

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 22-DES-RFP-611
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 1/31/2023 and amends Agreement Number 22-DES-RFP-611 (“Main Agreement”) dated September 19, 2022, between Eleven-x US Incorporated (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Documents** is hereby changed to **REMOVE:**

Exhibit D – Contractor COVID-19 Vaccination Certification
Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification

2. **Payment** clause is hereby replaced in its entirety with:

7. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task **as listed in the scope of work (1. Project Management, Communication, and Coordination, 2. Public Engagement, 3. System Planning and Design, etc.)**. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an approved invoice. All payments will be made from the County to the Contractor via ACH.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate **for the following Tasks: 1. Project Management, Communication and Coordination, 3. System Planning and Design, 5. Develop, Install and Maintain ITS Software, 6. Develop Public-Facing Parking Guidance Application, 7. Transition Planning and 8. On-Going Maintenance and Operation of the ITS Hardware and Software**. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than the amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

For Task 2 and 4, invoices shall be detailed by subtasks using the subtasks from Exhibit B:

- **2. Public Engagement Cost Summary on Exhibit B**
 - **Subtasks 2A1 – 2A4 and 2B for Engagement Implementation must be based on an estimated percentage of the work under each subtask.**
 - **Subtask 2A5 for Expenses must be billed on a reimbursement basis and receipts must be submitted as back-up documentation for approved expenses, such as printing, travel, translation services, pop-up engagement event costs, or other expenses pre-approved in writing by the Project Officer.**
- **4. Provide, Install and Maintain ITS Hardware Cost Summary on Exhibit B**

- **Subtasks 4A and 4B must be billed on a unit rate basis based on the subtasks listed in Exhibit B with back-up documentation verifying the units provided/installed.**
- **Any costs billed under Subtask 4C for Contingency must be pre-approved by the Project Officer as noted in item 4 below.**

The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

3. **COVID-19 Vaccination Policy For Contractors** is hereby replaced with:

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

4. **Exhibit A, Scope of Services, 4. Provide, Install, and Maintain ITS Hardware** is hereby changed to

Add:

- o. Request and obtain pre-approval from the County Project Officer to allow the use of funding from the contingency amount included in this task. The Contractor shall submit any contingency requests to the County Project Officer via email with the following information:
 - Type of contingency (what should the money be used for with description of additional work, hardware, features, etc., needed)
 - Cost of contingency amount requested
 - Reason for request detailing why this request became necessary, including details on original plan and cost, circumstances impacting the original plan, supporting documentation (such as maps)
 - Alternative solutions considered including descriptions of alternative timelines, level of efforts, and costs

5. **Exhibit A, Scope of Services, 5. Develop, Install and Maintain ITS Software** is hereby changed to add the **enforcement module and navigation app**, to include maintenance services for two years after go-live at no cost to the County pursuant to 8. On-Going Maintenance and Operation of the ITS Hardware and Software, d.2 in the Scope of Work. **Add:**

- g. Modifies, replace, re-program, test, update, enhance, and expand the ITS hardware and software, as necessary, to:
 - 1. Expand and enhance the ITS to include additional functions and features, including, but not limited to:
 - i) Performance-based or dynamic management of other curb uses, such as loading/unloading zones, passenger pick-up/drop-off zones, taxi stands, parking areas or "corrals" for shared-mobility devices.

- ii) Incorporating parking occupancy data from off-street parking facilities operated by the County and others.
- iii) Provide enforcement functionality or supportive services (“enforcement module”), as described in the cost proposal).
- iv) Integrating with additional dynamic messaging signs.

- 6. **Exhibit B – Contract Pricing** is hereby deleted in its entirety and replaced with the attached **Revised Exhibit B – Contract Pricing** to allow for a one-time startup payment of \$500,000 due upon receipt of the first month invoice. *The payment schedule for months 1 -12 is hereby changed from \$3,500,000 to \$3,000,000, a decrease of \$500,000.* Contract pricing is unchanged.
- 7. **Exhibit D – Contractor COVID-19 Vaccination Certification** is removed in its entirety.
- 8. **Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification** is removed in its entirety.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ELEVEN-X US INCORPORATED

AUTHORIZED _____ DocuSigned by:
SIGNATURE: Dr. SHARON T. LEWIS
89B86B1AD301462...

AUTHORIZED _____ DocuSigned by:
SIGNATURE: Ryan Hickey
5D117363A823473...

NAME: DR. SHARON T. LEWIS

NAME: Ryan Hickey

TITLE: PURCHASING AGENT

TITLE: COO

DATE: 1/31/2023

DATE: 1/31/2023

**REVISED EXHIBIT B
CONTRACT PRICING**

Project Management, Internal Communications, and Coordination Costs Summary				
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, etc.)	Total Cost
A	Group of Items Name			
1	GT Deputy PM (assumes 2 days/week for 1 year)	\$ 315.00	832.00	\$ 262,080.00
2	eleven-x (2 hours/week for 1 year)	\$ 200.00	104.00	\$ 20,800.00
3	RHI (spread across project)	\$ 200.00	150.00	\$ 30,000.00
4	Smarking (kickoff/planning)	\$ 287.00	18.00	\$ 5,166.00
5	IBI (blended rate for local PM and system folks)	\$ 190.00	54.00	\$ 10,260.00
6	Zack Urban	\$ 230.00	24.00	\$ 5,520.00
7		\$ -	-	\$ -
			subtotals	\$ 333,826.00
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 333,826.00
Public Engagement Costs Summary				
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, etc.)	Total Cost
A	Engagement Implementation (RHI)			
1	Phase 1 - System Design Community Outreach and Engagement (first six months)	\$ 47,748.00	1.00	\$ 47,748.00
2	Phase 2 - System Installation Outreach and Engagement (second six months)	\$ 40,526.00	1.00	\$ 40,526.00
3	Phase 3 - System Year 2 Outreach and Engagement	\$ 40,526.00	1.00	\$ 40,526.00
4	Phase 4 - System Year 3 Outreach and Engagement	\$ 40,526.00	1.00	\$ 40,526.00
5	Expenses (engagement phases) - Printing, Travel, Spanish translation, engagement partner (NeoNiche) attendance at pop-up events	\$ 28,750.00	4.00	\$ 115,000.00
			subtotals	\$ 284,326.00
B	Engagement Implementation (non-RHI)			
1	Zack Urban	\$ 230.00	39.00	\$ 8,970.00
2	IBI (blended rate for local PM and system folks)	\$ 190.00	41.00	\$ 7,790.00
3	eleven-x	\$ 200.00	25.00	\$ 5,000.00
			subtotals	\$ 21,760.00
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 306,086.00

System Planning and Design Costs Summary					
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, etc.)	Total Cost	
A	Group of Items Name				
1	eleven-x and subs	\$ 122,984.00	1.00	\$ 122,984.00	
		subtotals		\$ 122,984.00	
B	Group of Items Name				
		subtotals		\$ -	
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 122,984.00	
Provide, Install and Maintain ITS Hardware Costs Summary					
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, items, etc.)	Total Cost	Annual Software Costs Associated with Calibration Years 2 and 3
A	Equipment				
1	SPS-X in-ground parking sensors	\$ 99.00	4,958.00	\$ 490,842.00	\$ -
2	Extended 10-year Warranty for SPS-X sesnors	\$ 34.00	4,958.00	\$ 168,572.00	\$ -
3	LoRaWAN Gateways	\$ 1,185.00	30.00	\$ 35,550.00	\$ -
4	Digital Signage	\$ 15,755.00	10.00	\$ 157,550.00	\$ -
5		\$ -	-	\$ -	\$ -
6		\$ -	-	\$ -	\$ -
7		\$ -	-	\$ -	\$ -
		subtotals		\$ 852,514.00	\$ -
B	Installation				
1	Sensor installation	\$ 138.00	4,958.00	\$ 684,204.00	\$ -
2	Line painting	\$ 13.00	4,091.00	\$ 53,183.00	\$ -
3	Gateway installation	\$ 6,383.00	30.00	\$ 191,490.00	\$ -
4	Sticker/decals installation (unit cost is per price change) for every 3-months for 2 year period	\$ 7,000.00	8.00	\$ 56,000.00	\$ -
		subtotals		\$ 984,877.00	\$ -
C	Contingency				
1	Contingency on the entire project	\$ 500,000.00	\$ 1.00	\$ 500,000.00	\$ -
		subtotals		\$ 500,000.00	\$ -
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually)			\$ 2,337,391.00	

Develop, Install and Maintain ITS Software Costs Summary					
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, items, etc.)	Total Cost	Annual Software Costs Associated with Calibration Years 2 and 3
A	<i>eleven-x Software</i>				
1	Setup, integrations, support, training, etc	\$ 200.00	840.00	\$ 168,000.00	\$ -
2	Managed IoT Network Service (per gateway annual fee)	\$ 1,380.00	30.00	\$ -	\$ 41,400.00
3	Digital Signage Connectivity (per sign annual fee)	\$ 1,800.00	10.00	\$ -	\$ 18,000.00
4	Application Software Subscription (per sensor annual fee)	\$ 30.00	4,958.00	\$ -	\$ 148,740.00
5	Digital Signage Module (per sensor annual fee)	\$ 15.00	4,958.00	\$ -	\$ 74,370.00
6	eleven-x and CurblQ dashboard consolidation	\$ 200.00	240.00	\$ 48,000.00	\$ -
7	Enforcement Module (no Cost to the County for 2-years after Go-Live)	\$ -	-	\$ -	\$ -
8	Navigation App (no Cost to the County for 2-years after Go-Live)	\$ -	-	\$ -	\$ -
	subtotals			\$ 216,000.00	\$ 282,510.00
B	<i>Smarking Software</i>				
1	Setup and integration of IPS, Flowbird/Cale, ParkMobile, and eleven-x occupancy data	\$ 58,842.00	1.00	\$ 58,842.00	\$ -
2	Software Subscription for all parking stalls and payment methods (annual fee)	\$ 120,805.00	1.00	\$ -	\$ 120,805.00
	subtotals			\$ 58,842.00	\$ 120,805.00
C	<i>IBI Software</i>				
1	CurblQ setup and integrations	\$ 26,881.00	1.00	\$ 26,881.00	\$ -
2	CurblQ Software Subscription (annual fee)	\$ 78,000.00	1.00	\$ -	\$ 78,000.00
3	CurblQ and eleven-x dashbaord consolidation	\$ 17,250.00	1.00	\$ 17,250.00	\$ -
	subtotals			\$ 44,131.00	\$ 78,000.00
				\$ 318,973.00	\$ 481,315.00
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 1,281,603.00	

Public-Facing Parking Guidance Application Costs Summary					
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, items, etc.)	Total Cost	Annual Software Costs Associated with Calibration Years 2 and 3
A	<i>Group of Items Name</i>				
1	Public facing dashboard setup and integrations	17,250.00	1.00	\$ 17,250.00	\$ -
2	Public Facing Website Software Subscription (annual fee)	15,015.00	1.00	\$ -	\$ 15,015.00
	subtotals			\$ 17,250.00	\$ 15,015.00
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 47,280.00	

Transition Planning Costs Summary				
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Unit Cost (e.g. rate, etc.)	Units (e.g. hours, etc.)	Total Cost
A	<i>Group of Items Name</i>			
1	eleven-x and subs - training, documentation, etc.	\$ 80,114.00	1.00	\$ 80,114.00
TOTAL	Please ensure the total cost proposal for this task is reflected in the orange box in Column F (add manually).			\$ 80,114.00

Ongoing Maintenance and Operations Costs Summary				
# years				
(Please indicate here the total number of years the system/technology will be functional. If individual components have different lifecycles, please provide notes to that effect with each assumed annual maintenance cost line.)				
System Lifecycle				
Cost Item Number	Cost Item Description (e.g. staff, etc.)	Annual Unit Cost (e.g. rate, etc.)	Units (e.g. hours, etc.)	Annual Maintenance Cost
A	<i>eleven-x services</i>			
1	Managed IoT Network Service (per gateway fee) 10 years	\$ 1,380.00	30.00	\$ 41,400.00
2	Digital Signage Connectivity (per sign fee) 10 years	\$ 1,800.00	10.00	\$ 18,000.00
3	Application Software Subscription (per sensor fee) 10 years	\$ 30.00	4,958.00	\$ 148,740.00
4	Digital Signage Module (per sensor fee) 10 years	\$ 15.00	4,958.00	\$ 74,370.00
5	Enforcement Module (per sensor fee) 10 years (first 2 years after go live @ no Charge to the County)	\$ 24.00	-	\$ -
6	Smarking Software Subscription (project fee) 10 years	\$ 120,805.00	1.00	\$ 120,805.00
7	IBI CurbiQ Software Subscription (project fee) 10 years	\$ 78,000.00	1.00	\$ 78,000.00
8	IBI Public Facing Website Software Subscription (project fee) 10 years	\$ 15,015.00	1.00	\$ 15,015.00
9	Navigation App (per sensor fee) 10 years (first 2 years after go live @ no Charge to the County)	\$ 36.00	-	\$ -
		subtotals		\$ 496,330.00
B	<i>Replacement and System Expansion</i>			
1	Sensor, Warranty, Installation and Line Painting, Per 1 Parking Stall	1,662.50	1	
2	Sensor, Warranty, Installation and Line Painting, Per 10 Parking Stalls	529.75	10	
3	Sensor, Warranty, Installation and Line Painting, Per 100 Parking Stalls	285.38	100	
4	Sensor, Warranty, Installation and Line Painting, Per 1000 Parking Stalls	277.61	1000	
5	eleven-x Software Subscription, Digital Signage and Enforcement Modules, Per Additional (1000) Stalls	\$ 69,000.00	1.00	
6	Smarking Software Subscription Per Additional (1000) Stalls	\$ 24,360.00	1.00	
7	IBI CurbiQ Software Subscription and Public Facing Website Subscription Per Additional (1000) Stalls	\$ 17,250.00	1.00	
8	Sensor replacement costs of 25% of the install base (assumption without knowing repaving plans)	\$ 279.00	1,240.00	\$ 345,960.00
9	Sticker/decal installation (unit cost is supply and installation per price change or application)	\$ 7,000.00	4.00	\$ 28,000.00
		subtotals		\$ 373,960.00
	Please provide an annual total			
			Annual Total	\$ 870,290.00

Payment Schedule

Payment Number	Description	Payment Milestones	Total
1	Project Year 1: One-time advance payment	Project Start; paid with first invoice	\$500,000
1-12	Project Year 1: Monthly payments for work completed in previous month	By the tenth day of each month, the Contractor will submit to the Project Officer an invoice formatted as described in the payment clause of the contract (7. Payment)	Approximately \$3.0 M spread over 12 months
13	Annual recurring subscription starts, Project Year 2: Data Collection and Model Calibration Includes Public Engagement	Pilot Operations Begins for data collection and model calibration	\$565,606
14	Annual recurring subscription, Project Year 3: Data Collection, Model Calibration, and Project Delivery Includes Public Engagement	1st Anniversary of Pilot Operations Begins	\$565,606
15	Annual recurring subscription, O&M Year 1	Transition System to the County	\$496,330

16	Annual recurring subscription, O&M Year 2	1st Anniversary of Transition System to the County	\$496,330
17	Annual recurring subscription, O&M Year 3	2nd Anniversary of Transition System to the County	\$496,330
18	Annual recurring subscription, O&M Year 4	3rd Anniversary of Transition System to the County	\$496,330