

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 2

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 16, 2015

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Kristen Rosen Gonzalez
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granada

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

R7 - Resolutions

- R7A A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 2015-195-LR For Health Care Benefits Consulting Services.

(Procurement/Human Resources)
(Deferred from December 9, 2015 - C7I)
(Memorandum)

R7C Expediting The Proposed South Beach Component Of The Beach Corridor Transit Connection Project Consisting Of A Light Rail Transit/Modern Streetcar System In South Beach

1. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Memorandum Of Understanding Between City Of Miami Beach, Florida, City Of Miami, Florida, Miami-Dade County, Florida And Florida Department Of Transportation, District No. 6, For The Beach Corridor Direct Connection Project, Including Authorizing The City Contribution Of \$417,000, Or 4.17% Of The Overall Study Cost.

2. Discussion On Options To Advance The Proposed South Beach Component Of The Beach Corridor Transit Connection Project, Consisting Of A Light Rail Transit/Modern Streetcar System In South Beach, Including Action With Respect To June, 2015 Unsolicited Proposal Received From Greater Miami Tramlink Partners.

(Transportation)

(Additional Information)

R7E A Discussion Regarding Work Related To The West Avenue Bridge Across Collins Canal, A Pedestrian Bridge, Raising Of Dade Boulevard And Ancillary Improvements For The City.

(Public Works)

(Memorandum)

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2015-195-LR FOR HEALTH CARE BENEFITS CONSULTING SERVICES.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term.

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

The Administration issued RFP 2015-195-LR to seek proposals from qualified firms to provide health care benefits consulting services. The RFP was approved for issuance July 8, 2015. The RFP was released on July 9, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on July 23, 2015. On September 11, 2015, the City received proposals from the following firms: Aon Risk Solutions, Gallagher Benefit Services, Inc., and Wells Fargo Insurance.

On November 5, 2015, the Evaluation Committee appointed by the City Manager convened to consider the responsive proposals received. The Committee was instructed to score and rank the proposals received pursuant to the evaluation criteria established in the RFP. The results of the evaluation committee process were presented to the City Manager for his recommendation to the City Commission.

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission, pursuant to Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorize the Administration to enter into negotiations with the highest ranked proposer, Gallagher Benefit Services, Inc. The City Manager further recommends that the Mayor and City Clerk be authorized to execute an Agreement upon completion of successful negotiations by the Administration.

UPDATE FROM THE DECEMBER 9TH CITY COMMISSION MEETING.

On December 9, 2015, the City Commission, pursuant to item C7I, considered the City Manager's recommendation to negotiate with Gallagher Benefit Services. At the meeting, the second-ranked proposer, Aon Risk Solutions, despite acknowledging that every member of the Evaluation Committee ranked Gallagher as the top proposer based on qualifications, scope offered and methodology, presented to the City Commission that it should be awarded the contract solely because its cost is apparently \$30,000 less than the cost proposed by Gallagher Benefit Services. The City Commission deferred the item to December 16th, asking the City Manager to conduct further due diligence.

The City Manager conducted additional due diligence (as noted on the attached memorandum) and reconsidered the results of the Evaluation Committee process, which, again, resulted in Gallagher Benefit Services being unanimously ranked as the top proposer based on a combination of qualifications, scope and cost, and reaffirms his recommendation to award the contract to Gallagher Benefit Services.

RECOMMENDATION

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information: The annual cost associated with the health care benefits consulting services is subject to the funds availability approved through the City's budgeting process.

Source of Funds:	Amount	Account
1		
2		
Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director SCT <i>[Signature]</i> AD <i>[Signature]</i>	Assistant City Manager MT <i>[Signature]</i>	City Manager JLM <i>[Signature]</i>
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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: December 16, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2015-195-LR HEALTH CARE BENEFITS CONSULTING SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

The annual cost associated with the health care benefits consulting services is subject to the funds availability approved through the City's budgeting process.

BACKGROUND

On July 8, 2015, the City Commission approved the issuance of Request for Proposals (RFP) No. 2015-195-LR for Health Care Benefits Consulting Services. The Administration issued RFP 2015-195-LR to seek proposals from qualified firms to provide health care benefits consulting services for the City of Miami Beach.

RFP PROCESS

The RFP was released on July 9, 2015. A pre-proposal conference to provide information to potential proposers was held on July 23, 2015. On September 11, 2015, the City received proposals from Aon Risk Solutions, Gallagher Benefit Services, Inc., and Wells Fargo Insurance.

On October 20, 2015, the City Manager appointed, via letter to Commission (LTC) No. 447-2015, an Evaluation Committee (the Committee), consisting of the following individuals:

- Sonia Bridges, Risk Manager, Human Resources Department, City of Miami Beach
- Kathie J. Brooks, Assistant City Manager, City of Miami Beach
- Tameka Otto-Stewart, Budget Officer, Budget Department, City of Miami Beach
- Anne-Marie Sharpe, Risk Manager, City of Miami
- Allison Williams, Interim Acting Assistant Director, Finance Department, City of Miami Beach

The following Alternates were also appointed:

- Jim Buschman, Risk Manager, City of Hallandale Beach
- Ramon Suarez, Finance Manager, Finance Department, City of Miami Beach

Ms. Brooks and Ms. Sharpe were unable to participate, and were replaced by the listed alternates. The Committee convened on November 5, 2015, to consider the proposals received. The Committee was provided an overview of the project, information relative to the City's Code of Silence Ordinance and the Government in the Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank the proposals pursuant to the evaluation criteria established in the RFP.

Evaluation Criteria	Total Points
Proposer Experience and Qualifications, including Financial Capability	45
Scope of Services Proposed	15
Approach and Methodology	20
Cost Proposal	20

The RFP also stipulated that additional points would be applied, if applicable, pursuant to the City's Veteran's Preference Ordinance. However, none of the proposers were eligible for the veteran's preference.

After proposer's presentations and interviews, the Committee discussed the proposers' qualifications, experience, and competence, and further scored the proposers in accordance with the qualitative criteria established in the RFP (experience & qualifications, scope of services, and approach/methodology). As stipulated in the RFP, cost proposal scores (indicated below) were added to the qualitative scores established by the committee members. The final rankings are as follows:

RFP#2015-195-LR Health Care Benefits Consulting Services	Sonia Bridges	Ranking	Ramon Surraez	Ranking	Tameka Otto-Stewart	Ranking	Jim Buschman	Ranking	Allison Williams	Ranking	LOW AGGREGATE TOTALS	
Aon Risk Solutions	76	2	81	2	91	2	95	2	80	2	10	2
Gallagher Benefit Services, Inc.	95	1	91	1	96	1	97	1	87	1	5	1
Wells Fargo Insurance	68	3	80	3	88	3	87	3	68	3	15	3
Cost Points												
Proposer	Annual Cost	Maximum Allowable Points	Total Points Awarded*									
Aon Risk Solutions	\$ 150,000.00	20	20									
Gallagher Benefit Services, Inc.	\$ 180,000.00	20	17									
Wells Fargo Insurance	\$ 200,000.00	20	15									

In determining responsiveness and responsibility of the firm, the Procurement Department verified compliance with the minimum requirements established in the RFP, financial capacity as contained in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer.

MANAGER'S DUE DILIGENCE

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission, pursuant to Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorize the Administration to enter into negotiations with the highest ranked proposer, Gallagher Benefit Services, Inc. The City Manager further recommends that the Mayor and City Clerk be authorized to execute an Agreement upon completion of successful negotiations by the Administration.

The City Manager notes that Gallagher Benefit Services, Inc. is the City's current contractor for benefits consulting services. According to staff, Gallagher Benefit Services, Inc. has performed well over the 5 year term of the current agreement. Their services have also been attained by other local municipal agencies such as Palm Beach County Board of County Commissioners, the City of Boca Raton and the School Board of Broward County.

UPDATE FROM DECEMBER 9, 2015 CITY COMMISSION MEETING

On December 9, 2015, the City Commission, pursuant to item C71, considered the City Manager's recommendation to negotiate with Gallagher Benefit Services. At the meeting, the second-ranked proposer, Aon Risk Solutions, despite acknowledging that every member of the Evaluation Committee ranked Gallagher as the top proposer based on qualifications, scope offered and methodology, presented to the City Commission that it should be awarded the contract solely because its cost is apparently \$30,000 less than the cost proposed by Gallagher Benefit Services. The City Commission deferred the item to December 16th, asking the City Manager to conduct further due diligence.

Accordingly, the City Manager conducted additional due diligence and reconsidered the RFP (which awarded 80 points to non-cost factors and 20 points to cost factors), and the results of the Evaluation Committee process, which, again, resulted in Gallagher Benefit Services being unanimously ranked as the top proposer based on a combination of qualifications, scope and cost. Based on the following, the City Manager reaffirms his recommendation to award the contract to Gallagher Benefit Services.

Cost.

Aon's primary argument is that the City would save money by awarding it the contract. First, given the nature of the services envisioned and services provided in the past, the \$30,000 difference between the two proposals is negligible. Second, when Aon's responses to certain portions of the RFP are considered, the apparent cost savings may quickly disappear. This is because in its proposal, Aon failed to agree to unlimited actuarial services as requested in the RFP and as agreed to by Gallagher. As an example of how Aon's material alteration of the requirements of the RFP may affect pricing, some actuarial reports previously acquired by the City in other areas (e.g., pension related) have ranged in cost between \$400 and \$27,000. In fact, with Aon's failure to agree to unlimited actuarial services makes it impossible for the City to determine the full cost of its proposal. In contrast, under the current contract Gallagher has provided actuarial reports and assistance to the Budget Advisory Committee and staff at no additional cost. For these reasons, the apparent cost savings claimed by Aon may not actually exist and Aon's proposal may result in higher costs than the City is currently paying for the required services.

Exceptions to RFP Requirements .

In addition to its failure to agree to unlimited actuarial services, Aon took other exceptions to the Requirements of the RFP that cause concern. Aon's proposal attempts to limit its liability pursuant to the required services or for errors in its work. Its proposal included a limitation of liability stating that, *"Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we failed [sic] to satisfy our obligations under this letter, our liability to you will not exceed a mutually agreed amount. As our sole responsibility under this letter is to the City, the City will be responsible for any third party claims against you or us arising out of or in connection with the service. Third parties include your affiliates, the plans, any trustees and any employees, participants or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse the City up to the amount agreed upon in the contract."* This attempt to limit liability by Aon pursuant to the services it would provide is concerning to the City.

Finally, the RFP required that the proposer provide guidance on the transitional fee reinsurance program and calculate the transitional reinsurance fee. While Aon agreed to provide the City guidance, it made no mention of calculating of the transitional reinsurance fee, a critical component for the City.

Current Services Provided by Gallagher.

The contract requires that the consultant's work include, but not be limited to: unlimited actuarial support and analysis of the self-funded medical and dental health care coverage plans, negotiations with carriers to obtain the best prices and terms and conditions available, support and guidance in the implementation and impact of the Patient Protection and Affordability Act and interpretation and application of any other benefit related regulation, actuarial analyses and reporting as required for the Government Accounting Standard Board (GASB) 45 filing, and review and approval of the carriers' summary plan descriptions.

Through the current consultant agreement, the City has had unlimited access to the lead consultant, two benefit consultants/account managers, an actuary and a benefits attorney, who are all local.

Projects/assignments to Gallagher Benefits Consulting in the recent past include, but are not limited to, reviewing a pharmacy cost containment program, assisting the City with defining the scope of work for the wellness program RFP and preparing the City to comply with the new IRS reporting requirement as of March 2016.

Perhaps the most complex and labor-intensive project, not specifically identified in the scope of work was working with the Budget Advisory Committee in 2012 on an analysis of the City's health plan services. On August 29, 2012, the premiums paid by the City and its enrolled active employees and retirees for health care insurance coverage for general employees enrolled in the City's self-funded plan was discussed by the Committee of the Whole as part of the Mayor's and Commissioner's proposed budget for FY 2012/13.

With Humana's loss of the Baptist network, the consultant assisted with an expedited solution through an informal process to continue providing the City's insured employees and retirees access to the Baptist network providers. Consequently, the City Commission approved a two self-funded arrangement to include AvMed as the carrier to provide access to the Baptist network. A mini-open enrollment period was opened and the City's insured employees and retirees had the opportunity to make a change. It was a seamless process and continuity of care was not disrupted.

When the City needed an experienced benefits manager as part of its staff, Gallagher actively, and for no additional cost, assisted the City in finding the right person to come in and assume the role, at least on a temporary basis, while firmer plans were developed.

In the recent past, Gallagher conducted all the actuarial work to assist the City in offering transgender health insurance benefits. Their work demonstrated that offering this benefit would not have a considerable effect on the City's health insurance cost, but could result in a significant recruitment tool and goodwill among the community.

Past Performance.

Throughout the years Gallagher has worked closely with the Human Resources Department, Budget Office and Assistant City Manager, Kathie Brooks. Staff has been responsive to our needs and desires and has delivered as requested. Quarterly meetings are held to go over our experience and actuarial projections for the rest of the benefit year. Their knowledge of the City's experience providing health care benefits is exhaustive.

The staff attorney and current account manager have spent a significant amount of time familiarizing City staff with the Patient Protection and Affordability Act, and assisted City staff to ensure fees were correctly paid and on time.

Gallagher staff responds to calls and emails promptly, including weekends and evenings.

Aon and Broward County entered into a five-year, with two one-year options to renew, agreement for Owner's Control Insurance Program (OCIP). Upon expiration of the five-year agreement, Broward County did not exercise its options to renew; instead, hired their current broker of record, Arthur J. Gallagher, to continue the administration of their program. In addition to the four cases in which Aon is named as a defendant, that appears on Aon's Dunn and Bradstreet Report, the City has learned that Aon has outstanding issues with Broward County and Miami-Dade County Aviation Department.

CONCLUSION

The Administration continues to recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the resolution accepting the recommendation of the City Manager, pursuant to Request for Proposal (RFP) No. 2015-195-LR, for Health Care Benefits Consulting Services, authorizing the Administration to enter into negotiations with Gallagher Benefit Services, Inc. and further authorizing the Mayor and City Clerk to execute an agreement with Gallagher Benefit Services, Inc., upon completion of successful negotiations by the Administration.

JLM / MT / SCT / AD

RESOLUTION TO BE SUBMITTED

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: December 16, 2015
SUBJECT: **SUPPLEMENTAL INFORMATION FOR AGENDA ITEM R7C**

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MIAMI BEACH, FLORIDA, CITY OF MIAMI, FLORIDA, MIAMI-DADE COUNTY, FLORIDA AND FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT NO. 6, FOR THE BEACH CORRIDOR DIRECT CONNECTION PROJECT, INCLUDING AUTHORIZING THE CITY CONTRIBUTION OF \$417,000, OR 4.17% OF THE OVERALL STUDY COST.

DISCUSSION ON OPTIONS TO ADVANCE THE PROPOSED SOUTH BEACH COMPONENT OF THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT CONSISTING OF A LIGHT RAIL TRANSIT/MODERN STREETCAR SYSTEM IN SOUTH BEACH, INCLUDING ACTION WITH RESPECT TO JUNE, 2015 UNSOLICITED PROPOSAL RECEIVED FROM GREATER MIAMI TRAMLINK PARTNERS.

At the December 15, 2015 meeting of the participating entities for the Beach Corridor Transit Connection, the purpose of which was to review each entity's scope of work for advancing the approach proposed by Florida Department of Transportation (FDOT), several issues were raised that cause concern as follows:

- FDOT revised its position from the November 30, 2015 Policy Executive Committee (PEC) meeting and stated that the proposed approach will not allow for each City to proceed with procurement in parallel to the proposed FDOT approach. (See Attachment A). As a result, should the Mayor and City Commission elect to proceed with the FDOT approach, only Option 1 in my prior memo would apply.
- City of Miami, one of the participating entities in the Memorandum of Understanding (MOU), raised concerns with the definition of the project as well as their level of funding participation for the FDOT approach, potentially impacting the timing of the approach until this issue is resolved.

Given these issues, I am no longer comfortable with proceeding with Option 1, and would therefore recommend that the Mayor and City Commission proceed with either Option 2 or Option 3. In either event, I would recommend that Kimley-Horn be given the opportunity to evaluate the options and determine the best way to proceed.

JGM/KGB/JRG

Agenda Item R7C
Date 12-16-15

MEMORANDUM OF UNDERSTANDING
Between
CITY OF MIAMI BEACH, FLORIDA,
CITY OF MIAMI, FLORIDA,
MIAMI-DADE COUNTY, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT #6
For
BEACH CORRIDOR DIRECT CONNECTION PROJECT

**NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING
AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND
OPERATING AGENCY**

This Memorandum of Understanding (MOU) is entered into between the City of Miami Beach, Florida (Beach), City of Miami, Florida (City), Miami-Dade County, Florida (County), and the Florida Department of Transportation District 6 (FDOT), collectively known as the "Parties."

The Parties wish to continue the efforts already underway to improve regional mobility which has involved local, regional and state stakeholder collaboration and coordination, including the Parties' ongoing efforts to identify optimum multimodal alternatives for a balanced regional transportation system and to define regional and local projects that support continued economic transit oriented development through effective transportation and land use planning and subsequent decisions.

The development of a multimodal transportation system within the southeast Florida region involves numerous transportation agencies and stakeholders and is a complex undertaking. Each of the Parties has unique skills and abilities which are necessary for successful implementation of the Beach Corridor Direct Connection Project (formerly known as BayLink), a fixed guideway corridor project between downtown Miami near the Government Center to the Miami Beach Convention Center via the MacArthur Causeway, hereinafter referred to as the "Project."

The Parties acknowledge the potential transportation, economic, social, and environmental benefits of the introduction of passenger rail service linking downtown Miami with the Convention Center in Miami Beach. The project is identified in the Miami-Dade 2040 Long Range Transportation Plan (LRTP) as a Priority III partially funded project for Preliminary Engineering and Right-of-Way phases. In addition, portions of the Project are included in the Beach, City and County transportation plans and programs. It will improve east-west mobility, promote redevelopment and revitalization, enhance and integrate existing Miami-Dade Transit service, and improve circulation in the two downtown areas. Introducing passenger service in the Project corridor will provide an efficient option to driving on congested streets and highways and a much-needed integrated transportation link.

The purpose of this MOU is to develop a multi-agency partnership for undertaking the Project, especially as to the National Environmental Policy Act (NEPA) process and Project Development activities. This includes, but is not limited to:

- Clarifying the roles and responsibilities of the Parties relative to the Project;
- Clarifying the involvement of the Parties relative to the Project;
- Identifying Project funding;
- Improving the efficiency by which Project activities are conducted;
- Establishing a Project Advisory Committee ("PAC") with specific responsibilities and regularly scheduled meetings;
- Scheduling regular Project updates to the involved Boards and agencies as deemed necessary by the PAC ;
- Presenting and advancing the Project with a unified voice;
- Coordinating technical studies and evaluations;
- Coordinating outreach to the public, municipalities, and other involved stakeholders;
- Collaborating on innovative approaches to a funding framework for the Project,
- Maximizing the Region's competitiveness in securing potential federal funding for the Project;
- Managing the funding and administration relating to the Project; and
- Determining the Project Delivery method and the responsible parties.

The Parties hereby mutually agree and express their understanding of the following components:

1. Project Roles. The role of the Parties in conducting the Project shall be as follows:

- a. The Parties agree to pursue the Project under one NEPA document, under FDOT management.
- b. The Parties shall ensure that the Project is coordinated and consistent with all local, regional, and state transportation plans.
- c. All Parties shall seek to reach consensus on key project issues and work cooperatively towards resolving any conflicts that may arise.
- d. All Parties shall ensure that the overall Project Development milestone schedule (two year required timeline by Federal Transit Administration "FTA") is maintained throughout the Project, for the entire Project. A schedule with key milestones (FTA documentation, public meetings, etc.) will be developed by FDOT and reviewed by the PAC.
- e. Upon prioritization of this project as a MPO Priority I funded project for Planning and Preliminary Engineering phases in the MPO 2040 Long Range Transportation Plan, FDOT shall coordinate with the Beach, the City and the County on operations, planning and engineering to support the advancement of the Project, particularly as it affects the Beach, the City and the County transportation network and local infrastructure.
- f. FDOT, with support from the Beach, the City and the County, will present regular Project updates quarterly to the MPO, and the Parties' boards.
- g. FDOT shall serve as the contract manager for the Project and shall administer Project funds, and ensure that the Project's procurement

process is consistent with Federal, state and local regulation and that appropriate billing procedures are implemented.

- h. FDOT shall have the primary responsibility for completing all activities associated with the Project Development Phase and the NEPA process. FDOT will coordinate this effort directly with the Parties, including technical support and all presentations, workshops, and hearings. Following approval of a Locally Preferred Alternative by the Miami-Dade MPO, FDOT shall submit final NEPA documentation to FTA. Upon approval of the NEPA document, FDOT on behalf of the Parties, shall submit a request to FTA to enter the Engineering Phase.
- i. FDOT will coordinate with the PAC regarding coordination with local governments addressing station locations, land use, future transit oriented development opportunities, and related matters.

2. Initial Project Funding. The Parties agree to fund the NEPA and Project Development activities up to the total amount of \$10,000,000. Upon approval and execution of this MOU by all Parties, the Beach, the City and the County shall each enter into Locally Funded Agreement (“LFA”) for purposes of contributing its portion of Project funding, as further indicated below:

- a. FDOT shall contribute \$5,000,000, or 50% of the initial Project funding.
- b. Beach shall contribute \$417,000, or 4.17% of the initial Project funding.
- c. City shall contribute \$417,000, or 4.17% of the initial Project funding.
- d. County shall contribute \$417,000, or 4.17% of the initial Project funding.
- e. The Parties shall further pursue the funding commitment of the Citizens Independent Transportation Trust (CITT), in the amount of \$3,750,000, or 37.5% of the initial Project funding.
- f. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.
- g. In the event that the entire amount is not enough to cover the initial Project activities cost, FDOT shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

3. Party Involvement in the Project. Each stage of the Project shall be conducted with the involvement and cooperation of each party. During Project Development, and subsequent phases, input and approval must be obtained from each party to define the appropriate project milestones.

4. Project Advisory Committee (PAC): The Parties shall establish a Project Advisory Committee to provide guidance for the Project and to serve as a liaison to their respective agencies. The Beach, the City and the County shall each select two representatives to serve on the PAC and FDOT shall select one representative to serve as an ex-officio member. All Parties shall provide staff and technical support to the PAC. The PAC may appoint advisory subcommittees as deemed necessary.

5. Project Finance Plan. FDOT shall have the primary responsibility to develop a general funding framework which will include anticipated federal, state, and local shares. The Parties shall have the primary responsibility for project financing, as herein stated,

and shall further be responsible for the development of a conceptual project finance plan that addresses capital costs, operations/maintenance costs, and local contributions. These efforts will occur simultaneously throughout the course of the Project. The Project Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPO for approval. Approval will be sought by the PAC and all affected funding parties at the federal, state, county, and municipal levels, as well as other sources that may be identified, and ultimately brought to the MPO for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs), per federal law.

6. Future Project Funding. Funding for the NEPA and Project Development Phase of the Project will be included in the FDOT five-year work program. The PAC shall pursue all sources of capital money to fund the remaining phases of Engineering and Construction. Operations and maintenance costs shall be a local and regional responsibility. FDOT shall have no obligations to fund operations and maintenance costs for the Project. It is the intent of all Parties that the Operating Agency of the Project rail passenger service will be the Beach, the City, the County, or their agents, and that the selected entity shall have the primary responsibility for the service. Under no circumstances will FDOT become the Operating Agency, or fund future operations.

7. Determining the Project Delivery Method and the Responsible Parties. Up to and near the completion of the NEPA and Project Development work, the Parties will determine collectively how to proceed into the next phases of the capital program development process, and may reconsider the Project process as well as Project roles at that time. The Parties will collaborate on a schedule for proceeding, as well as agree on a funding plan for the next stage of the capital program development process, engineering and design. At that time, the Parties will explore and agree upon the preferred Project Delivery Method, and the associated roles and responsibilities.

8. Basis and Foundation for the Project. It is the intent of the Parties that the previous work completed for the Project, most notably the *Beach Corridor Transit Connection Study Report* (June 2015) and the *Phase 2 Miami-Miami Beach Transportation Corridor (BayLink) Study* (April 2004), shall serve as the basis for the Project, and the analysis and technical work that went into developing the Direct Connect alternative shall be used as the foundation for the NEPA and Project Development work.

9. Obligations. Through this MOU, the Parties express their mutual intent to move in a diligent and thorough manner to develop the Project during the NEPA and Project Development phase, but understands this MOU is by its nature a preliminary agreement outlining commitments to be made in this process, and imposes no legally enforceable contractual obligations on any party, other than the obligations set forth in Paragraph 2 herein.

10. Effective Date. This MOU shall take effect when executed by all Parties, on the last date shown below, and shall expire upon Project completion, unless extended in writing by the Parties.

11. Counterparts. This MOU may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties.

12. Right to Terminate. The Parties agree that if the New Start Project Development Application is not submitted to the Federal Transit Administration by August 15, 2016, any party may choose to terminate this MOU and proceed independently. If the New Start Project Development Application is submitted by August 15, 2016, then any party may terminate this MOU no sooner than forty five (45) days and no later than ninety (90) from the date of the submittal of the New Start Project Development Application. ~~It is understood that nothing in this MOU shall prohibit any of the parties from proceeding with the procurement of the design, construction, operation, or maintenance of the Beach Corridor Direct Connection Project or any portion thereof.~~

WHEREFORE, the Parties have each executed this MOU on the dates below written.

Florida Department of Transportation

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____

City of Miami

City of Miami Beach

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Legal review:

Legal Review:

By: _____

By: _____



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 16, 2015

SUBJECT: **A DISCUSSION REGARDING WORK RELATED TO THE WEST AVENUE BRIDGE ACROSS COLLINS CANAL, A PEDESTRIAN BRIDGE, RAISING OF DADE BOULEVARD AND ANCILLARY IMPROVEMENTS FOR THE CITY.**

BACKGROUND

The City of Miami Beach, in coordination with the Florida Department of Transportation, conducted a Project Development and Environment Study (PD&E) to evaluate the construction of a new low-level bridge on West Avenue over Collins Canal to connect West Avenue from north of 17th Street to south of 18th Street. At its April 11, 2012 meeting, the City Commission adopted Resolution No. 2012-27892 approving the preferred alternative (Alternative 2) for the development and construction of the West Avenue Bridge as presented in the PD&E and as recommended by the City's consultant, Gannett Fleming, Inc. The proposed bridge is expected to improve traffic safety, transit, bicycle and pedestrian mobility and general safety in the area. In addition, the new bridge will create a direct connection across Collins Canal.

On October 14, 2015, the City of Miami Beach authorized an agreement with Gannett Fleming, Inc. for the Design of the New West Avenue Bridge over Collins Canal for the amount of \$537,328.35 (Resolution No. 2014-28728). Gannett Fleming, Inc. was selected through a competitive procurement process by an Evaluation Committee as the Top-ranked Proposer to perform the PD&E study with the design as an additional service. FDOT funds paid for the PD&E study and FDOT funds would also pay for the design fees enumerated above.

The schedule for design has the design completed in mid to late 2016. The idea would then be to competitively bid the construction work. Construction of the bridge would likely be completed in late 2017. We would, of course, make every effort to expedite both of these processes.

Earlier this year, the City Engineer requested Bergeron submit a cost proposal for the proposed bridge, including the design, permitting and construction of the West Avenue Bridge and the approach, reconstruction/raising of Dade Boulevard, signalization at the intersection of Dade Boulevard and West Avenue and other incidental work (See attached).

The proposal includes a design component which would require terminating the Gannett Fleming Inc. agreement and also require the return of the FDOT funding to perform this work. In addition, the provisions of the Joint Participation Agreement with the County preclude funding of many soft costs including design. As a result, the \$300,000 for design in the Bergeron proposal would not be eligible for County reimbursement.

Agenda Item R7E
Date 12-16-15

ANALYSIS

The principal advantage of the Bergeron proposal is to try to take advantage of the fact that traffic is at a low volume on Dade Boulevard due to the Venetian Causeway road closure, while the County replaces the westerly bridge. The proposed bridge work requires the reconstruction/raising of Dade Boulevard on the north side of the proposed West Avenue bridge approach. Performing the proposed work along Dade Boulevard requires lane closures for an extended period of time. In theory, by commencing this work while the Venetian Causeway is closed to through traffic, it will minimize traffic impacts. The Venetian Causeway, however, is expected to reopen in March 2016.

I am concerned, however, that an award to Bergeron would represent an award of a design-build contract on a non-competitive basis. I do not believe there is any emergency condition that would justify a departure from competitive bidding. If the Commission wants to accelerate the project while still complying with procurement rules, an alternative approach might be to do a competitive procurement for a design build and Bergeron could certainly compete in that process.

There is no question that Bergeron is familiar with the project site as they constructed the Alton Road Improvements for FDOT and are currently constructing 17th Street and West Avenue for the City of Miami Beach. Bergeron is currently mobilized and, according to the City Engineer, has the resources to finish this project in 2016. The question is whether convenience justifies departing from a competitive process.

The Bergeron proposal includes a proposal to construct a pedestrian bridge. This bridge would span Collins Canal between Lincoln Court and Dade Boulevard opposite Purdy Avenue. The additional cost related to this bridge is \$885,000. This specific project has not been publicly noticed or discussed. I am reluctant to recommend including a new project that has not been vetted.

CONCLUSION

The Administration is seeking direction from the City Commission regarding the construction of the West Avenue Bridge and a possible project to construct a pedestrian bridge.

JLM/ETC/JJF/BAM/WRB/LJS

PROPOSAL 12-09-2015

Bergeron Land Development, Inc.



19612 S.W. 69th Place
 Ft. Lauderdale, FL 33332
 Contact: Brian Landis
 Phone: 954-218-7875
 Fax: 786-476-0724

Quote to: City of Miami Beach Job Name: **Bridges on Dade Blvd & West Ave**

Phone:

Fax:

Attn: Bruce Mowry

Description	Unit	Quant.	Unit Price	Total
Design	LS	1.00	\$300,000.00	\$300,000.00
Quality Control and Testing	LS	1.00	\$280,000.00	\$280,000.00
Bridge	EA	1.00	\$995,000.00	\$995,000.00
Bridge Lighting	LS	1.00	\$100,000.00	\$100,000.00
Clear & Grubb	LS	1.00	\$75,000.00	\$75,000.00
Embankment	CY	500.00	\$20.00	\$10,000.00
Gravity Wall/Handrail	LF	545.00	\$330.00	\$179,850.00
Type F Curb	LF	1,369.00	\$22.00	\$30,118.00
6' Concrete Sidewalk	SY	915.00	\$42.00	\$38,430.00
Water	LS	1.00	\$12,666.68	\$12,666.68
Sewer	LS	1.00	\$17,166.67	\$17,166.67
Drainage	LS	1.00	\$15,766.72	\$15,766.72
Stabilized Subgrade	SY	4,285.00	\$4.50	\$19,282.50
Base	SY	4,285.00	\$16.00	\$68,560.00
Asphalt Paving	TN	472.00	\$135.00	\$63,720.00
Intersection Signalization	LS	1.00	\$320,000.00	\$320,000.00
Pedestrian Bridge	LS	1.00	\$885,000.00	\$885,000.00
Street Lighting	LS	1.00	\$275,360.00	\$275,360.00
			TOTAL	\$3,685,920.57

NOTES:

1. The reconstruction of Dade Blvd and West Ave at West Ave are based off Attachment A.
2. Embankment to be a line item, only to be billed for what is used per cubic yard that the City cannot provide.

EXCLUSIONS:

3. Gravity Wall is not included along Collins Canal.

STANDARD TERMS AND CONDITIONS

- 1 Unless otherwise stated in this proposal, bond is included.
- 2 Unless otherwise stated in this proposal testing, testing fees are by others.
- 3 Permit fees by others.
- 4 All material is guaranteed to be as specified.
- 5 All work to be completed in a workmanlike manner according to standard practices.

- 6 Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the proposal.

- 7 Unless otherwise indicated in writing, this proposal expires Thirty (30) days from date of quote if not accepted in writing before that time. At the sole option of Bergeron Land Development, Inc. (Hereinafter Bergeron), this proposal may be extended for additional periods of time.
- 8 It is expressly agreed that there are no promises, agreements, or understandings not set out in this proposal. Any subsequent cancellations or modifications must be mutually agreed upon in writing.
- 9 Unless a lump sum price is to be paid for the Foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit price for the actual quantities of materials utilized and work performed by Bergeron as determined upon completion of work.
- 10 Changes in labor classification or assignment of work by anyone other than Bergeron will establish a basis for renegotiation of prices set forth in this contract. At the sole option of Bergeron, this proposal may be canceled in the event that said changes or assignment occur or in the event that said renegotiation is deemed unsatisfactory by Bergeron.
- 11 Unless otherwise agreed, any additional expense not covered by this proposal which is incurred by Bergeron as a result of performing work under conditions of or caused by adverse weather, will be borne by Customer.
- 12 If for causes beyond Bergeron's control, its work is not completed within twelve (12) months after the date of acceptance of this proposal; Bergeron may cancel this agreement at any time thereafter on ten (10) days written notice.
- 13 In the event of a misunderstanding or conflict between the terms and conditions stated in the plans and specifications, this proposal shall govern.

14 Unless a time for the performance of Bergeron's work is specified, Bergeron shall undertake its work in the course of its normal operating schedule. Bergeron shall not be liable for any failure to undertake or complete work due to causes beyond its control, including but not limited to fire, flood, or other casualty, labor disputes, accidents and Acts of God, whether directly or indirectly affecting this work or other operations in which Bergeron is involved.

15 Unless otherwise agreed herein, payment terms are net cash, upon receipt of Bergeron's invoice. All monies not paid when due bear interest at the maximum rate allowed by law at the project.

16 If an agent and/or attorney is employed by Bergeron for collection of any delinquent payment, Customer agrees to pay, in addition to the service charge, all fees for the services of such agent and/or attorney (including, but not limited to, all fees and costs incidental to any appeals) together with all costs, charges and expenses, regardless of whether or not suit be brought.

17 This proposal and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Broward County, Florida and Customer waives whatever rights it may have in the selection of venue and hereby consents to jurisdiction.

18 This agreement is subject to approval from Bergeron's Credit Department.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

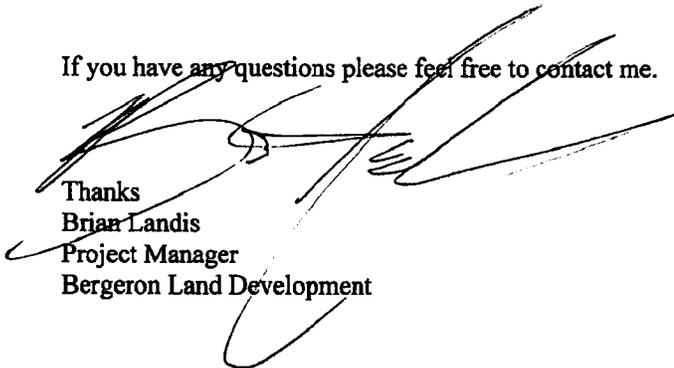
Payment will be made fifteen days after approved invoice is received.

SIGNATURE:

DATE:

These prices are firm for 30 DAYS AFTER BID DATE.

If you have any questions please feel free to contact me.



Thanks
Brian Landis
Project Manager
Bergeron Land Development

Soto, Luis

From: Buell, Roger
Sent: Wednesday, December 09, 2015 7:41 AM
To: Soto, Luis
Subject: FW: schedule for Miami Beach work
Attachments: image001.jpg; image002.jpg

Luis,

FYI

Roger

From: Mowry, Bruce
Sent: Tuesday, December 08, 2015 9:47 PM
To: Buell, Roger; Pena, Giancarlo
Subject: Fwd: schedule for Miami Beach work

Sent from my iPhone

Begin forwarded message:

From: Chad Widup <cwidup@bergeroninc.com>
Date: December 8, 2015 at 4:39:04 PM EST
To: "Bruce Mowry (brucemowry@miamibeachfl.gov)" <brucemowry@miamibeachfl.gov>, Brian Landis <blandis@bergeroninc.com>
Subject: schedule for Miami Beach work

Bruce

This is the tentative schedule that we would be looking at:

NTP Dec 17 – Start Design
 Jan 25, 2016 – Bridge Foundation design release for construction
 Jan 26 – order piles
 Feb 8 – Substructures design release for construction & confirm precast Ped. Bridge Structure
 Feb 9 – order girders
 Feb. 29 – Bridge Design released for construction
 Mar 7 – start bridge construction
 Apr 1 – Design complete
 Apr 11 – Close Dade Blvd / Mill / start embankment / raise structures
 Apr 14 – set girders
 Apr. 25 – Embankment for Bridge West Ave & 17th
 May 16 – Cure bridge deck
 June 6 – Start Bridge Railing / Drainage
 June 20 – install lighting on Bridge / roadway lighting relocation
 June 27 – Roadway Base
 July 11 – Roadway Asphalt

July 31 – Open all roadways

Thanks
Chad Widup, PE
Operations Director
Bergeron Land Development Inc
19612 SW 69th Place
Ft. Lauderdale, Fl 33332
(Office) 954-680-6100
(Cell) 954-214-1391
E-Mail – cwidup@bergeroninc.com



<http://www.bergeronlanddev.com>

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER NO. 6 TO THE DESIGN-BUILD AGREEMENT WITH BERGERON LAND DEVELOPMENT, INC., DATED APRIL 30, 2014 (THE AGREEMENT) IN THE AMOUNT OF \$3,081,013 FOR WORK RELATED TO THE CONSTRUCTION OF THE WEST AVENUE BRIDGE OVER COLLINS CANAL.

WHEREAS, at its February 12, 2014 meeting, the City Commission approved and authorized the City Manager to procure the necessary emergency design and construction services, pursuant to a negotiated design-build contract for the stormwater pump stations for 6th, 10th and 14th Streets, with Bergeron Land Development, Inc. (Bergeron), a Florida Department of Transportation (FDOT) contractor for the Alton Road Improvements Project, in an amount not to exceed \$11,250,000 (the Agreement); and

WHEREAS, the City Commission approved Change Orders No. 1 through No. 5 in the total amount of \$23,041,696 on June 11, 2014, September 02, 2014, October 29, 2014, April 15, 2015 and September 2, 2015 respectively, to increase the scope of the Agreement of the Design Build Contract; and

WHEREAS, The City of Miami Beach in coordination of FDOT conducted a Project Development and Environmental Study (PD&E) to evaluate the construction of a new low-level bridge on West Avenue over Collins Canal to connect West Avenue from north of 17th Street to south of 18th Street; and

WHEREAS, at its April 11, 2012 meeting, the City Commission adopted Resolution No. 2012-27892 approving the preferred alternative (Alternative 2) for the development and construction of the West Avenue Bridge as presented in the PD&E and as recommended by the City's consultant, Gannett-Fleming, Inc.; and

WHEREAS, the proposed West Avenue Bridge is expected to improve traffic safety, transit, bicycle and pedestrian mobility and general safety in the area. In addition, the new bridge will create a direct connection across Collins Canal. The proposed Lincoln Court pedestrian bridge was not part of the PD&E study but it also improves pedestrian and bicycle mobility; and

WHEREAS, time is of the essence to move forward with construction of both bridges while traffic is at a low volume on Dade Boulevard due to the west end of the Venetian Causeway road closure; and

WHEREAS, Public Works Department requested Bergeron to submit a cost proposal for the proposed bridges, including the design, permitting and construction of the West Avenue and the approach, reconstruction of the Dade Boulevard, signalization at the intersection of Dade Boulevard and West Avenue and other incidental work; and

WHEREAS, Bergeron submitted for review a proposal to complete the work and the City Engineer's opinion of probable construction cost determines that the final amount of \$3,081,013 (including 10% contingencies) is considered reasonable for the scope of work that is included; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Change Order No. 6 to the Agreement with Bergeron Land Development, Inc., dated April 30, 2014 (the Agreement), in the amount of \$3,081,013, for all work related to installation of the West Avenue Bridge, raising of Dade Boulevard and ancillary improvements for the City.

PASSED AND ADOPTED this _____ day of _____ 2015

ATTEST:

Rafael Granado, City Clerk

Philip Levine, Mayor

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