

AMENDMENT NO. 3 TO THE CONCESSION AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND DECO BIKE, LLC (D/B/A CITI BIKE) FOR THE IMPLEMENTATION, MANAGEMENT AND OPERATION OF A SELF-SERVICE BICYCLE SHARING PROGRAM PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 44-07/08

This Amendment No. 3 (“Amendment”) to the Concession Agreement for a Self-Service Bicycle Rental & Sharing Program pursuant to Request for Proposals (RFP) No. 44-07/08, between the City of Miami Beach, a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 (“City”) and Deco Bike, LLC, (d/b/a Citi Bike) a Florida limited liability company, whose address is 41 NE 17th Terrace, Miami Florida 33132 (“Concessionaire” or “Deco Bike”), dated July 15, 2009 (“Agreement”) is made and entered into this ____ day of _____, 2021 (“Effective Date”):

RECITALS

WHEREAS, on July 16, 2009, Concessionaire and the City executed the Agreement in response to RFP No. 44-07/08 for the delivery and operation of a self-service bicycle rental fleet for public use to be stationed in the public right of way (the “program”); and

WHEREAS, the Agreement requires that Concessionaire implement a program which would enable the public to self-rent bicycles from any or a number of locations (defined as “Concession Areas” in the Agreement) and return them to another Concession Area, on a 24 hour, 365 day a year basis; and

WHEREAS, on July 18, 2012, the City and Concessionaire entered into Amendment No. 1 to the Agreement, extending the term of the Agreement through September 30, 2023 and increasing the operational ceiling to 1100 bicycles on a Citywide basis, modifying the financial terms and approving advertising and sponsorships; and

WHEREAS, on May 12, 2015, the City and Concessionaire executed Amendment No. 2, approving the sponsorship with Citibank, to operate under the program name of “Citi Bike”; and

WHEREAS, in the last few years the popularity and use of electric- assisted bicycles in the United States has grown, and more people are using electric-assisted bikes as a more convenient means of active transportation; and

WHEREAS, the Agreement already includes a provision for use of alternative technologies as part of the current bicycle sharing program, at the City' s sole discretion; and

WHEREAS, on December 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-31105, authorizing the City Manager to negotiate an amendment to the Agreement between the City and Concessionaire for the provision of a docked electric-assisted bicycle sharing pilot program (“Pilot Program”), subject to the City Commission' s approval of the final amendment; and

WHEREAS, on June 23, 2021, the Mayor and City Commission adopted Resolution No. _____, approving Amendment No. 3 to the Agreement; said Amendment approving the implementation, management and operation of a one-year Pilot Program for the operation of up to 100 docked electric-assisted bicycles Citywide within the existing Concession Areas; and

EXHBIT “1”

WHEREAS, the City and Concessionaire desire to amend the Agreement to authorize a replacement of up to 100 regular bikes with up to 100 Program Docked Electric-Assisted Bicycles (as defined in the Scope of Services for the Pilot Program) for a period of twelve (12) months, pursuant to the terms of the Pilot Program, incorporated herein by reference, and attached to this Amendment as Exhibit 16.7.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Concessionaire hereby amend the Agreement as follows:

1. The aforestated recitals are true and correct and incorporated herein by reference.
2. Amended Exhibit 3.1 is hereby deleted in its entirety and replaced with Second Amended Exhibit 3.1, incorporated herein by reference and attached hereto.
3. The Agreement is hereby amended by incorporating a new Exhibit 16.7, a copy of which is attached hereto.
4. Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado
City Clerk

Alina T. Hudak
City Manager

Date

Date

FOR CONCESSIONAIRE:

DECO BIKE, LLC

ATTEST:

By: _____
Bonifacio Diaz, Vice President

Ricardo Pierdant, President

Date

Date

Second Amended Exhibit 3.1

Second Amended Exhibit 3.1
Program Equipment: Bicycle Image & Specs
Base Unit/Stock Image Shown, Subject to Modifications.
Will feature all equipment required by the RFP.

**DECO BIKE BASKET
SPONSORSHIP
FORMAT**

3 Surfaces (outlined here) to accommodate sponsor info/logos on Basket. Total sponsor placement Area limited to 1.5 square feet per basket max.

1. Right Basket Fascia
2. Front Basket Fascia
3. Left Basket Fascia



Deco Bike Custom Cruiser	26" Coaster Brake Model
Frame	6061 PG Aluminum (T4/T6) H/T:50*44*34x132
Fork	CS-9101 Hi Tensile Steel, Integrated Style Crown, Curved Legs with Double Eyelets 28.6x1.4T
Headset	Alloy, 25.4-44-30, Semi Integrated Bearings
Handlebar	Custom, Alloy & Steel
Stem	Alloy, 180mm Quill x 90mm Extension x 30 Degree Rise 25.4mm Barbore
Grips	Black/Grey, 130mm Length
Seat Binder	Alloy Seat Clamp with Quick Release, w/Locking Mech.
Seat Post	Alloy w/Integrated Clamp, 31.8mm x 400mm , Accommodates Riders 5'-6'3"
Saddle	Cionlli 7257 with Chromoly Rails and Elastomer Suspension
Cranks	Alloy 3-Piece Crank with PVC Disc Cover-Grey, 170mm, 42T Steel Ring
Chainring	Steel, 42T x 1/2" x 1/8"
BB	Steel, BC1.37" x 24T. Double Sealed Bearings (Shimano Tool Compatible)
Chain	K.M.C. Z410 Rust Buster, 1/2" x 1/8"
Chain Guard	Steel or alloy
Pedals	VP-LED1, Boron Axle, 9/16"
F-Hub	DH-3N20NT Dynamo Front Hub 12G x 36H, Nuted
R-Hub	Shimano Internal Coaster Brake, 12G x 36H x 3/8" x 150mm Axle
Sprocket / Freewheel	20T x 1/2" x 1/8"
Rims	26" x 1.95"/2.125" x 36H x 12G, Alloy
Spokes	12G Stainless Steel with Brass Nipples
Tires	CST 26 x 1.95"
 Tubes	Tubes with Puncture Sealant, American Schrader Valves,
Kickstand	Alloy
Lighting	Active Front and Rear
Fenders	PC Fender Set. Rear Fender Must have 2 Struts instead of 1 Fender Must also have SW-803G Fender Protector or similar
Bell	Alloy Bell with Plastic Base
Basket	Stainless Steel or Alloy Custom Integrated Basket Structure
Reflectors	4 pieces to Meet CPSC Standards
Bike Weight	36-38 Pounds, Based on Custom Specs
Note	Specs Subject to Change and Modification



Second Amended Exhibit 3.1



Exhibit 16.7

Docked Electric-Assisted Bicycle Sharing Pilot Program Scope of Services

- Program Docked Electric-Assisted Bicycle shall be defined as a bicycle, equipped with two tandem wheels and a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches 12 miles per hour.
- The Pilot Program shall commence within 90 days of the Effective Date of this Amendment (“Roll-out Date”); and conclude after 12 months from the Roll-out Date of this Amendment (“Pilot Program Period”).
- Concessionaire shall operate up to 100 Program Docked Electric-Assisted Bicycles during the Pilot Program Period within the current Concession Areas, and the combined number of regular bicycles and Program Docked Electric-Assisted Bicycles shall never exceed the Operational Ceiling established under the Agreement.
- Concessionaire shall have the discretion of placing and moving Program Docked Electric-Assisted Bicycles across docking stations, identified in Exhibit 2.2 (b) “Concession Area Site List” of the Agreement, depending on the usage and demand of the Program Docked Electric-Assisted Bicycles.
- Concessionaire shall provide the City with monthly reports regarding the usage of the Program Docked Electric-Assisted Bicycles, including the following metrics: number of Program Docked Electric-Assisted Bicycles, number of trips, average trip length, membership vs casual trips, top 10 stations with the highest number of Program Docked Electric-Assisted Bicycle pick-ups and returns.
- Concessionaire shall develop and conduct a user survey to collect data throughout the Pilot Program Period and to document the following metrics: trip purpose, frequency of use, alternative mode choice, and other data points as applicable. The survey shall be distributed by the Concessionaire to users via a mobile application and user emails.
- The Program Docked Electric-Assisted Bicycles shall look similar to the regular Citi Bikes pictured in Amended Exhibit 3.1, “Program Equipment; Bicycles and Specs” of the Agreement, except that they will incorporate an electric motor and battery, a copy of which is incorporated as part of Second Amended Exhibit 3.1, attached hereto.
- Concessionaire shall provide its users with instructions detailing where they are permitted to ride, including applying stickers on the inside of each bicycle basket, on the exterior of each docking station, and on its website, pursuant to the restrictions set forth in Section 70-67 of the City Code.
- Concessionaire agrees to equip the Program Docked Electric-Assisted Bicycles with GPS tracking devices, which may be used by Concessionaire or the City to locate the Program Docked Electric-Assisted Bicycles.