

**Exhibit A to Addendum No. 3  
List of Changes to the Quail Roost Drive RFP**

**The cover page has been revised to read as follows:**

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN MAY 23, 2017 BY 12 NOON (LOCAL TIME) AT PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, OVERTOWN TRANSIT VILLAGE, 701 NW 1<sup>ST</sup> COURT, 16<sup>TH</sup> FLOOR, MIAMI, FLORIDA 33136

**The cover page has been revised to read as follows:**

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, DISABILITY, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, PREGNANCY, MARITAL STATUS, FAMILIAL STATUS, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, ACTUAL OR PERCEIVED STATUS AS A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING OR SOURCE OF INCOME.

**The definitions on pages 2-6 have been revised to add the following definitions or amend existing definitions:**

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

\* \* \*

The words "**Development Plan**" to mean a schematic site plan design that depicts the exact locations of proposed commercial, housing and transit elements of a fully integrated transit oriented development. The Development Plan is required as a threshold item. Refer to Sections 1.1 and 2.1 - 2.4, and throughout this document for required items of the Development Plan.

\* \* \*

The word "**FTA**" to mean Federal Transit Administration.

The word "**FDOT**" to mean the Florida Department of Transportation (FDOT).

\* \* \*

The words "**Project Completion**" to mean the construction of each unit will be considered complete only when all the DTPW and PHCD final punch-list items are completed, approval of the final building inspection, and a Certificate of Occupancy from the County Building Department is obtained, all open permits are closed, and all warranty documents and related systems manuals and warranties are submitted by the Developer to the County.

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The words “**Property**” to mean that certain property owned by the County and which is more fully described in Section 2.1 of this RFP.

\* \* \*

The words “**Small business**” to mean a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 C.F.R. Part 121 shall be used, unless the County determines that their use is inappropriate.

\* \* \*

The words “**Workforce Housing**” to mean a dwelling unit that is rented to a household whose income range is established at 60% up to 140% of the most recent median family income for the County reported by the U.S. HUD.

The term “County Property” has been deleted in its entirety.

**Section 1.1 of the RFP on pages 6-8 has been revised to read as follows:**

**1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the “County,” as represented by the Department of Transportation and Public Works (DTPW) and the Department of Public Housing and Community Development (PHCD), is seeking project proposals from interested and experienced mixed-finance developers to perform development functions including evaluation of the Quail Roost Drive site described below, to: provide a Development Plan for the site, leverage capital, and create an attractive and affordable mixed-income housing development. The Development Plan is left to the discretion of the proposer; however it must provide a fully integrated transit-oriented development with housing, commercial space and transit amenities. A successful proposal will minimally provide 500 housing units, 10,000 square feet of commercial space (after a full market analysis is conducted), a park-and-ride garage with 261 spaces exclusively for transit users and parking spaces to support the housing and commercial components.

The Quail Roost Drive site consists of a total of 8.5 acres; inclusive of 5.3 acres owned by PHCD and 3.2 acres owned by DTPW (refer to the map on page 8, and Exhibit E Site Survey). The site is bound by two residential homes, vacant land proposed for development and SW 184th Street/Eureka Drive on the north, a private business on the west, SW 186th Street/Quail Roost Drive on the south, and the South Miami-Dade Transitway on the east. Homestead Avenue bisects the site, dividing it into west and east portions consisting of 2.9 acres and 5.6 acres, respectively. There is potential for a future rapid transit corridor with a light or heavy rail connection to the east of the site, which may be located above or alongside the Transitway. The Quail Roost Drive site is within Census Tracts 83.09 and 102.07. The site is located in Commission District 9, and is within the Perrine Neighborhood Revitalization Strategy Area (NRSA). The site is also located within the West Perrine Community Redevelopment Area, and within the Perrine Targeted Urban Area.

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DTPW and PHCD are seeking proposals for multi-family projects from interested qualified firms to provide affordable housing units for residents with a variety of income levels; ranging from extremely low income, very low, low, moderate and workforce housing units, and housing units with unrestricted income levels. Successful proposals should address how the proposed development will mitigate traffic congestion, and how it will increase transit ridership. The successful proposer will improve access to employment for residents of the Perrine Targeted Urban Area, and will assist the economic development goals of Miami-Dade County. The successful proposer must comply with all applicable county, state, and federal regulations. The proposal must specify how the development will comply with HUD requirements, Section 3 hiring requirements, and Davis-Bacon wage rate requirements. Information regarding these regulations are included as Exhibits A, B, and C.

Project proposals should take into consideration the needs and current market conditions, and utilize the land to leverage other public (County and State funds including obtaining Low Income Housing Tax Credits) and private funds to develop the site into a vibrant and sustainable "mixed-income" neighborhood with a wide range of family incomes. The successful proposer will be expected to execute future Development Funding Agreement/s with Miami-Dade County, a sample of which is included as Exhibit D.

Approximately \$3,989,477 in funding is available to support development of the parking garage, walkways and canopies connecting to the Transitway. The Transit funds breakdown is as follows: FTA funds total \$1,096,077, FDOT funds total \$1,446,700 and a Local Match of \$1,446,700. Transit funds are reimbursable after work has been completed and the developer/contractor has demonstrated compliance with federal requirements. The construction contract for the Transit component is to be procured in accordance to the requirements provided in FTA Circulars 4020 and 7050.1, which are included as Exhibits K and L. The developer is required to maintain separate finances for the Transit component. This funding is contingent upon clearing the environmental assessment with the FTA and negotiating a Joint Participation Agreement between FTA, FDOT, the County, and the successful proposer. Funding to support the above mentioned items will be available for reimbursement after December 31, 2017. The Transit component must be completed as part of the initial phase, but no later than three (3) years from the commencement date of the lease. Additionally, PHCD may make available funds through one or more of its housing programs, i.e., HOME, CDBG, Surtax or SHIP.

The location of the transit components of the development, including the parking garage and covered walkway connections to the South Dade Transitway, may be built on either DTPW or PHCD land, with exact location to be depicted by the proposer on the Development Plan. In order to best serve the public, these facilities shall be developed on the eastern side of the property, proximate to the South Dade Transitway and existing bus station. This approach will allow for development of a fully integrated transit oriented development that is fully accessible to the Transitway. The successful proposer will be required to execute a future ground lease(s) or sub-ground leases with the County, and future Development Funding Agreement/s that establish those controls and restrictions necessary to comply with federal requirements. Proposers are required to submit a Market Analysis that demonstrates a demand for the parking garage. **Proposals lacking this required Market Analysis will not meet minimum threshold, will be deemed non-responsive and will not be scored.**

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The successful proposer must completely fill out and sign the AIA Standard Form of Agreement between County and Contractor; a sample form is included as Exhibit G. The successful proposer must completely fill out and sign all FTA-required third party contract clauses and certification forms, and the Buy America certification of compliance form, included as Exhibit H. A copy of the Code of Federal Regulations, Title 49 Part 661, Buy America Requirements is included as Exhibit I. Development of the FTA-funded portion of the project must proceed rapidly, as there are time limits associated with the FTA funding. The Federal Transit Administration and the Florida Department of Transportation (FDOT) must approve a future ground lease for the site, prior to the Miami-Dade Board of County Commissioners' approval of the ground lease and Development Funding Agreement(s). The developer is required to maintain separate finances for the Transit component. **Proposals lacking these required forms needed to meet minimum threshold will be deemed non-responsive and will not be scored.**

The Development Plan for the site may include a substantial commercial component to augment and compliment the housing development, if it makes sense based on a thorough market analysis conducted by the applicant. **Proposals lacking this required commercial market analysis document needed to meet minimum threshold will be deemed non-responsive and will not be scored.** A scoring bonus is provided for proposals that provide additional commercial square footage beyond the minimum requirement of 10,000 square feet. The type and extent of commercial space is left to the discretion of the proposer. The Development Plan shall include adequate parking to support the mixed-use housing and commercial development and a park and ride for the adjacent South Dade Transitway. As the project is completed, the developer shall have control of the land and all improvements thereon through a long-term ground lease with rental payment to be negotiated. The selected Developer shall provide property management services for the resulting development.

Miami-Dade County is seeking an administrative zoning variance that may increase the development capacity of the site, to allow for a higher building height, and to allow for an increased density of up to 125 units per acre net. However, the current zoning code applicable to the site, the Perrine Community Urban Center PECUC District, allows for a density of up to 60 units per acre net. The PECUC District zoning regulations are included as Exhibit F. The PECUC also contains a requirement that a 5,500 square foot park or open space be provided at ground level, with location to be determined by the successful proposer, PHCD, DTPW, and Miami-Dade County's Regulatory and Economic Resources Department (RER).

The following upgrades and improvements to water and sewer infrastructure are required to be completed, and must be included in the proposed Development Plan: 1) provide a 12" water main extension of at least 1,400 linear feet; 2) provide an upgrade of an existing 8" vitrified clay sewer pipe to a new ductile iron pipe; and 3) provide a 8" SAN gravity extension of at least 360 linear feet. It is the successful proposer's responsibility to plan, fully fund, and develop the water and sewer upgrades needed to support the development. Additional water and sewer infrastructure improvements beyond those minimum upgrades specified above may be proposed and depicted in the Development Plan, at the discretion of the proposer. **Proposals lacking a Development Plan showing that the above specified water and sewer**

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**improvements will be developed do not meet minimum threshold, will be deemed non-responsive and will not be scored.**

The RER noted the presence of contaminants at the site, including polycyclic aromatic hydrocarbons (PAHs), arsenic, and total recoverable petroleum hydrocarbons (TRPH) in recent memorandums (Exhibit J). Further environmental testing and due diligence will be necessary as part of site development. Any future site development plans shall include the most recent sampling data for the site and the contamination, as applicable, may need to be addressed concurrently with development. The selected Developer shall provide environmental reports and due diligence, pay all fees, and fund and complete any cleanup actions necessary to environmentally clear the site prior to development.

**National Environmental Policy Act (NEPA) and Joint Development Approval**

DTPW will perform an Environmental Assessment of the highest ranked firm's proposed project, as required by NEPA. This process is expected to take 3 to 4 months; however, the time is highly dependent on FTA review and approval time. A lease agreement must also be approved by the FTA and FDOT prior to the Board of County Commissioner's approval.

**Section 1.2 of the RFP on page 10 has been revised to read as follows:**

Deadline for receipt of proposals: May 23, 2017 by 12:00 Noon (Local Time)

**Section 1.6 of the RFP on page 11 has been revised to read as follows:**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or

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- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

Further, Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

**Section 1.15 of the RFP on page 12 has been revised to read as follows:**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Miami-Dade County's Internal Services Department (ISD), Vendor Services Section within fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from ISD's website at <http://miamidade.gov/Procurement> and click on "Online Vendor Registration" or from the Vendor Services Section at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.

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5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution No. R-182-00 and the A.D.A.
7. Collection of Fees, Taxes, and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**A new Section 1.18 was added to the RFP on page 13, to read as follows:**

**1.18 RIGHTS OF PROTEST**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

**Sections 1.18 through 1.43 were renumbered to read 1.19 through 1.44, respectively, to account for the addition of a new Section 1.18.**

**The new Section 1.22 of the RFP on pages 14-18 has been renumbered and revised to read as follows:**

**1.23 RULES, REGULATIONS, AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws, ordinances, and regulations applicable to the services completed herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (C.F.R.) Part 135, as amended by interim rule

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published on June 30, 1994 (59 FR 33866) in the event HUD funds are used to assist the project. Applicable rules, regulations and licensing requirements are listed below:

- a) Executive Order 11246 "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60), as well as the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 C.F.R. Part 36, the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations pursuant thereto (24 C.F.R. Part 40), the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The prohibitions against discrimination on the basis of disability (including requirements that reasonable modifications and accommodations be made to make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 C.F.R. Part 8).
- b) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 6).
- c) US HUD's reporting requirements and regulations, as specified in the Grant Agreement and required of the County/Proposer.
- d) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).
- e) Compliance with Executive Order 12549 "Debarment and Suspension," which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- f) Mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- g) US HUD procurement regulations as set forth in 2 C.F.R. Part 200 and 24 C.F.R. Part 963 as further explained in HUD Handbook 7460.8 Rev. 1.
- h) Executive Order 13279 and all applicable HUD regulations related to the requirement for equal participation of Faith-Based and Community Organizations in HUD programs and activities. It is the policy of the County that it shall not discriminate against an organization on the basis of the organization's religious character or affiliation.
- i) The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- j) Davis-Bacon Act, 40 U.S.C. § 276a to 276a-7, as supplemented by Department of Labor regulations (29 C.F.R. Part 6).



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- k) Prevailing Wages for consultants hired by the developer. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. § 1437j) the Consultant shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.
- l) The Fair Housing Act of 1968 (42 U.S.C. § 3601-19) and regulations pursuant thereto (24 C.F.R. Part 100) as amended; Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 C.F.R. Part 107); and the fair housing poster regulations (24 C.F.R. Part 110); Title II of the Americans with Disabilities Act 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973; the Architectural Barriers Act of 1968; Section 109 of the Housing and Community Development Act of 1974 (Section 109); and the respective implementing regulations for each Act.
- m) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 C.F.R. Part 1) relating to non-discrimination in housing.
- n) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- o) Miami-Dade County Code, Chapter 11A, Article IV (Employment). All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Commission on Human Rights, Equal Employment Opportunity Commission, Florida Commission on Human Relations or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- p) Miami-Dade County Code, Chapter 11A, Articles II (Housing) and III (Public Accommodation), which prohibit discrimination on the basis of race, religion, color, age, sex, national origin, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, marital status or source of income (housing only).
- q) Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Developer must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- r) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 C.F.R. Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.

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- s) Energy Efficiency. Pursuant to Federal regulations and Federal law, except when working on an Indian Housing Authority Project on an Indian reservation, the Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C. § 6321 et. seq.).
- t) Vicinity Hiring, if applicable, as required in Dodd-Frank “Wall Street Reform and Consumer Protection Act,” January 5, 2010 §1497(a)(8).
- u) Building Construction Standards, Chapter 553 of Florida Statutes.
- v) Copyrights and Rights in Data. US HUD has no regulations pertaining to copyrights or rights in data as provided in 2 C.F.R. part 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (Form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Consultant pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.
- w) Retention and Inspection of Records. Pursuant to 2 C.F.R. §§ 200.333 and 200.336 access shall be given by the developer and its Consultant to the County, US HUD, FTA, FDOT, the Comptroller General of the United States, and the Office of the Inspector General, or any of their duly authorized representatives, to any books, documents, papers, and records of the developer or its Consultant, which are directly pertinent to this Agreement for purposes of conducting an audit, examination, excerpts, and transcriptions. All records shall be retained for three (3) years after the County and developer and other subgrantees make final payments and all other pending matters are closed.
- x) Design Certification. Where the County is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Project, the developer's Consultant shall provide such certification to the County.
- y) Restrictive Drawings and Specifications. In accordance with 2 C.F.R. 200,319, the developer or its consultant shall not require the use of materials, products, or services that unduly restrict competition.
- z) Limitation of Payment to Influence Certain Federal Transactions. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, 31 U.S.C. § 1352, provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Consultant, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- aa) Members of Congress. Because of the contract agreement between the County and US HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise from it.

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bb) Conflicts of Interest. Based in part on federal regulations (24 C.F.R. § 570.611) and Contract agreement between the County and HUD, no employee, officer, or agent of the County (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a

financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agent will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the County nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any project included or planned to be included in any Project, in which any member, officer, or employee of the County, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the County was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the County, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the County and such disclosure is entered upon the minutes of the County, the County, with the prior approval of the Government, may waive the prohibition contained in this subsection. Provided that any such present member, officer, or employee of the County shall not participate in any action by the County relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this Solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

- cc) 2 C.F.R. Part 2424 which applies to the employment, engagement of services, awarding of contracts, sub-grants, or funding of any recipients, or Developers or sub-Developers during any period of debarment, suspension, or placement in ineligibility status.
- dd) Lead-Based Paint Poisoning Act (42 U.S.C. § 4821, et. seq.).
- ee) Cost Controls and Safe Harbor Standards for Homeownership Development (Effective April 1, 2004).
- ff) Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 C.F.R. Part 135, if applicable, as amended by interim rule published on June 30, 1994 (59 FR 33866). Consultants (developer) and Sub-consultants (contractors and sub-contractors), awarded PHCD project work funded by HUD, shall comply with Section 3 HUD regulations, by providing training and employment opportunities to low and very-low income persons, preferably to residents of public housing developments, and business opportunities to firms that employ 30% or more low-income residents as full-time workers.
- gg) Prohibition Against Liens. The developer is prohibited from placing a lien on the County's property. This prohibition shall be placed in all sub-contractor contracts.
- hh) Federal Transit Administration Guidance on Joint Development. FTA Circular 7050.1 provides guidance to recipients of FTA financial assistance on how to use FTA funds or FTA-funded real property for joint development. This item is included as Exhibit K.
- ii) FTA Third Party Contracting Guidance. FTA Circular 4020 provides contracting guidance for recipients of federal assistance awarded by the FTA when using that federal assistance to finance its procurements (third party contracts). This item is included as Exhibit L.

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- jj) Compliance with 49 C.F.R. § 26.7 binding the lessee or transferee not to discriminate based on race, color, national origin or sex.
  
- kk) 49 C.F.R. § 27.7 and 49 C.F.R. § 27.9 (b) and 37 binding the lessee or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed; and language contained in FTA Master Agreement, updated annually in October, particularly relating to conflicts of interest, debarment and suspension, and continuing control of the property by DTPW.

**Notwithstanding the foregoing, the proposer will only be required to comply with HUD related laws and regulations, if any portion of the project is funded by the County with HUD funds.**

**Section 1.25 of the RFP on page 18, was renumbered and revised to read as follows:**

**1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED**

Proposers are advised that when subcontractors or subconsultants are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. R-1634-93 may apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance, or administrative order.

**Section 1.26 of the RFP on page 19, was renumbered and revised to read as follows:**

**1.27 INSPECTOR GENERAL REVIEWS**

**A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this Solicitation, if applicable, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Solicitation or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this

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Solicitation or any contract issued as a result of this Solicitation. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

**The title of Section 1.29 of the RFP on page 20, was renumbered and revised to read as follows:**

**1.30 FEDERAL FAIR SUBCONTRACTING POLICIES (24 C.F.R. § 200.321)**

**The first paragraph of Section 2.2 of the RFP on pages 25-26, were revised to read as follows:**

**2.2 OBJECTIVES**

Before commencement of any development activities, the selected Developer shall enter into mutually agreeable Funding and Development Agreement/s, setting forth the terms and conditions for the mixed-finance development for the Quail Roost Drive project. A sample Development Funding Agreement for a similar project is provided as Exhibit D, for reference purposes only. The final negotiated Development Funding Agreement/s will be subject to the approval of US HUD and the Miami-Dade Board of County Commissioners.

**Section 2.5 of the RFP on page 30 has been revised to read as follows:**

**2.5 ITEMS TO BE PROVIDED BY PHCD AND DTPW:**

1. Land under a long-term lease, with a minimum term of 65 years, with agreement to be negotiated
2. Environmental clearance for the site
3. Pool of residents eligible for rental units

**The beginning of Section 2.6 of the RFP on page 30 has been revised to read as follows:**

**2.6 PAYMENT AND PERFORMANCE BOND**

In addition to architectural/engineering, financial, legal, and property management services and any other required services, awarded developer shall procure a general contractor (using a competitive low-bid process or submit identity of interest waiver (when the contractor is affiliated with Proposer) for PHCD and HUD approval, if applicable) that has the experience, bonding and Insurance capacity to build the proposed project. Bonds and Insurance shall comply with the standards outlined in Exhibit D herein.

For projects which involve construction or rehabilitation work, the County requires the applicant provide the County with a Payment and Performance Bond in the full amount of the construction contract, naming the County as a dual obligee. For projects which involve construction or rehabilitation work on County-owned property, the County shall require, at least ten (10) days'

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prior to the commencement of any construction work on the property and to the purchase and delivery of any materials, equipment or supplies for construction, a payment and performance bond that meets the requirements set forth in Florida Statutes, Section 255.05, which bond shall be in the full amount of the construction costs of all of the improvements to be undertaken on County-owned property and shall cover all contractors, subcontractors, or materials providers downstream from the Developer, including but not limited to the General Contractor. The payment and performance bond shall name the Developer as the principal and the County as a dual obligee. In lieu of applicant providing a Payment and Performance Bond, the County may, at its sole and absolute discretion, accept an alternative form of security permitted pursuant to Florida Statutes, Section 255.05(6) in an amount to be determined by the County, in its sole and absolute discretion. However, the County shall in no event be required to accept any alternative to the Payment and Performance Bond.