

RESOLUTION NO. 2022-32408

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 2022-32297, WHICH APPROVED AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND TRANSCORE ITS, LLC, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-199-KB FOR THE DESIGN, BUILD, OPERATION, AND MAINTENANCE SERVICES FOR AN INTELLIGENT TRANSPORTATION AND SMART PARKING SYSTEM; SAID AMENDMENT MODIFYING ITEM NO. 4 OF THE RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE EXPENDITURES FOR TEMPORARY TRAFFIC MONITORING/MANAGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED \$500,000 PER YEAR, SUBJECT TO FUNDING AVAILABILITY, IN ORDER TO PROVIDE THE ADMINISTRATION WITH THE ABILITY TO EFFICIENTLY MANAGE TRAFFIC DURING HIGH IMPACT PERIODS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND RELATED SERVICE ORDERS.

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, ITS, LLC ("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 ("Agreement"), for a total Guaranteed Maximum Price of \$25,000,000.00 ("Total Contract Price"), with an Initial Contract Price, in the amount of \$12,468,178.00, for the design and construction of Phase 1 and Phase 2 of the project; and

WHEREAS, the work associated with this project includes the installation of various ITS devices supporting a traveler information system, such as freeway dynamic message signs, arterial dynamic message signs along major thoroughfares, real-time data collection devices throughout the City, closed-circuit television cameras to support situational awareness and traffic monitoring and SPS devices at 10 City parking garages and 5 surface parking lots to disseminate real-time parking availability; and

WHEREAS, once completed, this network will give the City the ability to monitor and manage traffic congestion and report real-time traffic and parking conditions to motorists; and

WHEREAS, the project planning and design development phases were closely coordinated with the Florida Department of Transportation (FDOT) and Miami-Dade County Department of Transportation and Public Works (DTPW); and

WHEREAS, the first phase of the ITS/SPS project, currently in construction, consists of nearly 20 miles of the City's arterial roadway network, which will be managed in real-time from a Transportation Management Center (TMC) established in conjunction with the FDOT SunGuide TMC located at FDOT District 6; and

WHEREAS, a future phase of the ITS/SPS project is proposed to provide coverage along all major thoroughfares in the City; 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 includes design, permitting, manufacturing, and installation of ITS infrastructure, devices, and communication systems, all of which were significantly affected in 2020 due to the COVID-19 Pandemic; and

WHEREAS, on October 23, 2020, the parties agreed to reduce the scope of work pursuant to a change order, in the amount of \$369,795.38; 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 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 term of the Agreement is for eight (8) years with a five (5) year extension at the City's discretion; and

WHEREAS, the contract end dates and end-of-life cycles for the equipment are industry standard for the ITS and SPS projects; and

WHEREAS, given the delay to the project schedule due to the pandemic, an extension of the contract term by two (2) years would 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, to reduce the number of pole structures to be installed in City rights-of-way and reduce capital and operating costs, the project includes the installation of cameras and other equipment on existing traffic signal mast arms, property of the DTPW; 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, on an as-needed basis, which was not originally included in the Agreement, at an estimated cost of \$150,000.00; and

WHEREAS, following denial by DTPW for the installation of Bluetooth sensors on a County streetlight pole on the Venetian Causeway, TransCore requested authorization to pursue the 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 \$56,000.00; and

WHEREAS, pursuant to the Agreement, the City Manager may approve change orders or other amendments to the contract term or contract price up to an amount equal to the total amount remaining in the project contingency; and

WHEREAS, given that the Agreement did not include any contingency, the proposed Amendment No. 1 incorporates an allocation of \$600,000.00 (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, the proposed Amendment No. 1 increases the Initial Contract Price for phases 1 and 2 from \$12,468,178.00 to \$12,904,661.17 (\$12,468,178.00 – \$369,795.38 +

\$56,278.55 + \$150,000.00 + \$600,000.00), utilizing previously approved funding for this capital project; and

WHEREAS, on September 14, 2022, the Mayor and City Commission adopted Resolution No. 2022-32297, approving Amendment No. 1 to the Agreement; 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 during construction of the project, in the approximate amount of \$150,000.00; and (ii) installation of a Bluetooth sensor, in the approximate amount of \$56,000.00, for a total approximate sum of \$206,000.00; (3) approving a \$600,000.00 contingency to cover the cost of any required change orders in connection with the design and construction of phases 1 and 2 of the project, thereby increasing the Initial Contract Price for phases 1 and 2 of the project from \$12,468,178.00 to \$12,904,661.17, including the \$600,000 contingency, utilizing previously approved funding for this project; and (4) adding temporary traffic monitoring/management services, on an as-needed basis during construction, subject to funding availability, provided that the cost of these services does not exceed the City Manager's purchasing authority under the City Code; and further authorizing the City Manager to execute the Amendment and subsequent related service orders; and

WHEREAS, while the ITS project is in construction, the City Administration anticipates the need for traffic monitoring and management services during special events and other high impact periods, and anticipates that the funding amounts needed to address these services may exceed the City Manager's purchasing authority amount under the City Code; and

WHEREAS, the City Manager recommends amending Resolution No. 2022-32297, approving Amendment No. 1 to the Agreement, in the form attached to the City Commission Memorandum accompanying this Resolution, that includes authorizing the City Manager to approve expenditures for temporary traffic monitoring/management services, in an amount not to exceed \$500,000.00 per year, subject to funding availability, in order to provide the Administration with the ability to efficiently manage traffic during high impact periods, on an as needed basis, while the ITS project is in construction.

NOW, THEREFORE, BE IT RESLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby amend Resolution No. 2022-32297, which approved Amendment No. 1 to the Agreement between the City and Transcore ITS, LLC, pursuant to Request for Proposals (RFP) No. 2016-199-KB for the Design, Build, Operation, and Maintenance Services for an Intelligent Transportation and Smart Parking System; said Amendment modifying item No. 4 of the Resolution to authorize the City Manager to approve expenditures for temporary traffic monitoring/management services, in an amount not to exceed \$500,000 per year, subject to funding availability, in order to provide the Administration with the ability to efficiently manage traffic during high impact periods; and further authorize the City Manager to execute the Amendment and related service orders.

PASSED and ADOPTED this 16th day of November 2022.

ATTEST:



Rafael E. Granado, City Clerk

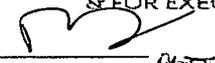




Dan Gelber, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

NOV 17 2022



City Attorney *gpc* 11-8-22
Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: November 16, 2022

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 2022-32297, WHICH APPROVED AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND TRANSORE ITS, LLC, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-199-KB FOR THE DESIGN, BUILD, OPERATION, AND MAINTENANCE SERVICES FOR AN INTELLIGENT TRANSPORTATION AND SMART PARKING SYSTEM; SAID AMENDMENT MODIFYING ITEM NO. 4 OF THE RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE EXPENDITURES FOR TEMPORARY TRAFFIC MONITORING/MANAGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED \$500,000 PER YEAR, SUBJECT TO FUNDING AVAILABILITY, IN ORDER TO PROVIDE THE ADMINISTRATION WITH THE ABILITY TO EFFICIENTLY MANAGE TRAFFIC DURING HIGH IMPACT PERIODS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND RELATED SERVICE ORDERS.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

BACKGROUND/HISTORY

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.

On April 16, 2019, the City and TransCore executed a Design/Build/Operate/Maintain Agreement for ITS and SPS services. The work associated with this project includes the installation of various ITS devices supporting Traveler Information System, consisting of two (2) Freeway Dynamic Message Signs on the MacArthur and Julia Tuttle causeways, 24 Arterial Dynamic Message Signs along major thoroughfares, and real-time data collection devices at 23 locations throughout the City. In addition, 21 Closed-Circuit Television cameras will be installed to support situational awareness and traffic monitoring. Furthermore, SPS devices will be installed at 10 city parking garages and five (5) surface parking lots to disseminate real-time parking availability. Once completed, this network will give the City the ability to monitor and manage traffic congestion along major thoroughfares and report real-time traffic and parking conditions to motorists.

The project planning and design development phases were closely coordinated with the Florida Department of Transportation (FDOT) and Miami-Dade County Department of Transportation and Public Works. Phases 1 and 2 of the ITS/SPS project, currently in construction, consist of nearly 20 miles of the City's arterial roadway network which will be managed in real-time from a Transportation Management Center (TMC) established in conjunction with the FDOT SunGuide TMC located at the FDOT District 6 headquarter. Future phases of the ITS/SPS project will provide coverage along all the remaining major thoroughfares in the City.

ANALYSIS

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 was significantly affected in 2020 due to the COVID-19 pandemic.

At this time, TransCore has successfully completed the design and commenced construction of permitted components of phases 1 and 2 of the project. However, an amendment to the contract is necessary for the following reasons:

Contract Term Extension

The contract term of the current agreement is for eight (8) years with a five (5) year extension at the City's discretion. The contract end dates and end-of-life cycles for the equipment are industry standard for the ITS and SPS projects. 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. Given the delay to the project schedule due to the pandemic, an extension of the contract term by two (2) years is warranted and advantageous to enable TransCore to recoup this time and operate and maintain the devices for the originally anticipated duration following installation, and for the maximum allowable time.

Temporary Maintenance of Traffic Signals

To reduce the number of pole structures to be installed in City rights-of-way and reduce capital and operating costs, the project includes the installation of cameras and other equipment on existing traffic signal mast arms, property of the Miami-Dade County Department of Transportation and Public Works (DTPW). 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. The contract amendment will enable TransCore to assume these responsibilities which were not originally included in the contract, on an as-needed basis. The estimated cost associated with this task is \$150,000.

Installation of Bluetooth Sensor

Following denial by DTPW for the installation of a Bluetooth sensor 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. The estimated cost associated with this task is \$56,000.

High Impact Period Traffic Monitoring and Management Services

The contract amendment will allow the City to use TransCore resources for traffic monitoring and management services during special events and high impact periods, using existing devices while the ITS project is in construction, in an amount not to exceed \$500,000 annually. Funds for these services are included in the Transportation and Mobility Department's Operating Budget on an annual basis.

While Resolution No. 2022-32297 (attached) authorized the Administration to use TransCore for traffic monitoring and management services during special events and high impact periods on an as-needed basis, it limited such engagement to the City Manager's purchasing authority amount under the City Code. **This amended Resolution authorizes the City Manager to approve expenditures for temporary traffic monitoring/management services, estimated to cost approximately \$500,000 per year, subject to funding availability, in order to provide the Administration with the ability to efficiently manage traffic on major thoroughfares during high impact periods.**

Contingency

Finally, pursuant to the current Agreement, the City Manager or Contract Administrator may approve change orders or other amendments to the contract term or contract price up to an amount equal to the total amount remaining in the project contingency. 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 amount to cover the cost of any required change order associated with the design and construction of phases 1 and 2 of the project. Funding associated with the contingency cost is available as part of this capital project.

SUPPORTING SURVEY DATA

According to the 2022 Resident Survey, 76.9% of residents use their personal vehicle as a primary mode of transportation for trips within Miami Beach (7% increase as compared to the 2019 survey); and 84.3% use their personal vehicle as a primary mode of transportation for the cross-causeway trips (5% increase as compared to the 2019 survey).

FINANCIAL INFORMATION

Costs associated with the design and construction of the ITS/SPS project are included in Capital Project No. 28080. Funding associated with the annual operation and maintenance of the ITS/SPS project, including temporary traffic monitoring and management services during high impact periods, is included in the Transportation and Mobility Department's FY 2022/2023 Operating Budget and will be requested in future years through the budget process.

Amount(s)/Account(s):

- 158-9615-069357-26-410-530-00-00-28080
- 187-9615-069357-26-410-530-00-00-28080
- 158-9615-061357-26-410-530-00-00-28080

CONCLUSION

The ITS/SPS project will utilize state-of-the-art technology to monitor and manage traffic congestion throughout the City more effectively and efficiently as well as to disseminate real-time traffic and parking information to motorists, thus improving mobility and quality-of-life for our residents, visitors, and workforce.

In order for the City to meet key project milestones and advance the implementation of the ITS/SPS project, the Administration recommends that the Mayor and City Commission adopt the Resolution.

Applicable Area

Citywide

Is this a "Residents Right

Does this item utilize G.O.

**to Know" item, pursuant to
City Code Section 2-14?**

No

Bond Funds?

No

Strategic Connection

Mobility - Address traffic congestion.

Legislative Tracking

Transportation and Mobility

ATTACHMENTS:

Description

- Resolution 2022-32297
- Resolution
- Amendment No. 1

RESOLUTION NO. 2022-32297

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND TRANSCORE ITS, LLC, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-199-KB FOR THE DESIGN, BUILD, OPERATION, AND MAINTENANCE SERVICES FOR AN INTELLIGENT TRANSPORTATION AND SMART PARKING SYSTEM; 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 DURING CONSTRUCTION OF THE PROJECT, IN THE APPROXIMATE AMOUNT OF \$150,000.00; AND (II) INSTALLATION OF A BLUETOOTH SENSOR, IN THE APPROXIMATE AMOUNT OF \$56,000, FOR A TOTAL APPROXIMATE SUM OF \$206,000.00; AND (3) APPROVING A \$600,000.00 CONTINGENCY TO COVER THE COST OF ANY REQUIRED CHANGE ORDERS IN CONNECTION WITH THE DESIGN AND CONSTRUCTION OF PHASES 1 AND 2 OF THE PROJECT, THEREBY INCREASING THE INITIAL CONTRACT PRICE FOR PHASES 1 AND 2 OF THE PROJECT FROM \$12,468,178.00 TO \$12,904,661.17, INCLUDING THE \$600,000 CONTINGENCY, UTILIZING PREVIOUSLY APPROVED FUNDING FOR THIS PROJECT; AND (4) ADDING TEMPORARY TRAFFIC MONITORING/MANAGEMENT SERVICES, ON AN AS-NEEDED BASIS DURING CONSTRUCTION, SUBJECT TO FUNDING AVAILABILITY, AND PROVIDED THAT THE COST OF THESE SERVICES DOES NOT EXCEED THE CITY MANAGER'S PURCHASING AUTHORITY UNDER THE CITY CODE; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND SUBSEQUENT RELATED SERVICE ORDERS.

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, ITS, LLC ("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 ("Agreement"), for a total Guaranteed Maximum Price of \$25,000,000.00 ("Total Contract Price"), with an Initial Contract Price, in the amount of \$12,468,178.00, for the design and construction of Phase 1 and Phase 2 of the project; and

WHEREAS, the work associated with this project includes the installation of various ITS devices supporting a traveler information system, such as freeway dynamic message signs, arterial dynamic message signs along major thoroughfares, real-time data collection devices throughout the City, closed-circuit television cameras to support situational awareness and traffic

monitoring and SPS devices at 10 City parking garages and 5 surface parking lots to disseminate real-time parking availability; and

WHEREAS, once completed, this network will give the City the ability to monitor and manage traffic congestion and report real-time traffic and parking conditions to motorists; and

WHEREAS, the project planning and design development phases were closely coordinated with the Florida Department of Transportation (FDOT) and Miami-Dade County Department of Transportation and Public Works (DTPW); and

WHEREAS, the first phase of the ITS/SPS project, currently in construction, consists of nearly 20 miles of the City's arterial roadway network, which will be managed in real-time from a Transportation Management Center (TMC) established in conjunction with the FDOT SunGuide TMC located at FDOT District 6; and

WHEREAS, a future phase of the ITS/SPS project is proposed to provide coverage along all major thoroughfares in the City; 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 includes 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, on October 23, 2020, the parties agreed to reduce the scope of work pursuant to a change order, in the amount of \$369,795.38; 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 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 term of the Agreement is for eight (8) years with a five (5) year extension at the City's discretion; and

WHEREAS, the contract end dates and end-of-life cycles for the equipment are industry standard for the ITS and SPS projects; 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, to reduce the number of pole structures to be installed in City rights-of-way and reduce capital and operating costs, the project includes the installation of cameras and other equipment on existing traffic signal mast arms, property of the DTPW; 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, on an as-needed basis, which was not originally included in the Agreement, at an estimated cost of \$150,000.00; and

WHEREAS, following denial by DTPW for the installation of Bluetooth sensors on a County streetlight pole on the Venetian Causeway, TransCore is pursuing the 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 \$56,000.00; and

WHEREAS, the proposed Amendment will permit the City to advance the traffic monitoring and management phase/services and use TransCore resources, included in the existing project scope, on an as-needed basis, including during special events and high-impact periods, while the ITS project is in construction; and

WHEREAS, the cost for these traffic monitoring services is to be negotiated between the City and TransCore and will be paid from the Transportation and Mobility Department's operating budget on an annual basis; provided that the limit does not exceed the City Manager's purchasing authority under the City Code; and

WHEREAS, pursuant to the Agreement, the City Manager may approve change orders or other amendments to the contract term or contract price up to an amount equal to the total amount remaining in the project contingency; and

WHEREAS, given that the Agreement did not include any contingency, the proposed Amendment seeks to allocate \$600,000.00 (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, the proposed Amendment increases the Initial Contract Price for phases 1 and 2 from \$12,468,178.00 to \$12,904,661.17 ($\$12,468,178.00 - \$369,795.38 + \$56,278.55 + \$150,000.00 + \$600,000.00$), utilizing previously approved funding for this capital project, and delegates to the City Manager the authority to approve service orders authorized under the Amendment; and

WHEREAS, based upon the foregoing, the City Manager recommends approving, in substantial form, the Amendment, a draft copy of which is attached to the City Commission Memorandum accompanying this Resolution.

NOW, THEREFORE, BE IT RESLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in substantial form, Amendment No. 1 to the Agreement between the City and TransCore ITS, LLC, pursuant to Request for Proposals (RFP) No. 2016-199-KB for the Design, Build, Operation, and Maintenance Services for an Intelligent Transportation and Smart Parking System; 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 during construction of the project, in the approximate amount of \$150,000.00; and (ii) installation of a Bluetooth sensor, in the approximate amount of \$56,000.00, for a total approximate sum of \$206,000.00; and (3) approving a \$600,000.00 contingency to cover the cost of any required change orders in connection with the design and construction of phases 1 and 2 of the project, thereby increasing the Initial Contract Price for phases 1 and 2 of the project from \$12,468,178.00 to \$12,904,661.17, including the \$600,000 contingency, utilizing previously

approved funding for this project; and (4) adding temporary traffic monitoring/management services, on an as-needed basis during construction, subject to funding availability, and provided that the cost of these services does not exceed the City Manager's purchasing authority under the City Code; and further authorize the City Manager to execute the Amendment and subsequent related service orders.

PASSED and **ADOPTED** this 14th day of September 2022.

ATTEST:



Rafael E. Granado, City Clerk

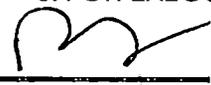




Dan Gelber, Mayor

SEP 21 2022

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 

9-1-22

Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: September 14, 2022

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND TRANSCORE ITS, LLC, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-199-KB FOR THE DESIGN, BUILD, OPERATION, AND MAINTENANCE SERVICES FOR AN INTELLIGENT TRANSPORTATION AND SMART PARKING SYSTEM; 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 DURING CONSTRUCTION OF THE PROJECT, IN THE APPROXIMATE AMOUNT OF \$150,000.00; AND (II) INSTALLATION OF A BLUETOOTH SENSOR, IN THE APPROXIMATE AMOUNT OF \$56,000, FOR A TOTAL APPROXIMATE SUM OF \$206,000.00; AND (3) APPROVING A \$600,000.00 CONTINGENCY TO COVER THE COST OF ANY REQUIRED CHANGE ORDERS IN CONNECTION WITH THE DESIGN AND CONSTRUCTION OF PHASES 1 AND 2 OF THE PROJECT, THEREBY INCREASING THE INITIAL CONTRACT PRICE FOR PHASES 1 AND 2 OF THE PROJECT FROM \$12,468,178.00 TO \$12,904,661.17, INCLUDING THE \$600,000 CONTINGENCY, UTILIZING PREVIOUSLY APPROVED FUNDING FOR THIS PROJECT; AND (4) ADDING TEMPORARY TRAFFIC MONITORING/MANAGEMENT SERVICES, ON AN AS-NEEDED BASIS DURING CONSTRUCTION, SUBJECT TO FUNDING AVAILABILITY, AND PROVIDED THAT THE COST OF THESE SERVICES DOES NOT EXCEED THE CITY MANAGER'S PURCHASING AUTHORITY UNDER THE CITY CODE; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND SUBSEQUENT RELATED SERVICE ORDERS.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the Resolution approving Amendment No. 1 to the Agreement with TransCore ITS, LLC (TransCore).

BACKGROUND/HISTORY

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.

On April 16, 2019, the City and TransCore executed a Design/Build/Operate/Maintain Agreement for ITS and SPS services. The work associated with this project includes the installation of various ITS devices supporting Traveler Information System, consisting of 2 Freeway Dynamic Message Signs on the MacArthur and Julia Tuttle causeways, 24 Arterial Dynamic Message Signs along major thoroughfares, and real-time data collection devices at 23 locations throughout the City. In addition, 21 Closed-Circuit Television cameras will be installed to support situational awareness and traffic monitoring. Furthermore, SPS devices will be installed at 10 city parking garages and 5 surface parking lots to disseminate real-time parking availability. Once completed, this network will give the City the ability to monitor and manage traffic congestion and report real-time traffic and parking conditions to motorists.

The project planning and design development phases were closely coordinated with the Florida Department of Transportation (FDOT) and Miami-Dade County Department of Transportation and Public Works. The first phase of the ITS/SPS project, currently in construction, consists of nearly 20 miles of the City's arterial roadway network which will be managed in real-time from a Transportation Management Center (TMC) established in conjunction with the FDOT SunGuide TMC located at FDOT District 6. A future phase of the ITS/SPS project is proposed to provide coverage along all major thoroughfares in the City.

ANALYSIS

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.

At this time, TransCore has successfully completed the design and has commenced construction of permitted components of phases 1 and 2 of the project. However, an amendment to the contract is necessary for the following reasons:

Contract Term Extension

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. The contract term of the current agreement is for eight (8) years with a five (5) year extension at the City's discretion. The contract end dates and end-of-life cycles for the equipment are industry standard for the ITS and SPS projects. 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.

Temporary Maintenance of Traffic Signals

To reduce the number of pole structures to be installed in City rights-of-way and reduce capital and operating costs, the project includes the installation of cameras and other equipment on

existing traffic signal mast arms, property of the Miami-Dade County Department of Transportation and Public Works (DTPW). 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. The contract amendment will enable TransCore to assume these responsibilities which were not originally included in the contract, on as-needed basis. The estimated cost associated with this task is not-to-exceed \$150,000.

Installation of Bluetooth Sensor

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. The total cost associated with this change is estimated to be \$56,000.

Special Event Traffic Monitoring and Management Services

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. The cost for these services is to be negotiated between the City and Transcore for each special event. Funds for these services are included in the Transportation and Mobility Department's Operating Budget on an annual basis.

Contingency

Finally, pursuant to the current Agreement, the City Manager or Contract Administrator may approve change orders or other amendments to the contract term or contract price up to an amount equal to the total amount remaining in the project contingency. 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. Funding associated with this amendment is available as part of this capital project.

SUPPORTING SURVEY DATA

According to the 2022 Resident Survey, 76.9% of residents use their personal vehicle as a primary mode of transportation for trips within Miami Beach (7% increase as compared to the 2019 survey); and 84.3% use their personal vehicle as a primary mode of transportation for the cross-causeway trips (5% increase as compared to the 2019 survey).

FINANCIAL INFORMATION

Costs associated with the design and construction of the ITS/SPS project are included in Capital Project No. 28080. Costs associated with the annual operation and maintenance of the ITS/SPS project will be included in the Transportation and Mobility Department's Operating Budget in FY 2022/23 and future years.

Amount(s)/Account(s):

158-9615-069357-26-410-530-00-00-28080

187-9615-069357-26-410-530-00-00-28080

158-9615-061357-26-410-530-00-00-28080

CONCLUSION

Once completed, the ITS/SPS project will utilize state-of-the-art technology to monitor and manage traffic congestion throughout the City more effectively and efficiently as well as to

disseminate real-time traffic and parking information to motorists, thus improving mobility and quality-of-life for our residents, visitors, and workforce.

In order for the City to meet key project milestones and advance the implementation of the ITS/SPS project, the Administration recommends that the Mayor and City Commission adopt the Resolution approving Amendment No. 1 to the Agreement with TransCore.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Mobility - Address traffic congestion.

Legislative Tracking

Transportation and Mobility

ATTACHMENTS:

Description

- Draft Amendment No. 1
- Resolution

**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

**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 (the "Amendment") to the Design/Build/Operate/Maintain Agreement, dated April 16, 2019 (the "Agreement"), 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 (the "City"), and TransCore ITS, LLC, a State of Florida limited liability company (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 the DBOM Firm, as the top-ranked proposer; and

WHEREAS, on April 16, 2019, the City and the DBOM Firm executed a Design/Build/Operate/Maintain Agreement ("Agreement") for ITS and SPS services for a total Guaranteed Maximum Price of \$25,000,000.00 ("Total Contract Price"), with an Initial Contract Price, in the amount of \$12,468,178.00, for the design and construction of Phase 1 and Phase 2 of the project; and

WHEREAS, following the issuance of Notice to Proceed by the City in 2019, the DBOM Firm 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, the DBOM Firm has successfully completed the design and has commenced construction of permitted components of phases 1 and 2 of the project; and

WHEREAS, under the 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 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 the DBOM Firm 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, the Miami-Dade County Department of Transportation and Public Works (DTPW) has requested that the DBOM Firm assume responsibility of the maintenance of the affected traffic signals during the construction phase of the ITS project, at an estimated cost of \$150,000; and

WHEREAS, following denial by DTPW for the installation of a Bluetooth sensor on a County streetlight pole on the Venetian Causeway, the DBOM Firm will pursue installation of a 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 City would like to use the DBOM Firm for traffic monitoring services, on an as needed basis, including during special events and high impact periods, while the ITS project is in construction, subject to approval by the City Manager or Contract Administrator, and subject to funding availability under the Transportation and Mobility Department's annual operating budget; and

WHEREAS, on October 23, 2020, the parties agreed to reduce the scope of work pursuant to a change order, in the amount of \$369,795.38; and

WHEREAS, given that the Agreement did not include any contingency, the City desires to include \$600,000.00 (approximately 5% of the total project cost) as the City's 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, based upon the foregoing described modifications to the Agreement, the Initial Contract Price will be increased from \$12,468,178.00 to \$12,904,661.17 ($\$12,468,178.00 - (\$369,795.38) + \$56,278.55 + \$150,000.00 + \$600,000.00$), with previously approved funding for this capital project, not including additional periodic traffic monitoring services, on an as needed basis; and

WHEREAS, on September 14, 2022, the Mayor and City Commission adopted Resolution No. 2022-32297 approving Amendment No. 1 to the Agreement; 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 during construction of the project, in the approximate amount of \$150,000.00; and (ii) installation of a Bluetooth sensor, in the approximate amount of \$56,000.00, for a total approximate sum of \$206,000; and (3) approving a \$600,000.00 contingency to cover the cost of any required change orders in connection with the design and construction of phases 1 and 2 of the project, thereby increasing the Initial Contract Price for phases 1 and 2 of the project from \$12,468,178.00 to \$12,904,661.17, including the \$600,000.00 contingency, utilizing previously approved funding for this project; and (4) adding temporary traffic monitoring/management services, on an as needed basis, during construction, subject to funding availability under the Transportation and Mobility Department's operating budget, and provided that the cost of these services does not exceed the City Manager's purchasing authority under the City Code; and further authorizing the City Manager to execute the Amendment and subsequent related service orders; and

WHEREAS, on November 16, 2022, the Mayor and City Commission adopted Resolution No. _____, amending Resolution No. 2022-32297; said amendment to the Resolution, modifying item No. 4 of the Resolution to authorize the City Manager to approve expenditures for temporary traffic monitoring/management services,

in an amount not to exceed \$500,000.00 per year, subject to funding availability, in order to provide the Administration with the ability to efficiently manage traffic during high impact periods.

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:

2.5 **Term.** 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:

3.6 **Operating Services**

a. **Objective.** 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. 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, prior to System Acceptance of the ITS and SPS devices, the City, at the sole discretion of the City Manager, may add a new scope of work, via a NTP, for the DBOM Firm to perform traffic monitoring and management services during high-impact period, on an as needed basis, using existing devices.

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

3.7 Maintenance Services.

a. **Objective.** 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. 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.

Additionally, the City, at the sole direction of the City Manager, may add an additional scope of work to include maintenance services for the Miami-Dade County Signal System infrastructure during the construction/installation phases of the City's ITS devices, to include, without limitation, temporary diagnostics, oversight, and any other maintenance services.

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

7.1 **Contract Price.** 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 \$12,468,478 \$12,904,661.17.

which sum includes the City's Contingency, in the amount of \$600,000.00 ("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 (City's Contingency) is hereby added to Article VII (THE DBOM FIRM'S COMPENSATION), as follows:

7.8. City's Contingency. City's Contingency, as defined in Section 1.1 (Definitions) of Article I ((CERTAIN DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS) shall refer to the total sum of \$600,000.00.

(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

Alina T. Hudak, City Manager

Date

FOR CONSULTANT/CONTRACTOR:

TRANSCORE ITS, LLC

ATTEST:

By:

Title

Title

Print Name

Print Name

Date