AMENDMENT NO. 1 TO THE DESIGN/BUILD/OPERATE/MAINTAIN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND TRANSCORE ITS, LLC

This Amendment No.1 (Amendment) to the Agreement, dated April 16, 2019, is entered into this ____ day of _____, 2022, by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and TransCore ITS, LLC, a State of Florida limited partnership (the "Design/Build/Operate/Maintain Firm" or "DBOM Firm") and hereby amends the Agreement as follows:

RECITALS

WHEREAS, on October 18, 2017, the Mayor and City Commission adopted Resolution No. 2017-30064, accepting the recommendation of the City Manager to award an agreement, pursuant to Request for Proposals No. 2016-199-KB for Design, Build, Operate, and Maintain Services for an Intelligent Transportation System (ITS) and Smart Parking system (SPS), to TransCore, as the top-ranked proposer, and authorized the Administration to enter into negotiations with TransCore; and

WHEREAS, on April 16, 2019, the City and TransCore executed a Design/Build/Operate/Maintain Agreement for ITS and SPS services; and

WHEREAS, following the issuance of Notice to Proceed by the City in 2019, TransCore commenced design of all components of the project; however, the project schedule including design, permitting, manufacturing, and installation of ITS infrastructure, devices, and communication systems has been significantly affected in 2020 due to the COVID-19 Pandemic; and

WHEREAS, at this time, TransCore has successfully completed the design and has commenced construction of permitted components of phases 1 and 2 of the project; and

WHEREAS, under the current Agreement, the warranty period on devices and system components installed as part of the project does not start until the devices or systems have been installed and accepted by the City; and

WHEREAS, the contract term of the current agreement is for eight (8) years with a five (5) year extension at the City's discretion; and

WHEREAS, given the delay to the project schedule due to the pandemic, an extension of the contract term by two (2) years will enable TransCore to recoup this time and operate and maintain the devices for the originally anticipated time following installation, and for the maximum allowable time; and

WHEREAS, as part of the permitting phase, DTPW has requested that TransCore assume responsibility of the maintenance of the affected traffic signals during the construction phase of the ITS project; and

WHEREAS, the contract amendment will enable TransCore to assume these responsibilities which were not originally included in the contract, on as-needed basis, at an estimated cost of not-to-exceed $150,000; and

WHEREAS, following denial by DTPW for the installation of a Bluetooth sensors on a County streetlight pole on the Venetian Causeway, TransCore is pursuing installation of the Bluetooth sensor as a stand-alone device on a dedicated pole in proximity to the original location, at an approximate cost of $56,000; and

WHEREAS, the contract amendment will allow for the City to advance the traffic monitoring and management phase/services and use TransCore resources included in the existing project scope during special events and high impact periods while the ITS project is in construction, using existing devices; and

WHEREAS, given that the original contract did not include any contingency, this amendment seeks to allocate $600,000 (approximately 5% of the total project cost) as the contingency which would cover the cost of any required change order associated with the design and construction of phases 1 and 2 of the project; and

WHEREAS, on September 14, 2022 the Mayor and City Commission adopted Resolution No. 2022-XXXXX approving Amendment No. 1 to the DBOM Agreement with the TRANSCORE ITS, LLC, said amendment **(**1) extending the contract time for two (2) additional years; (2) expanding the scope of work to include (i) temporary maintenance of Miami-Dade County traffic signals, on an as-needed basis, during construction services, in the approximate amount of $150,000; (ii) temporary traffic monitoring/management services during special events; and (iii) installation of a Bluetooth sensor, in the approximate amount of $56,000, for a total additional project cost for phases 1 and 2, in the approximate amount of $206,000; and approving a $600,000 contingency to cover the cost of any required change order in connection with the design and construction of phases 1 and 2 of the project; and further authorizing the City Manager and City Clerk to finalize and execute the amendment.

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 the DBOM Firm hereby agree to amend the Agreement as follows:

1. **ABOVE RECITALS.**
   The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**
   The Agreement is hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

   (a) Article 2.5. Term of the Agreement is hereby modified as follows:

   This agreement shall take effect on April 16, 2019 ~~the Effective Date~~, and shall remain in effect for a period of ~~eight (8)~~ ten (10) years thereafter, unless terminated earlier pursuant to the terms of this Agreement. At any time prior to the expiration of this Agreement, the City Manager, at his sole discretion, may

renew this Agreement for a period of five (5) years on mutual agreement with the DBOM Firm. Eighteen (18) months prior to the completion of the current term of the Agreement, the City and the DBOM Firm agree to formalize a renewal plan or a transition plan if project close-out is commenced in order to determine appropriate system renewal, replacement requirements, and/or hand back requirements to be negotiated by the City and the DBOM Firm at the City's sole option.

(b) Subsection (a) titled "Objective" of Section 3.6 titled "Operations Services" of Article 3 is hereby modified as follows:

The purpose of this Contract is to provide full operations and monitoring for the City's ITS and SPS Program commencing with the System Acceptance as the ITS and SPS devices become operational and additional devices are added to the program and the O&M NTP is received. At the City's sole discretion, the City may provide partial O&M NTP to the DBOM Firm for operations using existing devices prior to System Acceptance of the ITS and SPS devices. The DBOM Firm will provide the appropriate staff necessary to manage and operate the ITS and SPS for the City at the City's Traffic Management Center (TMC) and provide the necessary training and supervision of the operations staff. The DBOM Firm will be responsible to oversee the operations of the ITS and SPS and ensure that it conforms to the Standard Operating Guidelines (SOG) and Standard Operating Procedures (SOP) developed by the DBOM Firm and approved by the City. Operations shall include, but are not limited to the following:

i Achieve measurable improvements for all users of the ITS and SPS
ii Provide operations and monitoring of all ITS and SPS devices within the project limits
iii Provide real-time traveler information
iv Provide arterial traffic incident management
v Facilitate the implementation of improved signal operations through coordination with the local signal operating maintaining agency
vi Provide emergency management coordination
vii Provide notifications to/coordination with incident responders (i.e. law enforcement, Fire Rescue, City personnel, FOOT personnel, County personnel, etc.)
viii Provide maintenance reports on ITS and SPS infrastructure
ix Provide coordination with other TM Cs
x Provide performance measures and monthly, quarterly, and annual reports
xi Create, modify, maintain, and archive databases used to store data necessary to perform performance measure analysis and other ITS and SPS related statistical analysis
xii Monitor weather alarms and alerts
xiii Provide statewide ITS related coordination
xiv Provide coordination with FOOT ITS and freeway management program
xv Administer a resource allocation plan, ensuring the appropriate resources are available and provide periodic task schedules for the project

xvi Provide adequate staff and resources for all tasks and activities throughout the duration of the Contract and provide a Management Program and Staffing Plan for operations

xvii Assist with inventory databases for equipment residing within the TMC and all equipment necessary for the operation of the ITS and SPS

Additionally, the City can, at its sole discretion, introduce new scope of work associated with event traffic monitoring and management services permitting the partial NTP for O&M services to start prior to construction activities being completed.

(c) Subsection (a) titled "Objective" of Section 3.7 titled "Maintenance Services" of Article 3 is hereby modified as follows:

DBOM Firm shall be responsible for all maintenance services required herein, to ensure a continuous (24 x 7 x 365) system operation and functionality of all components of the Project, and which shall include DBOM Firm's maintenance of all devices, including emergency support devices, and infrastructure installed as a part of the Project, including but not limited to, closed-circuit television (CCTV) cameras, dynamic message signs (DMS), vehicle detection systems (VDS), travel time devices, backbone and edge switches, wireless communication devices, communications, terminal servers, gas and diesel power generators, uninterruptible power supplies (UPS), camera lowering systems, control cabinets, communications hubs, ancillary facilities, environmental condition equipment, device structures, portable/arterial dynamic message signs, all related hardware, software, and firmware for the system deployed and or utilized for the City's transportation management system ("Maintenance Services"). The City reserves the right to increase or decrease the coverage area or coverage hours which the DBOM Firm monitors for maintenance. At the City's sole direction, the maintenance services may also include the temporary diagnostics, oversight, and maintenance services for Miami Dade County's Signal System during construction/installation of the City's ITS devices on County infrastructure. The coverage area and coverage hours shall be proposed annually by the DOBM Firm and may be adjusted in writing by the City during the course of the year as anticipated or actual needs change. Should the coverage area/hours vary from the coverage area/hours proposed in the Guaranteed Maximum Price as defined in Article 7, a Change Order or deductive Change Order, as appropriate, shall be issued to reflect the changes in the Work, with the amounts associated with such Change Order determined based the percentage of devices added or removed from the coverage area or on the percentage of increase or decrease in coverage hours. The DBOM Firm shall provide all labor, material, and incidentals required to complete the Maintenance Services including, but not limited to, the following:

i Inventory control documentation;

ii Device documentation management;

iii Diagnostics and troubleshooting;

iv Technical systems support;

v Device installations and calibration;
vi Repairs and parts replacement;
vii Emergency response repair;
viii Software and firmware revision maintenance;
ix Electrical work: inspection, repairs, new installation, and grounding;
x Communications work: inspection, repairs, new installation, testing;
xi Conduit work: repair, replacement, installation, directional boring;
xii Generators: storage, placement, maintenance, re-fueling;
xiii Data and communications cabling;
xiv Asset Management System maintenance;
xv As-Built revision maintenance in CAD; and
xvi Maintenance project management/contract administration.

(d) Section 7.1 titled “Contract Price” of Article 7 is hereby modified as follows:

In full consideration of the complete performance of the Work and all other obligations of the DBOM Firm under the Contract Documents and subject to the issuance of Notices to Proceed for Phases 1 through 6 as provided in Section 6.1, City agrees to pay the DBOM Firm the total GMP amount stipulated herein in the amount of Twenty-Five Million Dollars ($25,000,000) ('Total Contract Price"). The initial contract price for the design and construction of Phase 1 and Phase 2 is ~~$12,468,178~~ $12,304,661.17 ("Initial Contract Price"). Except for the Initial Contract Price (for Phase 1 and Phase 2), all Work for all other Phases shall be subject to a funding appropriation by the City Commission, at its sole and absolute discretion, as provided in Section 6.1. Unless such funding is identified by the City Commission, Contractor shall have no entitlement, and City shall have no obligation to Contractor, with respect to any Phase (other than the design and construction of Phase 1 and Phase 2).

(e) A new section 7.8 of Article is being added to the contract:

7.8. City’s Contingency Amount. As part of the Amendment No. 1 to the contract, $600,000 was allocated to City’s contingency.

(f) Appendix G to the Agreement is deleted in its entirety and replaced with the attached Amended Appendix G.

(g) Appendix H to the Agreement is deleted in its entirety and replaced with the attached Amended Appendix H.

3. RATIFICATION.
Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: _____ _____
Rafael E. Granado, City Clerk **Dan Gelber, Mayor**

_____
Date

FOR CONSULTANT/CONTRACTOR: **(name of Consultant/contractor)**

ATTEST:

By: _____ _____
Secretary **President**

_____ _____
Print Name Print Name

_____
Date