ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 19-188-R

AMENDMENT NUMBER 03

This Amendment Number 03 ("Amendment") is made on February 23, 2022 and amends Agreement Number 19-188-R ("Main Agreement") between Lyft Canada, Inc., ("Contractor"), and the County Board of Arlington County, Virginia ("County").

The Contractor and the County agree to amend the Main Agreement as follows:

- 1. Retroactively renew the Contract as authorized by paragraph 3, Contract Term for the First Subsequent Contract Term from November 1, 2021 to October 31, 2022 in accordance with City of Falls Church, Virginia Contract No. 0626-18-BIKE-A Amendment No. 3 (attached).
- 2. Add additional pricing line items 92-101 to Exhibit A in accordance with City of Falls Church, Virginia Contract No. 0626-18-BIKE-A Amendment No. 4 (attached).
- 3. Replace the To the Contractor section of paragraph 44, Notices in its entirety as follows:

Francois Lamarre

Lyft Canada, Inc.

416 de Maisonneuve Quest, Bureau 1008,

Montreal, QC Canada H3A 1L2

Phone: 202.709.9430

Email: hardware-procurement@lyft.com & lbs-legal@lyft.com

4. Add Paragraph 48. COVID-19 Vaccination Policy for Contractors as follows:

48. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

All other terms and conditions of the Main Agreement remain in full force and effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	LYFT CANADA, INC.		
AUTHORIZED Laylin Surviber SIGNATURE: Docusigned by: Laylin Surviber 2513E5602A3A4BE	AUTHORIZED SIGNATURE: DocuSigned by: VANCOIS FAMAVVE 07145EB18434448		
NAME:	Francois Lamarre NAME:		
TITLE: Procurement Officer	Authorized Signatory _ TITLE:		
DATE: ^{3/14/2022}	3/14/2022 DATE:		

BIKESHARE STATIONS & STARTUP EQUIPMENT

Amendment No. 3

This Contract Amendment No. 3 ("Amendment") to the Bikeshare Stations and Startup Equipment agreement dated October 26th, 2018 ("Contract") by and between **the City of Falls Church** with offices at 300 Park Avenue, Falls Church, Virginia 22046 ("City") and **Lyft Canada Inc.** (hereinafter "Contractor"), with offices at 416 de Maisonneuve Quest, Bureau 1008, Montreal, QC Canada H3A 1L2, is made this 31st day of October 2021.

WHEREAS, the Contractor is presently under contract to furnish Bikeshare Stations and Startup Equipment under the Contract; and

NOW THEREFORE, in consideration of mutual benefits, the parties agree to modify the Contract as follows:

- 1. TERM The term of the Contract is hereby renewed for the period November 1, 2021 through October 31, 2022 at existing prices, terms and conditions in accordance with the Contract. This is first of two (2) one-year renewal periods.
- 2. NOTICES The following changes are made to Section 14 of the Contract:
 - a. Name: Francois Lamarre, Authorized Signatory
 - b. Phone: 202.709.9430
 - c. Email: hardware-procurement@lyft.com & lbs-legal@lyft.com

All other pricing, terms and conditions of the Contract shall remain unchanged and in full force and effect.

ACCEPTED AND AGREED by the parties and executed by their duly authorized officials. This Amendment may be executed in any number of counterparts, including facsimile counterparts or electronic PDFs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF FALLS CHURCH, VIRGINIA	LYFT CANADA, INC.				
James R Wise Disk cn-lames R Wise, on-City of Falls Church, oue-Finance, email-jwise@fallschurchvagov, c=US Date: 2021.11.03 10:45:33 -0400'	François Pamavve				
Signature	Signatur [®] EB18434448				
James R. Wise	Francois Lamarre				
Printed Name	Printed Name				
Purchasing Agent	Authorized Signatory				
Title	Title				
11-03-2021					
	November 2, 2021				
Date	Date				

BIKESHARE STATIONS & STARTUP EQUIPMENT

Amendment No. 4

This Contract Amendment No. 4 ("Amendment") to the Bikeshare Stations and Startup Equipment agreement dated October 26th, 2018 ("Contract") by and between **the City of Falls Church** with offices at 300 Park Avenue, Falls Church, Virginia 22046 ("City") and **Lyft Canada Inc.** (hereinafter "Contractor"), with offices at 416 de Maisonneuve Quest, Bureau 1008, Montreal, QC Canada H3A 1L2, is made this 7th day of January 2022.

WHEREAS, the Contractor is presently under contract to furnish Bikeshare Stations and Startup Equipment under the Contract; and

NOW THEREFORE, in consideration of mutual benefits, the parties agree to modify the Contract as follows:

Pricing-

CITY OF FALLS CHURCH. VIRGINIA

 Additional pricing for Line Items 92-101 (dated January 2022) per Contract Attachment C are hereby added to the contract.

All other pricing, terms and conditions of the Contract shall remain unchanged and in full force and effect.

ACCEPTED AND AGREED by the parties and executed by their duly authorized officials. This Amendment may be executed in any number of counterparts, including facsimile counterparts or electronic PDFs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

LYFT CANADA. INC.

James R Wise Digitally signed by James R Wise Dit: cn=James R Wise, o=City of Falls Church, ou=Finance, email=_wise@fallschurchva.gov, c=US Date: 2022.01.10 15:16:22-05'00'	DocuSigned by: VANCOIS PAMAVVE 07.145EB18434448			
Signature	Signature			
James R. Wise	Francois Lamarre			
Printed Name	Printed Name			
Purchasing Agent	Authorized Signatory			
Title	Title			
01-10-2022	1/10/2022			
Date	Date			

	ADDITIONAL PRICING FOR PLATFORMS & RELATED TIEMS (NON-BAA) - JANUARY 2022 Contract 06-26-18-BIKE-A								
	Contrct Attacment C								
LINE ITEM NO.	ITEM DESCRIPTION	UNIT		UNIT PRICE		BULK PRICE	BULK QUANTITY		
92	Platform for kiosk and cables*	EA	\$	434.00	\$	389.00	50		
93	Platform for 1 dock (linear)*	EA	\$	297.00	\$	270.00	50		
94	Platform for 1 dock (linear) with complete dock and cable(s)*	EA	\$	1,512.00	\$	1,339.00	300		
95	Platform for 4 docks (linear)*	EA	\$	999.00	\$	5,859.00	50		
96	Platform for 4 docks (linear) with complete docks and cables*	EA	\$	5,859.00	\$	5,135.00	300		
97	Platform for 4 docks (alternate)*	EA	\$	837.00	\$	702.00	100		
98	Platform for 8 docks (alternate)*	EA	\$	1,134.00	\$	1,026.00	100		
99	Platform 90 (linear)*	EA	\$	405.00	\$	340.00	50		
100	Platform for map frame*	EA	\$	289.00	\$	265.00	50		
101	Key stopper plate assy	EA	\$	15.50	\$	14.00	50		

Note: Lines noted with an asterisk ($\mbox{*}$) are not Buy American Act compliant.