

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other

LIVING WAGE APPLIES: YES NO

Requisition/Project No: RFP No. 870 _____

TERM OF CONTRACT: 20 years with 2/5-year options-to-renew

Requisition/Project Title: Joint Development at Douglas Road Metrorail Station

Description: Development on two parcels of land at the Douglas Road Metrorail Station

User Department(s): Transit

Issuing Department: ISD/PMS Contact Person: Fred Simmons Phone: x4259

Estimated Cost: Revenue Producing Funding Source: N/A REVENUE GENERATING: Yes

ANALYSIS

Commodity/Service No: 918-89, 92561, 96164, and 57863		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: *Fred Simmons Jr.*

Date to SBD: May 2, 2013

Date Returned to DPM: _____

Walters, Vivian (RER)

From: Simmons Jr., Fred (ISD)
Sent: Wednesday, May 01, 2013 7:46 PM
To: Walters, Vivian (RER)
Cc: Clark, Veronica (RER); Johnson, Laurie (RER)
Subject: RE: Draft SOW 5-1-13
Attachments: Input Doc-Project Measure Worksheet.doc

Please see the attached.
Thx.

From: Walters, Vivian (RER)
Sent: Wednesday, May 01, 2013 5:25 PM
To: Simmons Jr., Fred (ISD)
Cc: Clark, Veronica (RER); Johnson, Laurie (RER)
Subject: RE: Draft SOW 5-1-13

Fred please submit the "**Departmental Input**" form as well.

Vivian O. Walters, Jr.

Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov

 Office (305) 375-3138 |  Fax (305) 375-3160

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From: Simmons Jr., Fred (ISD)
Sent: Wednesday, May 01, 2013 3:19 PM
To: Clark, Veronica (RER)
Cc: Walters, Vivian (RER)
Subject: Draft SOW 5-1-13

Good Afternoon:

I am developing a RFP for Transit to contract with a developer to develop two parcels on land at the Douglas Road Metrorail station. Please review the attached draft scope (95%) for contract measures. This solicitation is anticipated to result in a revenue generating contract.

Thank you in advance for your review.

2.0 SCOPE OF SERVICES

2.1 Introduction

Miami-Dade County is seeking proposals from experienced developers with a proven track record of undertaking and successfully completing commercial and/or mixed-use developments. Previous experience in successfully completing developments will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal and negotiate and execute the resulting agreement(s). The County will only negotiate and subsequently award an agreement under this RFP to the legal entity that submits the proposal.

Proposals shall offer development of the Development Site to the highest and best economic and transit-related use permitted by existing market conditions. The development must include functional and aesthetic integration of the Douglas Road Metrorail Station into the overall development.

2.2 Project Objectives

The objectives of the County in offering the Development Site described in Exhibit A are the following:

- A. To provide a long term source of income for the County.
- B. To achieve the highest and best use of the Development Site within the shortest time feasible.
- C. To achieve functional and aesthetic integration of the Douglas Road Metrorail Station into the overall development with direct access links between the station and the development.
- D. To focus density around the Douglas Road Metrorail Station and promote increased patronage of the Metrorail system.

2.3 The Development Site

The Development Site is located within the City of Miami at and adjacent to the Douglas Road Metrorail Station. (See Development Site, Exhibit A.)

2.4 Ground Lease

The Development Site will be leased to the selected Developer under a long-term Ground Lease for a term of up to 99 years.

The County reserves the right to determine the form of the agreement and to include standard County clauses and requirements including, but not limited to, indemnification, insurance, bonding requirements and compliance with state, local and federal regulations. A sample Ground Lease is included as Attachment 1.

Fee simple title ownership (?) of the Development Site shall remain in the name of the County.

2.5 Site Construction

The construction phase of the Project shall be completed in accordance with the applicable rules, regulations, ordinances and standards required by the City of Miami, Miami-Dade County or any other applicable regulatory agency. The selected Developer shall obtain certified, experienced and reputable architectural and engineering services, and construction services including a general contractor, project manager and subcontractors. Applicable governmental regulations may include, but are not limited to:

- A. All applicable Occupational, Health and Safety Administration (OSHA) regulations.
- B. All applicable County construction regulations.
- C. Florida Statutes Section 255.05 (Bond of contractor constructing public buildings).
- D. Florida Statutes Section 255.20 (Local bids and contracts for public construction works).
- E. Florida Statutes Section 287.055 (Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services).
- F. All applicable federal regulations, rules, and guidelines.

No construction will commence on the Development Site until the selected Developer has obtained all appropriate approval and permits from all appropriate jurisdictions. Building permits within the Rapid Transit Zone are issued by Miami-Dade County.

The selected Developer shall mitigate any negative impact to transit operations prior to commencing any work that may have such impact. The plan may be amended as necessary as the project progresses. However, the plan and any amendments or changes to the plan must be approved by MDT in writing prior to commencing any work that may impact transit operations.

2.6 Development Costs

All development costs shall be the responsibility of the Developer. The selected Developer will be required to obtain all necessary permits and pay all required permit fees and shall be responsible for all expenses incurred in connection with the proposed development including, but not limited to, surveying, platting, application fees, etc. All off-site public improvements and/or infrastructure required for development of the Site (streets, street widening, street lights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the selected Developer. Extension, relocation, upgrading or connection of new utilities, if necessary, will be the sole responsibility of the selected Developer. All development fees imposed in connection with the development by any municipality, the County or any other agency of appropriate jurisdiction will be the sole responsibility of the selected Developer.

2.7 Financing

The selected Developer shall secure all necessary financing, as well as, any and all licenses and permits required prior to and after construction. The selected Developer shall acquire a term sheet and a letter of intent (or a commitment letter) from a lender indicating its willingness to lend an amount necessary for construction financing of the Project or other documents indicating that the selected Developer has sufficient financing to complete the development.

Should the selected Developer fail, for any reason, to secure adequate financing for development as described in the proposal submitted in response to this RFP, the County retains the right to terminate the Ground Lease and Development Agreement.

2.8 Environmental Issues

The County will provide the selected Developer with available environmental studies upon NTP or shortly thereafter. If necessary, the selected Developer shall prepare any required additional environmental reviews, pursuant to the requirements of the Miami-Dade Department of Environmental Resource Management (DERM), or any other applicable regulatory agency as they pertain to the Site. The selected Developer shall be solely and fully responsible for providing any and all information and paying the cost of any and all studies and analyses required for completion of these assessments. The selected Developer shall be solely responsible for any further environmental remediation of the Site, if required. The County does not make or offer any representation or warranty, whatsoever, regarding the condition of the Site or its sustainability for the uses contemplated by this Solicitation.

2.9 Developer's Responsibilities

After contract awarded, the selected Developer shall be responsible for the following:

- A. Submission of a project schedule/plan delineating steps to complete development of the Site. The project schedule/plan must be approved by the County.
- B. At its sole cost and expense, applying for, obtaining and maintaining any and all permits, licenses and approvals, necessary prior to and after construction.
- C. Re-platting of the Development Site if required.
- D. Submission of a plan to mitigate any disruption to transit operations. The plan must be approved in writing by Miami-Dade Transit prior to commencement of any work that could impact transit operations.
- E. Any additional environmental review, soil testing, and/or remediation on the Site. This shall be done at the sole expense of the selected Developer.
- F. Payment of any and all taxes associated with the development of the Site, and all recording fees and taxes associated with filing a lease memorandum and Project financing.
- G. After awarded project completion, payment of any other taxes, including, but not limited to ad valorem real estate taxes, that may be associated with the Project and/or the Site.
- H. Submission of status reports to the County regarding the Project development on a quarterly basis, or more frequently, if required by the County.
- I. Commencement and completion of the construction of the Project in a timely manner.
- J. Repair or rebuilding of the fifty parking space park and ride lot located on the southwest corner of the property prior to or concurrent with commencement of construction.

- K. Replacement of the 226 existing transit parking spaces that are eliminated through the development of the Development Site.

2.10 Property Taxes

Because the Site is County-owned property, it is not currently subject to real estate taxes. However, it is the responsibility of the selected Developer to determine any and all tax consequences which may arise due to placing the development on County-owned land. The County makes no representations or warranties as to the continued availability of any exemption or tax benefit, or to the selected Developer's ability to receive any such exemption or benefit.

2.11 FTA and FDOT Approval

This solicitation is for the joint development of property purchased, in part, with funds provided by the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT). Accordingly, all agreements resulting from this solicitation must comply with all FTA requirements for joint development. (The FTA Joint Development Policy is attached as Exhibit B.) Additionally, award of any agreement subsequent to this RFP will be subject to approval from the FTA and Florida Department of Transportation (FDOT). Such approvals are required prior to approval by the Board of County Commissioners.

2.12 Approach to Site Development

Developer shall include in its approach to development of the Site the following aspects:

- aesthetic integration of the station into the overall development, including
- design which best meets the highest and best economic and transit-related use permitted by existing market conditions
- layout which maximizes use of the Development Site
- landscaping
- construction that meets all applicable regulatory requirements
- mitigation of negative impacts on transit operations during construction.

2.12 Payments to the County

The selected Developer shall pay the County an Initial Rent prior to completion of the development and, thereafter, a Guaranteed Rent. The payments shall be provided as follows:

A. Initial Rent

The selected Developer shall pay the County an Initial Rent during the period between NTP or the award of the Agreement by the Board of County Commissioners (BCC) (??) and the date that the selected Developer is able to occupy the development covered under

the Agreement resulting from this Solicitation (Date of Beneficial Occupancy).

B. Guaranteed Rent

After the Date of Beneficial Occupancy and through the termination date of the Agreement, the selected Developer shall pay the County Guaranteed Rent in accordance with the terms of the resulting Agreement.

Note: The minimum acceptable Guaranteed Rent will be based upon the appraised fair market rental value which shall be determined by appraisal(s) performed by independent appraiser(s) selected by the County. The Guaranteed Monthly Rent shall be adjusted upward by three percent (3%) at the end of each Lease Agreement Year. The County reserves the right to reevaluate the Guaranteed Rent every ten (10) years and adjust for market conditions.

C. Participation Rent

In addition to Minimum Guaranteed Rent, the selected Developer shall pay the County Participation Rent which shall be a percentage of total ~~net or gross ??~~ revenue generated by the development in accordance with the terms of the resulting agreement. ~~Net revenue shall be~~ Gross Revenue, as defined herein, less allowed exclusions for expenses such as common area maintenance (CAM). Exclusions from total Gross Revenue, including CAM expenses, may not exceed 20% of the Gross Revenue generated by the development