

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDED FUNDING AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) AND THE CITY OF MIAMI BEACH, WHICH ESTABLISHES NEW COST SHARING AMOUNTS FOR THE CONSTRUCTION PROJECT LOCATED ON INDIAN CREEK DRIVE, BETWEEN 25TH AND 41ST STREETS; AND WHICH SPECIFICALLY INCLUDES THOSE COSTS FOR THE CONSTRUCTION OF A SEAWALL BARRIER WALL, IMPROVING STREET DRAINAGE AND RAISING THE ROADWAY ELEVATION, AND WHICH SHALL OBLIGATE THE CITY TO PAY \$7 MILLION OF THE TOTAL PROJECT COST IN THE AMOUNT OF \$33 MILLION.

WHEREAS, Indian Creek Drive is considered one of the City’s main corridors, forming a southbound artery between North/Mid Beach and South Beach. It provides emergency services and serves as a hurricane evacuation route. During extreme high tide events during spring and fall, Indian Creek Drive, would consistently flood between 26th and 34th Streets; and

WHEREAS, since Indian Creek falls within the Florida Department of Transportation (FDOT) jurisdiction, the City Commission approved an agreement for the cost sharing of a construction project between 26th and 41st Streets, for the construction of a seawall barrier wall, improving street drainage and raising the roadway elevation in the project amount of \$25.5 million dollars); and

WHEREAS, the City and FDOT entered into a Department Funded Agreement (DFA) for Financial Project 439228-2-58-01 on September 30, 2016, for roadway and drainage improvements on S.R. A1A/Indian Creek Drive from 41st Street to 26th Street (M.P. 1.034 to M.P. 0.232). The City owns approximately 30% of land along Indian Creek Drive and 20% of the roadway drainage area, and therefore; the City agreed to a maximum participation cost of \$5.5 million, and FDOT agreed to a maximum participation cost of \$20 million; and

WHEREAS, the original DFA stipulated the project shall be implemented in two (2) construction phases. The Interim Phase included the underground drainage construction component which included the 72-inch pipe trunkline, the pump station structure and the roadway drainage system construction to be executed by the National Joint Powers Alliance (NJPA). The Ultimate Phase included the roadway reconstruction component, including raising the roadway to final grade, which is to be competitively procured through a Design-Build maximum bid contract; and

WHEREAS, subsequently, FDOT requested the City to include a Push Button Project, which consisted of drainage improvements as part of the Interim Phase, and resulted in an increase to the original cost estimate of the project by \$546,385; and

WHEREAS, the Interim Phase has been under construction for almost two years due to unique conditions, and the City and FDOT have agreed to competitively procure the Ultimate

Phase through an Invitation to Bid (ITB) process instead Design-Build maximum bid contract; and

WHEREAS, the DFA must be amended to reflect the changes in the procurement process, and price escalation due to field conditions, increase in scope of work and permitting requirements; and

WHEREAS, FDOT only agreed to a maximum participation for actual eligible costs in the project, including a contingency amount of \$26 million. The City is proposing a maximum participation in the project, including a contingency amount of \$7 million. These amounts are base costs in the agreed proportionate share percentage of 78.7% for the Department and 21.3% for the City, which brings the total amount for the project to \$33 million; and

WHEREAS, the initial DFA only contemplated a portion of the seawall, and FDOT has capped the total seawall contribution at \$5M; and

WHEREAS, should the ITB Contract price exceeds the official cost estimate for the portion of the project corresponding to the scope of the ITB Contract, the parties recognize and acknowledge that the scope and/or cost shall be negotiated with the prospective contractor in order to bring the total cost of the scope to be performed in alignment with the total available funding. Should those negotiations with the prospective contractor be unsuccessful, either party is authorized to reject the ITB bid(s), and the parties acknowledge that there must be a rebidding of the ITB package until an acceptable price or scope modification is reached. If the parties reach an agreement on the revised scope, the City may proceed with the ITB Contract; and

WHEREAS, FDOT and the City are finalizing the contractual terms and conditions surrounding the Amended Agreement for this project.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby authorize the Mayor and City Clerk to execute the Amended Funding Agreement between the Florida Department of Transportation ("FDOT") and the City of Miami Beach, which establishes new cost sharing amounts for the construction project located on Indian Creek Drive, between 25th and 41st Streets; and which specifically includes those costs for the construction of a seawall barrier wall, improving street drainage and raising the roadway elevation, and which shall obligate the City to pay \$7 million of the total project cost in the amount of \$33 million.

PASSED and ADOPTED this ____ day of October, 2018.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10/9/18

Date