

AMENDMENT NO. 2

This Amendment No. 2 (the "Amendment") to the Agreement between the City of Miami Beach and Skidata, Inc. for the Design, Construction, Installation and Maintenance of a Parking Garage Gated Revenue Control System (ITN 2014-170-SW) (the "Agreement") is made and entered into this 26 day of May 2017, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and SKIDATA, INC. a Delaware corporation, authorized to do business in the state of Florida (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, on September 30, 2015, the Mayor and City Commission adopted Resolution No. 2015-29149, approving execution of an Agreement between the City and Skidata, Inc., pursuant to Invitation to Negotiate (ITN) 2014-170-SW, for a Gated Revenue Control System for the City's parking garages, for an initial term of ten (10) years, with two (2) five (5) year options, at the City's sole discretion; and

WHEREAS, the City and Contractor entered into an Agreement, dated October 15, 2015 (the "Agreement"), for the design, construction, installation, and maintenance of a parking garage gated revenue control system, pursuant to ITN 2014-170-SW; and

WHEREAS, there is a need for non-warranted parts and consumable items that are not covered under the maintenance agreement and would be provided by Skidata at a 21% discount from manufacturer's suggested retail price (MSRP); and

WHEREAS, there is a need for labor hours for work that is not covered under the maintenance agreement and the costs of these labor hours are outlined in the attached Exhibit A; and

WHEREAS, the cost of future software development was not included in the agreement and if needed, will be provided by Skidata at a daily flat fee of \$1,500; and

WHEREAS, the annual cost associated with these additional items, if needed, are subject to funding availability, as may be approved through the City's budgeting process at the City Commission's sole discretion; and

WHEREAS, the equipment installation cost in the proposal is for work during regular business hours and the City is seeking after hour and weekend work for the City Hall garage installation; and

WHEREAS, the costs for the weekend installation is included in the attached Exhibit B and funding is available in the contingency for the project; and

WHEREAS, pursuant to Section 2.5 of the Agreement, the City Manager is authorized to approve the purchase of additional equipment, products, and services (items) to the existing scope of the work, and the parties wish to amend the Agreement to incorporate these additional items.

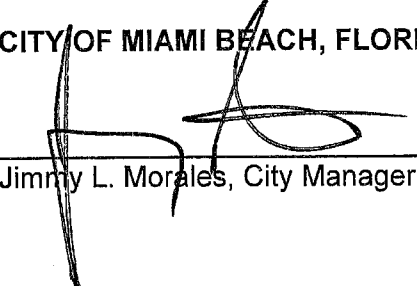
NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit "C" to the Agreement, entitled "Parking and Access Revenue Control System (PARCS) Pricing is hereby amended to add the following new products and costs under the category "OTHER":
 - a. non-warranted parts and consumable items at a 21% MSRP discount;
 - b. labor hours for work that is not otherwise covered under the maintenance agreement, at the rates set forth in Exhibit A;
 - c. software development cost at a daily flat fee of \$1,500; and
 - d. City Hall after hour and weekend installation, at the rates set forth in Exhibit B.
2. All other terms and conditions of the Agreement shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

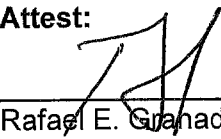
IN WITNESS WHEREOF, the City and Contractor have caused this Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY:

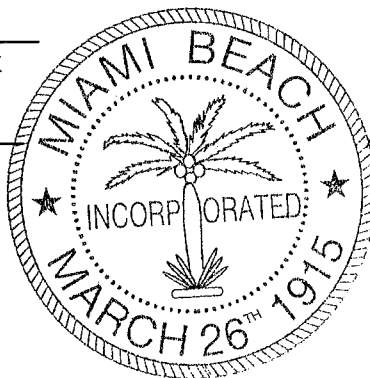
CITY OF MIAMI BEACH, FLORIDA


Jimmy L. Morales, City Manager

Attest:


Rafael E. Granado, City Clerk

June 8, 2017
Date



CONTRACTOR:

SKIDATA, INC.

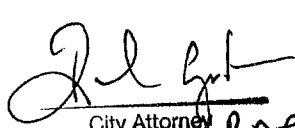

Alexander Christl
PRESIDENT + CEO 05/26/2017
Title


Witness Signature

KEITH LYNCH
Print Name

05/31/17
Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney **RAP**

5/19/17
Date

City of Miami Beach
SKIDATA Service Department
General Information & Contact Listings

Typical service requests include related issues including but limited to; lane equipment operation issues, software issues, computer problems, repairs, damaged equipment replacement, etc.

Regular Service Hours: Monday - Friday 8:00 a.m. to 5:00 p.m.

Off - Hour Service Hours: Monday - Friday 5:01 p.m. to 7:59 a.m.

Saturdays & Sundays: All Day

Every reasonable effort will be made to respond to service requests as specified by the City of Miami Beach - Service and M/A Agreement.

Service Rates

Service Rates - Regular Service Hours \$145.00 per hour per hour billed in half hour increments of \$77.50

System Engineer Rates - Regular Service Hours \$195.00 for the first hour; \$195 per hour billed in half hour increments of \$97.50

- The above Service Rates apply to on-site and remote support.
- Remote rates apply to password changes, issue triaging, creating and/or changing rates/reports.
- For password changes, the remote charge is for 15 minutes minimum.
- Based on the severity of the service request, it is completely at SKIDATA's discretion to determine the level of remote rates to be billed.

After- Hour or Emergency Rates

Monday thru Friday \$180 for the first half hour; \$180 per hour thereafter billed in half hour increments of \$90.00.

Sat., Sun. and Holidays \$390.00 for the first half hour; \$390 per hour thereafter billed in half hour increments of \$195.00.

***NOTE:** *There is a two hour minimum charge for all after-hour or emergency service requests.**

Service Request Contact Numbers

To Request Service *during Normal Hours:*

Call 1-(908)-243-0000 x 2

Or e-mail:

Support.USA@Skidata.com

To Request Service *After-Hours*

Call 1-(848)-459-7495

Note: *To guarantee a response after hours, ALL after-hours service requests MUST go through the after-hours service request line. We cannot guarantee a service response otherwise. Please ensure all attendants and site staff is given the above information to ensure proper response.*

EXHIBIT B



Rocio Alba
Parking administrator
City of Miami Beach
1755 Meridian Ave
Miami Beach, FL 33139

May 2nd, 2017

Re: City of Miami Beach request to change working hours for the G7 Lane conversions to be completed during Non-Standard Business hours. (M – F start after 7PM).

All G7, lane specific island conversion labor to be performed during over-night hours and or weekends. (Booth Removal is not included in this proposal, but must be coordinated with this new scope request)

G7 Island conversion to be completed in 2 phases.

Phase 1: Cost \$3047.50

- Removal of 1 Entry & 1 Exit lane of old lane hardware.
- Layout and mark for new SKIDATA equipment placements.
- Prepare island: Saw cut for new Power and communication conduits where require, saw-cut for new Loop replacement, Install new conduits, loops, back fill and seal open channels.
- Pull new cabling as required, Terminate cabling
- Mount new hardware, and all related accessories for affected lanes.
- Commission for use.
- Test lane functions (LAT testing)
- Open for public use before proceeding.

Phase 2: Cost \$3047.50

- Duplicate all phase 1 steps for the remaining 1 Entry and 1 Exit.

Total Cost of labor is \$6095.00

Cost analysis:

Night work Cost: \$22,200.00

- 2 Entry lanes at \$3000. ea \$6000
- 2 Exit Lanes at \$3000. ea \$6000
- 8 Loops Installations at \$308ea. \$2464.00
- Project Management Night resource per Insurance requirement \$6000.00
- Removal \$1736 for lane equipment

Contract day work for G7: \$16,105.00

Credit differential: \$6095.00