the Project Officer. The data shall reflect the Contractor’s applicable Work during the immediately preceding calendar month and calendar year to date. The reports shall be as described below.

Membership:
• Year-to-date membership counts at the end of each reporting month, by membership type and jurisdiction;
• Number of new members, by type and jurisdiction, who signed up during the reporting month, by day and/or month; and
• Number of cancellations and/or expirations of registered members, by type and jurisdiction, during the reporting month.

Ridership:
• Trips per day per jurisdiction, per member type, and system-wide;
• Total trips per month and year-to-date per jurisdiction, per member type and system-wide;
• Breakdown of total trips per day of week and per hour of the day, by jurisdiction and system-wide;
• Average duration of trips by jurisdiction, by member type, and system-wide;
• Average and total distance (straight-line) of trips by jurisdiction, by member type and system-wide;
• Distribution of trip origin and destination, by Station; and
• Bike availability per hour of the day, and per day of the week, by Station.

Environmental Impact
• Total and average calories burned per day and per month, by jurisdiction, by member type and system-wide (based on calculation using total and average trip durations);
• Carbon offset per day and per month, by jurisdiction and system-wide (based on calculation using total miles traveled (straight-line distance)); and
• Average carbon offset per member and per jurisdiction (based on the formula \[ \text{total members / total carbon offset} \]).

Rebalancing Operations
• Number of Bicycles rebalanced per day;
• Number of Bicycles in service per day per jurisdiction;
• List of full/empty instances (including Station, start time, end time, and date);
• Count of full/empty instances per station and per jurisdiction, by day and month;
• Breakdown of full/empty instances by duration of each such instance;
• Percentage of time that each Station is Normal, Full, or Empty; and
• Breakdown of additional time granted due to Stations being Full.

Station Maintenance Operations
• Number of active Stations;
• Number of Station visits by technicians for normal maintenance;
• List of all Station malfunctions (including Station name, malfunction start date and time, malfunction end date and time, and nature of malfunction);
• List of all dock malfunctions (including Station name, dock malfunction start date and time, dock malfunction end date and time, and nature of the dock malfunction); and
• Percentage of time Stations were available to provide rentals for all membership types, by Station and system-wide.

Bicycle Maintenance Operations
• Number of Bicycles inspected per day and per month;
• Number of Bicycles repaired per day and per month;
• Average duration of each repair;
• Summary and number of repairs by type (minor, major, annual overhaul); and
• Summary of the cause of repair needs (normal wear, crash, warranty failure, vandalism).

Incident Reporting
• List of all incidents (crash, vandalism, theft, police action) with dates and summary of outcomes; and
• Stolen/missing Bicycle list and status.

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

Customer Outreach
• Website analytics, such as visits, keywords, and top content;
• Facebook and Twitter posts counts and summary;
• Gift Certificate sales summary; and
• Corporate membership sales summary.

Financial Summary:
• Revenue generated from subscriptions, by subscription type;
• Revenue generated from user fees; and
• Revenue generated from other sources, including, without
  limitation, advertising and sponsorships.

Periodically the Project Officer may require the Contractor to
provide to the County written reports (in addition to those
described above), and may revise the categories of data to be
provided in each report described above.

XVII. SUBSECTION B (Crashes) OF SECTION 5 (REPORTING) OF EXHIBIT A IS
DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

B. Crashes
The Contractor shall report each Crash to the Project Officer, in
writing, within twenty-four (24) hours of the occurrence of the
Crash.
Immediately upon notice of a Crash, the Contractor shall: report
such Crash to the Police Department in the jurisdiction in which
the Crash occurs; investigate the Crash; and accurately determine
and record the information described in subparagraphs one (1)
through four (4) below. The Contractor shall provide the Project
Officer with a Crash Report (including a Police Accident Report,
immediately upon its availability), and all reports necessary to
accurately document and preserve an accurate record of each Crash
within forty-eight (48) hours after the Crash.

The Contractor shall also require all subscribers to file
immediately a Police Report with the Police Department in the
jurisdiction in which the Crash occurs.

The Contractor shall require subscribers to file a Crash Report
with the Contractor within twenty-four (24) hours after any
Crash. Each Crash Report shall include, at a minimum, the
following information:

1) the subscriber’s name; subscriber number; subscriber’s
   injuries; gender; telephone number; date of birth;
   residential address; description of damage to the
   Bicycle; indication as to whether the Bicycle was
   returned to a Station or to the Contractor; and other
   important details of the Crash in addition to those
   required in subsection 2) below;

2) details of the Crash, including date; time; city; state;
   address/location of Crash; description of Crash; outcome
   of Crash (injury, severity of injury, traffic violation
   of the subscriber and other party(ies), fine, whether
   medical treatment was required); property damage
   [yes/no]; police involvement [yes/no]; police report
   number; responding/ investigating officer name and badge
   number; police precinct / department;

3) details of all personal injury to other persons, or
   property damage, including, without limitation: hit and

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| RECEIVED OCT 11 2011 |
run [yes/no]; name; phone; injuries [yes/no]; driver’s license number; driver’s license state; gender; date of birth; telephone number; mobile phone number; residential address; number of vehicle occupants; insurance carrier; insurance carrier’s telephone number; insurance policy number; vehicle type [passenger/commercial/other]; vehicle year, make, model, license plate number and state; vehicle damage; vehicle towing; vehicle operable; and for each passenger: name; age; residential address; telephone number; injuries [yes/no]; and additional information;

4) names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the Crash and any personal injury or property damage.

It shall be the obligation of the Contractor to notify its insurance carrier(s) of all Crashes.

XVIII. SUBSECTION C (Theft and Vandalism) OF SECTION 5 (REPORTING) OF EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

C. Theft and Vandalism

The Contractor shall, within twenty-four (24) hours after discovery of each incident of theft or vandalism, in writing report each incident of theft or vandalism of every Bicycle and Station, to the Project Officer.

Immediately upon notice of each incident of theft or vandalism, the Contractor also shall report such incident to the Police Department; investigate the incident; and accurately determine and record the information described in subparagraphs one (1) through three (3) below. The Contractor shall provide the Project Officer with a Theft or Vandalism Report, including a Police Report (as soon as such Police Report is available), within forty-eight (48) hours after notice of each incident of theft or vandalism.

The Contractor shall also require all subscribers to file immediately a Police Report with the Police Department for incidents of theft and vandalism.

The Contractor shall require subscribers to file immediately a Theft and Vandalism Report with the Contractor after notice of a theft or vandalism. The report shall include, at a minimum, the following information:

1) the subscriber’s name; subscriber number; gender; telephone number; date of birth; and residential address;

2) details of the theft/vandalism, including date; time; city or county; state; address/location of theft or vandalism; description of theft/vandalism; police report number; officer name and badge number; police precinct/department; and
3) names, addresses, and telephone numbers of all witnesses and
other persons with knowledge of the theft/vandalism.

It shall be the obligation of the Contractor to notify its insurance
carrier(s) of all such incidents of theft or vandalism.

XIX. SUBSECTION A (Revenues) OF SECTION 6 (FINANCIAL) OF EXHIBIT A IS
DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

A. Revenues
The Contractor agrees that all revenues, such as, but not limited
to, subscription and usage fees, and advertising and sponsorship
proceeds, generated within, or arising out of subscriptions
initiated in Arlington County, Virginia, shall belong to the
County, subject to other offset provisions of this Agreement and
after sales and use taxes are paid by the Contractor from the
revenue. Subscription fees shall be such fees paid to the
Contractor by subscribers with addresses in Arlington County.
Usage fees shall be such fees attributable to Bicycles rented in
(meaning trips initiated from Stations in) Arlington County.

All advertising and sponsorship proceeds collected by or payable
to the Contractor from others shall be accurately reported to the
County as revenues of the Contractor.

The Contractor shall collect all Service revenues and prepare
monthly income statements. A copy of each income statement shall
be sent by the Contractor to the Project Officer for review and
acceptance.

From each monthly invoice submitted to the County, the Contractor
shall deduct existing revenues earned by the Contractor from
operating the Service in Arlington County, Virginia.

XX. SECTION 8 (LIQUIDATED DAMAGES) OF EXHIBIT A IS DELETED IN ITS
ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

8. LIQUIDATED DAMAGES
The Contractor agrees to the following schedule of liquidated
damages for the Contractor’s non-performance of the Work or failure
to comply with the specified requirements of this Agreement. The
amounts are established, and agreed by the Parties, as liquidated
damages and not as forfeitures or penalties for the Contractor’s
non-performance of or non-compliance with the Contract requirements.
Prior to assessing liquidated damages against the Contractor, the
Project Officer shall send to the Contractor a notice that
liquidated damages, in a specified amount(s), are being assessed
against the Contractor for specified non-performance or non-
compliance. The total amount of all liquidated damages assessed
against the Contractor during a calendar month shall be deducted
from the invoice received by the County from the Contractor for Work
performed during such month.
Liquidated damages may be assessed by the Project Officer beginning one hundred eighty (180) days after the Operational Date and, with respect to Station-specific liquidated damages, ninety (90) days after the installation of that Station. The following liquidated damages are agreed by the Parties and are not subject to proration:

A. Service Delivery

Operational Date: Six hundred dollars ($600) per day after the Operational Date that the Service is not operational.

Fully-Operational Date: Eight hundred fifty dollars ($850) per day after the Fully-Operational Date that the Service is not Fully Operational.

Level of Operational Bicycles: Five hundred dollars ($500) per month where the level of operational Bicycles is not met, as described in Exhibit A Section 3 F.

Damaged Bicycles Removed from Service: Five hundred dollars ($500) per month when less than ninety-five percent (95%) of damaged Bicycles have been removed after the initial twenty-four (24) hour period after discovery by the Contractor that a Bicycle has been damaged, or notification to the Contractor by the Project Officer of the same, and the Bicycle is not taken out of Service.

Distribution of Bicycles by Contractor: Five hundred dollars ($500) per month when the Distribution metric as described in Exhibit A Section 3 E has been violated more than a number of times equaling the number of stations in operation.

Station Availability: Five hundred dollars ($500) per month when Stations are unintentionally interrupted due to the fault of the Contractor or its subcontractors, as described in Exhibit A Section 7 B (Unintentional Interruption of Service), and not available for public use for more than three percent (3%) of all time during the month.

Call Center Availability: Five hundred dollars ($500) per day where call center service is unavailable for greater than three (3) continuous hours during a twenty-four (24) hour period, without prior notice by the Contractor to the Project Officer.

Call Center Answer Time: Two hundred fifty dollars ($250) per month where the promptness standard is not met.

Website Availability: Five hundred dollars ($500) per month in which the website is unavailable for greater than 1% of all time in the month, without prior notice by the Contractor to the Project Officer.

Graffiti: Five hundred dollars ($500) per month where the
performance standard as described in Exhibit A Section 3 C 5 is met less than ninety-five percent (95%) of the time.

B. Reporting

Contractor's monthly report to the County: Twenty-five dollars ($25) for each day during which the Contractor fails to submit to the Project Officer the monthly report required by Exhibit A Section 5 A, after the due date thereof.

Contractor's Crash Report to the County: Two hundred dollars ($200) for each day during which the Contractor fails to submit to the Project Officer the Crash Report required by Exhibit A Section 5 B, after the due date thereof. This provision is separately applicable to each individual Crash Report.

XXI. THE FOLLOWING NEW SECTION 10 (MAILING FULFILLMENT) IS ADDED TO EXHIBIT A:

10. MAILING FULFILLMENT
The Contractor shall program and send, via U.S. Mail, a key and membership package to each Subscriber within two (2) business days of each Subscriber's sign-up date. A membership package includes the following: a) key(s), b) 4" x 6" cardboard backing, and c) 8.5" x 11" welcome letter, which are inserted into a 4.125" x 9.5" envelope. Postage is $0.64 for an envelope that includes one key and $0.81 for an envelope that includes two keys. The County shall be responsible for providing the Contractor with the letters, cardboard backing, envelopes, and glue dots to affix the keys to the backing.

XXII. APPENDIX A (IMPORTANT EVENTS AND TIME PERIODS) TO EXHIBIT A IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE AMENDED APPENDIX A ATTACHED HERETO.

XXIII. EXHIBIT B (CAPITAL EQUIPMENT AND OPERATING COST) IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE AMENDED EXHIBIT B ATTACHED HERETO.

XXIV. EXHIBIT C (ANNUAL BUDGET FOR INITIAL CONTRACT TERM) IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE AMENDED EXHIBIT C (ANNUAL BUDGET FOR SECOND CONTRACT TERM) ATTACHED HERETO.

XXV. THE NEW EXHIBIT G (VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR USE OF DOMESTIC MATERIAL), ATTACHED HERETO, IS ADDED TO THE AGREEMENT.

XXVI. TERMS AND CONDITIONS OF THIS AMENDMENT
The work and payment called for pursuant to this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by this Amendment.
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 10/16/2011

ALTA BICYCLE SHARE, INC.

TAXPAYER ID NUMBER: 27-1439188

BY: [Signature]

PRINT NAME GEORGE M. HUDSON
AND TITLE: CORPORATE SECRETARY
DATE: 9/29/11
**AGREEMENT NO. 56-09**

**APPENDIX A (TO EXHIBIT A, SCOPE OF WORK)**

**IMPORTANT EVENTS AND TIME PERIODS**

THIS APPENDIX A IS PROVIDED SOLELY FOR THE CONVENIENCE OF THE PARTIES AND IS NOT AN ENFORCEABLE PROVISION OF THIS CONTRACT. THIS APPENDIX A SHALL NEITHER AMEND, REPLACE, NOR ABROGATE, THE DELIVERABLES, TIME PERIODS, DUE DATES, AND THE PROVISIONS OF THE CONTRACT DOCUMENTS.

<table>
<thead>
<tr>
<th>Event:</th>
<th>Time Period or Date:</th>
<th>Contract Section:</th>
<th>To Whom:</th>
<th>Frequency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date of Agreement</td>
<td>Upon execution by both parties</td>
<td>Main Agreement, Section 53</td>
<td>Joint</td>
<td>Once</td>
</tr>
<tr>
<td>Subcontractors and Project Staff List</td>
<td>30 days after Effective Date</td>
<td>Main Agreement, Section 24</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>180 days after Effective Date</td>
<td>Main Agreement, Section 15</td>
<td>Contractor</td>
<td>Once</td>
</tr>
<tr>
<td>Draft List of Desired Station Locations</td>
<td>30 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 1</td>
<td>Contractor</td>
<td>For each round of Stations</td>
</tr>
<tr>
<td>Designation of Operations Manager</td>
<td>30 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 K</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Suggestions on the Draft List of Desired Station Locations</td>
<td>45 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 1</td>
<td>County</td>
<td>For each round of Stations</td>
</tr>
<tr>
<td>Identification of Safe Work and Workplace Safety Officer</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Main Agreement, Section 21 A</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Identification of Bicycle Safety Officer</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Main Agreement, Section 21 B</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Safety Policies and Procedures</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Main Agreement, Section 21 C</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Final List of Desired Station Locations</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 1</td>
<td>Contractor</td>
<td>For each round of Stations</td>
</tr>
<tr>
<td>Draft Informational Panel Text</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 3 b</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Branding Information</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 H</td>
<td>Contractor</td>
<td>Once</td>
</tr>
<tr>
<td>Personnel Policies</td>
<td>60 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 L</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Site Plan without Footprint</td>
<td>90 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 2</td>
<td>Contractor</td>
<td>For each Station</td>
</tr>
<tr>
<td>Approval of Informational Panel Text</td>
<td>90 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 3 b</td>
<td>Contractor</td>
<td>Once</td>
</tr>
<tr>
<td>Subscriber Agreement</td>
<td>90 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 G</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Standard Operating Plan</td>
<td>90 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 5 F</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Site Plan with Footprint</td>
<td>120 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 2 b</td>
<td>County</td>
<td>For each relevant</td>
</tr>
</tbody>
</table>

**AMENDMENT No. 2**

**AGREEMENT No. 56-09**
<table>
<thead>
<tr>
<th>Public Right-of-Way Permit and Transportation Right-of-Way Permit</th>
<th>120 days after issuance of Notice to Proceed</th>
<th>Exhibit A, Section 2 C 2 A</th>
<th>County</th>
<th>For each relevant Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Informational Panel Prints</td>
<td>120 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 C 3 b</td>
<td>Contractor</td>
<td>Once</td>
</tr>
<tr>
<td>Comment and Complaint Procedures</td>
<td>120 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 H</td>
<td>Contractor</td>
<td>Once</td>
</tr>
<tr>
<td>Website Approval</td>
<td>120 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 I</td>
<td>County</td>
<td>Once</td>
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<tr>
<td>Identify Bicycle Shops for Helmet Coupon</td>
<td>150 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 2 I</td>
<td>County</td>
<td>Annually</td>
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<tr>
<td>Operational Date</td>
<td>180 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 A</td>
<td>County</td>
<td>Once</td>
</tr>
<tr>
<td>Fully Operational Date</td>
<td>210 days after issuance of Notice to Proceed</td>
<td>Exhibit A, Section 3 B</td>
<td>County</td>
<td>Once</td>
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<tr>
<td>Submittal of Subsequent Contract Term Budget</td>
<td>90 days before Contract Term expiration</td>
<td>Exhibit A, Section 6 C</td>
<td>County</td>
<td>Annually</td>
</tr>
<tr>
<td>Completed Negotiation of Subsequent Contract Term Costs</td>
<td>60 days before Contract Term expiration</td>
<td>Main Agreement, Section 11 A</td>
<td>Joint</td>
<td>Annually</td>
</tr>
<tr>
<td>Initial Contract Term</td>
<td>365 days after issuance of Notice to Proceed</td>
<td>Main Agreement, Section 5</td>
<td>Joint</td>
<td>Once</td>
</tr>
<tr>
<td>Subsequent Contract Term</td>
<td>as needed</td>
<td>Main Agreement, Section 5</td>
<td>Joint</td>
<td>Annually</td>
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<tr>
<td>Updated Standard Operating Plan</td>
<td>90 days after Subsequent Contract execution</td>
<td>Exhibit A, Section 5 F</td>
<td>County</td>
<td>Annually</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<tr>
<td>Invoice</td>
<td>10th day of every month</td>
<td>Main Agreement, Section 9</td>
<td>County</td>
<td>Monthly</td>
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<tr>
<td>Citizen Comments and Complaints Report</td>
<td>15th day of every month, after Operational Date</td>
<td>Exhibit A, Section 3 H</td>
<td>County</td>
<td>Monthly</td>
</tr>
<tr>
<td>Monthly Report</td>
<td>15th day of every month, after Operational Date</td>
<td>Exhibit A, Section 5 A</td>
<td>County</td>
<td>Monthly</td>
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<tr>
<td>Crash Report</td>
<td>48 hours after Crash</td>
<td>Exhibit A, Section 5 B</td>
<td>County</td>
<td>As needed</td>
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<tr>
<td>Theft or Vandalism Report</td>
<td>48 hours after theft or vandalism</td>
<td>Exhibit A, Section 5 C</td>
<td>County</td>
<td>As needed</td>
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<tr>
<td>Quarterly Analyses and Report</td>
<td>First week after end of quarter</td>
<td>Exhibit A, Section 5 C</td>
<td>County</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Force Majeure</td>
<td>48 hours after beginning of event</td>
<td>Main Agreement, Section 44</td>
<td>County</td>
<td>Per Occurrence</td>
</tr>
</tbody>
</table>
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AMENDED EXHIBIT B
CAPITAL EQUIPMENT AND OPERATING COSTS

CAPITAL EQUIPMENT COSTS:

One-time fee payable only upon acquisition and verification by the Project Officer of the following:

Complete Station (includes 3-speed Bicycles, Terminal, Technical Platforms, Map Frame, spare parts, Supplies, shipping):
11-dock Station with six (6) Bicycles: $36,209
15-dock Station with eight (8) Bicycles: $44,387
19-dock Station with ten (10) Bicycles: $52,565
23-dock Station with twelve (12) Bicycles: $60,685
27-dock Station with fourteen (14) Bicycles: $68,687

STATION INSTALLATION COSTS:

Flat fees for a Station installation made operational after the Fully Operational Date:

  A) Cost per Station installation, no permits obtained: $3,000
  B) Obtain Public Right-of-Way and Transportation Right-of-Way permits: $1,000
  C) Develop and obtain approval of a use permit/site plan amendment application: $5,000 for the application + $300 for each Station included in the application
  D) Obtain license agreement from property owner: $2,000
  E) Develop Station Site Plan: $2,500

Concrete pad installation:
7' x 35': $6,000
7' x 45': $7,500
7' x 55': $9,000
7' x 65': $11,000

Delineator installation: $200 per station (County provides delineators)

OPERATING COSTS:

Monthly per dock operating cost: $105.12

ONE-TIME PAYMENTS FOR ADDITIONAL EQUIPMENT (not including shipping):

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Bicycle (3-speed) with standing lights and fender: $1,168.29
Bicycle (7-speed) with standing lights and fender: $1,221.92
Retrofit a Bicycle with a standing light: $110
Bicycle Fender (Front): $5.47
Bicycle Fender (Rear): $20.46
Second Paint Color (per Bicycle): $30.09
Complete Terminal: $11,022.22
Complete Dock: $849.93
Station Component Cable: Blue: $118.20
Black: $114.97
Red: $96.71
Technical Platform: $1,100.29
Complete Technical Platform with four (4) Docks: $2,020.06
Technical Platform - 180-degree: $2,020.66
Technical Platform - 180-degree with two (2) Docks: $3,961.68
Map Frame: $1,119.63
Station Battery: $203.03
Customer Key: $2.69
Bicycle Spare Parts (Per Bicycle, on as needed basis): $115.53
Station Spare Parts (Per Station): $402.94
Toolkit: $1,186.25
Station Paper: $10.10

ONE-TIME PAYMENTS FOR ADDITIONAL SERVICES:
Contractor Movement of a Station (includes removal and reinstallation, need not be on a day when another Station is moved): $1,500

Contractor Movement of 1 - 4 technical platforms, map frames, or terminals to another Station(s) or the Contractor warehouse on a day when another Station is being installed or relocated: $1,000

Contractor Movement of 5 - 8 technical platforms, map frames, or terminals to another Station(s) or the Contractor warehouse on a day when another Station is being installed or relocated: $1,500
**AGREEMENT NO. 56-09**

**AMENDED EXHIBIT C**

**ANNUAL BUDGET FOR SECOND CONTRACT TERM**

<table>
<thead>
<tr>
<th>SECOND CONTRACT TERM - NOT-TO-EXCEED AMOUNT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle-Sharing Stations:</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>Estimated Station Installation Cost:</td>
<td>$300,000</td>
</tr>
<tr>
<td>Estimated Annual Operating Cost:</td>
<td>$800,000</td>
</tr>
<tr>
<td>TOTAL CONTRACT TERM - NOT-TO-EXCEED AMOUNT:</td>
<td>$3,600,000</td>
</tr>
</tbody>
</table>
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EXHIBIT G

Virginia DOT Special Provision for Use of Domestic Material

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed
one-tenth of one percent of the contract amount or $2,500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or $2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Contractor certifies that such cost does not exceed the limits established herein.

Waivers:

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or

2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number/description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and

2. Analysis of redesign of the project using alternative or approved equal domestic products

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: http://www.fhwa.dot.gov/construction/contracts/waivers.cfm. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

Alternative Bidding Procedures:

An alternative bidding procedure may be employed to justify the use of foreign iron and/or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and/or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and/or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and/or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and/or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and/or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which
foreign iron and/or steel items will be permanently installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.

In the event the contract is awarded to the bidder furnishing foreign iron and/or steel materials or items, the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment for Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and/or steel items and during the life of that contract the Contractor discovers he cannot furnish foreign iron and/or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and/or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish “foreign” iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked “Foreign” including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The “Foreign” bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor’s “Domestic” bid. The Contractor shall write the word “Foreign” by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate “Foreign” paper bid.

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of “foreign” iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, “domestic” iron and/or steel and prices given there for shall be used and the “100 percent Domestic Items Total” shall be the Contractor’s bid.

Certification of Compliance:

Where domestic material is supplied, prior to final payment the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and/or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or $2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

SEEN AND AGREED:

Signed: George M. Hudson

Alta Bicycle Share, Inc.

By: George M. Hudson, corporate secretary

Date: 9/29/11

AMENDMENT No. 2
AGREEMENT No. 56-09