

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 16-345-RFP
AMENDMENT NUMBER 7**

This Amendment Number 7 (“Amendment”) is made on the date of execution of the Amendment by the County, and amends Agreement Number 16-345-RFP (hereinafter referred to as the “Agreement”), between Motivate International Inc., 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

Whereas the County and the Contractor desire to amend the Agreement, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Agreement as follows:

I. This Agreement is hereby renewed for the period of July 1, 2020 through June 30, 2021.

II. ATTACHMENT A – SECTION 1 – DEFINITIONS: The following definitions are hereby added:

E-bicycle means a pedal-assist electric Bicycle

E-bicycle Battery means a fuel cell that is attached to or housed within an E-bicycle frame that powers the E-bicycle’s motor

No Parking Zone Event means an E-bicycle Trip that originates within the County and ends outside of the Capital Bikeshare service area, including within a County-designated “no parking” area

Out-of-Station Event means an E-bicycle Trip, other than a No Parking Zone Event, that ends outside of a Station

Trip means a Member renting a Bicycle or E-bicycle for at least sixty (60) seconds

III. ATTACHMENT A – SECTION 1 – DEFINITIONS: The following definition is hereby modified to read:

Equipment means all County-owned physical components provided by, or used by, the Contractor to provide bikesharing Service and to perform the Work. Equipment includes, without limitation, a Station, Bicycle, E-bicycle, E-bicycle Battery, Dock, Technical Platform, Map Frame, Terminal, Battery, Customer Key, and Bicycle and Station spare parts.

IV. ATTACHMENT A – SECTION 2.J.1 – Item d is hereby replaced in its entirety:

d. Funds collected for lost Bicycles, stolen Bicycles, and No Parking Zone Events

V. ATTACHMENT A – SECTION 2.J.1 – Item f is hereby added:

f. Charges for E-bicycle Trips, Out-of-Station Events, and No Parking Zone Events

VI. ATTACHMENT A – SECTION 2.N – STATION REFURBISHMENT – Item 7 is hereby added in its entirety:

7. Station Refurbishment

Upon request by the Project Officer for a specified Station, in accordance with the charges set forth in Attachment B, Section V, the Contractor shall refurbish the Station’s Technical Platforms by brush cleaning rusted areas and repainting the tops and sides of each Technical Platform of the respective Station with a rust-inhibiting paint, in each case on a schedule mutually agreed between County and Contractor. If refurbishment of any Station’s Technical Platforms will require removal of the Technical Platforms, County shall pay Contractor the fees set forth in Attachment B, Section V, as well as an additional fee equal to the hourly rate of \$45.86 for “Field / Labor Tasks” as set forth in Attachment B, Section IV for each hour that the Station is out of service.

The Contractor shall notify the Project Officer of the date(s) of a Station’s refurbishment at least seven (7) days in advance of the work, and whether there will be a partial or full closure of the Station, such that the Project Officer may notify the public. The Contractor shall provide a notification of completion and photo of the Station to the Project Officer the business day after work is completed.

Stations and Docks that are removed from Service for refurbishment for more than seven (7) days are not subject to Operations and Maintenance fees until they are returned to service.

VII. ATTACHMENT A – SECTION 2.BB.3 – The following requirements for revenue reports are hereby added:

Revenue from E-bicycle Trips originating in Arlington

Revenue from Out-of-Station Events ending in Arlington

Revenue from No Parking Zone Events in Arlington

VIII. ATTACHMENT A – SECTION GG – E-BICYCLES, is hereby added in its entirety:

GG. E-BICYCLES

1. E-bicycle Operations

From time to time, the County and Contractor may mutually agree that the Contractor shall deploy E-bicycles, which the Contractor shall operate and maintain in accordance with the second paragraph of Section 2.N.4 and Section 2.N.5 of this Attachment A.

The County shall compensate the Contractor for operations and maintenance of E-bicycles for (i) E-bicycle Trips originating within the County, (ii) Out-of-Station Events for E-bicycle Trips ending within the County outside of a Station, and (iii) No Parking Zone Events for each E-bicycle Trip originating within the County and ending outside of the Capital Bikeshare service area (including

in a County-designated “no parking” area), in accordance with the rates set forth on Attachment B “Pricing Schedule”.

Revenues generated from E-bicycle Trips originating in Arlington, Out-of-Station Events ending in Arlington, and No Parking Zone Events in Arlington are designed to fully pay for the Contractor’s E-bicycle costs as described in Attachment B., Section I.

IX. ATTACHMENT B – SECTION 1 – E-BICYCLE COST, is hereby added in its entirety:

E-bicycle costs:

E-bicycle Trip maintenance cost:

1/47th of the field task rate

E-bicycle Out-of-Station Event maintenance cost:

1/47th of the field task rate

No Parking Zone Event, per ride originating within the County and ending outside of the Capital Bikeshare service area, including within a County-designated “no parking” area:

\$25.00

X. ATTACHMENT B – SECTION V. STATION REFURBISHMENT AND REPAIR – is hereby changed to read:

SECTION V. STATION REFURBISHMENT AND REPAIR

Refurbishment of Technical Platforms on a Station with 15 docks or fewer	\$319.93
Refurbishment of Technical Platforms on a Station with between 16 and 27 docks	\$423.66
Refurbishment of Technical Platforms on a Station with 28 docks or more	\$527.39
Equipment and labor for the replacement of one bollard door	\$63.35
Lexan Sheet Replacement for one side of a Map Frame	\$289.70

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

DocuSigned by:
Shirley Diamon
C9F824FE64CC4AB...

PRINT NAME: SHIRLEY DIAMOND
AND TITLE: PROCUREMENT OFFICER

DATE: 5/27/2020

MOTIVATE INTERNATIONAL INC.

AUTHORIZED
SIGNATURE: _____

DocuSigned by:
Dor Levi
72482F986E11412...

PRINT NAME: DOR LEVI
AND TITLE: HEAD OF LYFT BIKES & SCOOTERS

DATE: 5/27/2020