NOTICE OF RENEWAL OF CONTRACT

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

DATE ISSUED: AUGUST 1, 2012
CURRENT REFERENCE NO: 270-11
CONTRACT TITLE: BIKESHARING PROGRAM
PRIOR REFERENCE NO: 56-09

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.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective immediately and expires on MAY 31, 2016.

The contract documents consist of the terms and conditions of Agreement No. 56-09, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO THE ATTACHED AMENDMENT NO. 3 TO THE AGREEMENT NO. 56-09
2) FOR INFORMATION ON PRICE ADJUSTMENTS OF EXTENSION OPTIONS REFER TO THE ATTACHED AGREEMENT

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

VENDOR TEL. NO.: 202-215-5249
VENDOR FAX. NO.: 202-554-2347
COUNTY TEL. NO.: 703-228-3725

CONTRACT AUTHORIZATION

MARYAM AHORI, CPA
PROCUREMENT OFFICER

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 56-09
AMENDMENT NUMBER 3
CURRENT REFERENCE NUMBER: 270-11

This Amendment Number 3 ("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 Amendments Number 1 and 2 (hereinafter the Agreement as amended by Amendment 1 and 2 shall be referred to as "Main Agreement"), between Alta Bicycle Share, Inc., 1714 2nd St., SW, Washington, D.C., 20024 ("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 5 (CONTRACT TERM) OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

5. CONTRACT TERM
Work under this Agreement shall continue upon execution of Amendment 3 until May 31, 2016 ("Contract Term"), unless otherwise terminated or amended in writing. Notwithstanding anything herein to the contrary, the Contract Amount for each year during the Contract Term shall be in an amount determined and authorized by the County, consistent with the terms of the Price Adjustment section of this Agreement, but in any event not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia, for the Contract Term.

The Contract shall remain in full force and effect until the County determines that: all requirements, conditions of, and Work under the Contract have been satisfactorily completed; the County has accepted the Work; and the Terms, including warranty and guarantee periods, have ended; unless the Contract otherwise is sooner terminated.

II. SECTION 7 (REQUIREMENTS CONTRACT) OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

7. REQUIREMENTS CONTRACT
During the duration of this Contract, the Contractor shall furnish all of the goods and services described in the Contract Documents, as required by the County. The Contractor understands and agrees that this is a requirements contract insofar as the quantities of Equipment and Service (as such terms are hereinafter defined) are specified in the Contract Documents. The County's needs may change during the duration of the Contract. The Contractor agrees to increase or decrease the level of goods and services at the County's request. The Contractor further understands that the County may require additional goods and services and that such additional goods and services shall be
authorized by an amendment to this Agreement, a Notice to Proceed, and a Purchase Order, none of which shall give rise to any claim by the Contractor for compensation other than at the unit prices or rates as provided in such documents.

III. SECTION 8 (PAYMENT) OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

8. PAYMENT
The Contractor shall be paid monthly by the County. Within ten (10) days after the last day of each month, the Contractor shall submit to the County, for approval by the Project Officer, an invoice describing the total Work successfully performed, with a separate invoice for Capital Equipment and Operating Costs as listed in Exhibit B, during the immediately preceding month. The Contractor shall include in its monthly invoice all revenue generated from one month prior to the month of operations for which are being billed (i.e. the invoice for operations in June shall state revenues from May). The Contractor shall prorate the non-resident membership revenue allocated to the County based on the number of Operational Docks in the County compared to the number of the number of Operational Docks in the bicycle-sharing system on the last day of the month in which revenues are generated. The Project Officer will either approve the invoice, require additional written justification, and/or require corrections thereto. The County will pay the Contractor within thirty (30) days after the date of receipt of a fully justified, correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on a lump sum for Capital Equipment Costs, and a “not to exceed” amount for Operating Costs, during the immediately preceding month, subject to the Project Officer’s acceptance of the Work. The total amount paid for each Operating Cost shall not exceed the line items stated for such Work in Exhibit B, regardless of the number of hours spent by the Contractor or the amount of expenses incurred by the Contractor in the performance of the Work. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices.

The Contractor shall not invoice the County for the cost of replacement Equipment for damaged, lost, stolen, vandalized, or otherwise failed Equipment for the cost of which has been recovered through or from any insurance carrier, manufacturer’s warranty claim, or other person or entity.

IV. SECTION 10 (PRICE ADJUSTMENTS) 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 Contract Term. The Contract unit price(s) for each subsequent 12-month period following the conclusion of the initial 12 months of the Contract Term shall be determined by the County as of the date which is sixty (60) days before the end of the then-current 12-month period. The percentage increase or decrease in the
prices for any year after the first twelve (12) months 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%).

If the exchange rate changes more than or equal to five percent (5%) from $1 USD = $1.02 CAD (according to the United States Federal Reserve System Board of Governors H.10 release) between the commencement of the then-current 12-month portion of the Contract Term and the date sixty (60) days prior to the conclusion of that portion, then prices for Equipment sourced in Canada shall increase or decrease in the next 12-month portion of the Contract Term by the same percentage as the change in the exchange rate. The pricing change described in this paragraph shall be in addition to the pricing change described in the immediately previous paragraph.

B. The Contract unit prices for operating costs, as specifically designated on Exhibits B and C, shall remain firm for the initial twelve (12) months of the Contract Term. The unit prices of labor cost for each subsequent 12-month portion of the Contract Term shall be determined by the County as hereinafter described in this paragraph. Any percentage of increase or decrease in negotiated prices for a subsequent 12-month portion of the Contract Term 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.

If the exchange rate changes more than or equal to five percent (5%) from $1 USD = $1.02 CAD (according to the United States Federal Reserve System Board of Governors H.10 release) between the commencement of the then-current 12-month portion of the Contract Term and the date sixty (60) days prior to the conclusion of that portion, then the price of operating costs sourced in Canada (i.e. call center and software support) during any subsequent 12-month portion of the Contract Term shall increase or decrease by the same percentage as the change in the exchange rate. The pricing change 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 12-month portion of the Contract 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 Contract 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 changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor.

V. 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, Bicycles, Docks, Map Frames, Terminals, and Technical Platforms purchased by the Contractor on behalf of the County to satisfy the Contractor's obligations pursuant hereto and the requirements of the Work. The County will 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.

After each purchase of Bicycles and 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, Bicycles, Docks, Map Frames, Terminals, and Technical Platforms, including serial numbers, 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 any time.

VI. THE FOLLOWING SENTENCE IS ADDED AFTER THE LANGUAGE IN SECTION 21.C. OF THE MAIN AGREEMENT:

The County is required by law to comply with the Virginia Freedom of Information Act. Unless otherwise required by that Act, the County will use the Contractor's safety policies and procedures for internal review and communications and will not share or distribute this document without consultation with the Contractor.

VII. SECTION 24 (SUBCONTRACTORS AND PROJECT STAFF LIST) OF THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

24. SUBCONTRACTORS AND PROJECT STAFF LIST
The Contractor shall only enter into subcontracts with subcontractors which have clearly demonstrated proficiency in the tasks which are the subject of such subcontracts. Within thirty (30) days after the Effective Date, and before the Project Officer issues a Notice to Proceed to the Contractor, the Contractor shall deliver to the Project Officer a list identifying all initial subcontractors who will provide goods, perform services, and do Work related to the Project for the Contractor. Such list shall also identify, for each subcontractor, the goods, services, and portion of the Work, to be provided or performed as well as all other information, concerning the subcontractor, deemed necessary by the Project Officer. Promptly prior to changing any subcontractor(s), the Contractor shall deliver to the Project Officer the above described information concerning such new or replacement subcontractor(s). The County shall have the right of reasonable rejection, by written notice from the County to the Contractor, of any
subcontractor at any time during the Contract Term, without any obligation or liability to the County.

The County shall, throughout the Contract Term, also have the right of reasonable rejection, by written notice from the County to the Contractor, of staff assigned to the Project by the Contractor.

If the County reasonably rejects staff or subcontractors, then the Contractor shall promptly provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's staff, and employees of any of its subcontractors, shall be the responsibility of the Contractor and no one else.

VIII. SECTION 2.C.1 OF EXHIBIT A TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

1. Station Location Siting
The County shall determine the location and size of each Station. Prior to such determination, the County will provide the Contractor an opportunity to review and comment upon each proposed location and the station's size on a Draft List of Desired Station Locations and Sizes ("Draft List of Desired Station Locations and Sizes") 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) and/or size(s) within fifteen (15) days after the Contractor's receipt of the Draft List of Desired Station Locations and Sizes. The County will either approve or disapprove of the Contractor's suggestions and provide the Contractor with a Final List of Desired Station Locations and Sizes ("Final List of Station Locations and Sizes") 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.

IX. THE FOLLOWING LANGUAGE IS ADDED AS NEW SUBSECTION 2.C.3.f. OF EXHIBIT A TO THE MAIN AGREEMENT:

f) Install Cancellation
The County will notify the Contractor at least 48 hours prior to the time at which a station installation is scheduled to occur if the County decides to cancel a Station installation.

X. THE FOLLOWING LANGUAGE IS ADDED AS NEW SUBSECTION 2.C.3.g. OF EXHIBIT A TO THE MAIN AGREEMENT:

g) Station Relocation
If the County wants a Station to be relocated, the County will notify the Contractor of the relocation date and time at least seven (7) days before the relocation date and the County will inform the Contractor of the relocation site. The method by which a Station is moved (e.g. crane or pallet jack) shall be determined in the sole discretion of the Contractor.

XI. THE FOLLOWING LANGUAGE IS ADDED AS NEW SUBSECTION 2.C.3.h. OF EXHIBIT A TO THE MAIN AGREEMENT:

h) Station Warehousing
The Contractor may charge the County a warehouse fee of up to $400 per month per Station after the Contractor receives all Equipment needed to install a Station and is ready to install the Station, if the County is not ready for the Station to be installed. No warehouse fee shall apply to the Equipment for five (5) Stations located in the Contractor’s warehouse on May 21, 2012.

XII. SECTION 2.D. OF EXHIBIT A TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

D. Subscriber and Usage Fees
The County shall set subscriber and usage fees.

XIII. THE LAST SENTENCE OF SECTION 3.E. OF EXHIBIT A TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

The Contractor shall ensure that, during any day, no Station has all empty Docks or all full Docks for more than three (3) hours between the hours of 6:00 a.m. and 12:00 a.m. (midnight) Eastern Time.

XIV. THE FOLLOWING SENTENCE IS ADDED AT THE END OF THE SECOND PARAGRAPH OF SECTION 3.F. OF EXHIBIT A TO THE MAIN AGREEMENT:

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The Contractor shall maintain, on a weekly average, a 1:2 bike-to-dock ratio.

XV. SECTION 3.G. OF EXHIBIT A TO THE MAIN AGREEMENT 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 percentage of dropped calls shall not exceed ten percent (10%) of total calls during each calendar month. The Contractor shall ensure that call center operators are fluent in English, and a Spanish speaker will be available upon request, 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, 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.

XVI. SECTION 5.A. OF EXHIBIT A TO THE MAIN AGREEMENT 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:
• Total active members starting at the service’s launch date of September 20, 2010, to the end of the respective reporting month by type and jurisdiction
• Number of new members by type (annual vs. casual) and jurisdiction who signed up in the reporting month, by day and month
• Number of cancellations and expirations of members by type (annual vs. casual) during the reporting month

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• Renewal rate by month

Ridership:
• Trips per day by jurisdiction, member type (annual vs. casual) and system wide
• Trips per month and year-to-date ridership by jurisdiction, member type and system-wide
• Breakdown of total trips per day of week and hour of the day by jurisdiction and system-wide
• Average duration of trips by jurisdiction, member type, and system-wide
• Average and total distance of trips (straight-line distance) by jurisdiction, member type, and system-wide
• Total number of origin and destination trips by Station

Environmental Impact:
• Total and average calories burned per day/month by jurisdiction, member type, and system-wide
• Carbon offset per day/month by jurisdiction and system-wide
• Average carbon offset per member and jurisdiction based on total members/total offset

Rebalancing Operations:
• Number of bikes rebalanced among Stations per month
• Bicycles deployed at Stations per day
• Breakdown of Station full / Station empty instances by duration during operational hours
• Percentage of time Stations are normal (i.e. have available Bicycle and Dock capacity), full, and empty [averages across all Stations]
• Breakdown of additional time granted to users when Stations are full
• Station full / Station empty violations by the Contractor

Station Maintenance Operations:
• Number of active Stations and Operational Docks by jurisdiction
• Count of Station visits by technicians for maintenance
• List of all Station malfunctions that have a duration of more than one (1) hour (including Station, start/end date/time, description of malfunction)

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, warrant failure, vandalism) with average time of repair.

Incident Reporting:
• List of all incidents (crash, vandalism, theft, police action) with dates and summary of outcomes
• Stolen/missing Bicycle list and status
Customer Service Reporting:
- Number of calls/emails. Totals and broken down by classification
- Average time to answer call
- Average duration of call
- Number of refunds and amount given per month
- Percentage of calls lost
- Percentage of calls served within 30 seconds

Customer Outreach:
- Website analytics
- FB/Twitter posts count and 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. SECTION 5.B. OF EXHIBIT A TO THE MAIN AGREEMENT 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 occurred; 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 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.

The Contractor shall remove from service each Bicycle involved in a reported crash and retain it in its crashed condition for a period of one (1) year from the date of the crash. For Bicycles that appear to have been involved in a crash, but for which no crash report or other information exists, the Contractor shall remove such Bicycles from service and retain those Bicycles in their crashed condition for a period of one (1) month from the date of the Contractor’s discovery of the damaged Bicycle. The County may, in its sole discretion, take possession of a damaged Bicycle from the Contractor if the County determines that the County needs to retain the Bicycle in its damaged condition for any purpose whatsoever.

XVIII. SECTION 5.C. OF EXHIBIT A TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

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

Immediately upon notice of each incident of theft, or of each incident of damage with an estimated repair cost (as determined by the Contractor) in excess of $1,000; or of each incident of gang- or hate-related vandalism (as determined by the Contractor), 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, Damage, 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, damage, or vandalism. Immediately upon notice of each incident of damage in excess of $100 (as determined by the Contractor) the Contractor shall report that incident to the Project Officer.

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

The Contractor shall require subscribers to file immediately a Theft Report with the Contractor after notice of a theft. 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, including date; time; city or county; state; address/location of theft; description of theft; 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.

The Contractor is responsible for replacement costs of Equipment from any incident of theft or vandalism above $5,000 and any incident of damage above $1,000.

XIX. SECTION 6.A. OF EXHIBIT A TO THE MAIN AGREEMENT 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 and usage initiated in Arlington County, Virginia, shall belong to the County, subject to other offset provisions of this Agreement and after all applicable sales and use taxes are paid by the Contractor from the revenue. Additionally, the Contractor agrees that subscriptions initiated by individuals whose ZIP codes are outside of those jurisdictions where stations exist shall be credited to Arlington on a prorated basis based on the percentage of Operational Docks owned by Arlington County compared with the entire number of Operational Docks in the entire regional system. 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.

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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.

The Contractor shall credit title sponsorship proceeds, if any, to the County on a pro-rated basis based on the County’s percentage of the bicycle-sharing system’s Operational Docks. A title sponsor is a sponsor who offers a financial benefit to the jurisdictions that comprise the system, in exchange for what might include naming rights, the sponsor’s logo on the Equipment, etc. The pro-ration shall be calculated as of the last day of the previous quarter (i.e. March 31, June 30, September 30, and December 31) and the Contractor shall credit that amount against the current month’s invoice of the Contractor to the County.

XX. SECTION 9.B. OF EXHIBIT A TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING LANGUAGE:

B. Advertising and Sponsorship on Bicycles and Stations
Advertising of others on the Bicycles occurs when a third party is permitted by the County to market such party’s goods or services, placing, or causing to be placed, paid advertisements on the Bicycles.

Sponsorship by others on Bicycles and Stations occurs when the County permits a third party to place, or caused to be placed, a logo of such third party on the Bicycles and/or Stations in exchange for a financial contribution, approved by the County, to the Contractor.

The Contractor shall notify the Project Officer of all potential advertisers and sponsors of which the Contractor becomes aware. In addition, all inquiries to advertise or sponsor by others received by the Contractor shall be forwarded to the Project Officer. The Contractor shall not be entitled to compensation from the County for such notifications and inquiries. The County will set rates of advertising and sponsorships. The Contractor shall collect and deposit all proceeds generated from advertising and sponsorship into the revenue account. The Contractor shall divide proceeds of a title sponsor on a prorated basis based on the percentage of Operational Docks within Arlington County compared with the number of Operational Docks in the entire bicycle-sharing system in the metropolitan Washington, D.C., area.

At such times as determined by the Project Officer after consultation with the County Manager, the County will designate locations on the Bicycles and on the Stations where the Contractor shall affix advertisements and sponsorships. The Contractor shall affix advertising of others provided by the County to the Bicycles and the Informational Panel materials to the Map Frame, and shall not affix anything else thereto.

XXI. THE FOLLOWING NEW SECTION 11 IS ADDED TO EXHIBIT A TO THE MAIN AGREEMENT:

11. Events
The County will notify the Contractor at least two weeks in advance of any small event (such as a class or tour, as defined further below) where the County desires Bicycles to be available or event where the County will require the Contractor to provide a corral (as defined below). At the time of such notification the County will provide the Contractor with the following information:

- Event name
- Event date and time
- Event type (Corral, tour, class, etc.)
- Estimated number of participants
- Nature of Contractor participation
- Whether usage fees be waived by the County

A corral is a site staffed by the Contractor which either may be 1) an enclosure using bollards and caution tape or b) a Station, temporarily relocated for a given event. A small event is a tour or class which requires up to twenty (20) Bicycles which are delivered to and picked up from the same location by the Contractor. The Contractor shall inform the call center of an upcoming event, its potential impact on other customers of the Contractor, and any billing or usage fee information.

If desired, the County may waive usage fees of annual or month members participating in the corral or small event. To do so, the County will provide each member name and respective Capital Bikeshare key number to the Contractor within three (3) business days after the event. The Contractor may charge the County $75 per hour for time spent removing usage fees from the accounts of the event participants.

XXII. EXHIBIT B TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND IS REPLACED WITH THE AMENDED EXHIBIT B ATTACHED TO THIS AMENDMENT.

XXIII. EXHIBIT C TO THE MAIN AGREEMENT IS DELETED IN ITS ENTIRETY AND IS REPLACED WITH THE AMENDED EXHIBIT C ATTACHED TO THIS AMENDMENT.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

BY: Mary Ann Nalezny
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 8/1/2012

ALTA BICYCLE SHARE, INC.
TAXPAYER ID NUMBER: 27-1439188

BY: George M. Hudson
PRINT NAME: George M. Hudson
AND TITLE: Corporate Secretary
DATE: 7/31/12
### CAPITAl EQUIPMENT COSTS (includes shipping and handling)

| 11-dock/6-bike                              | $37,476 |
| 15-dock/8-bike                              | $45,941 |
| 17-dock/9-bike                              | $51,747 |
| 19-dock/10-bike                             | $54,405 |
| 21-dock/11-bike                             | $60,211 |
| 23-dock/12-bike                             | $62,809 |
| 27-dock/14-bike                             | $71,091 |
| **PER DOCK PER MONTH OPERATING COST**       | **$107.22** |

### STATION INSTALLATION

| 11-dock/6-bike                              | $3,000  |
| 15-dock/8-bike                              | $3,000  |
| 17-dock/9-bike                              | $3,000  |
| 19-dock/10-bike                             | $3,000  |
| 21-dock/11-bike                             | $3,000  |
| 23-dock/12-bike                             | $3,000  |
| 27-dock/14-bike                             | $3,000  |
| Larger than 27-dock/14-bike                 | $3,500  |

### STATION/PLATE MOVEMENT

- Movement of 1-4 plates on day when another station is being installed or relocated*: $1,000
- Movement of 5-8 plates on day when another station is being installed or relocated*: $1,500
- Movement of 1-4 plates on day with no other station installations or relocations*: $1,500
- Movement of 5-8 plates on day with no other station installations or relocations*: $2,250
- Movement of 1-4 plates by pallet jack       $375

### ADDITIONAL EQUIPMENT (includes shipping and handling)

- Bicycle (3-speed + fender + capacitor light) $1,209
- Complete Terminal                           $11,408
- Complete Dock                               $980
- Station Component Cable: Blue               $122
- Station Component Cable: Black              $119
- Station Component Cable: Red                $114
- Technical Platform                          $1,139
- Technical Platform (With Docking Points)    $5,133.49
- Technical Platform 180 Degree               $2,100
- Technical Platform 180 Degree (With Docking Points) $4,034
- Technical Platform 90 Degree                $4,733.33
- Technical Platform 90 Degree Elbow          $745
- Technical Platform 45 Degree Right          $1,168
- Technical Platform 45 Degree Left           $1,168
- Technical Platform Half                     $791
- Technical Platform Quarter                  $547
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Platform Dual</td>
<td>$1,197</td>
</tr>
<tr>
<td>Custom Dual End for Technical Platform</td>
<td>$726</td>
</tr>
<tr>
<td>End Cap Standard</td>
<td>$58</td>
</tr>
<tr>
<td>End Cap 180 Degree</td>
<td>$440</td>
</tr>
<tr>
<td>Map Frame</td>
<td>$1,496</td>
</tr>
<tr>
<td>Station Battery</td>
<td>$210</td>
</tr>
<tr>
<td>Customer Key</td>
<td>$3</td>
</tr>
<tr>
<td>Bicycle Spare Parts (Per Bicycle, on as needed basis)</td>
<td>$120</td>
</tr>
<tr>
<td>Station Spare Parts (Per Station)</td>
<td>$417</td>
</tr>
<tr>
<td>Toolkit</td>
<td>$1,228</td>
</tr>
<tr>
<td>Station Paper</td>
<td>$10</td>
</tr>
</tbody>
</table>

**STATION INSTALLATION PERMITTING AND OTHER MISC. COSTS**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obtain PROW/TROW Permit</td>
<td>$1,000</td>
</tr>
<tr>
<td>Development and obtain approval of use permit/site plan amendment</td>
<td>$5,000</td>
</tr>
<tr>
<td>application</td>
<td></td>
</tr>
<tr>
<td>Obtain license agreement from property owner</td>
<td>$2,000</td>
</tr>
<tr>
<td>Develop site plan</td>
<td>$2,500</td>
</tr>
<tr>
<td>Concrete pad installation</td>
<td></td>
</tr>
<tr>
<td>7x35</td>
<td>$6,000</td>
</tr>
<tr>
<td>7x45</td>
<td>$7,500</td>
</tr>
<tr>
<td>7x55</td>
<td>$9,000</td>
</tr>
<tr>
<td>7x65</td>
<td>$11,000</td>
</tr>
<tr>
<td>Retrofit a bike with a capacitor light</td>
<td>$110</td>
</tr>
<tr>
<td>Delineator installation</td>
<td>$150/bollard; $200/station</td>
</tr>
<tr>
<td>Hardwired station</td>
<td></td>
</tr>
<tr>
<td>Capital costs (per station)</td>
<td>$4,000</td>
</tr>
<tr>
<td>Annual operating costs</td>
<td>$200</td>
</tr>
<tr>
<td>Mechanic or Street Team Labor: Station Sticker or Map Replacement</td>
<td>$45 per hour</td>
</tr>
<tr>
<td>Additional Reporting Labor</td>
<td>$60 per hour</td>
</tr>
<tr>
<td>Off Contract Website Changes</td>
<td>$100 per hour</td>
</tr>
</tbody>
</table>

**SPECIAL EVENT COSTS: CORRALS**

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike Corral, No Station, 1-4 Hours</td>
<td>$1,000</td>
</tr>
<tr>
<td>Bike Corral, No Station, 5-8 Hours</td>
<td>$2,000</td>
</tr>
<tr>
<td>Bike Corral, With Station, 1-4 Hours</td>
<td>$3,000</td>
</tr>
<tr>
<td>Bike Corral, With Station, 5-8 Hours</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

**SPECIAL EVENT COSTS: TOURS, RIDES, CLASSES**

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Station, 1-4 hours</td>
<td>$2,000</td>
</tr>
<tr>
<td>No Station, 5-8 hours</td>
<td>$3,000</td>
</tr>
<tr>
<td>With Station, 1-4 hours</td>
<td>$5,000</td>
</tr>
<tr>
<td>With Station, 5-8 hours</td>
<td>$6,000</td>
</tr>
<tr>
<td>Usage Fee Refunds (Labor)</td>
<td>$75/hour</td>
</tr>
</tbody>
</table>
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>$1,360,000</td>
</tr>
<tr>
<td>Estimated Station Installation Cost:</td>
<td>$115,000</td>
</tr>
<tr>
<td>Estimated Annual Operating Cost:</td>
<td>$950,000</td>
</tr>
<tr>
<td>TOTAL CONTRACT TERM - NOT-TO-EXCEED AMOUNT:</td>
<td>$2,425,000</td>
</tr>
</tbody>
</table>