

## Comment Submittal Form

### **Background**

Miami-Dade County (the “County”), a political subdivision of the State of Florida, is releasing the attached draft of a Request for Proposals (RFP) for the MetroCenter Redevelopment project to solicit industry comments on this potential future solicitation. The comments received may be used by the County to further develop the solicitation or project.

Comments may be submitted in writing by following the instructions below. If the respondent is also requesting to discuss their comments at a meeting with the County, please include the times available to meet on the Comment Submittal Form. The County will review the comments submitted and intends to make meetings available for up to 30 minutes each to respondents that request a meeting, on a first come, first served basis.

### **Instructions to Provide Comments**

Each respondent is requested to fill out the Comment Submittal Form in its entirety, as applicable, and to the best of its ability. A clear and concise response to each section is encouraged. Overly elaborate responses are not requested or desired. If an item is not applicable to the respondent, the response to such item should be N/A.

To submit your comments, complete, sign and email the Comment Submittal Form by **August 29, 2022** to the County’s contact person Rita Silva at [rita.silva@miamidade.gov](mailto:rita.silva@miamidade.gov).

### **General Information Regarding Comments**

- Providing comments on the draft RFP is voluntary and is not a prerequisite for any potential subsequent procurement process. Vendors not responding to provide their comments will not be precluded from responding to any future solicitation.
- There is no cost to submit this form with your comments.
- This request to provide comments is for market research purposes and not a solicitation. No award will be issued as a result of this request.
- This request for comments does not constitute a commitment, implied or otherwise, that the County will initiate a procurement action for the project or in the manner stated herein.
- No price offers or unsolicited proposals for this project are sought.
- All expenses involved with the preparation and submission of comments, or any work performed in connection therewith, or attendance at any comments meeting with the County shall be borne by the respondent. The County will not be responsible for any cost incurred by anyone in furnishing any information requested herein, or subsequently.
- Pre-printed marketing material should not be included in a response.
- All information submitted as part of, or in support of, the respondent’s written comments either in response to this request or at a meeting with the County will be available for public inspection and may be considered by the County.

Thank you in advance for your contribution.

### Comment Submittal Form

Respondent Legal Company Name (include d/b/a if applicable) <input style="width: 90%;" type="text"/>	Federal Tax Identification Number <input style="width: 80%;" type="text"/>		
Company Operating Address <input style="width: 90%;" type="text"/>	City <input style="width: 80%;" type="text"/>	State <input style="width: 30%;" type="text"/>	Zip Code <input style="width: 30%;" type="text"/>
Respondent's Authorized Representative <input style="width: 90%;" type="text"/>	Email Address <input style="width: 80%;" type="text"/>		Phone Number (incl. area code) <input style="width: 30%;" type="text"/> <input style="width: 30%;" type="text"/>

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF VENDOR'S RESPONSE**

The respondent acknowledges and agrees that the submittal of the response is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the response will be available for public inspection and may be considered by the County. **By submitting a response to this request for comments, respondent agrees that all such materials may be considered to be public records. The respondent shall not submit any information in response to this request for comments which the respondent considers to be a trade secret, proprietary or confidential.** In the event that the response contains a claim that all or a portion of the response submitted contains confidential, proprietary or trade secret information, the respondent, by signing below, knowingly and expressly waives all claims made that the respondent, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

**Acknowledgment of Waiver:**

Respondent's Authorized Representative's Signature	Title	Date

The respondent provides the following responses and comments on the draft RFP and project for the County's consideration. Respondent may also attach its responses to this form.

1. What services does your firm provide?
2. Would any of the provisions of the RFP prevent your firm from responding to the solicitation? If yes, please explain and offer alternatives.
3. Have there been any provisions in a competitive solicitation for a similar project that respondent would like to see in this RFP and recommends the County add?
4. Do you have any suggestions specific to this project that the County should consider in determining how best to proceed to obtain an advantageous contract and maximize revenue to the County?

**Comment Submittal Form**

5. Provide any other general comments specific to this RFP that would add value and guidance to the County on the project or industry information that may be valuable to the County.

6. If the respondent is requesting to discuss its comments at a meeting with the County, complete the below chart. Provide time slots that respondent is available each day starting on the hour and half-hour, beginning at 9 a.m. and ending at 5:00 p.m. (i.e., 10 a.m. and 4.30 p.m., etc.).

<b>Date</b>	<b>Time Slots Available</b>	
August 29, 2022		
August 30, 2022		
August 31, 2022		

*This document is a draft of a planned solicitation and is subject to change without notice.*

**REQUEST FOR PROPOSALS (RFP)**  
**EVENT No.: [ \_\_\_\_\_ ]**  
**METROCENTER REDEVELOPMENT**



**ISSUED BY MIAMI-DADE COUNTY:**  
Internal Services Department

**COUNTY CONTACT FOR THIS SOLICITATION:**  
Rita Silva, CPPO  
Chief, P3 and Innovative Procurement  
111 NW 1<sup>st</sup> Street, Suite 2100, Miami, Florida 33128  
Telephone: (305) 375-1081  
E-mail: rita.silva@miamidade.gov



Please visit the Integrated Financial Resources Management System (INFORMS) at <https://supplier.miamidade.gov> for this RFP and other competitive bidding opportunities.

It is the policy of Miami-Dade County that all elected and appointed County officials and County employees shall adhere to the public service honor code (honor code). The honor code consists of minimum standards regarding the responsibilities of all public servants in the County. Violation of any of the mandatory standards may result in enforcement action (see Implementing Order 7-7).

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## 1.0 SOLICITATION OVERVIEW AND SCHEDULE

### 1.1 Introduction

Miami-Dade County, as represented by the Miami-Dade County Internal Services Department, is soliciting proposals for a Master Developer on the MetroCenter Redevelopment project for County-owned property in the urban core of the City of Miami. The County is seeking Proposers with experience in similar large scale projects and that can bring resources in master planning, development, financing, and marketing of large-scale real estate development projects in order to capture their fair share of market demand.

The selected Proposer will create a detailed Master Plan for the properties in accordance with **Attachment 1, Scope of Services** and guided by **Attachment 2, Design Guidelines** and will execute the redevelopment of the properties in accordance with the plan. A summary of the properties included within the Project and an aerial location map are provided in **Exhibit 1, Development Site Summary**.

The County anticipates entering into a single Development Agreement with the selected Master Developer as a result of the Solicitation. A term sheet for the Development Agreement is provided as **Attachment 3**. Following the successful completion of responsibilities in the Development Agreement, the County anticipates entering into a Lease for each site that will be privately operated. The Master Developer shall have the exclusive right to enter into negotiations with the County to achieve a Lease intended to represent highest and best use for each site. The Master Developer shall also be responsible for the design and construction of a Downtown Intermodal Terminal for the Department of Transportation and Public Works that is a flagship facility as the center of the transportation system.

This competitive Solicitation is divided into two phases. In Phase 1, the County will solicit and evaluate the Phase 1 Proposals with the intent of short-listing Proposers, in accordance with **Section 4.9, Short List Process**, that the County determines to be the most highly qualified to successfully deliver the Project. The Short Listed Proposers will, in the County's discretion, be invited to participate in the Individual Negotiation Meetings process and to prepare a Phase 2 Proposal. The County will issue Phase 2 of the RFP, in the County's sole discretion, to the Short Listed Proposers to include the submittal requirements and evaluation criteria.

Phase 2 of the RFP will seek to request Short Listed Proposers to provide technical submissions that provide details such as elements of a draft Master Plan; a detailed plan for the first phase of the master development, including the Downtown Intermodal Terminal (to include engineering and architectural drawings to a certain percentage); a plan to provide all of the necessary infrastructure for the site; a real estate market analysis of the site; and a narrative of the build out of the master development by phase of the Project, including type of use (commercial, residential, retail, etc.) and size (square footage, units, parking spaces, etc.). Requested financial submission details in Phase 2 of the RFP will likely include comprehensive financial models that cover the financing of the first phase of the development; a high level financial model of the entire Project; Proposer's valuation of the first phase for property that will be used to estimate the ground lease value; and information regarding ground lease, rent and master developer fees. These submission items are subject to change and the actual submittal requirements will be issued in Phase 2 of the RFP.

Phase 2 of the RFP will be supplemental to this Phase 1 and will be added to the RFP via addenda. All terms and conditions of the RFP shall continue to apply during Phase 2 to the extent not amended or modified by an addenda.

### 1.2 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:

1. The words "Competitive Selection Committee" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this Solicitation.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

3. The words “Design Guidelines” to mean the technical and design guidelines attached hereto as **Attachment 2**. Updates to the Design Guidelines may be provided to Short Listed Proposers with the draft Phase 2 of this Solicitation.
4. The words “Development Advisor” to mean the Team Member(s) responsible for identification of the appropriate product mix and timing for the Project to maximize its fair market share and achieve the goal of highest and best economic and social use.
5. The words “Development Agreement” to mean the agreement entered into by the County and the Master Developer which sets the standards and conditions which govern the Project development. A term sheet for anticipated contractual language to be included in the Development Agreement is attached hereto as **Attachment 3** and will be replaced by the draft Development Agreement during Phase 2 of this Solicitation.
6. The words “Development Site” to mean approximately 16.6 contiguous acres of County-owned land within downtown Miami, Florida as listed in **Exhibit 1, Development Site Summary**.
7. The words “Downtown Intermodal Terminal” to mean the transit facility with a connection to the Government Center Station for Metrorail and Metromover as specified in **Attachment 2, Design Guidelines**.
8. The words “Downtown Intermodal Terminal Builder” to mean the Team Member(s) that will be responsible for all construction activities related to the Downtown Intermodal Terminal, including the general contractor, which are duly authorized to perform this work in the State of Florida.
9. The words “Downtown Intermodal Terminal Designer” to mean the Team Member(s) that will be responsible for all tasks related to the design of the Downtown Intermodal Terminal, including the following personnel: architect(s), landscape architect(s), engineer(s), and other professionals, that are duly authorized to perform this work in the State of Florida.
10. The words “Eligible Financial Institution” to mean a bank or financial institution having long-term, unsecured debt ratings of not less than “A/A2” from two of the major national ratings agencies (Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group).
11. The words “Eligible Surety” to mean a bonding surety licensed in the State of Florida, listed on the U.S. Department of the Treasury’s “List of Certified Companies,” and rated “A/A2” or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group) or rated at least A, Class VII or better according to A.M. Best’s Financial Strength Rating and Financial Size.
12. The words “Equity Participant” to mean each member of a Project Team that will contribute shareholders’ equity to the Proposer as part of the financing plan for the Project.
13. The words “Finance Team” to mean the Team Member(s) responsible for obtaining financing for the Project.
14. The words “Joint Venture” to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
15. The words “Key Personnel” to mean the Project Managers and key employees to be assigned to oversee the Project as described in each Proposal.
16. The word “Lease” to mean a ground lease agreement entered into by the County and the Master Developer which sets the terms and conditions which govern the development of each property. The draft Lease will be provided to Short Listed Proposers with the draft Phase 2 of this Solicitation.
17. The words “Marketing and Branding Participant” to mean the Team Member(s) responsible for public relations, advertisement campaigns, and community engagement for the purpose of creating interest by the development and end-user communities, with the goal of achieving maximum market penetration and financial feasibility.
18. The words “Master Developer” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
19. The words “Master Planner” to mean the Team Member(s) responsible for the design and integration of all Master Plan elements.
20. The word “Project” to mean the all-inclusive sum of all tangible and intangible products and Services to be provided to the County under the Development Agreement and any subsequent Leases issued pursuant to the Development Agreement, to include all equipment, components, hardware, infrastructure, design, development, construction/building, financing, management, operation, maintenance, and any other ancillary items or Services required in order to meet the Scope of Services and any requirements in the Design Guidelines.
21. The words “Project Team” to mean the Proposer, Subcontractors, and all Team Members and their subcontractors proposed by a Proposer in response to this Solicitation.
22. The word “Proposal” to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Project, and as amended or modified through negotiations.



23. The word “Proposer” to mean the Team Member that is a firm, corporation, joint venture, partnerships, individual, or other legal entity, as stated on the Submittal Form completed via INFORMS, submitting a Proposal to this Solicitation. Such entity must be in existence at the time of Proposal submission. Failure to be legally established may result in the Proposal being deemed non-responsive in accordance with **Section 4.1**.
24. The words “Scope of Services” to mean **Attachment 1** of this Solicitation, which details the work to be performed by the Master Developer.
25. The words “Short Listed Proposer” to mean a Proposer that has been selected by the County to proceed to the Individual Negotiation Meetings and Phase 2 of the RFP.
26. The word “Solicitation” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
27. The word “Subcontractor” to mean any person, firm, entity or organization, other than the employees of the Proposer, who contracts with the Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Proposer.
28. The words “Team Member” to mean each entity set forth in the organizational chart submitted in a Proposal that will perform a lead role in the Services related to the Project to include the Master Developer and Equity Participant(s); and, for the master development activities, to include the Development Advisor, Master Planner, and Marketing and Branding Participant(s); and, for the Downtown Intermodal Terminal, to include the Downtown Intermodal Terminal Designer and Downtown Intermodal Terminal Builder.
29. The words “Work”, “Services”, or “Program” to mean all matters and things that will be required to be done by the Master Developer in accordance with the Scope of Services, the Design Guidelines, and the terms and conditions of this Solicitation.

**1.3 Schedule**

The schedule for Phase 1 of this Solicitation is as follows. Any changes to the schedule will be provided via addendum.

<b>Phase 1</b>	
Phase 1 Solicitation Issued	TBD
Pre-Proposal Conference	TBD
Deadline for Receipt of Questions	TBD
Proposal Due Date	TBD
Evaluation Process	TBD
Short Listed Proposers Announced	TBD

The anticipated steps for the Individual Negotiation Meetings (see **Section 5**) are as follows. The specific dates for the Individual Negotiation Meetings process will be provided to the Short Listed Proposers via addendum.

<b>Individual Negotiation Meetings</b>
Draft RFP Phase 2 Documents Issued
First Round Individual Negotiation Meetings
Second Round Individual Negotiation Meetings
Third Round Individual Negotiation Meetings
Alternative Technical Concepts County Approval

The anticipated steps for Phase 2 of this Solicitation are as follows. The specific dates for Phase 2 will be provided to the Short Listed Proposers in Phase 2 of the RFP when issued.

<b>Phase 2</b>
Phase 2 Solicitation Issued
Deadline to Submit Changes to Team Members or Key Personnel Substitution
Deadline for Receipt of Questions
Phase 2 Proposal Due Date
Evaluation Process
Finalize Agreement

Recommendation to Award
Projected Award of Development Agreement

#### 1.4 **Pre-Proposal Conference**

A Pre-Proposal Conference has been scheduled for the date and time shown in **Section 1.3, Schedule**. Attendance is recommended but not mandatory. The location of the Pre-Proposal Conference is as follows:

[TBD]

Should you need an Americans with Disabilities Act (ADA) accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at [Skarlex.Alorda@miamidade.gov](mailto:Skarlex.Alorda@miamidade.gov) or [Heidi.Johnson-Wright@miamidade.gov](mailto:Heidi.Johnson-Wright@miamidade.gov). TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

#### 1.5 **Addenda / Request for Information**

Requests for additional information or inquiries pertaining to this Solicitation must be made in writing and submitted using the question/answer feature provided by Integrated Financial Resources Management System (INFORMS) at <https://supplier.miamidade.gov> prior to the Deadline for Receipt of Questions specified in **Section 1.3, Schedule**. For password or login-related issues with INFORMS, please contact the Vendor Outreach and Support Section at 305-375-5773 or via email at [ISD-VSS@miamidade.gov](mailto:ISD-VSS@miamidade.gov). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued in INFORMS prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

The employees and representatives of the Proposer may not contact any County staff (including members of the Competitive Selection Committee) other than the County Contact Person, or their designee, to obtain information on the Project. Such contact with County staff other than the County Contact Person may result in the Proposer's disqualification.

Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any written addenda to this Solicitation. Where there appears to be conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda. Proposers will acknowledge the receipt of addenda in INFORMS prior to submitting a Proposal (see Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site).

#### 1.6 **Electronic Proposal Submission**

Electronic proposal responses to this Solicitation are to be submitted through a secure mailbox at INFORMS until the Proposal Due Date and time as indicated in this document, or as otherwise modified via an addendum. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County solicitation via INFORMS.

Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

All proposals received and time stamped through the INFORMS system prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal in INFORMS to replace all or any portion of a previously submitted Proposal up until the Proposal Due Date. The County will only consider the latest version of the Proposal. Modifications should be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and should specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they should be sequentially numbered so the County can accurately identify the final Proposal. The modification should contain the complete Proposal sections, pages or forms that are being modified, as applicable. Line item changes will not be accepted.

### **1.7 Proposal Submittal Requirements**

In response to this Solicitation, Proposer should complete and return in INFORMS the entire Phase 1 Proposal Submission Package, inclusive of all items outlined in **Exhibit 2, Phase 1 Proposal Submission Package Checklist**. Proposer should carefully follow the format and instructions outlined therein. If short listed, the Short Listed Proposer should complete and return the entire Phase 2 Proposal Submission Package, inclusive of all items outlined for Phase 2. All documents and information must be fully completed and signed as required and submitted via INFORMS.

The Proposal shall be submitted exclusively in the English language using units of measure customary in the United States of America, and cost terms in United States of America dollar denominations. The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. Overly elaborate proposals are not requested or desired.

Responses to this Solicitation shall not refer to, or incorporate by reference, any prior submittals to the County that were not requested as part of this process. The requirement to submit an entire Proposal applies to all Proposers, including entities that may have provided a prior submittal.

## **2.0 GENERAL TERMS AND CONDITIONS AND LEGISLATION**

### **2.1 General Proposal Information**

The Proposal will be considered a good faith commitment by the Proposer to engage in the Individual Negotiation Meetings if selected as a Short Listed Proposer and to submit a Proposal during Phase 2 of the RFP. The Proposal shall be irrevocable until contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive.

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

Acceptance by the County of a Proposal does not constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the property, its suitability for the uses contemplated by this Solicitation or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

## **2.2 Florida Sunshine Laws and Submission of Confidential Information**

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law").

The County, as political subdivision of the State of Florida, is subject to the requirements of the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, and Chapter 119, Florida Statutes, popularly known as the "Public Record Law." Procurement decisions are often required to be made in public meetings. In addition, the law requires that recordings of certain meetings be made available to the public after the meeting is initially conducted in private. As a result of these requirements, the County may be required to discuss certain contents of the Proposals notwithstanding Proposers' claim to confidentiality or trade secret. As further detailed in the Submittal Form to be completed in INFORMS, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals. Proposers hereby release and hold the County harmless from any and all claims, actions, and causes of action which may result from the County's disclosure of any information disclosed to the County as a result of this process. Proposers are advised to seek legal advice in connection with these matters.

## **2.3 County Rights**

The County reserves, without limitation, and may exercise at its discretion, the rights set forth below. These rights are in addition to and will not limit any of the specific rights or conditions provided in this Solicitation. By responding to this Solicitation, Proposer acknowledges and consents to the County's reservation of the following rights in effect before award of any agreement as a result of this Solicitation. The County has a right to:

- (a) Postpone or cancel at any time this procurement process.
- (b) Waive any irregularities in this Solicitation.
- (c) Reject any and all or parts of any or all Proposals and accept parts of any and all Proposals.
- (d) Request and evaluate additional information from any or all of the Proposers for clarification or regarding Proposer's responsibility or which the County may determine to be necessary or appropriate to the County's evaluation, including after the submission deadline.
- (e) Disqualify any Proposer that changes its organization, including but not limited to changes to Team Members or Key Personnel, as represented in its Proposal.
- (f) Disqualify any Proposer that violates the terms of the Solicitation.
- (g) Conduct investigations with respect to the qualifications and experience of any Proposer, any Team Member or any Key Personnel included in a Proposal, including the right to contact any references identified by the Proposer in its Proposal, to request additional evidence to support any such information, and to obtain information from any source to obtain a better understanding, including contacting entities that the Proposer, any Team Member or Key Personnel has done business with.
- (h) Have County employees or other staff members, contractors, advisors, agents and representatives visit and examine any of the projects referenced in the Proposal or others owned, operated, designed or built by the Proposer or its Team Members to observe and inspect such projects and their operations.
- (i) Seek the assistance of outside advisors for financial, technical and legal advice or determinations in any aspect of the procurement process, including evaluating Proposals.
- (j) Waive any defect, technicality or any other error or irregularity in any Proposal or with respect to the procurement process.
- (k) Waive any deviation that is not deemed by the County to be material or that the County finds to be in its best interest to waive.
- (l) Require Proposers to provide representatives at places and times requested by the County to meet with the County and to answer questions and supplement or otherwise clarify matters for the County.
- (m) Further negotiate project scope and rates and fees.
- (n) Negotiate the final terms, conditions and rates and fees of an agreement, and subsequent Leases, as may be in the best interest of the County.

- (o) Revise or eliminate one or more of the terms and services described in the contract, or to include services not currently contemplated therein.
- (p) Disapprove and/or require replacement of a particular Key Personnel, Subcontractor or Team Member of a Proposer.
- (q) Not approve or execute an agreement as a result of this procurement process for any reason.
- (r) Take any action affecting the procurement process or the Project that the County determines to be in the County's best interests.
- (s) Exercise any other right reserved or afforded to the County under this Solicitation and applicable law.

## 2.4 County Advisors and Advance Restrictions

The County has retained the following advisors to assist in the development of this Solicitation and Project:

- Jacobs Engineering Group, Inc. (technical advisor)
- AECOM Technical Services, Inc. (Department of Transportation and Public Works technical advisor)
- IMG Rebel Advisory, Inc. (real estate and financial advisor)

The firms listed in this Section, or any person currently or formerly employed or contracted by those firms with any material responsibility in connection with this Project, are expressly excluded from participation on a Project Team or otherwise performing any Services on the Project for a Proposer or future Master Developer. Inclusion of any such person in violation of this restriction may, in the County's sole discretion, result in disqualification of the Proposer. Contact with any such person may constitute a violation of the County's Cone of Silence. The County may, in its sole discretion, add additional firms to those listed via an addendum to the Solicitation as a result of future information or provision of services.

## 2.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), 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 Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), 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 (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, 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 is 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 [Clerk of the Board \(COC\) \(Clerk.Board@miamidade.gov\)](mailto:Clerk.Board@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.

## **2.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee members or to 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 Code, are prohibited.

## **2.7 Key Stakeholders**

The following are key stakeholders:

- Miami-Dade County
- State of Florida, Eleventh Judicial Circuit
- Miami-Dade County Clerk of the Courts
- Miami-Dade County Tax Collector
- Miami-Dade County Property Appraiser
- History Miami Museum
- City of Miami
- YWCA (Daycare tenant)
- Federal Transit Administration (FTA)
- Florida Department of Transportation (FDOT)

As of the date of issuance of this Solicitation, Proposers, all firms or members of the Project Team, and all firms or individuals identified for this Project in the Proposal shall refrain from communications about the Project with the professional staff of the key stakeholders noted in this Section, except as otherwise specifically provided in this RFP, expressly authorized by the County in writing, or as part of a meeting of the Competitive Selection Committee or any negotiation session. The key stakeholders include the elected officials and their staff; the County Manager, Agency Heads, and the City Manager, and their staff; and the agencies' professional staff.

All proposed communications and questions by Proposers to key stakeholders shall be submitted in writing to the County's contact person for this RFP. A communication in violation of this Section which is determined by the County, in its sole discretion, to constitute an attempt to obtain an unfair competitive advantage may result in the disqualification of the Proposer.

The communication restrictions in this Section shall: (a) not amend or extend nor be deemed to amend or extend the Cone of Silence; and (b) terminate concurrently with the Cone of Silence, when a written award recommendation is issued by the County Mayor. Any sanction imposed for violations of this Section shall be in addition to, and not in lieu of, any sanction imposed for violations of the Cone of Silence.

## **2.8 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

## **2.9 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **2.10 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

## **2.11 Collusion**

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.12 Organizational Conflict of Interest**

The County adopts the provisions of this Section to govern potential conflicts of interest. It is the policy of the County, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Project and to protect the business interests of the County thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

An organizational conflict of interest is a situation in which a person: (a) under a contract with the County including a particular work order or defined task, is required to exercise judgment to assist the County in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance) and the person has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the person may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on a County contract that put the person in a position to influence the result of the Solicitation.

Any person's: (a) execution of the agreement solicited under this process, or the agreement to perform any portion of the work thereunder or (b) making any claim for payment thereunder, constitutes such person's certification to the County that the person does not have knowledge of any organizational conflicts of interest to exist in performing the work under those agreements. The County may at any time require the person to execute an express written certification that after diligent inquiry the person does not have knowledge of any organizational conflict of interest. The County may also require the person to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the Proposal, and following award, a material breach of an awarded agreement.

### **2.12.1 Identification of Organizational Conflict of Interest**

Proposers shall be obligated to disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The inquiry shall propose a methodology to identify and address any potential organizational conflict of interest, particularly in those instances where the Proposer offers to use the same subcontractors or sub-consultants which firms are engaged in other contracts related to the Project where such use is not specifically prohibited by the advance restrictions set forth below. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection.

### **2.12.2 Addressing Organizational Conflicts of Interest**

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The County's applicable Department Director, with the assistance of such other persons as she may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The County shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted person perform the contract.

### **2.12.3 Measures to Address Organizational Conflicts of Interest**

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the County's applicable Department Director, and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Proposer, its Team Members, its key personnel, or its Subcontractors or sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the Subcontractor, sub-consultant or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific duties to mitigate organizational conflicts of interest, (g) requiring persons who are conflict free to perform identified areas of work, (h) requiring the person to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

### **2.12.4 Documentation and Evaluation**

The County's applicable Department Director will set forth a written explanation, to be included in the Solicitation file, of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of any findings shall be forwarded to the OIG or COE.

### **2.12.5 Organizational Conflicts of Interest which are not Remedied**

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, the Proposer, or its Key Personnel, may not perform the subject work. The County may in its discretion, if pre-award, decide not to award an agreement to the affected Proposer, and following award, terminate the agreement, or portion thereof, which the person has materially breached because of such inability to perform.

### **2.13 Sustainable Procurement Practices**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain; and (d) maximize fiscally responsible "high value, high impact" actions.



#### **2.14 Supplier Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

#### **2.15 Contract Award**

Any proposed Development Agreement, resulting from this Solicitation, will be submitted to the County Mayor or designee. The County Mayor or designee will issue a recommendation on the award of the Development Agreement. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to recommended award. The award, if any, shall be made by the Board of County Commissioners to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **2.16 Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21. Under the County's Implementing Order 3-21, Bid Protest Procedures, a protest may only occur at the contract award stage. There is no protest process during Phase 1 of the RFP. The County reserves the right to waive the protest procedures in the manner set forth in Section 2-8.1 of the Code of Miami-Dade County.

#### **2.17 Federal Transit Administration Contract Approval**

Any proposed Development Agreement, resulting from this Solicitation, is subject to the review and approval of the Federal Transit Administration. Such approval is required prior to approval by the Board of County Commissioners.

#### **2.18 Contract Measures**

In Phase 2 of the RFP, the County may include contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's), pursuant to Section 2-10.4.01 of the Code, for the Downtown Intermodal Terminal, such as a percentage SBE - A/E Goal (Design portion only), if such contract measures can be determined at that time.

### **3. SCOPE OF SERVICES**

The Scope of Services is provided as **Attachment 1** hereto.

### **4. EVALUATION PROCESS**

#### **4.1 Review of Proposals for Responsiveness**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements or any other obligations established herein, may result in a Proposal being deemed non-responsive. The County may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation or deviations to mandatory requirements.

#### **4.2 Review of Proposers for Responsibility**

Following or in conjunction with the review of each Proposal for responsiveness, the County will conduct a preliminary responsibility review of each Proposer and Project Team based upon an assessment of each Proposal and, at the County's discretion, due diligence investigations performed by the County. The County reserves the discretion to request a Proposer to supplement its Proposal as necessary for the County to make responsibility determinations. Final determination of responsibility shall be made by the Board of County Commissioners.

#### 4.3 Phase 1 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank Proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1,000) points per Competitive Selection Committee member.

<u>Criteria</u>	<u>Points Per Member</u>
Volume A: Proposer's and Team Members' Qualifications and Capabilities for Master Development	
Volume B: Proposer's and Team Members' Qualifications and Capabilities for Downtown Intermodal Terminal	
Volume C: Approach to Project Delivery, including vision, approach to achieve Project Goals, and sustainable practices (environmental, social/fair labor standards, and economic)	
Volume D: Financial Qualifications	

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during oral presentations, or otherwise presented at the request of the Competitive Selection Committee.

#### 4.4 OIG and COE Reports

Pursuant to County Resolution No. [R-62-22](#), the Competitive Selection Committee shall be provided with all reports and findings (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and its proposed Subcontractor(s) and Team Members under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in this Solicitation.

In the event the OIG or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report(s) solely based on the impact the information identified in the Report(s) would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in this Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### 4.5 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: [Sbdcert@miamidade.gov](mailto:Sbdcert@miamidade.gov).

The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

#### **4.6 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### **4.7 Oral Presentations**

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.8 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.9 Short List Process**

The Competitive Selection Committee will evaluate the Phase 1 Proposals as outlined herein and recommend to the County Mayor or designee a shortlist of up to five top-ranked Proposers. The County Mayor or designee will select the shortlist of up to five Proposers, if any. The County will determine, at its sole discretion, which Proposer(s) to shortlist to participate in the Individual Negotiation Meeting Process in **Section 5** and to subsequently submit a Phase 2 Proposal and such decision shall be final.

Any Proposer recommended for negotiations shall provide to the County:

- a) Evidence that indicates that the Proposer has been formed and is qualified to do business in the State of Florida. Such evidence shall include the provision of certificates of good standing or status (or equivalent documentation).
- b) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).
- c) A Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code.

## 5. INDIVIDUAL NEGOTIATION MEETINGS PROCESS

### 5.1 Individual Negotiation Meetings

The County will endeavor to provide the Short Listed Proposers the ability to comment with respect to all aspects of Phase 2 of the RFP. Subject to the extent permitted by law, the County intends to schedule one-on-one meetings with Short Listed Proposers to discuss the comments and any issues identified by the Short Listed Proposers. The Individual Negotiation Meetings will be held with appropriate personnel, advisors, and representatives from the County as deemed appropriate by the County. The County may make available County staff from various functional areas such as design and construction, resiliency, open spaces, and safety and security, as appropriate.

The Individual Negotiation Meetings will also provide an opportunity for each Short Listed Proposer to discuss its submitted Alternative Technical Concepts (ATCs) for the Downtown Intermodal Terminal. Only one Short Listed Proposer will meet with the County at a time. Short Listed Proposer time slots will be assigned by the County in advance of the meetings. The County may cancel or reschedule meetings at its sole discretion should the need arise. The Individual Negotiation Meetings will be held in accordance with Section 286.0113(2)(b)(1) of the Florida Statutes. The County will audio record each Individual Negotiation Meeting and the content of such recordings will not be made publicly available until after the Phase 2 Proposal Due Date in accordance with Section 119.071(1)(b)(2). Individual Negotiation Meetings will not be public.

After consideration of input provided by Short Listed Proposers during this process, the County intends to issue a final revised Phase 2 of the RFP to the Short Listed Proposers. Additionally, the County fully expects, in the County's sole discretion, the contents of the RFP may be amended prior to the Phase 2 submittal deadline, which may include but is not limited to changes to the terms of the proposed Development Agreement, the submittal requirements, and the evaluation criteria.

The County expects that the Development Agreement and Lease review and comment process completed in the Individual Negotiation Meetings, and prior to the submittal of Proposals, will result in an agreeable form of the final draft Development Agreement and standard terms for the Lease. No changes to the final draft Development Agreement are anticipated after Phase 2 submittal, except to incorporate items promised as part of the Proposal, administrative or ministerial items requested by the County, or necessary corrections to errors.

### 5.2 County Responses at Individual Negotiation Meetings are Non-Binding

To facilitate open discussion at the Individual Negotiation Meetings, Short Listed Proposers should note that any comments provided by or on behalf of the County during any Individual Negotiation Meeting, including any positive or negative views, encouragement, or endorsements expressed by or on behalf of the County during any Individual Negotiation Meeting to anything said or provided by Short Listed Proposer, will not in any way bind the County or the Competitive Selection Committee.

The Short Listed Proposers must rely upon the final version of the RFP and any addenda amending the final version of the RFP, and approved ATCs for the Downtown Intermodal Terminal (per **Section 5.4**) by the County to a specific Short Listed Proposer.

### 5.3 Registration for Individual Negotiation Meetings

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, lobbyists must register with the Clerk of the Board. Attendees actively participating in negotiations with Miami-Dade County shall be listed on the **Lobbyist Registration Affidavit** or registered as a lobbyist with the Clerk of the Board. Please visit the link below regarding the lobbyist registration process: <https://www8.miamidade.gov/Apps/COB/LobbyistOnline/home.aspx>.

Should you have any questions regarding lobbyist registration, please reach out to the Commission on Ethics at 305-579-2594 for guidance.

### 5.4 Alternative Technical Concepts Process for Downtown Intermodal Terminal

#### 5.4.1 ATC Process Overview

The County may provide for an Alternative Technical Concepts (ATC) process at its discretion. The ATC process allows innovation, flexibility, time and cost savings on the design and construction of projects while meeting project commitments and

while providing the best value for the public. Any deviation from the Downtown Intermodal Terminal Design Guidelines that a Short Listed Proposer seeks to obtain approval to utilize prior to Phase 2 Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the County for consideration through the ATC process. The County may deem a Phase 2 Proposal non-responsive should the Short Listed Proposer include but fail to present and obtain County approval of its proposed alternatives through the ATC process or that submit alternate offers in conflict with this Section.

The submittal dates for ATCs will be provided per the RFP, **Section 1.3, Schedule**. Below are the steps for the submittal, review and approval process for ATCs. The responsibility for submitting on or before a stated time and date is solely and strictly the responsibility of the Short Listed Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

#### **5.4.2 ATC Types Allowed**

Short Listed Proposers shall submit for review as part of an ATC all proposed design exceptions and variations as allowed herein. Any proposed ATC shall provide an approach that is equal to or better than the requirements of the Downtown Intermodal Terminal Design Guidelines, as determined by the County. ATCs which reduce scope, quality, performance, or reliability shall not be proposed, and if submitted, will not be approved by the County. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the Downtown Intermodal Terminal Design Guidelines.

Through the ATC process, Short Listed Proposers may submit, and the County may consider alternatives to any and all aspects of the Downtown Intermodal Terminal Design Guidelines not specifically delineated by the County as requirements that are not to be changed.

ATCs may include information pertaining to financing/cost structure, but dollar figures shall not be included. No price/cost information shall be provided in an ATC.

#### **5.4.3 ATC Confidentiality and Addendum**

The County will keep all ATC submissions and related correspondence confidential prior to the Phase 2 Proposal Due Date. The County reserves the right to disclose to all Short Listed Proposers, via an addendum, any errors or omissions of the Solicitation that are identified during the Individual Negotiation Meetings or based upon an ATC.

Any ATC may result in the issuance of an addendum by the County to change the Solicitation or to provide clarification. Such addendum may then result in an ATC no longer being valid or it may result in a Short Listed Proposer asking to withdraw a previously submitted ATC. In any situation in which the County contemplates issuing an addendum for a submitted ATC, the County will endeavor to maintain confidentiality of the Short Listed Proposer's submitted ATC. However, in the case of a previously denied ATC, the County reserves the right to issue an addendum, without regard to the confidentiality of the denied ATC, except to the extent that the County determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

#### **5.4.4 Request for Participation in ATC Process**

The Short Listed Proposers will be provided information via addendum on how to submit their Request for Participation in Alternative Technical Concepts Process. The request shall be provided to the County prior to the Deadline for Receipt of Request for Participation in ATC Process shown in **Section 1.3, Schedule**. The request must include the proposed list of all ATCs to be discussed.

#### **5.4.5 ATC Presentations at Individual Negotiation Meetings**

The County will provide opportunity for each Short Listed Proposer to present its list of submitted ATCs at an Individual Negotiation Meeting, pursuant to the RFP, **Section 5**. During the meeting, the Short Listed Proposer will also present its proposed draft ATCs, per their numbered list, using a form provided by the County, which will be provided to the Short Listed Proposers. The ATC discussion at the meetings will include answering questions that the County may have, reviewing other relevant information and, when possible, establishing if the ATC meets the definition of an ATC.

If a subsequent Individual Negotiation Meeting is held regarding draft ATCs, only ATCs that were previously proposed during the prior meeting and which the Short Listed Proposer would like to continue to discuss will be presented. Following each

Individual Negotiation Meeting, the County will return all handouts back to the Short Listed Proposer, except one copy to remain in the secure procurement file. However, the County may determine that additional copies may be retained.

#### **5.4.6 County Comments on ATCs**

After an Individual Negotiation Meeting, the County may provide each Short Listed Proposer written comments on the ATCs presented. In any case, prior to moving to the step to submit final ATCs, the County will advise the Short Listed Proposer comments to include whether each ATC:

- Meets the criteria established herein as an ATC; therefore, a final ATC may be submitted per **Section 5.4.7**, below or
- Does not meet the criteria established herein as an ATC.

#### **5.4.7 Final ATC Submittal**

The Short Listed Proposers will be provided information via addendum on how to submit their final ATCs. The final ATCs shall be provided to the County prior to the Deadline for Receipt of Final ATCs as shown in **Section 1.3, Schedule**.

As a precondition to submitting a final ATC, the Short Listed Proposer must have previously submitted the ATC as a draft and discussed such draft ATC with the County at an Individual Negotiation Meeting. The County shall not approve any final ATC submittal that has not been previously submitted and discussed through this process.

The County may request more information from a Short Listed Proposer if required for the review of a final ATC.

#### **5.4.8 County Approval of ATCs**

After receipt of the final ATC submittal, and by the Alternative Technical Concepts County Approval date established in **Section 1.3, Schedule** the County will notify each Short Listed Proposer, in writing, of the ATCs that the County approved, approved as noted, or rejected.

It is the Short Listed Proposer's responsibility to clearly establish in the ATC how the alternative provides a benefit to the County. ATCs are accepted by the County at the County's discretion and the County reserves the right to reject any ATC submitted. All County approvals of ATC submissions are based upon the known impacts on the Project at the time of submission. An addendum issued by the County after ATC approval may have the effect of invalidating an ATC approval. The County reserves the right to require a modification or amendment to a previously approved ATC as a result of changes in the Solicitation issued by an addendum subsequent to the County's initial approval of the ATC. In such instances, the County will notify the Short Listed Proposer which submitted the ATC that is affected.

ATCs are accepted by the County at its discretion and the County reserves the right to reject any ATC submitted.

#### **5.4.9 Incorporation of Approved ATCs**

The Short Listed Proposer will have the option to include any County approved ATCs in its Phase 2 Proposal. All approved ATCs that are incorporated into the Phase 2 Proposal must be listed in the Proposal, clearly identified such as on plans, and be reflected in any applicable cost and financing components proposed.

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Miami-Dade County (County) is offering approximately 16.6 contiguous acres of County-owned land within downtown Miami, Florida (the Development Site), for private redevelopment via a long-term Development Agreement. The Development Site represents a combination of excess land and underutilized parcels formed from eleven (11) primary sites, the majority of which are improved and occupied with public uses that will need to be relocated and/or reconstructed in order to vacate the lands for development. The Development Site will be subdivided into Development Pads which each represent an area of land on which improvements are intended to be constructed.

The Development Site, currently branded as “MetroCenter,” is part of a larger 28±-acre area which serves as the seat of the Miami-Dade County Government (Government Center), directly connected to the Metrorail Government Center Station and external transportation networks, at the center of the Miami urban landscape.

The County, established 185 years ago in January 1836, spans a 2,000-acre area in southeast Florida, and is home to over 2.7 million residents and 88,000 businesses. The County operates on a \$9.5 billion budget and employs 26,000 full-time positions. It operates under a home rule charter, allowing the political autonomy to plan and implement policies that are consistent with the best interest of the community. This redevelopment is being undertaken as part of the County’s continued commitment to excellence in governance for residents and businesses alike, leveraging the County-owned assets for both economic and social benefit.

As it exists in 2022, the Government Center is developed with approximately 3.3 million square feet of County-owned improvements including governmental office, courts, public parking and a modest amount of retail, of which 1.1 million square feet are located on the Development Site. As repositioned, the Development Site could support between 17± and 24± million square feet of new development, subject to financial feasibility and market demand, to complement those governmental and public uses which will remain within the larger Government Center footprint.

The intensity, value and potential of the underlying assets allows the County to leverage the Development Site to address multiple challenges in our community, balancing highest and best use with social impact to bring both economic and societal reward to the community.

The RFP, **Attachment 2, Design Guidelines** describes the Development Site and building design objectives and the expected quality of design, as well as specific design requirements for various aspects of the Project. The purpose of the Design Guidelines is to deliver sufficient information to be used by the Master Developer for the future creation of the Master Plan and Project design. The Development Agreement will include a process for requesting modifications to the Design Guidelines, as applicable and where impractical or infeasible, or to optimize design elements, for approval by the County. For avoidance of doubt, the creation of a Master Plan and Project design will be a future responsibility of the selected Proposer, however note that a draft of the Master Plan will be requested in Phase 2 of the RFP as part of the Phase 2 Proposals.

**3.2 Property Information**

The Development Site is comprised strictly of County-owned property, which has been rezoned under the County’s regulatory authority and jurisdiction to a) promote Transit-Oriented Development principles and b) entitle the Development Site for high intensity, urban, mixed-use development that maximizes the property to attract private development alongside the public assets. This zoning is formally known as Chapter 33-11(c), Government Center Rapid Transit Zone (Government Center RTZ), of the Miami-Dade County Code of Ordinances (Code) and benefits the sites with a generous density of 500 units per acre plus bonuses, unlimited floor area ratio, and unlimited height subject only to the limitations set by the Federal Aviation Administration for air-traffic to and from the nearby, County-owned Miami International Airport (generally 550 to 750 vertical feet). The land area associated with the larger zoning district approximates 28 net acres, which encompass the 16.6-acre Development Site. The term “net” refers to the physical square footage or acreage within the individual site boundaries as reflected in the boundary survey (pending) and does not include public roadways or rights-of-way at the perimeter of each site. The site area for density and floor area purposes, however, may potentially include lands to the middle of the right-of-way (the gross lot area). The classification of net or gross is made for non-regulatory, descriptive purposes. The Master Developer shall verify all land areas as part of the development planning and any regulatory approvals sought required for development and construction of the property.

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All sites anticipated for redevelopment are currently improved and will require demolition and relocation of certain existing users, further described in **Section 3.9, Improvements for County Use**. Critical to the Project is the continuity of County Services and appropriate phasing of the demolition and relocation of same.

### **3.3 Development Agreement and Leases**

The County anticipates providing control of the Development Site to the Master Developer through a Development Agreement, with subsequent long-term Leases as individual sites are readied for development. The Development Agreement shall contain the terms, conditions, and obligations under which development rights to the property to be developed will be granted to the Master Developer.

The County will receive remuneration in the form of master development fee(s), ground rent, participation rent and other financial proceeds, appropriately priced to the market, in exchange for the property rights transferred in the Development Site, including the exclusive right provided to Master Developer at the issuance of the Development Agreement, and the rights provided through the subsequent Leases. Certain of these proceeds can potentially be offset by the cost of the public improvements which the County will require within the Project.

The Development Agreement and any subsequent Lease are subject to approval by the Board of County Commissioners. However, the approval may be in the form of pre-approval as to form and terms of subsequent Leases at the time the Development Agreement is approved rather than individual Leases. Nothing in this statement is intended to subvert standard regulatory approvals for buildings and site plans.

Each Lease shall transfer the property rights for development and use of a specific property of the Development Site to the Master Developer, subject to specific improvements to be constructed by Master Developer (such as the Downtown Intermodal Terminal and a public library) on behalf of the County. Each Lease will become effective upon the Master Developer fulfilling all obligations precedent to same in accordance with the Development Agreement.

It is anticipated that each Lease will have a total maximum term of 99 years but may contain renewal terms, the length of which will be based upon the scope of the development proposed and will be established during the negotiation process for such Lease. The County may allow the renewal terms for any Lease to be automatic provided the Master Developer has remained in compliance with the provisions of the Lease and there are no defaults or breaches. There shall be automatic rent adjustments to reflect market value of the property that is the subject of a Lease at all renewals, such market value to be based upon the use of the property at such time including any proposed repositioning to capture changes in highest and best use or market dynamics.

The Development Agreement will allow for the Master Developer to enter into financing arrangements and Sub-Leases between the Master Developer and a third party (i.e., Sub-Lessee) transferring the interests required to effectuate the construction of the project on a Development Pad in accordance with the Master Plan for the successful planning, land development, construction and delivery of the Project. The Development Agreement will define which rights can be transferred.

The Development Agreement will provide conceptual and actual guidelines to the entire development to be completed by the Master Developer including the spaces to be set aside by Master Developer for County and public purposes, as well as the County's obligations and roles in the planning and effectuation for same. The Development Agreement and subsequent Leases will each specify remuneration to be paid to the County for all capital events including but not limited to refinancing of permanent debt, sale of an interest in the real estate including those effected through the sale, in full or partial, or restructuring of a partnership invested in any part of the Project.

### **3.4 Project Goals**

Specific goals for the Project are for a development that (note that these are not listed in order of importance):

#### **1. Blended Highest & Best Economic and Social Use**

- (a) Balances economic highest and best use (in terms of income to the County) with social benefits including primary and secondary education, affordable, workforce and market rate housing, transportation, cultural amenities and open spaces, supported by a mix of uses such as commercial, hospitality, and retail tenants that contribute to the economic base and



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further the establishment of a seamless, active, self-sustaining, urban neighborhood;

- (b) Has a measurable return on investment, economic impact, and social impacts;
- (c) Has demonstrative market demand, marketability characteristics, and financial feasibility including the ability to remunerate the County for its interest in the land through master development fee(s), ground rent, participation rent, construction of public spaces as identified herein, or any combination thereof;
- (d) Provides for the unique incorporation of the mixed-income and affordable housing into large-scale, high-intensity, highrise towers that are atypical to the traditional affordable housing models;
- (e) Contributes to a creative, viable solution to the critical affordable housing challenge by identifying real cost savings (not shortcuts) in the construction and delivery of residential units, which can be passed on to residents;
- (f) Incorporates aggressive project schedules, based upon foreseeable and supportable economic, market, and demographic projections in order to efficiently deliver the project with its highest market share, and highest market responsive uses, over the development period; and
- (g) Seeks to attract global and local corporations and institutions to be part of the community, whether as a tenant or partner in development, to serve as pinnacles for the social, economic, and financial impacts of the community.

**2. World-Class Planning and Urban Design**

- (a) Demonstrates excellence, creativity, and innovation in architectural design and a layout which maximizes the use of the entire Development Site;
- (b) Incorporates open space, scalable amenities within the public-facing footprints and common areas of buildings constructed on site, provides connectivity to the existing Stephen P. Clark Government Center (SPCC) and Metrorail areas, and proposes a manner of connectivity to future open spaces within the Development Site;
- (c) Integrates design and active features that consider quality of life and safety for residents, employees, businesses, and visitors, such as wide-open walkways that are protected from the heat and rain, and avoidance of narrow, remote, and dark corridors and spaces;
- (d) Maximizes orientation and connectivity between the spaces with a focus including walkability, connectivity, the pedestrian experience, and pedestrian and bicycle safety;
- (e) Transforms the Development Site into an exciting and vibrant destination attractive to businesses, community residents, visitors and transit customers;
- (f) Incorporates resource-efficient features that contribute to the long-term resiliency of the Development Site;
- (g) Co-locates synergistic uses in order to share spaces where possible between, for instance, educational facilities, wellness center, cultural facilities and park spaces; and
- (h) Incorporates Transit-Oriented Development (TOD) principles that
  - Encourage use of public transportation and ridership;
  - Leverage the possibility for direct connection to transit services including the Metrorail, Metromover, and Metrobus; and
  - Identifies inclusion of components that take maximum advantage of the proximity and convenient accessibility to of the development site to Government Center Station and which provide a functional and aesthetic physical connection between the development and the Station.

**3. Public Operations and Efficiencies**

- (a) Provides a replacement facility prior to demolition for each County use that will be redeveloped and minimizes the relocations required for County uses that will be retained on the Development Site, as well as the costs for such relocations;
- (b) Provides a realistic project schedule and starts construction of the first phase (to include the Downtown Intermodal Terminal) of construction within twenty-four (24) months of the effective date of the Development Agreement;
- (c) Maintains the County's ability to operate all County uses including but not limited to SPCC, Metrorail, Metromover, Library, HistoryMiami, Fleet Parking, Fueling and Maintenance, Daycare, Commission Chambers, with minimal disturbance and minimizes disruption to visitors and staff of those County facilities; and
- (d) Preserves at all times access to the Metrorail and Metromover and does not diminish the County's level of service for its Transit operations.

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### **3.5 Master Plan**

#### **3.5.1 Master Plan Overview**

The Master Developer shall be responsible for preparing a Master Plan to include all steps requisite to the successful planning, financing, marketing, and delivery of up to 24± million square feet of new, mixed-use construction within a cohesive, planned development. The Master Plan shall establish the anticipated density, intensity, building height, site plan including Development Pads, potential mix of uses for individual Development Pads, delegating open spaces and rights-of-way, connectivity, orientation, design standards and goals, infrastructure development and related funding plan, and means of transferring property rights to Sub-Lessees and end-users. The Master Plan is subject to approval by the County.

The Master Developer shall be responsible for executing the Master Plan for the orderly take-down of the different properties in the Development Site, undertaken over a long-term period, anticipated to be 12 to 15 years. The Project will require the demolition and replacement of several County-occupied or operated improvements over this long-term. The Master Developer shall support the take-down and development schedule through appropriate market research, analysis, planning and coordination of the demolition and replacement of the County improvements. Phasing shall ensure that a replacement for a County facility be provided prior to demolition of same.

To allow the Master Developer to plan for the most market-responsive development program, the County is intentionally not defining the timing and phasing of these uses, except for the development requirement to include the Downtown Intermodal Terminal in the first phase per **Section 3.4, Item 3(b)**, above. It is anticipated that the Master Developer will have development partners as part of the vertical construction and development over the long term which cannot be identified until the specific property is taken-down, such as the Sub-Lessees.

#### **3.5.2 Master Plan Objectives**

The Master Plan shall meet the following objectives.

1. Describes the concept for development and includes the entire Development Site;
2. Is financially feasible and allows sufficient flexibility for the Project to adapt to market shifts over the long-term in order to remain competitive, financially feasible, and capture maximum market share;
3. Seeks to create a thriving, safe, interactive, 24-hour community, incorporating transit-oriented development principles to build upon the transit and civic infrastructure in-place and connect it with, for example, new office, retail, affordable and market-rate residential, hotel, primary and secondary educational and healthcare uses that are accompanied by actively programmed cultural, parks, and open spaces, under the lens of environmental resiliency and sustainability;
4. Identifies and addresses quality of life issues including pedestrian safety, environmental concerns and opportunities;
5. Seeks to achieve economic highest and best use by including a variety of office space types dictated by the market, including large, corporate headquarters and small businesses;
6. Incorporates a site plan that subdivides the Development Site into:
  - (a) Development Pads (separate, independent development sites) which can be legally separated, financed, constructed and operated with improvements to their highest and best use; and
  - (b) Designated open spaces including parks, green spaces, and manners of connectivity between the different sites.Such site plan shall incorporate urban planning standards that maximize orientation and connectivity between the spaces; and maximize the footprint to encourage transit-oriented development principles, walkability, connectivity, and pedestrian and bicycle safety;
7. Includes a flow chart for pedestrians and vehicles to display how they are interconnected throughout the Development Site;
8. Incorporates the "Government Center Development Recommendations" prepared by the Miami-Dade County of Regulatory and Economic Resources Department (RER), Development Services Division, which is provided in **Attachment 2, Design Guidelines**;
9. Incorporates the sustainability and resiliency requirements described in **Attachment 2, Design Guidelines**;
10. Should incorporate an Infrastructure Master Plan that:
  - (a) Identifies current conditions;

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- (b) Identifies, plans for and establishes the financial and construction responsibility for potential major infrastructure upgrades and expansion required for the larger district including: (i) those which are typical to development construction costs and/or site-specific (anticipated costs to be borne by Development Pad); and (ii) those potential off-sites which pose an extraordinary development cost which could require or benefit from a specialized funding mechanism such as a Community Development District (CDD);
  - (c) Evaluates current public funding mechanisms and whether they provide sufficient means to address extraordinary costs, to provide infrastructure that is considerate of long-term growth and planning, including resiliency and sustainability goals, both within and outside the district;
  - (d) Identifies a funding structure that is flexible and accounts for fair-share cost contribution from all public and private stakeholders within established legal and policy framework;
  - (e) Coordinates with the County for any current proposed and funded capital projects impacting or proximate to the Development Site, as applicable;
11. Identifies opportunities to create connectivity west to the Miami River, south to the Underline project (see Miami-Dade County website at <https://www.miamidade.gov/global/transportation/the-underline.page> for further information on that project), or other points of pedestrian & micro-mobility including under the Metrorail and the Historic Overtown Culture and Entertainment District;
  12. Plans for coordination with the Department of Transportation and Public Works, Transportation Planning Organization, and other transit agencies and stakeholders to encompass programs such as Vision Zero, Neat Streets, and Micro Mobility plans in progress as part of the Master Plan goals;
  13. Plans for the engagement of external stakeholders which may include, but not be limited to, State of Florida Department of Transportation (DOT) and City of Miami for rights-of-way and points of connectivity including safety, connectivity, and continuity of surface and wayfinding designs; and
  14. Incorporates the County's goals for relocations of certain assets per **Section 3.9, Improvements for County Use** in order to make the sites available for development to a combined highest and best economic and social use
  15. Provides a plan bridging the **Improvements for County Use (Section 3.9,)** with **Affordable Housing (Section 3.10)** and **Educational Uses (Section 3.11)**, for instance providing for shared uses between the different parts of the neighborhood, as applicable, employing a parking plan to differentiate between public and private parking (including 2,000 public parking spaces accessible to employees and visitors to the Government Center, plus 132 spaces for the County's Fleet operations including 50 with Level II EV capacity), and creating residential uses that generate economic activity and allow residents to have a "live-work-play" lifestyle, incorporating a mix of incomes and unit types including affordable, workforce, and market rate, and specifically sensitive the affordability challenges in our community. Such innovation could include a mix of housing types, such as traditional rental apartments, condominium units (subject to legality on leased land), townhomes, student-oriented housing, senior housing and micro units.

### **3.6 Master Developer Obligations**

The Master Developer shall be responsible for coordinating, implementing, and delivering the entire development Project over a long-term development period. These responsibilities shall include the following.

#### **3.6.1 Project Planning Activities**

The Master Developer shall be responsible for:

1. Creation of a Funding, Maintenance, and Operations Plan for common area infrastructure and open spaces that fall outside of the legally defined areas transferred to the Sub-Lessee for the final Development Pads with all such costs to be borne by the Master Developer and/or its Sub-Lessees or end-users;
2. Coordination with all internal and external stakeholders, both regulatory and non-regulatory, having authority or a legal interest in the Project and Development Site; and
3. Coordination with County users to plan and effectuate the relocation of certain uses within the Project such as Library; Internal Services Department, Parking and Fleet; Parks Recreation and Open Spaces (PROS); Juvenile Assessment Center; Cultural Affairs for the relocation of existing public art; and the Board of County Commissioners for which the relocation and cost of space will be a negotiated offset against the ground rent paid to the County for the Project.

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The Master Developer shall create a successful development program and adapt the site for maximum market acceptance and financial feasibility including, but not limited to, performing:

1. Market research;
2. Marketability analysis to determine appropriate product mix within the Master Plan;
3. Forecast of absorption, retail pricing, initial and ongoing expenses, and net income to the Project;
4. Valuation and financial analysis that identifies the highest and best use for each site over time, supported by tests of financial feasibility thru peer-supported present value indicators including, but not limited to the internal rate of return (IRR);
5. Development of a flexible construction program for the interim and long-term, allowing for the refinement of mix of uses and types of occupants including, but not limited to, retail tenants, office tenants, condominium owners, and government users, as the project plan progresses (for instance, a development plan that proposes, 1.0 million square feet of office on a specific site should allow for sensitivity to replace the office with other market uses, and vice versa, as market conditions evolve over the development term); and
6. Development of a resiliency plan that focuses on sustainable building and environmental practices that can be measured and replicated through each phase as applicable.

**3.6.3 Land Planning Activities**

The Master Developer shall be responsible for land plan activities to include the following additions and/or refinements to the Master Plan activities:

1. The actual subdivision of the assets from the lands to be retained in County control including filing of a master plat that incorporates reservation of space for public activities including open spaces as identified in the Master Plan;
2. Coordination with external stakeholders including but not limited to the City of Miami and the State of Florida for right-of-way planning including roadways, sidewalks, paths and greenways, which facilitate pedestrian safety and seamless connectivity within the Project;
3. Refinement of Infrastructure Planning following Master Plan footprint for all on- and off-site regulatory and operational requirements including water and sewer, stormwater management, electrical, power, fiber, and internet for the Development Site and to the individual Development Pads;
4. Applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to, during and after construction;
5. All development fees imposed in connection with the development by the City, County or any other agency of appropriate jurisdiction;
6. All off-site public improvements and/or infrastructure required for the Development Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.);
7. Submission of plan(s) to mitigate any disruption to County, other public and/or private operations and/or impacts to County, public and/or private facilities. The plan(s) must be approved in writing by the County prior to commencement of any work that may impact County, public or private operations and/or facilities;
8. Environmental review and assessments required by any authority having jurisdiction over such matters including performing any and all studies and analyses required for such review and assessments and for any remediation of the Site, if required, at its sole expense;
9. Applying for and obtaining any zoning, land use, site plan approval, and/or any other land use planning, changes and/or waivers from the appropriate agency having jurisdiction. (The County does not make or offer any representation or warranty that any such requested changes will be granted.);
10. Obtaining or causing Sub-Lessees to obtain, as applicable, any and all access permits from the City of Miami, State of Florida, County, and/or any authority with such jurisdiction;
11. Working with the Department of Cultural Affairs to develop a plan and incorporate new public art in all public and private development parts of the Master Plan pursuant to the Miami-Dade County Art in Public Places requirements; and
12. Completing a comprehensive due diligence process regarding development of the Development Site.

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The Master Developer shall be responsible for land development activities to include the permitting, financing, construction and delivery of all open spaces, utilities, infrastructure, drainage, roadway and right-of-way improvements required to make the Development Pads available for construction.

**3.6.5 Project Development Activities**

The Master Developer shall be responsible for:

1. Branding and marketing of the Project to Sub-Lessees, and occupants, in order to attract the Project's fair share of sustainable market demand;
2. Collaboration and partnership with any Sub-Lessee for each site (or groups of sites), including negotiation and effectuation of Sub-Leases at market value and pass-throughs of participation rent to be paid to the County as the vested landowner (in addition to Master Developer base rent);
3. As applicable, coordination with the State of Florida and other regulatory agencies the agreements necessary to allow for the development and sale of condominiums on the leased Development Site;
4. Creation of a financial entity (or district) that requires each Sub-Lessee to pay a fair-share of open space and common area improvements, operations, and maintenance; and
5. Construction and delivery of each parcel, whether by the Master Developer, or contracted for through a Sub-Lease to a Sub-Lessee.

**3.6.6 Design & Construction**

The Master Developer shall be responsible for all design and construction activities to bring the end-development to fruition as guided by the Design Guidelines herein, whether directly through its own entity, or by Sub-Lease to a qualified entity procured as further established herein, as follows:

1. Obtaining certified, insured, experienced and reputable architectural, engineering and construction services including a general contractor, project manager and subcontractors;
2. Commencement and completion of the construction of the Project in a timely manner and in accordance with the applicable rules, regulations, ordinances and standards required by the County, City of Miami and any other applicable regulatory agency;
3. Making and/or causing to be made any alteration, relocation, or replacement of any County facilities, either temporary or permanent, and with any measures required to maintain County operations during development;
4. Working with the Department of Cultural Affairs to cause to be made any alteration, relocation, or replacement of any existing public art works required and coordinated by the Department of Cultural Affairs;
5. Making and/or causing to be made any extension, relocation and/or upgrading of utilities, including utilities serving existing County facilities, or connection of new utilities, if necessary;
6. Ensuring, prior to construction, that the Master Developer's designated Project Manager, its contractors and/or Subcontractors, as determined appropriate in the sole discretion of the County, meet with County staff to provide relevant information regarding construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the County;
7. Any damage or impacts to County, public or private systems, facilities or operations resulting from activities undertaken or authorized by the Master Developer must be immediately remediated at the Master Developer's sole expense. If required by the County, the Master Developer must prepare and submit a monitoring, mitigation and remediation plan. The plan, if required, must receive the written approval of the County and be executed by the Master Developer;
8. Ensuring coordination of certain activities which may potentially impact County facilities and/or operations may require the presence of County employees or representatives to monitor and coordinate activities. The Master Developer shall be responsible for all costs incurred as a result of such activities, including but not limited to, payment for all expenses incurred by the County in providing employees or representatives to monitor and coordinate activities;
9. Obtaining bonding and/or assurance of completion as required by law and in a manner acceptable to the County; and
10. Providing, as required either through the Development Agreement or Lease, a warranty to the County and its assigns for the Downtown Intermodal Terminal.

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**3.6.7 Contract Management & Delivery**

The Master Developer shall be responsible for:

1. Coordination of community outreach activities, in accordance with any requirements or specifications by the County for same;
2. Public Record Filing and Recordation of Agreement, and Lease(s) or any other agreements required, if applicable, and payment of all recording fees;
3. The Development Site is County-owned and is not currently subject to real estate taxes; however, it is the responsibility of the Master Developer (and thus to be included in its contractual obligation with Sub-Lessees) to determine any and all tax consequences which may arise as a result of placing a development on the Development Site and for the payment of any and all taxes associated with the development of the Development Site, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Development Site. Such requirement shall not be transferred from Master Developer to a Sub-Lessee; and
4. Submission of status reports to the County regarding the Project development. Frequency, subject matter and details covered in status reports will be determined by the County and may be changed at any time at the discretion of the County.

**3.7 Master Developer Financial Responsibilities**

1. The Master Developer shall provide any and all financing required to meet its obligations under the Development Agreement. The financing may be provided via private debt and/or equity, for the anticipated costs of the Project including reasonable reserves to address construction, design, and operation lifecycle replacement and contingencies. The Master Developer may not be authorized to mortgage, pledge, or assign the Project or any of Master Developer's rights and/or interests under the Project, whether to transfer the Project itself or to obtain financing, without the County's express written approval. Master Developer may not use the full faith and credit of the County to secure financing.
2. The Master Developer shall have the capacity to finance the Project equity and to obtain debt for design and construction of the Project as necessary for the duration of the Development Agreement.
3. The financing of the Project may **not** allow for the cross-collateralization or cross-defaulting with any other property, project or other assets. Further, if the development is phased with separate components, each phase or component of the Project must be independently financed and the financing of any phase(s) or component(s) may not allow for cross-collateralization or cross-defaulting with any other phase(s) or component(s).

**3.8 Master Developer Due Diligence Responsibilities**

1. The property is being offered for development on an "as is" basis. The Master Developer is solely responsible for completing a comprehensive due diligence process regarding development of the Development Site including but not limited to environmental studies and securing environmental approvals such as NEPA, survey and site plan approvals, title research and curing of any title defects necessary to make the sites available for development (with the County's support). The County disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.
2. The County does not represent or warrant the condition of the Development Site, its suitability for the uses contemplated by the Master Developer or that development approvals or permits will be issued for the uses contemplated by the Master Developer. The Master Developer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The County does not guarantee or represent, in any way, that it will provide support or assistance to the Master Developer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected City of Miami or Miami-Dade County officials or officials charged with issuing such approvals and permits.
3. The Development Agreement will include provisions for termination should the Master Developer fail or is otherwise unable, for any reason, to secure adequate financing for the Project, and in conformity with the schedule contained in the Development Agreement.

**ATTACHMENT 1  
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The Master Developer shall provide public improvements required by the County for its benefit (public) and/or the benefit of its stakeholders, as summarized below. See also **Attachment 2, Design Guidelines**. The improvements identified shall be legally separated to allow for the County's right for occupancy and control, as applicable within the Master Developer's larger structure, either through condominium (subject to legal availability on leased land), perpetual easement, or long-term lease. It is anticipated that the public improvements shall be mixed with additional private market uses, in order to maximize the use of the entire Development Site.

1. Downtown Intermodal Terminal with a direct connection to the Government Center Station Metrorail and Metromover
2. Fleet Parking, Fueling and Maintenance (for governmental fueling) to be repositioned on-site or relocated in the immediate market area located 5-10 minutes within safe walking distance from the respective County components that it serves
3. Cultural Arts Campus including signature Library and space for HistoryMiami with shared open spaces and common area amenities as possible
4. Juvenile Assessment Center, including office and services space, preferably (if possible) incorporated into new, private commercial development on the Children's Courthouse Site Excess Land
5. Office space of approximately 60,000 square feet for use by PROS for headquarters and interactive lobby
6. Recreation, Wellness and Conservation center of approximately 45,000 square feet, preferred to be within a 5-minute walk of the other PROS headquarters and shared / synergy with proximate cultural and education space
7. New County Commission Chambers to include:
  - (a) 36,000± square feet for commissioner office and conference room space for use by the Board of County Commissioners and their supporting uses currently housed at SPCC
  - (b) 7,350± square feet for commission chambers / flexible auditorium space
8. Construct and reserve up to 2,000 spaces for public parking to be owned and operated by the County in perpetuity, at its adopted parking rates and policies
9. Daycare to include sufficient capacity to meet the demand from the existing daycare facility. The daycare planning shall allow for a mixed-income model including self-pay and participation of subsidized (but funded) daycare and family services through HeadStart or other programs coordinated by the Miami-Dade Community Action and Human Services Department (CAHSD), to be managed by the daycare operator. The existing daycare facility is subject to a lease with the YWCA which was renewed for the 5-year period May 2022 thru April 2027, at a rate of \$1.00 per year to the County, and a 180-day cancellation clause. YWCA shall be given the right of first refusal for the new daycare within the Development Site.

**3.10 Affordable Housing**

The Master Developer shall be responsible for the planning and ultimate delivery of residential uses, including affordable, workforce and market rate, mixed-income housing as established herein, in order to address some of our community's most critical challenges today such as housing security. This residential component should include a marketable mix of studio, one-, two-, and three-bedroom units. The Master Developer should allocate the higher of 2,000 units or 35 percent of the total housing towards affordable/workforce housing and is encouraged to find ways to increase this number to whatever the market will bear. At least 10 percent of all units shall be reserved for households with incomes less than 80 percent of the then-current Area Median Income (AMI) as established by the United States Department of Housing and Urban Development (HUD), to fulfill the "affordable" requirements and at least 25 percent to those households with incomes up to 140 percent of the same AMI benchmark. Further, the unit mix of the affordable housing units shall be provided at a ratio consistent with the ratio used in the market rate units.

**3.11 Educational Uses**

The Master Developer shall include educational facilities in the Master Plan, focused on a continuum of education to empower the residents from infancy through high school years. The Master Developer shall be responsible for designing, building, funding and financing the Educational Facilities as noted below and placing an appropriate public or private operator of those facilities, to include:

1. Daycare (described in Improvements for County Use section above);
2. Primary K-8 (Pre-K, Elementary, and Middle School); and
3. Secondary 9 – 12 (High School).

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The capacity of each institution shall be supported by appropriate market, demographic, and economic research. A [TBD] percent of the capacity shall be set aside for residents living within MetroCenter and the adjacent [TBD]-mile radius.

**3.12 Development Site**

1. The Development Site is approximately 16.6 acres in size, which could potentially support between 17± and 24± million square feet of development (including parking), subject to financial feasibility and market demand. The property is zoned Rapid Transit Zone (RTZ) – Government Center Subzone, in accordance with Section 33C-11 of the Miami-Dade County Code of Ordinances. A summary of the sites included within the Project and an aerial location map are provided in **Exhibit 1, Development Site Summary**.
2. The Master Developer will have the right to enter, access, and occupy each individual Development Pad to fulfill its obligations when property control transfers to Master Developer per the applicable Lease. Such obligations will include to secure and insure the Development Pad. All Master Developer activities on the Development Site must be conducted with sensitivity to the continued operations of the current uses including SPCC, Metrorail, Metromover and bus lines.
3. The Development Site currently serves multiple uses including office space, parking, library, museum, designated green space as part of the Downtown Government Center Master Plan, a daycare, a vita course, and secured surface parking for government officials. These uses shall be provided for in the redevelopment plan.
4. The development of the Project will require planning activities with current stakeholders including the Internal Services Department (as Property Manager of several of the facilities), the Department of Transportation and Public Works, in order to maintain accessibility to County buildings and the Metrorail and Metromover, and the Department of Cultural Affairs, in order to relocate existing public art and to plan and incorporate new public art in all public and private development part of the Master Plan pursuant to the Miami-Dade County Art in Public Places requirements.
5. Development of the eastern portion of the site adjacent to the Metrorail will be subject to regulatory controls of the County and the Federal Transit Administration (FTA). Development of the areas immediately adjacent and west of the Metrorail will be subject to regulatory controls of the County. Roadways, sidewalks, and non-County-owned rights-of-way are subject to the additional and separate jurisdiction of the City of Miami. It is the Master Developer's responsibility to comply with these and identify and comply with any potential additional regulatory agency interests or authority.
6. The Development Site includes property purchased, in part, with funds provided by the FTA. Accordingly, the Development Agreement must comply with all FTA requirements for joint development. (Information related to FTA regulations regarding joint development can be found at <https://www.transit.dot.gov/jointdevelopment>).
7. For all development adjacent to the Metrorail and Metromover systems, Master Developer shall at all times adhere to the requirements set forth in the "Department of Transportation and Public Works Adjacent Construction Manual" published by the Department of Transportation and Public Works, Office of Safety and Security and the "County Construction Safety Manual" which are provided in **Attachment 2, Design Guidelines**.
8. On July 24, 2018, the Board of County Commissioners adopted Ordinance No. 18-81 expanding the County's Fixed-Guideway Rapid Transit System Development Zone and creating the Government Center Subzone. The Development Site is located within this Government Center Subzone. Any zoning applications or building permits on-site will be processed through the County; further, any development or construction over or connecting to the Department of Transportation and Public Works-owned real property at the easternmost portion of site adjacent to the Metrorail shall require additional approvals and construction standards from the FTA; any development, construction, or impacts to the rights-of-way including roadways and sidewalks shall require coordination with and approval from the City of Miami and any other agency having regulatory control, to be identified by Master Developer.
9. The Master Developer will be responsible for obtaining all Environmental Studies, Geotechnical, property and underground utilities surveys, as part of the development due diligence on site, as well as obtaining all permits and approvals necessary for the Project including, but not limited to, the following. To the extent that remediation for any of the below conditions is necessary the cost and remediation of same shall be the responsibility of the Master Developer and accounted for in the ground rent provided to the County in exchange for the rights transferred in property through the Development Agreement and each Lease.



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- (a) Geotechnical: As required by regulatory or permitting agencies, the Master Developer shall perform geotechnical testing and soil borings to determine load bearing capacity of the Site, interpret the testing data and provide a geotechnical report to the County.
- (b) Hazardous Material: The Master Developer shall be responsible for all environmental testing required as part of the site development including, but not limited to, an American Society for Testing and Materials (ASTM) Phase I Environmental Site Assessment, any additional environmental diligence and testing required by the Miami-Dade County Department of Regulatory and Environmental Resources (RER) or any other agency having regulatory authority and, as applicable, perform remediation necessary to obtain approvals for Development Site from said regulatory agencies for environmental and hazardous materials. RER shall have final authority over such requirements and permissions impacting development on site.
- (c) Utilities: The Master Developer will coordinate all utility interfaces with the County including, but not limited to, central chilled water piping, electrical infrastructure, underground sanitary and storm water connections, and fire mains.
- (d) Impact to Third Parties: The Master Developer will coordinate with all stakeholders including but not limited to the City of Miami, Miami-Dade Internal Services Department regarding County property, and Miami-Dade Department of Transportation and Public Works regarding the Metromover, Metrorail and bus lines to ensure mitigation of potential impacts by the Project, including the construction staging area, and any others that may be relevant (see the Department of Transportation and Public Works Adjacent Construction Manual).
- (e) Agreements with Utility Companies: The Master Developer will seek construction phase and final operating agreements with utility companies including but not limited to Miami-Dade Water and Sewer Department, Florida Power and Light, and any other required utility companies.
- (f) Permitting: The Master Developer will obtain planning, building and zoning permits from the County.
- (g) Survey: The County has obtained a Sketch of Boundary and Topographic Survey for the SPCC site from Miller Legg, which is provided in **Attachment 2, Design Guidelines**. The County's own professional survey staff within the Department of Transportation and Public Works have commenced formal surveys of the remaining properties in the Development Site dated July 2022 and after. The County makes no warranty as to the accuracy of the information on this survey and is providing same to facilitate the solicitation process. The Master Developer shall be responsible for verifying the information on the Survey(s) prior to reliance thereon and, if and as needed, acquiring additional surveys by a certified professional surveyor licensed in the State of Florida.

### **3.13 Key County Departments and Stakeholders**

This Project will be accomplished through the commitment and coordination of several key County departments and internal stakeholders as follows:

1. Miami-Dade County Internal Services Department, as Property Owner and Project Lead;
2. Miami-Dade County Department of Transportation of Public Works, as Property Owner with a vested interest in the transit improvements including a new bus terminal as part of this Project;
3. Miami-Dade County Department of Regulatory and Environmental Resources, as the regulatory zoning agency for the site, and an integral contributor to the design and standards of the larger project (which in no way will be subverted as part of this Project);
4. Miami-Dade County Public Housing and Community Development Department, to provide guidance on the affordable housing component of the Project, as applicable;
5. Miami-Dade County Public Library System, as a perpetual tenant/user within the vertical development of the Project;
6. Miami-Dade County Department of Parks, Recreation, and Open Spaces, as a stakeholder in the future programming of open spaces, and a perpetual tenant/user for office and Recreation, Wellness and Conservation Center within the vertical development of the Project;
7. Miami-Dade County Cultural Affairs to coordinate for the relocation and new construction of a facility for HistoryMiami, and the programming for open spaces with cultural activities, and the relocation of existing public art and the planning and incorporation of new public art pursuant to the Art in Public Places requirements;
8. Juvenile Services Department; and
9. Community Action and Human Services Department for the HeadStart and related programs within the Daycare.

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There will be coordination with external stakeholders to include:

- HistoryMiami;
- YWCA (Daycare tenant);
- FTA, to the extent that the Master Developer proposes using any of the land within the existing Metrorail right-of-way (including air-rights); and
- Florida Department of Transportation, to the extent any approvals may be required for adjacencies and rights-of-way.

**3.14 Management, Maintenance, and Operations Responsibilities**

The Development Agreement will include technical provisions informing the design of public improvements incorporated into the Project by the Master Developer. The responsibilities of the Master Developer will include all financing, planning, design, construction, and delivery of the Project, and all costs related to same, whether undertaken by the Master Developer and/or its Sub-Lesseees. The property management, maintenance of the real property and any related furnishings, fixtures and equipment, and operations of the programs and uses within the different spaces are anticipated to be divided between the parties as follows. The intent of this division is to provide the County the autonomy to manage the use, security and operations of County-occupied space and the Master Developer / Sub-Lessee the obligation for maintenance of structural and building components for the larger buildings in which the County will occupy space.

	<b>Property Management, Repairs, and Replacements</b>	<b>Maintenance (including Utilities, Janitorial, Security)</b>	<b>Day to Day Operations</b>
Downtown Intermodal Terminal	County	County	County
Public Library and all back-of-house areas	Master Developer or Sub-Lessee	County	County
Commission Chambers & Auditorium Space	County and/or Assigns	County	County
County-Occupied Office Space (Commission, PROS and any future assigns to same)	County and/or Assigns	County	County, as applicable
HistoryMiami	County and/or Assigns	County and/or Assigns	County and/or Assigns
Common Areas within Building Improvements	Master Developer	Master Developer	Master Developer
Common Areas and Open Spaces on Site (External to Building Improvements)	Master Developer	Master Developer	County
Parking	County	County	County
Art in Public Places	County	County	County, as applicable

For all improvements occupied, managed, maintained, or operated by the County or its assigns (as described in the Scope of Services) and any other applicable aspects of the Project that are required by Applicable Law to be competitively solicited, Master Developer shall be required to comply with such requirements as provided under federal law, state law, or county ordinance.

**3.15 Ownership**

1. The County is the undivided owner of the land underlying the Project, and the County and/or its successors and its assigns shall retain fee simple ownership of the land underlying the Project.
2. The County shall provide the Master Developer with Leases for those lands and air rights required to construct the entire Project; subsurface rights shall be non-exclusive, and the Master Developer shall not have the right to transfer sub-surface

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or air rights to any other party except to a tenant via Sub-Lease as a party to the development when such transfer is a required to facilitate the Project.

3. The Master Developer shall transfer the complete interest in the Downtown Intermodal Terminal upon completion of construction to the County by way of a Condominium deed, an Easement in Perpetuity, a [ TBD ]-year lease with a subsequent [ TBD ]-year renewal at the County's sole discretion, or other options which may be acceptable to the FTA.
4. The County shall be named as a beneficiary of any interests held including those provided for construction and underwriting purposes and shall at all times be contingent lienholder on any financing and transfer of interests in such improvements. Except for the Downtown Intermodal Terminal, Master Developer shall transfer the County-requested improvements to the County via perpetual easement or lease, cancellable only at the County's discretion or default of obligations specific to said easement(s) or lease(s).
5. The ownership terms for the Master Developer and Sub-Lessees are to be further defined.

**3.16 Payment Structure and Source of Funding**

1. The County will reimburse or otherwise make remuneration to the Master Developer for the Downtown Intermodal Terminal, with funding to include the Charter County Transit Surtax.
2. In exchange for the County-owned land required to construct the Project, including all surface, sub-surface and air rights to be granted as part of the Development Agreement, the Master Developer shall provide remuneration to the County in the form of Master Development fee(s), ground rent and participation rent.
3. In exchange for the public improvements to be constructed by Master Developer and provided to the County via lease, condominium deed, or easement, the Master Developer shall receive remuneration from the County which may be in the form of milestone payments, lease payments, or other fixed fees.
4. The County intends to seek sources of funding for the public improvements after the Development Agreement is effective. The Master Developer's financial plan shall allow for flexibility for the County to make financial contributions towards any public improvement at different milestones including, but not limited to, bonds, grants, and any other revenue stream which the County can avail for same. The County will communicate closely with the Master Developer so that the impact of these potential funds can anticipated or planned for by the Master Developer.



# MetroCenter Redevelopment

## DRAFT DESIGN GUIDELINES



Miami-Dade County  
Internal Services  
Department

August 17, 2022



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# METROCENTER REDEVELOPMENT DRAFT DESIGN GUIDELINES

## MetroCenter Redevelopment – Draft Design Guidelines

**Client name:** Miami-Dade County Internal Services Department  
**Project name:** MetroCenter Redevelopment Miami-Dade Government Center  
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# METROCENTER REDEVELOPMENT

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Miami-Dade County Office of Resilience - Downtown Government Center Redevelopment Project - Resilience Requirements and Recommendations

## **Acronyms and Abbreviations**

ADA	Americans with Disabilities Act
AMI	area median income
APP	Art in Public Places
APPB	Art in Public Places Board
ATFP	anti-terrorism force protection
AV	audio-visual
CDMP	Comprehensive Development Master Plan
DER	distributed energy system
DTPW	Miami-Dade County Department of Transportation and Public Works
EV	electric vehicle
FAA	Federal Aviation Administration
FBC	Florida Building Code
FDOT	Florida Department of Transportation
FTA	Federal Transit Authority
IT	information technology
JAC	Juvenile Assessment Center
JSD	Juvenile Services Department
LEED	Leadership in Energy and Environmental Design
LEED-ND	LEED for Neighborhoods Development
MDAD	Miami-Dade Aviation Department
MDCPS	Miami-Dade County Public Schools
MDPLS	Miami-Dade Public Library System
NFPA	National Fire Protection Association
PHCD	Public Housing and Community Development
PROS	Parks Recreation and Open Spaces
R/W	right-of-way
RER	Miami-Dade County Department of Regulatory and Economic Resources
RTZ	Rapid Transit Zone
SLR	sea level rise
SPCC	Stephen P. Clark Center
WASD	Miami-Dade County Water and Sewer Department
VPP	virtual power plant

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# PROJECT SITE INFORMATION



SECTION **A**

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## SECTION A—PROJECT SITE INFORMATION

### A.1 Introduction

Miami-Dade County (the “County”) is interested in diversifying its downtown Government Center area (the “Development Site”) to include a greater mix of retail, affordable, workforce, and market rate housing, and businesses, in addition to its current governmental functions. These types of developments are extremely desirable, investment-grade properties when including the highest-quality construction and workmanship, materials, and systems; significant architectural features and the highest-quality finishes and trim; and abundant amenities. Developments of this stature can be one-of-a-kind, with unique shape and spacious facilities, notable architectural design, and a definite market presence. The development has the potential to create a thriving and interactive community, enhancing the existing transit and civic infrastructure, resulting in an improved quality of life and a vibrant destination for residents, businesses, and visitors alike.

The Design Guidelines describe the Development Site and building design objectives and the expected quality of design, as well as specific design requirements for various aspects of the Project. The purpose of the Design Guidelines is to deliver sufficient information to be used by the Master Developer for the future creation of the Master Plan and Project design. The Development Agreement will include a process for requesting modifications to the Design Guidelines, as applicable and where impractical or infeasible, or to optimize design elements, for approval by the County. For avoidance of doubt, the creation of a Master Plan and Project Design will be a future responsibility of the selected Master Developer.

The Design Guidelines are comprised of four sections, which define the Project and its sites, set forth the strategies for the urban environment, outline the program component requirements, and provide the standards for resilience and sustainability. The overall site information is provided as a starting point for the Master Developer’s general understanding of the Project. Additional information and requirements are included in the document Appendices, including but not limited to design narratives for the County program components, County ordinances, Property Appraiser records, and surveys of the existing sites.

While the Design Guidelines outline the requirements for each program component to be included in the development, the Master Developer may need to expand upon these requirements as appropriate based on each department’s needs. The Design Guidelines do not define the timing and phasing of the program components, with the intention of providing the Master Developer with the flexibility to plan for the most market-responsive development program. The Master Developer may recommend the timing that will be most responsive to the market, provided that a replacement use for a county facility be completed prior to the demolition of that facility’s current site.

### A.2 Project Overview

As it exists today, the Government Center is developed with approximately 3.3 million square feet of County-owned improvements, including government office space, courts, public parking, and a modest amount of retail, of which 1.1 million square feet are located within the Development Site. As repositioned, the Development Site could support between +/- 17 and +/- 24 million square feet of new development, subject to financial feasibility and market demand, to complement those governmental and public uses which will remain within the larger Government Center footprint.

The redevelopment, currently known as “MetroCenter,” is part of a larger, approximately 28-acre area that serves as the seat of the Miami-Dade County Government (Government Center), directly connected to the Metrorail Government Center Station and external transportation networks, at the center of the Miami urban landscape. The County is offering approximately 16.6 contiguous acres of County-owned land within



downtown Miami, Florida, for private redevelopment. The Development Site represents a combination of excess land and underutilized parcels formed from 11 primary sites. The majority of the sites are improved and occupied with public uses that will need to be relocated and/or reconstructed to vacate the lands for development.

The Master Developer should create a master plan that provides for new, mixed-use construction within a cohesive, planned development (Master Plan), complementing the governmental uses which will remain within the larger Government Center footprint, at a density and intensity consistent with the underlying zoning and highest and best use. Heights could go up to 80 stories, subject to market demand, infrastructure capacity, zoning code and Federal Aviation Administration (FAA) regulations.

The development should include new retail and commercial spaces, affordable, workforce and market rate residential, hotel, parks, vehicular private and public parking. In addition, the following Project program components should be provided by the Master Developer. Refer to Section B for the urban design guidelines related to open spaces and Section C.1.4 for the program requirements for the following components:

- ◆ Miami-Dade County Department of Transportation and Public Works (DTPW) Downtown Intermodal Terminal
- ◆ Downtown Main Library
- ◆ HistoryMiami Museum
- ◆ County Commission Chambers and Associated Offices
- ◆ Juvenile Services Department
- ◆ Miami-Dade County Parks, Recreation and Open Spaces (PROS) (Headquarters Offices, Recreational and Wellness Center)
- ◆ Mixed-income affordable, workforce, and market rate housing
- ◆ Educational Space (Childcare Center and K–12 Schools)
- ◆ Allocation of county-controlled Parking
- ◆ Fleet Parking, Fueling, and Maintenance Facility

## A.3 Project Sites

The subject property, comprised strictly of County-owned property, consists of 11 County-owned sites located in downtown Miami in proximity to the Metrorail Government Center Station. The overall size of the property is approximately 16.6 acres, generally located south of NW 4th Street, east of Interstate 95, north of SW 1st Street, and west of North Miami Avenue in downtown Miami.

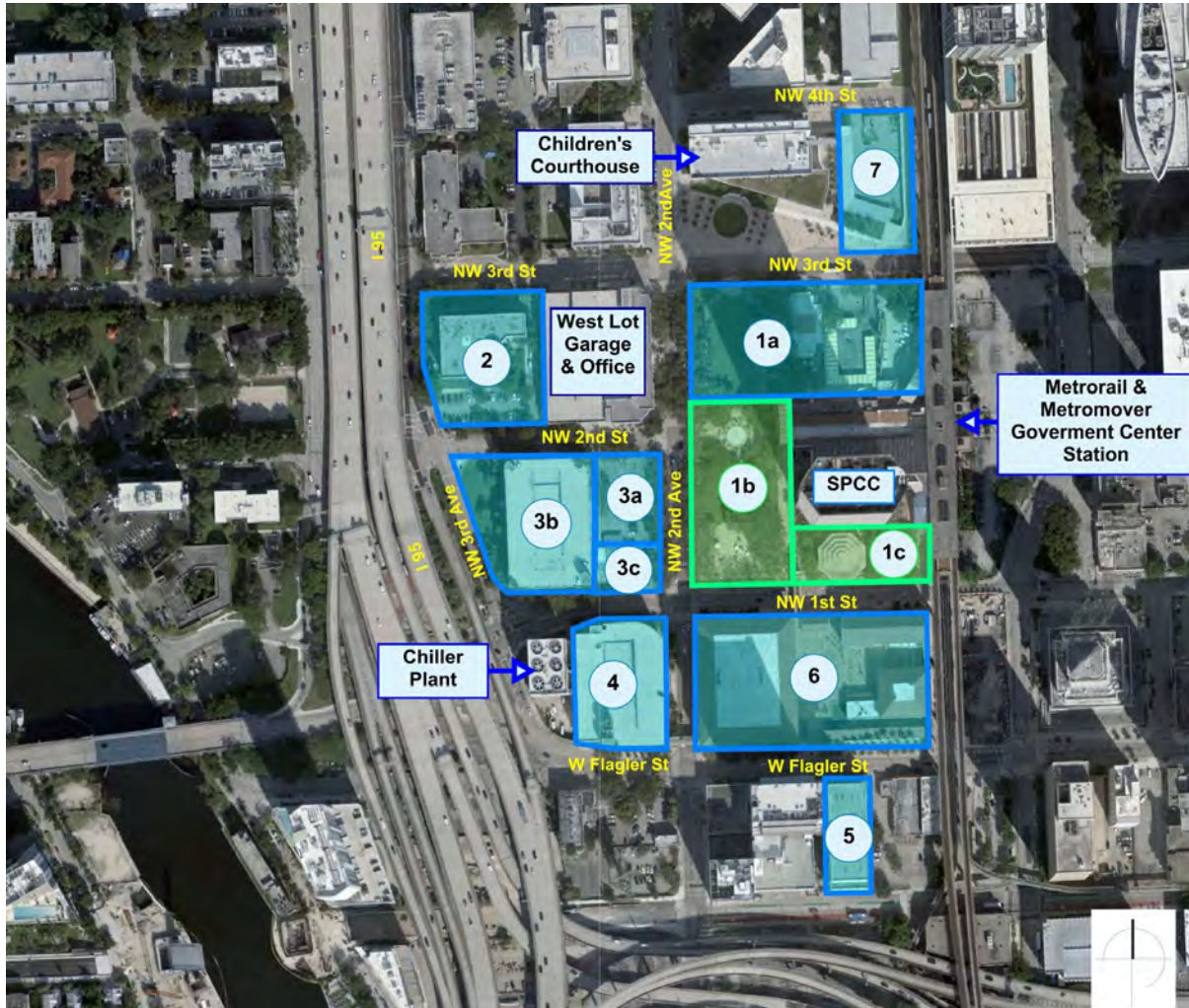
### A.3.1 Overall Property Information

The Project, located within the City of Miami and County Commission District 5, around the Government Center Metrorail/Metromover Station, includes development of facility Sites 1a, 1b, 1c, 2, 5, and 6; surface parking lots Sites 3a, 3c, and 7; and municipal parking garages Sites 3b and 4 that are currently available for public use. Refer to Figure A-1 and Table A-1 for the site's location, size, address, and associated folio number(s). Refer to Section A.3.2 for more detailed information on each site.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-1. Project Site Locations



Site Number	Site Name and Current Use
1a	Stephen P. Clark Center (SPCC) North Excess Land
1b	Central Park Space at SPCC
1c	Existing County Commissioner Chambers
2	Hickman Office Building
3a	Motor Pool Lot
3b	Hickman Parking Garage
3c	Motor Pool Gas Station
4	Cultural Center Plaza Office & Garage
5	140 West Flagler Building
6	Cultural Plaza
7	Children's Courthouse Surface Lot

# PROJECT SITE INFORMATION

## SECTION A

**Table A-1 Sites Summary**

Site Number	Site Name/Current Use	Site Area (acres)	Address and Folio	Potential Height (feet)	Site Number Per RTZ (Ordinance No. 18-81)
1a	Stephen P. Clark Center (SPCC) North Excess Land / (Surface Parking and Daycare Tenant)	3.1	Portion of 111 NW 1 Street 01-4137-023-0020 <sup>a</sup>	750	13
1b	Central Park Space at SPCC (Vita Course, Open Space)	1.9	Portion of 111 NW 1 Street 01-4137-023-0020 <sup>a</sup>	750	13
1c	SPCC - Existing Commissioner Chambers	0.8	Portion of 111 NW 1 Street 01-4137-023-0020 <sup>a</sup>	750	13
2	Hickman Office Building (Parks, Recreation and Open Spaces HQ; Juvenile Assessment Center Office & Intake)	1.7	275 NW 2 Street 01-0109-050-1090	550	12
3a	Motor Pool Lot (County Fleet Surface Parking)	0.8	120 NW 2 Avenue, et al. 01-0110-080-1010, 1020, 1030, 1040	600	5, 6, 7, 8, and 9
3b	Hickman Parking Garage (Public Parking)	1.9	270 NW 2 Street 01-0110-080-1070	600	4
3c	Motor Pool Gas Station (County Fleet Service & Fuel)	0.3	150 NW 2 Avenue 01-0110-080-1160	600	10
4	Cultural Center Plaza Office & Garage (Public Office and Parking)	1.3	Portion of 50 NW 2 Avenue 01-0111-090-1020 <sup>a</sup>	650	3
5	140 Building (In process of demolition, no current uses)	0.5	140 W. Flagler Street 01-0114-040-1080	700	1
6	Cultural Plaza (Public Library and HistoryMiami Museum)	3.3	Portion of 20 NW 1 Avenue 01-4137-027-0010 <sup>a</sup>	750	2
7	Children's Courthouse Surface Lot (Judicial Parking)	1.0	Portion of 155 NW 3 Street 01-4137-070-0010 <sup>a</sup>	750	14
Total Redevelopment Site Acreage (Net)		16.6			

<sup>a</sup> Indicates that only part of the parcel is available for redevelopment

Site areas and potential building height provided are approximate numbers provided for planning purposes. All quantities will need to be verified by the Master Developer. Refer to Appendix A for property appraiser information for each of the sites listed.

To encourage high-density, urban, mixed-use development that maximizes the property, Ordinance No. 18-81 was adopted in June of 2018, expanding the County's Fixed-Guideway Rapid Transit System Development Zone (RTZ) to include County-owned properties located around the Government Center Metrorail/Metromover Station. This zoning is formally known as Chapter 33-11(c), Government Center Rapid Transit Zone (Government Center RTZ), of the Miami-Dade County Code of Ordinances (Code) and benefits the sites with a generous density of 500 units per acre plus bonuses and unlimited height, subject only to the limitations set by the FAA for air traffic to and from the nearby, County-owned Miami International Airport (generally 550 to 750 vertical feet). Refer to Appendix B for information regarding Ordinance No. 18-81. Figure A-2 shows the properties that were added to the RTZ.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-2. Properties Added to the Rapid Transit Zone <sup>1</sup>



### A.3.2 Sites Allocated for Redevelopment and Zoning Summary

All sites anticipated for redevelopment are currently improved and will require demolition and relocation of certain existing users. Critical to the Project is the continuity of County Services and appropriate phasing of these relocations. New facilities for the existing users being relocated should be ready prior to demolishing the existing facilities. Following is a summary of sites allocated for redevelopment with a partial aerial location map and a brief description of each site.

#### A.3.2.1 Specific Property Information

##### A.3.2.1.1 Site 1a

The following describes Site 1a:

- ◆ Existing context
  - Site 1a is located North of the SPCC and bordered to the north by NW 3rd Street, to the west by NW 2nd Avenue (refer to Figure A-3), and to the east by the Metrorail Government Center Station.
  - The site is currently occupied by a surface parking lot, a daycare center (Carol Glassman Donaldson Center, operated by YMCA), and a portion of the open space along NW 2nd Avenue. Vehicular access to the site is from NW 3rd Street.
  - To the west of the surface parking, there is a restricted access that leads to the loading/delivery area dedicated to the SPCC building located to the south.
- ◆ Impacts – relocation or replacement needs
  - Surface parking and daycare will need to be relocated elsewhere within the development.
  - Service access and SPCC loading area cannot be interrupted and must remain operational at all times.
- ◆ Site area and potential building height
  - Lot size = 3.1 acres.
  - Potential height = 750 feet (subject to FAA/Miami-Dade Aviation Department [MDAD] review and approval).
  - Refer to Section A.4.1 for site survey.

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<sup>1</sup> Office of the Miami-Dade County Attorney. 2018. *Ordinance relating to the Fixed Guideway Rapid Transit System Development Zone*. Memorandum to Miami-Dade County Board of County Commissioners. June 19.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-3. Site 1a: Stephen P. Clark Center North Excess Land



*Aerial view of Site 1a*

*Looking southeast toward the SPCC Building*



*Looking south toward the SPCC service access and loading area*

*Looking south toward existing park from north end of site*

### A.3.2.1.2 Site 1b

The following describes Site 1b:

- ◆ Existing context
  - Site 1b is located west of the SPCC and bordered to the north by the north side of the Government Center and NW 3rd Street, to the west by NW 2nd Avenue, to the south by NW 2nd Street and to the east by the SPCC building.
  - The site is currently an open space comprised of both park and plaza, with an existing water fountain and seating areas located at its northern end, surrounded by landscape. On the south end, there is an open plaza where the “Dropped Bowl with Scattered Slices and Peels” sculpture by Claes Oldenburg and Coosje van Bruggen is situated. This sculpture is one of the most important art works in the Miami-Dade County Art in Public Places collection and will need to be relocated.
  - The existing open space is bordered by a series of trees, creating a lush green canopy shading the wide walkways along its edges. In addition, there are clusters of existing signature palms surrounding the north end of the open space.
  - There is a pedestrian bridge going across NW 1st Street, currently linking the east end of the site and providing a safe passage to the Downtown Main Library and the HistoryMiami Museum located across NW 1st Street.
- ◆ Impacts – relocation or replacement needs
  - The majority of people parking at West Lot, Hickman, and Cultural Center parking garages access the west entrance of the SPCC building either along the northern end of the site through the walkways adjacent to the fountain or along the south end through the existing plaza. The Master Developer may need to modify the West entrance of the SPCC building, dependent upon the proposed use for this space.
  - Mature signature palms and other mature trees surrounding the open space may need to be preserved/relocated/recovered.
  - The existing sculpture located on the south end of the site, the “Dropped Bowl with Scattered Slices and Peels” should be well-preserved (during temporary or permanent relocation on- or offsite). The Master Developer is responsible for its relocation in coordination with the County Cultural Affairs Department.
- ◆ Site area
  - Lot size = ±1.9 acres.
  - Refer to Section A.4.1 for site survey.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-4. Site 1b: Central Park Space at SPCC



*Aerial view of Site 1b*



*Looking East from NW 2<sup>nd</sup> Avenue towards the fountain*



*Looking east from NW 2<sup>nd</sup> Avenue toward the SPCC building*



*Looking north from south end of plaza*



### A.3.2.1.3 Site 1c

The following describes Site 1c:

- ◆ Existing context
  - Site 1c is located south of the SPCC and bordered to the north by the SPCC, to the west by the open plaza on Site 1b, to the south by NW 1st Street, and to the east by the Metrorail Government Center Station (Figure A-5).
  - The octagonal-shaped County Commission Chambers attached to the SPCC building is situated on this site. The rest of the site is an open plaza, with a fountain at the base of the County Commission Chambers and a series of trees aligned in rows, shading the majority of the plaza.
  - The pedestrian bridge located on the west end of the site creates a physical and visual separation between the existing southern plaza on Site 1b and this site.
  - Entry to the escalators and stairs leading to the Metrorail Government Center Station is on the east end of the plaza.
- ◆ Impacts – relocation or replacement needs
  - The majority of people accessing the site from the south end walk through the plaza to access the south entrance of the SPCC. The Master Developer will need to maintain access to the south entrance of the SPCC building, however is not precluded from incorporating this entrance into other structures or ideas.
  - Entry to escalators and stairs leading to Metrorail Government Center Station should be maintained or improved.
  - Mature trees should be preserved/relocated/recovered.
  - The existing County Commissioners Chambers should be replaced in close proximity to the SPCC which would allow for the demolition of the existing chambers, to the extent the demolition would positively contribute to the goals of the Project.
- ◆ Site area
  - Lot size = ±0.8 acre.
  - Refer to Section A.4.1 for site survey.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-5. Site 1c: Existing County Commissioner Chambers



*Aerial view of Site 1c*



*Looking north toward the south entrance to the Government Center Station*



*Looking northwest toward the County Commission Chambers connected to the SPCC Building*



*Looking west toward the County Commission Chambers connected to the SPCC Building*

### A.3.2.1.4 Site 2

The following describes Site 2:

- ◆ Existing context
  - Site 2 is bordered to the north by NW 3rd Street, to the west by NW 3rd Avenue and Interstate 95, to the south by NW 2nd Street, and to the east by the West Lot Garage (Figure A-6).
  - The site is currently occupied by a six-story office building built in 1979 currently occupied by PROS offices and the Juvenile Services Department (JSD).
  - Vehicular access to the site is located from NW 2nd Street and NW 3rd Avenue.
- ◆ Impacts – relocation or replacement needs
  - PROS Headquarters offices and the JSD will need to be relocated within the development.
- ◆ Site area and potential building height
  - Lot size = 1.7 acres.
  - Potential height = 550 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

# PROJECT SITE INFORMATION

## SECTION A

Figure A-6. Site 2: Hickman Office Building<sup>2</sup>



Aerial view of Site 2



Looking north from NW 2nd Street toward the south entrance of the Hickman Office Building



Looking northwest from NW 2nd Street toward the south entrance of the Hickman Office Building



Looking northwest from NW 2nd Street

<sup>2</sup> Miami-Dade County. 2021. *The Future of Downtown | Government Center Campus*. March 2021 Update. Miami-Dade County RER Development Services, Internal Services, and Parks Recreation, and Open Spaces.

### A.3.2.1.5 Sites 3a, 3b, and 3c

The following describes Sites 3a, 3b, and 3c:

- ◆ Existing context
  - Sites 3a, 3b, and 3c are located west of the SPCC and bordered to the north by NW 2nd Street, to the west by NW 3rd Avenue and Interstate 95, to the south by NW 1st Street and to the east by NW 2nd Street (Figure A-7).
  - The lot is currently occupied by a seven-level parking garage located on the west end of the lot (Site 3b; Hickman Parking Garage). At the northeast corner, there is a surface parking lot dedicated to the County's motor fleet that is enclosed by a chain link fence (Site 3a). At the southeast corner there is the Motor Pool Gas Station and service station (Site 3c).
  - Vehicular access to the parking garage is located from NW 1st Street and NW 2nd Street. Access to the County's motor fleet lot and fueling and service station is only from NW 1st Street.
- ◆ Impacts – relocation or replacement needs
  - Site 3a Motor Pool Lot – Replace motor pool spaces.
  - Site 3b Hickman Parking Garage – Replace all parking spaces.
  - Site 3c Motor Pool Gas Station – Relocate fueling station.
- ◆ Site area and potential building height
  - Site 3a Motor Pool, Lot size = 0.8 acre.
  - Site 3b Hickman Parking Garage, Lot size = 1.9 acres.
  - Site 3c Motor Pool Gas Station, Lot size = 0.3 acre.
  - Potential height = 600 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

# PROJECT SITE INFORMATION

## SECTION A

Figure A-7. Sites 3a, 3b, and 3c: Motor Pool Lot/Hickman Parking Garage/Motor Pool Gas Station<sup>2</sup>



*Aerial view of Sites 3a, 3b, and 3c*



*Looking northwest toward the south entrance to the Motor Pool Gas Station*



*Looking northeast from NW 2<sup>nd</sup> Avenue*



*Looking south from NW 2<sup>nd</sup> Street toward the Motor Pool Parking Lot*

### A.3.2.1.6 Site 4

The following describes Site 4:

- ◆ Existing context
  - Site 4 is bordered to the north by NW 1st Street, to the west by NW 3rd Avenue and Interstate 95, to the south by W Flagler Street, and to the east by NW 2nd Avenue (Figure A-8).
  - The site is currently occupied by a seven-level parking garage structure and office space built in 1984.
  - Pedestrian activity is limited.
  - Vehicular access to the site is located from NW 2nd Street, and pedestrian access from both W Flagler Street and NW 1st Street.
- ◆ Impacts – relocation or replacement needs
  - Parking will need to be relocated within the development; it is anticipated that the office uses will be absorbed into the existing county operations.
  - Adjacent county-owned and operated Chiller facility, and related underground utility lines, will need to be separated and protected from any demolition or reconstruction.
- ◆ Site area and potential building height
  - Lot size = 1.3 acres.
  - Potential height = 650 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

# PROJECT SITE INFORMATION

## SECTION A

Figure A-8. Site 4: Cultural Center Plaza Office and Garage <sup>2</sup>



*Aerial view of Site 4*



*Looking southwest from the intersection of NW 1st Street and NW 2nd Avenue toward the Cultural Center Office and Garage Structure*



*Looking west from NW 2<sup>nd</sup> Avenue*



*Looking northwest from the intersection of W Flagler Street and NW 2nd Avenue*

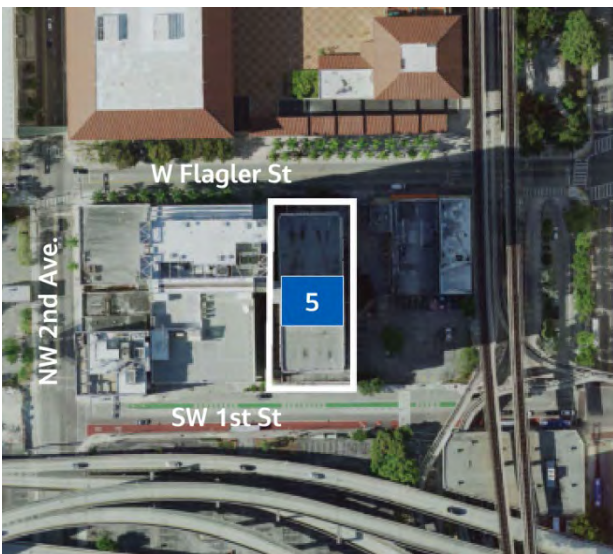


### A.3.2.1.7 Site 5

The following describes Site 5:

- ◆ Existing context
  - Site 5 is located south of the Miami-Dade Public Library and the HistoryMiami Museum and bordered to the north by W Flagler Street, to the west by a multistory office building, to the south by SW 1st Street, and to the east by a Dunkin Donuts and a surface parking lot (Figure A-9).
  - The site is currently an eight-story office building situated above a seven-level parking garage with a lobby and some office spaces at the ground level built in 1975.
  - Pedestrian access is from W Flagler Street, whereas vehicular access to the garage and loading areas are located from SW 1st Street.
- ◆ Impacts – relocation or replacement needs
  - There are no current users; the building is vacant. It is scheduled to be demolished by Miami-Dade County. Demolition solicitation is currently in progress.
- ◆ Site area and potential building height
  - Lot size = 0.5 acre.
  - Potential height = 700 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

Figure A-9. Site 5: 140 West Flagler Building<sup>2</sup>



*Aerial view of Site 5*



*Looking in the southwest toward the north entrance to the 140 W Flagler building*

### A.3.2.1.8 Site 6

The following describes Site 6:

- ◆ Existing context
  - Site 6 is bordered to the north by NW 1st Street, to the west by NW 2nd Avenue, to the south by W Flagler Street, and to the east by the Metrorail guideway. It is the largest site available in the Government Center area for development (Figure A-10).
  - The site is currently occupied by the Miami-Dade Cultural Center, comprised of the main branch of the Downtown Main Library and HistoryMiami Museum, which were built in 1980.
  - Vehicular access to the site is located toward the east end of the block; however, it is limited to restricted vehicles and for delivery/loading trucks. Pedestrian access is from W Flagler Street and from NW 1st Street from the road level or via the bridge connecting to the SPCC Plaza.
- ◆ Impacts – relocation or replacement needs
  - Both the Downtown Main Library and the HistoryMiami Museum will need to be relocated and reconstructed within the development.
  - The eastern perimeter of the site including frontage, accessibility, and view lines are being impacted by the construction of the new Miami-Dade County Civil Courthouse, which will include 25 stories when completed in 2024.
- ◆ Site area and potential building height
  - Lot size = 3.3 acres.
  - Potential height = 750 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

# PROJECT SITE INFORMATION

## SECTION A

Figure A-10. Site 6: Cultural Plaza<sup>2</sup>



*Aerial view of Site 6*



*Looking Northwest from W Flagler Street toward the southeast entrance to the Cultural Center Block*



*Looking north from W Flagler Street toward the midblock stairs of the Cultural Center*



*Looking northeast from W Flagler Street toward the Cultural Center Block*

### A.3.2.1.9 Site 7

The following describes Site 7:

- ◆ Existing context
  - Site 7 is bordered to the north by NW 4th Street, to the west by the Children's Courthouse, to the south by NW 3rd Street, and to the east by the Metrorail guideway, and beyond that, the Brightline Miami Central Station and Garages (Figure A-11).
  - The site is part of the larger Children's Courthouse parcel, for which a 14-story court was completed in 2015. The site is currently occupied by a surface parking lot allocated for Judges' parking that is secured all around by a concrete wall and a secured access gate.
  - Vehicular access to the parking lot is located from NW 4th Street.
- ◆ Impacts – relocation or replacement needs
  - The Judges' parking will need to be relocated within the development and should have proximate access to the Children Courthouse.
- ◆ Site area and potential building height
  - Lot size = 1.0 acre.
  - Potential height = 750 feet (subject to FAA/MDAD review and approval).
  - Refer to Section A.4.1 for site survey (site survey pending).

Figure A-11. Site 7: Children's Courthouse Surface Lot<sup>2</sup>



Aerial view of Site 7



Looking south from NW 4th Street toward the north entrance to the Children's Courthouse surface parking lot

### A.3.2.2 Zoning Summary

The County-owned properties listed in Section A.3.2.1 are located within the City of Miami's boundary. However, as these properties also lie within the County's RTZ and its Government Center Subzone, they will instead be regulated by the County for zoning and permitting purposes. The following is a summary of some of the specific requirements for the development of projects within the Government Center Subzone (Section 33C-11 of the Miami-Dade County Code of Ordinances); however, this is not a comprehensive list. The Master Developer should refer to the Miami-Dade County Code of Ordinances, Government Center Subzone, Section 33C-11 for the full requirements (refer to Appendix C).

#### ◆ Permitted Uses:

- All uses allowed within the Rapid Transit Zone, Section 33C-2.
- The following categories of uses are permitted in Section 33C-11, either alone or as mixed uses in horizontal or vertical integration:
  - Accommodation uses
  - General retail/personal service establishments
  - Professional business offices
  - Residential uses
  - Entertainment uses, except adult entertainment
  - Food/beverage establishments
  - Rental car facilities
  - Commercial parking garages and surface parking lots
  - Institutional uses, including civic uses, colleges and universities, childcare facilities, religious facilities, and schools (K-12)
  - Health care services, except hospitals
  - Public parks and open spaces
  - Other similar uses, as determined by the Director

#### ◆ Parking – Refer to Section 33C-11D.

#### ◆ Setbacks, floor plate, and lot size:

- Due to the unique characteristics associated with the high-density or high-intensity, mixed-use developments contemplated for this subzone, there shall be no minimum setback from streets, interior/rear property lines, and park rights-of-way.
- There shall be no maximum or minimum limitation on the size of a floor plate or minimum lot requirement.

#### ◆ Floor Area Ratio and lot coverage – The floor area ratio, lot coverage, and maximum square footage of buildings to be developed within the subzone shall not be limited.

- ◆ **Building Height** – The maximum building height may be the maximum allowed by MDAD in accordance with the zoning regulations for Miami International Airport (Appendix D).
- ◆ **Open Space** – The minimum open space requirement shall be 15 percent of the gross development area. Open space shall include parks, plazas, balconies, terraces, courtyards, arcades/colonnades, pedestrian paths, rooftop green spaces above buildings and parking garages, and transit platform areas improved for pedestrian comfort.
- ◆ **Density** – Residential density shall not exceed 500 units per gross acre (however subject to any bonuses potentially allowed per code).
- ◆ **Architectural Expression** – Building facades facing public and private street rights-of-way or public open space or both shall be a minimum 40 percent glazed. Glazing is not required for building facades that face the Metrorail or Metromover rights-of-way or for above-grade parking garage structures that face public and private street rights-of-way or public open space, provided that parking garages shall conform to the parking standards included herein. Blank walls facing public and private street rights-of-way and public open space shall be discouraged unless furnished with some type of artistic expression, such as sculpture, mosaic, or similar features.
- ◆ **Landscaping** – Landscaping shall conform to the standards set forth in Section 18A-6.
- ◆ **Service areas and mechanical equipment** – Service areas and fixtures shall be screened and located so as not to be visible from public and private rights-of-way or public open space.

While these are useful, conformance with zoning requirements alone will not result in quality development. New buildings should be designed in a context-sensitive manner that contributes to a cohesive and functional Government Center that fosters around-the-clock pedestrian activity, serves the local and regional transit demands and needs of the community, and contributes to the urban revitalization of the downtown area. The Master Developer should also refer to the recommendations set forth by Miami-Dade County Department of Regulatory and Economic Resources (RER) and/or its assigns and related parties provided in Appendix E.

## A.4 Existing Conditions

### A.4.1 Site Surveys

Boundary and topographic surveys for each site have been prepared for the Master Developer's use. The County makes no warranty as to the accuracy of the information on these surveys. It is the responsibility of the Master Developer to verify, to the extent it deems necessary, all information furnished by the County for the accuracy and applicability of all such information. The surveys provided as part of Appendix F are for reference only and provisional during the RFP phases. These surveys will be updated to include additional information from the title work being done on each site as it becomes available. For those parcels that are subdivided from larger parcels, the site boundaries for the rights to be transferred to the Master Developer have been estimated, and are subject to refinement based upon legal, physical, and regulatory requirements.

### A.4.2 Utility Plans

The Master Developer will be responsible for acquiring available utility information from the County, including but not limited to central chilled-water piping, electrical infrastructure, underground sanitary and stormwater connections, and fire mains. Existing utility plans for County-owned properties are categorized as sensitive information and, therefore, require the Master Developer to go through an approval process to

gather such utility plans. Refer to Section C.2 for the process for gathering sensitive, secure reference documents.

### **A.4.3 Traffic Studies**

The Master Developer should be responsible for all aspects of the planning within the right-of-way (R/W) adjacent to the development sites. The Master Developer should provide traffic studies required for the development and should coordinate and ascertain that these studies follow DTPW requirements. R/W planning, including traffic studies concurrency, is to be borne by the Master Developer, with DTPW's role being that of the regulatory agency. The Master Developer is responsible to coordinate with DTPW as part of the traditional planning process.

# PROJECT SITE INFORMATION

## SECTION A

Figure A-12. Site Survey Diagram

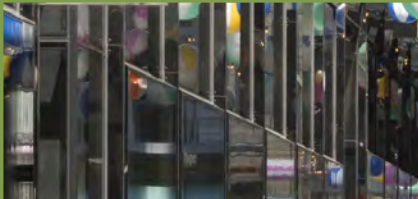
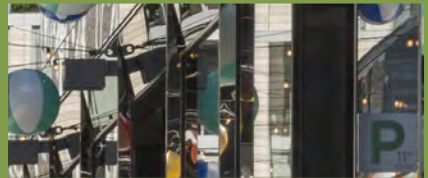




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# URBAN DESIGN GUIDELINES



# SECTION **B**

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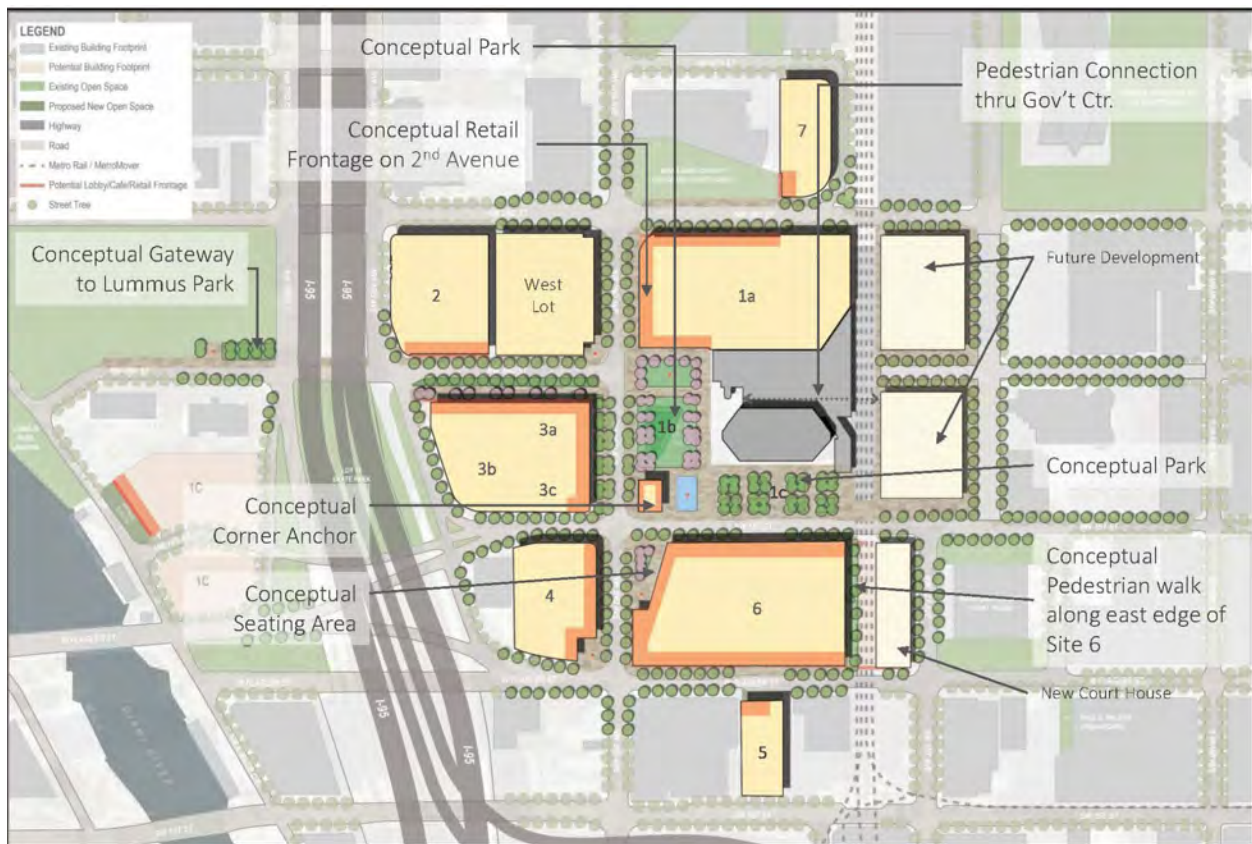
### SECTION B—URBAN DESIGN GUIDELINES

#### B.1 Placemaking and Urban Design Requirement Concepts

Placemaking inspires people to reimagine and reinvent public spaces at the heart of a community. To make the Government Center a more livable and vibrant neighborhood, the Master Developer is encouraged to promote and embrace urban design principles that contribute to the community’s health, happiness, and well-being.

The design and development of the district’s blocks should be guided by the Government Center Development Recommendations from RER addressing the Streets and Public Spaces subsections. The Master Developer is encouraged to be creative in the integrative urban design, incorporating best principles and practices as illustrated herein on Figure B-1 which is intended to be conceptual.

Figure B-1. Concept Master Plan



##### B.1.1 The Public Realm

The sidewalks, open spaces and parks constitute the public-realm components of the redevelopment parcels and are encouraged to be designed in a manner which creates a “world-class” urban place, anchoring the overall Project with signature solutions that are a clear recognition of Miami’s civic and cultural character. The community’s accessibility to these public open spaces is paramount, addressing a wide range

of programmatic needs to serve as a place for people to gather and socialize, exercise their freedom of expression, access daily governmental services, attend special events, engage in physical activity, or for simple personal contemplation. The surrounding streets should accommodate and enhance the pedestrian experience.

Terminating vistas and the creation of distinct focal points for a unique pedestrian experience are encouraged. A range of spatial typologies, such as small intimate spaces and monumental gathering spaces, may contribute to the goals of creating a community. A range of scale can apply the ideals of "civic art" with a creative approach combining function with meaning and beauty and promoting a sense of belonging and pride in the community identity. Figures B-2 and B-3 depict precedent imagery for the type and quality of space-making that creates an interesting and unique experience. Connectors can be used to create physical and visual links throughout the community. These could also offer an opportunity to create a viable and vibrant space full of retail and restaurants, which can be transformed into something new such as series of temporary outdoor exhibits/displays that aim to reinvent the typical street.

**Figure B-2. Precedent Imagery of Connectors**

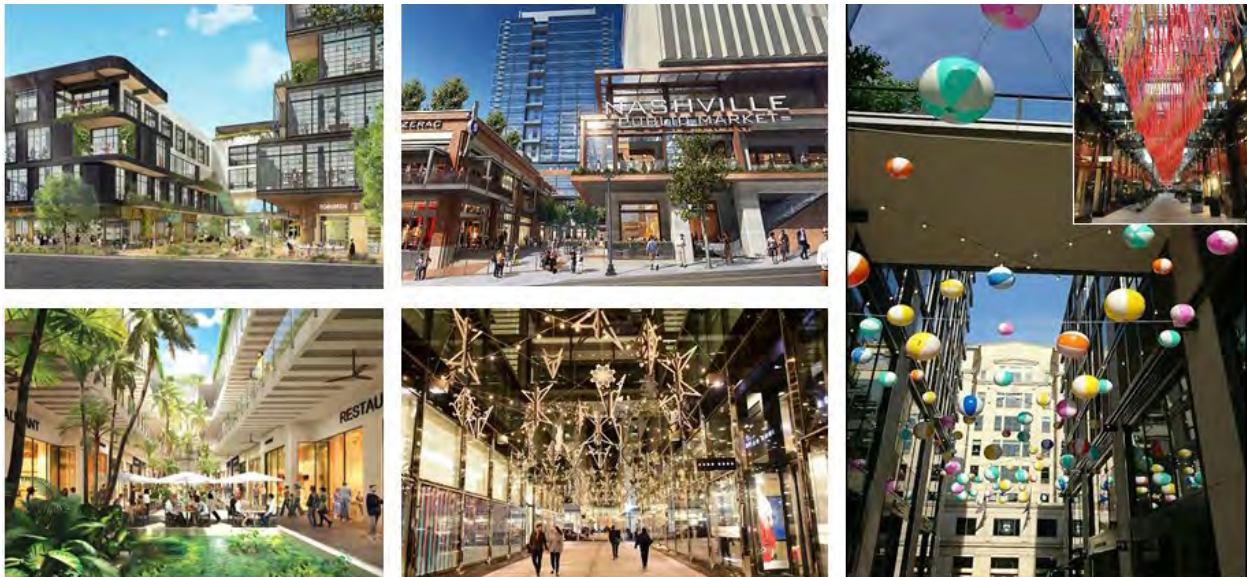


Figure B-3. Precedent Imagery for Retail



Distinctive shopping and dining experiences are encouraged, especially to activate the major avenues and streets. The area has the potential to become a signature neighborhood where an unmatched mix of retail, restaurants, apartments, hotel, office buildings, and common areas blend with one another to create a vibrant urban experience. The area should offer a variety of retail options to satisfy the needs of the community and promote well-being. Design inspiration can be taken from architecture and influence of cities all across the United States, such as Buckhead Plaza Shopping Center in Atlanta, CityCenter in Washington DC, Brickell City Center in Miami, and all throughout the world.

### B.1.2 Landscape Setting

Landscaping, in the broadest meaning, covers all improvements associated with the sidewalks, Park(s) and plaza spaces and should complement the civic and urban context. To achieve successful spatial definition in the public realm, appropriate landscaping is an important element of the streetscape and any open space or Park overall design to promote and even encourage pedestrian activity at multiple scales of public gatherings. The use of landscape can be designed to provide the ability to control urban character. Landscape conditions at the perimeter of blocks should be formalized and orderly to help maintain definition of the street edge. All materials proposed, including hardscape, landscape, and site furnishings, should be suitable and sustainable for this specific environment. The Master Developer should comply additionally with the Miami-Dade County Code of Ordinances for Landscaping, Sections 18A and 18B. Precedent imagery on Figure B-4 depicts type and quality of space-making that the Master Developer should provide at a minimum.

Figure B-4. Precedent Imagery



### B.1.3 Quality Goals

The quality of the designed materials used in achieving the placemaking goals should be selected to meet the programmatic and high-exposure, high-use volumes, and climatic needs of the location. The operational maintenance requirements for these materials should be a key factor, not just the initial costs since the long-term contractual obligations require high standards for functional perpetuity and likely several renovation/replacement cycles through the life cycle of the Project. The Master Developer is encouraged to seek inspiration by considering the world's great civic, parks and plaza sites and their continued focus on maintaining the value their communities demand while evolving to meet new future needs balanced within their recognized historical context.

### B.1.4 Art in Public Places Coordination

The County has an established Art in Public Places (APP) program under the purview of the Department of Cultural Affairs. Specific criteria related to this program are discussed in the following. A list of references to applicable County regulations is also provided later in this section.

One of the installations completed under the APP currently exists on the Government Center Open Space site and should be addressed as part of any redevelopment proposal. Installed in 1990 at the SPCC (111 NW 1st Street, Miami) and one of the most important art works in the County APP collection, the "Dropped Bowl with Scattered Slices and Peels" sculpture by Claes Oldenburg and Coosje van Bruggen is located at the southwest corner of NW 1st Street and SW 2nd Avenue.

The successful respondent should work collaboratively with the Department of Cultural Affairs on the implementation of the APP program in all new public and private development parts pursuant to the requirements, including basic coordination services with APP as part of the General Conditions under the County's Project. The coordination of this program element to the satisfaction of the APP requirements should include the County Project Manager and reviews/approvals by the Art in Public Places Board (APPB).

Reference should be made to the County Procedure Number 358 – Art in Public Places Procedures (refer to Appendix G), which includes provisions such as Artists Selection, Repair and Restoration, Accession and Deaccession of the Artwork, and, in particular, Information for Private Sector Capital Development on Land Owned or Leased by Local Government.

Following are APP Reference Documents:

- ◆ Section 2-11.15 of the County Code (Works of APP)
- ◆ Administrative Order 3-11, APP Program
- ◆ Administrative Order No. 8-2, Care, Control and Disposal of County Property
- ◆ Administrative Order No. 1-3, Gifts to the County
- ◆ <https://miamidadepublicart.org>

Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs.

### B.1.5 References to Miami-Dade County Applicable Regulations

Existing County development, land use, and zoning regulations must be followed. The development plans should use these referenced documents as a minimum requirement. The related references to review are as follows:

- ◆ Miami-Dade County Department of RER
  - Current Comprehensive Development Master Plan (CDMP)
    - Adopted 2030 and 2040 Land Use Plan
    - Adopted Recreation and Open Space Element
  - Ordinance 18-18 Rapid Transit Zone Expansion (adopted July 24, 2018)
  - Subsequent Ordinances 20-9 (adopted January 1, 2020)
  - Final Recommendations PH Z18-154 (November 11, 2018) to Ordinance 18-18 (Streets and Public Spaces subsection)
- ◆ Miami-Dade County current Zoning Code (Chapter 33, Code of Miami-Dade County)
  - Chapter 33C – Rapid Transit System – Development Zone
  - Specifically, Subsection 33C-11 – Government Center Subzone (adopted January 1, 2020)
- ◆ Miami-Dade County Urban Design Manual Volume II – Civic Development (October 2011)
- ◆ Miami-Dade County Department of Cultural Affairs 'Quality Design' Presentation
- ◆ Miami-Dade County Code of Ordinances – Landscaping, Sections 18A and 18B
- ◆ Miami-Dade County Code of Ordinances – Parks and Recreation, Section 25B
- ◆ Miami-Dade County APP (refer also to Appendix G of this document)
  - Section B1.4 of the Miami-Dade County Code (Works of APP)
  - Administrative Order 3-11, APP Program
  - Administrative Order No. 8-2, Care, Control and Disposal of County Property
  - Administrative Order No. 1-3, Gifts to the County

Copies of all County Attorney Opinions related to these procedures are maintained by the Department of Cultural Affairs.



## B.2 Open Spaces and Parks

### B.2.1 Introduction and Objectives

The existing Government Center Open Space lies within the 'Superblock' identified as Parcel 13 in the Government Center Subzone (33C-11), located at 111 NW 1st Street, Miami, Florida, and is bounded on the north by NW 3rd Street, on the south by NW 1st Street, on the east by the SPCC and the Metrorail line, and on the west by NW 2nd Avenue (Refer to Figures A-4 & A-5). It is situated and classified as part of the County RTZ and, specifically, the Government Center Subzone.

The site exhibits unique land use characteristics and could be considered a potential site for the future development of Open Spaces and Park(s).

### B.2.2 Minimum Design Guidelines for Open Spaces and Parks

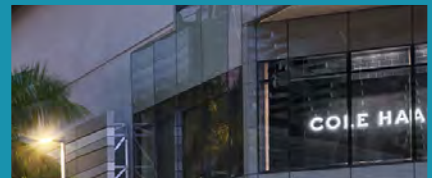
With the intent of providing the design flexibility discussed in Section B.1 and using the design ideas described in Section 2.2 as a guide, there are minimum design guidelines that should be incorporated in the design of Open Spaces and Park(s). It is also important to approach this specific portion of the overall redevelopment Project from a 'horizontal use integration' standpoint, so that the site works in a complimentary and seamless way in combination with the adjacent parcels, buildings, R/W, and structures. The Master Developer should consider the following objectives:

- ◆ **Overall Program** – Establish a design program for the Open Spaces and Parks meeting the needs of the neighborhood and residents, with space allocations, uses, and logical organization to fulfill the public-realm 'world-class' urban public open space ideals, including elements described in the following:
  - Open spaces and Parks should be comprised of a **minimum of 2.5 acres** throughout the development.
  - **Parks should be located proximate to housing and allow for community activation.** Innovation should be used in creating parks for residents, such as playgrounds and dog parks.
  - Consider **flex space** to accommodate loose and informal daily public use and managed entertainment/special events programmed throughout the year.
  - Consider concepts such as a **four-corner retail program or pavilions** anchoring the intersections.
  - Consider a **signature Landmark** establishing a central cultural and landmark feature to anchor the sightlines to and from park and open space uses.
  - Consider **site furnishings** providing an appropriate quantity and quality of furnishing that compliments the new overall redevelopment style and materials.
- ◆ **Focus on the Pedestrian Experience** – This includes consideration of primary orientation toward surrounding buildings, massing and design at the street level, sidewalk widths to accommodate micro-mobility and active pedestrian use, and spaces that can be programmed and activated for the benefit of park users and adjacent residents, workers, and visitors alike.
  - **Consider celebrated pedestrian entrance zones** to Metrorail/Metromover/Brightline platforms, Government Center main public access, pedestrian bridge to Metro-Dade Cultural Center, and to offsite Redevelopment District pedestrian corridors.

- **Consider clear pedestrian crossings transition routes** from the Park(s) tied to surrounding streets, with corner and midblock connections and direct pedestrian and vehicular connections to the adjacent block and street network.
- **Consider enhanced pedestrian crosswalks**, with a specialized design for this subzone with the use of conspicuous materials, texture, and color, providing safe passage from adjoining streets and redevelopment blocks into the Park(s)
- ◆ **Surrounding Streetscape** – Think of the surrounding streets as fitting a “main street” profile with a pedestrian-dominant corridor. Designs should establish a “complete street” and walkable thoroughfare solution.
  - **Vehicles and bicyclists** should be accommodated within the R/W while allowing for connectivity to public transportation routes and bike networks.
- ◆ **Landscaping** – The full open spaces should provide a landscape design in a manner that reduces the heat-island effect of the Project and minimizes the impact on the complete urban environment. Extensive use of large-canopy trees for shade, complimented by a plant materials palette with accent and flowering trees, buffering species, and lower-level shrubs and groundcovers to fully enrich the pedestrian experience are the ideals to incorporate into the landscape design. Additional goals are encouraged such as:
  - Preserve/relocate/recover existing, mature signature palms surrounding the north area of the open space.
  - **Consider a “street tree” perimeter** for the Park(s) balanced to the adjacent, surrounding streets.
  - **Provide a minimum 50 percent shade tree canopy coverage** at maturity; this includes a minimum of 30 trees per net acre of the Park(s).
- ◆ **Lighting** – Plans should include a fully developed safety and creative lighting program for the community, with a variety of fixture types for the various uses programmed.
  - The **lighting fixtures** should consider the latest energy and photometric characteristics available, using materials complimentary to the Park(s) and surrounding street furnishings and fixtures to create a lighting design that is an integral part of the Project and harmonious with existing and proposed redevelopment in the subzone.
  - **Fixtures** which are be adjustable, programmable, and coordinated with the existing outdoor street lighting and signage system are encouraged.
  - The **lighting** should consider and coordinate with the APP installation(s) where a portion of the lighting could be a component of these features.
- ◆ **Signage and Wayfinding** – There should be a signage and wayfinding plan that coordinates with the architecture of civic facilities and Redevelopment District.
- ◆ **Service and Maintenance** – There should be a service and maintenance plan commensurate with the scale of the project.
- ◆ **Security Features** – There should be a security plan commensurate with the needs of the community, including but not limited to residential, parks, civic uses and commercial spaces.

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# PROGRAM COMPONENT REQUIREMENTS



SECTION C

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## SECTION C—PROGRAM COMPONENT REQUIREMENTS

### C.1 Design Requirements

#### C.1.1 Built Environment

It should be the Master Developer's responsibility to acquire and reference the governing regulations that apply to the work. The work should include preparation of all documents necessary to complete the Project as described in the agreement and design guidelines. Governing regulations should also include the requirements of any Authority Having Jurisdiction over any aspect of the work.

#### C.1.2 General Codes and Standards Requirements

Applicable codes, standards and pertinent data to the project include the following:

- ◆ Federal Transit Administration (FTA) requirements for joint development (information related to FTA joint development regulations is available [online](#))
- ◆ Miami-Dade County Code of Ordinances, Government Center Subzone, Section 33C-11
- ◆ DTPW's Compendium of Design Criteria
- ◆ Manual on Uniform Traffic Control Devices (MUTCD)
- ◆ Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction
- ◆ FDOT Specifications for Road and Bridge Construction
- ◆ Florida Building Code (FBC) with Amendments (Building, Existing Building, Mechanical, Plumbing, Energy Conservation, Fuel Gas, and Test Protocols)
- ◆ FBC Accessibility
- ◆ Americans with Disabilities Act (ADA) Standards for Accessibility Design
- ◆ Florida Fire Prevention Code
- ◆ National Electric Code
- ◆ National Fire Protection Association (NFPA) 70: National Electric Code
- ◆ NFPA 101: Life Safety Code
- ◆ NFPA 780: Standard for the Installation of Lightning Protection Systems
- ◆ American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) 90.1
- ◆ Illumination Engineering Society of North America

It will be the responsibility of the Master Developer, during the design process and at time of construction, to ascertain that the latest codes and standards are adopted for permitting.

### C.1.3 Schedule and Phasing Requirements

#### C.1.3.1 Development Schedule

The Project is anticipated over a long-term period of 12 to 15 years. The Master Developer should clearly outline a Project schedule for the district, including design and construction phases. The schedule should clearly demonstrate a phasing strategy for demolition and site preparation, as well as the construction of proposed development. The Master Developer should provide a bar or critical path schedule (the "Schedule") that illustrates sequential and simultaneous events and processes and the number of days/months/years over calendar period(s) of the overall development. The schedule should start with the submittal of a proposal and end with the occupancy of buildings or public realm. Schedule-time assumptions for obtaining government approvals should also be included.

#### C.1.3.2 Phasing

The list of Miami-Dade program elements listed in Section A.2 and delineated in Section C.1.4 of this document should be considered in the overall development strategy. All existing facilities that have been identified for replacement as part of the required Master Developer Program in Section C.1.4 should be accounted for and operational prior to the decommissioning and demolition of existing facilities. Prior to demolition, the Master Developer should account for a replacement facility for each County use that will be redeveloped and should minimize the relocations required for County uses that will be retained on the Development Site.

The Master Developer should coordinate and assist in the relocation of the existing County government functions to their new locations and should be responsible for the cost associated with these relocations.

### C.1.4 Build Programs and Recommendations

The Master Developer should appropriately plan for the successful development and adaptation of the site for maximum market acceptance and financial feasibility. The following include general recommendations for each of the county program components.

#### C.1.4.1 General Building Recommendations

While the Miami-Dade County Code of Ordinances, Government Center Subzone, Section 33C-11 (Appendix C) provides guidance on zoning requirements, the Master Developer should also follow the RER Government Center Development Recommendations where applicable and relevant, included in Appendix E of this document, which establish additional guidelines for new development. The RER Government Center Development Recommendations establish a few critical building massing and components guidelines, including but not limited to the following:

- ◆ There is no specific restriction of the mass of a structure, the standard for large buildings is that of a tower over a pedestal, with the pedestal comprising the first floor and floors immediately above. The upper floors, the tower portion, have a smaller floor area than that of the pedestal. While some buildings may be considered entirely a pedestal, having little variation in the footprint of the upper floors in relation to the lower, the standards are based on the assumption of a tower/pedestal format. Street-facing walls of the pedestal must align with the centerline of the street along primary and secondary frontages. There are no minimum setbacks, however, there are restrictions pertaining to primary and secondary frontages, which are specific to each site and will be further defined through the development process.

- ◆ Building entry points should be obvious and accentuated through architectural expression, such as a recessed entry plaza, double-height space, overhead projections, or corner placement.
- ◆ Ground floors along the primary frontage should contain active uses, such as retail, hotel, restaurant, or interactive office space.
- ◆ Ground-level materials must be suitable for high-traffic locations, highly durable with low maintenance requirements.
- ◆ Street-facing walls should be mostly glazed, with placement of doors and windows planned to provide for clear sightlines as well as ease of use. There should be no large, plain walls at ground level, and “punched openings” (numerous, unconnected windows or doors) should be avoided.
- ◆ Loading, parking, and service areas are not to be placed along the primary frontage or in any active-use areas and should be screened from the street with partitions complementary to the associated building.

Refer to Appendix E for additional details regarding RER Government Center Development Recommendations.

### C.1.4.2 General Program Recommendations

- In addition to new retail, commercial spaces, market-rate residential, hotels, and private and public vehicular parking, the Master Developer will be required to provide specific public improvements required by the County for its benefit (public) and/or the benefit of its stakeholders, as summarized in Sections C.1.4.3 through C.1.4.12. The Master Developer should be responsible to meet with the applicable County Departments that have building components to further define the programs prior to and during the master planning and design phases of the Project to ensure compliance with the minimum independent stakeholder requirements included herein. Certain of the space goals for the separate County Departments overlap each other. To the extent possible, the development should seek to integrate and co-locate these complementary uses between the different facilities and Park spaces. Outdoor programmatic space featuring infrastructure for different programs could also operate as a center for civic engagement for the community, while serving the programmatic needs of County specific components such as the Downtown Main Library and HistoryMiami Museum.

### C.1.4.3 Miami-Dade County Department of Transportation and Public Works Downtown Intermodal Terminal

The DTPW Downtown Intermodal Terminal is further defined by DTPW in Appendix H. Certain information from that document is extracted or further described below. To the extent there are any discrepancies between this section and Appendix H, the information in Appendix H shall take precedence.

#### C.1.4.3.1 Function

Ever-expanding demand for public transit creates the need for a new downtown bus terminal in the development area. This terminal will provide access to the downtown area and serve as a hub for linking to additional transit routes and other modes of transportation. In addition, this will be an urban facility that has the ability to revitalize the urban environment as a civic destination.

#### C.1.4.3.2 Location

The area north of the SPCC building (Site 1a), with approximately 3.1 acres of land, with a direct link to the SPCC and providing opportunities for safe pedestrian connections to Brightline, Metrorail and Metromover may be an ideal location for the new transit terminal. Nevertheless, the Master Developer should evaluate



all available sites and may propose any other sites in the development that will best suit the terminal based on highest/best use and applicable requirements.

### C.1.4.3.3 Program

The layout should provide for a minimum total of 24 articulated bus bays (including bus parking). In addition, segregated pedestrian and bus circulation spaces, customer service, restrooms, security, and support functions should be accommodated within the terminal. The site will include bicycle parking and bicycle commuter station amenities including storage.

### C.1.4.3.4 Design Criteria

The transit terminal should allow for pedestrian walkways to nearby Metrorail and Metromover stations. Additional pedestrian paths should be provided to other services and facilities in the vicinity, with a direct link to the Stephen P. Clark Center. Washington DC's [Union Station Bus Terminal](#), Denver's [Union Station Bus Concourse](#), and the [Salesforce Transit Center](#) located in San Francisco are all great examples of similar projects. Frontage along NW 2nd Avenue and NW 3rd Street should provide space for active uses as described in Section C.1.4.1 (General Building Requirements), prescribing to requirements for the RTZ zoning area. Loading and service areas should be screened from the street. The Master Developer should comply with the design requirements of Appendix H, DTPW Downtown Intermodal Terminal Design Narrative.

## C.1.4.4 Affordable Housing

It is the County's goal to have the Master Developer bring mixed-use and mixed-income housing development in order to address some of our community's most critical challenges today such as housing security. This residential component should include a marketable mix of studio, one-, two-, and three-bedroom units. The Master Developer should allocate the higher of 2000 units or 35 percent of the total housing toward workforce/affordable housing and is encouraged to find ways to increase this number to whatever the market will bear. At least 10 percent of all units shall be reserved for households with incomes less than 80 percent of the then-current Area Median Income (AMI) as established by the United States Department of Housing and Urban Development (HUD), to fulfill the "affordable" requirements and at least 25 percent to those households with incomes up to 140 percent of the same AMI benchmark. Further, the unit mix of the affordable housing units shall be provided at a ratio consistent with the ratio used in the market rate units.

The Master Developer should provide the following:

- ◆ Build and properly maintain quality, affordable workforce and market-rate units.
- ◆ Plan for the inclusion of affordable and workforce housing within buildings and/or site areas delegated for market rate units
- ◆ Provide the type of Project and units that best suit the needs of the neighborhood and County.
- ◆ Provide for a distinctive design for the building and site in consultation with the County and take into consideration the Placemaking and Urban Design Requirements that are within this document.
- ◆ Work closely with all agencies that are involved in various approval processes for this Project.
- ◆ Work closely with permitting agencies and document the permitting and inspection process to include progress reports and recommendations on improving and expediting the process.
- ◆ Obtain all certifications, inclusive but not limited to the Certification of Occupancy.

The housing development should provide a creative, viable solution to the critical affordable housing challenge by identifying real cost savings (not shortcuts) in the construction and delivery of residential units, which can be passed on to residents. The design of the Project should include Crime Prevention Through Environmental Design strategies, in addition to meeting with police and others who can provide beneficial input for additional crime prevention initiatives.

The selected Master Developer should present a plan for quality residential, building, and site features that provide for energy efficiency, security, and modern daily living features such as tile or marble flooring, washers and dryers, and window coverings. To the extent possible and feasible, the design should seek to integrate the amenities for the housing with other amenities in the development, all of which can be further refined.

The Master Developer should coordinate with stakeholders including PHCD to facilitate the models or programs for financing, however to the extent that the availability of tax credits or other specialized financing may not be a basis for the promise of delivery of the affordable housing or any other component of this Project.

In accordance with Resolution No. R-617-18, the selected Master Developer should provide and put into place a written natural disaster plan that addresses activities required before, during and after a natural disaster. Such natural disaster plan should be approved by the County Mayor or the County Mayor's designee for the Project and should be updated annually, be made available to the residents and first responders. The written natural disaster plan should include at a minimum the provisions indicated below:

- ◆ An evacuation plan for all residents of the housing development
- ◆ Steps to be taken to identify all residents who evacuate from or choose to remain in the housing development before and after a natural disaster
- ◆ A communication plan between the Developer, borrower or grantee, and their personnel before, during and after a natural disaster
- ◆ Any other requirements that the County Mayor or the County Mayor's designee, at their sole discretion, determines to be necessary for inclusion in the natural disaster plan

The affordable housing program should allow for independent, third-party oversight and bi-annual audits.

### C.1.4.5 Downtown Main Library

#### C.1.4.5.1 Function

The new Downtown Main Library will serve as the central hub for the Miami-Dade Public Library System, which serves the public via 50 branches throughout the county. The Downtown Main Library houses large collections of books, historic and archival materials, special collections, and the Permanent Art Collection. The Downtown Main Library also provides numerous technological services and capabilities to users, public event space, and valuable APP installations.

#### C.1.4.5.2 Location

The location of the new library is not predetermined. It is incumbent upon the Master Developer to propose the best site for the library to enhance the neighborhood and comply with the requirements of Appendix I, Future Downtown Main Library – General Program Plan and Information Technology Guidance.

### C.1.4.5.3 Program

In addition to collection space through which users can browse for books and materials of various formats, the library will contain:

- ◆ A business center with publicly available computers
- ◆ A 300-seat theater
- ◆ A multipurpose event space
- ◆ Art gallery exhibition and storage space
- ◆ Back-of-house, work, employee, and support areas
- ◆ A separate area for children and teens
- ◆ Several work areas dedicated to different tasks, such as digitization, microfilm, and genealogy

Additional programming details are provided in Appendix I, Future Downtown Main Library – General Program Plan and Information Technology Guidance.

### C.1.4.5.4 Design Criteria

The new library will require approximately 230,000 gross square feet to comfortably accommodate the many services and amenities to be located therein. The library should be highly visible and should, therefore, invoke a sense of welcoming, with clear access and evident connections to its surroundings downtown. The building should be energy-efficient and provide a safe atmosphere with clear sightlines, inviting circulation, and abundant natural light. Light and humidity control should be provided in several spaces for art collection storage, exhibit space, and archival storage, while low light and low humidity will be required in the digitization lab and workspace and all conservation areas, including special collections, microfilm, and genealogy workspaces. The art gallery exhibit space is expected to meet museum quality standards, with various floor and wall systems for exhibitions and modular walls for flexibility. The children's area should convey a fun, interactive atmosphere, with flexibility for various programming. Within the children's area, the separate, sensory-friendly space will require an independent lighting system. The Developer should comply with the design requirements outlined in Appendix I, Future Downtown Main Library – General Program Plan and Information Technology Guidance.

## C.1.4.6 HistoryMiami Museum

### C.1.4.6.1 Function

HistoryMiami Museum plays a vital role in educating the community about Miami's past, present, and future. As a Smithsonian Affiliate, the museum brings world-class exhibitions and programming to South Florida and provides a valuable resource for residents and visitors alike. The collections include over 37,000 artifacts supplemented by rotating exhibits to further enrich the visitor experience.

### C.1.4.6.2 Location

The location of the new HistoryMiami Museum is not predetermined; however, it should be located near the Downtown Main Library, such that a Cultural Arts Campus is created where programs and activities can interact with each other. A common outdoor space may help integrate the two program components, creating a hub for civic engagement. It is incumbent upon the Master Developer to propose the best site for the museum to enhance the neighborhood and comply with the given requirements.

### C.1.4.6.3 Program

The museum requires approximately 100,000 net square feet, with exhibition space for permanent installations as well as galleries for temporary exhibits. Further public spaces will include classrooms, reading rooms, and an event space for up to 300 persons, with a kitchen area (which may be optimal to co-locate with other civic uses). A museum store could further enhance the museum experience. These will be supplemented by space for collections and archives, exhibition preparation and fabrication, offices, employee support areas for a staff of 45 to 50, receiving, and additional storage. Additional space will be required for restrooms, circulation, and utility spaces. The following table provides the estimated space needs for HistoryMiami:

**Table C-1. HistoryMiami Estimated Space Needs**

Program	Net Square Feet	Remarks
Exhibition Spaces		
Permanent exhibition	12,000	
Semi-permanent gallery	5,000	
Temporary gallery	8,000	
Whitman gallery	1,000	
Lobby	3,000	
Education classrooms	2,000	50-person capacity
Collections	36,000	
Archives and Reading room	8,000	
Event space	5,000	300-person capacity
Exhibition prep/fabrication	4,000	
Storage	5,000	Exhibition, education, special event, marketing, supplies
Staff offices and lounge	8,000	45 to 50 staff
Receiving area	1,000	
Museum store	2,000	
Estimated total net square feet	100,000	
Outdoor programming/event space	10,000	

The Master Developer is encouraged to design a plan that co-locates civic and public uses, such as the spaces above, which could be shared between facilities and programs.

### C.1.4.6.4 Design Criteria

Due to the specialized nature of the museum, it is preferred that a design firm with significant museum experience be engaged to lead the planning and design efforts. This firm should participate in the design of the building and interior spaces and be involved during the development master planning phase. Additionally, community input is encouraged to ensure that the museum fulfills the needs of the community as expected.

- ◆ Site Design Requirements:
  - Adequate buffer between the museum and the Downtown Intermodal Facility.
  - Oriented to be public-facing and integrative with either Park or other ground floor activities.
  - Clearly visible to the public, with clear sightlines to the museum entrance.
  - Street-level entrance.
  - Access to parking and convenient public transit options.
  - Plan for visitor and school bus drop-off area(s).
  - Loading dock capable of accommodating semi-trailers.
- ◆ Building Design Requirements (However Considerate of Co-Location Opportunities):
  - Signature design to elevate the institution's presence
  - Leadership in Energy and Environmental Design (LEED)-certified building
  - Office space for 45 to 50 employees
  - Dedicated, climate-controlled spaces for collections
  - Dedicated space for researchers to consult the collection
  - Workshop for the fabrication of exhibitions
  - Freight elevator(s) independent of the elevator(s) used by visitors and located near the collections, workshop, and galleries
  - Visitor elevator(s) to be centrally located
  - Gallery ceiling heights of 15 feet, at a minimum
  - Storage for exhibition materials
  - Flexible classroom space with storage for 50 people and a sink
  - Flexible space for adult audiences/visitors and varied museum-wide programs (accommodating 30 to 50 people)
  - Flexible event space with a capacity of at least 300 persons, with a coat/bag check and storage for audio-visual (AV) equipment and event supplies nearby
  - Ground-floor storage for education supplies
  - Museum store
  - Adequate distribution of gender-neutral bathrooms with changing tables

### C.1.4.7 County Commission Chambers and Associated Offices

#### C.1.4.7.1 Function

The new County Commission Chambers are intended to replace the existing chambers at the SPCC. The program requires multiple support spaces in addition to the chambers, including offices for each commissioner, auxiliary staff offices, related work areas, conference rooms, and support spaces including press, media and security.

#### C.1.4.7.2 Location

The new County Commission Chambers should be located in close proximity to the SPCC. It is incumbent upon the Master Developer to propose the best site for the facility, in coordination with given requirements.

#### C.1.4.7.3 Program

The new County Commission Chambers and Associated Offices require approximately 50,000 gross square feet. Within that, the chambers should include public seating for at least 300 people (number of seats to be confirmed), with a raised dais area for commissioners (13), Mayor, Deputy Mayor, County Attorney, Assistant County Attorney, Clerk of the Board and County Staff. The chambers will also need provisions for:

- ◆ A speaker's area
- ◆ AV presentations
- ◆ Broadcast capabilities
- ◆ Internal speakers
- ◆ ADA-complaint hearing-assist system
- ◆ Private restrooms
- ◆ A green room for officials
- ◆ Public restrooms close by

Offices for the commissioners and their staffs should be provided, along with additional support spaces (offices for related departments, conference rooms, break rooms, restrooms, utility areas, and so forth). Dedicated parking for the press and security including police should also be provided. The Table C-2 provides the estimated square footage needs for programmatic areas of the new Miami-Dade County Commission Chambers and Associated Offices.

**Table C-2. County Commission Chambers Estimated Space Needs**

Program	Net Square Feet	Remarks
Lobby	500	
County Commission Chambers	7,350	Private entry for commissioners
Public seating		300 seats, including accessible seating, ADA-compliant hearing-assist system (number of seats to be confirmed)
Speaking/presentation area		
Media (AV) room		Projector(s), screen(s), broadcasting equipment
Media Storage		
Dedicated electrical/ telecommunications		
Copy/printer room		

# PROGRAM COMPONENT REQUIREMENTS

## SECTION C

**Table C-2. County Commission Chambers Estimated Space Needs**

Program	Net Square Feet	Remarks
Commissioner kitchenette		
Commissioner restroom		
Commissioner green room		
Commission Dais		17 seats, raised floor
Staff/clerk seating		26 staff
County Commission Offices	16,430	
Reception		One per floor with waiting area
Commissioner Chair		One private office with private restroom
Commissioner Chair Support Offices		
Commission Chair Cubicles		
Commission Chair Storage		
Commissioner Offices		12 private offices
Commissioner Support Offices		
Sergeant-at-Arms Storage		
Restrooms		
Workstations/Cubicles		
Workrooms		
Press Office		
Conference Rooms		
Break Rooms		One per floor
Office of Community Advocacy	2,000	
Workstations/Cubicles		
Conference Room		
Private Offices		
Intergovernmental Suite	1,100	
Workstations/Cubicles		
Storage		
Private Offices		
Command Suite	3,600	
Workstations/Cubicles		
Private Offices		
Other (circulation, utility support, unassigned/future growth)	12,500	
Public Restrooms		
Mail/Receiving		
Janitor		
Electrical		
Telecom		
Mechanical		

**Table C-2. County Commission Chambers Estimated Space Needs**

Program	Net Square Feet	Remarks
Storage		
Estimated total net square feet	43,480	

### C.1.4.7.4 Design Criteria

Security provisions, including access control, monitoring, and clear sightlines in the chambers should be provided. Adjustable lighting is required to accommodate a variety of presentation media and techniques. Office and support spaces should convey a professional atmosphere where the public will feel welcomed. The facility should have clearly defined access points and convenient transitions to pedestrian thoroughfares and public transportation to encourage community involvement.

### C.1.4.8 Juvenile Services Department

#### C.1.4.8.1 Function

The new Juvenile Services Department (JSD) space will replace the existing facility (relocating from the Hickman Building at Site 2). The facility provides services to at-risk juveniles, juveniles in contact with or in the custody of the judicial system, and their families. It serves as a clearing center as well as a counseling and intervention center.

#### C.1.4.8.2 Location

The new Juvenile Services Department space would likely be best situated at Site 7, which is a 1.0-acre parcel adjacent to the Children’s Courthouse. Placement at this location would require relocation of existing, secured judge and court staff parking. If it is determined that this is not a suitable location, the Master Developer should qualify the determining issues and propose a site, with documentation demonstrating the feasibility and compliance with the given requirements.

#### C.1.4.8.3 Program

The new Juvenile Services Department requires spaces totaling approximately 35,000 square feet (refer to Appendix J). The facility will require an intake area with a dedicated entrance separate from the public entrance, registration area, holding rooms, interview rooms, and search rooms in a secured area. A secure, privacy-screened sally-port should be provided in accordance with *Florida Model Jail Standards* (Appendix K). The secure area will also have dedicated restrooms, offices, assessment areas, interview rooms, multipurpose room, copy room and storage. A separate space should be provided for the parent waiting area, with counseling rooms for the families and a resource area where parents can gather additional information on resources that are available to them. It is important that a state attorney office and associated support area be provided on the first floor to facilitate the interaction with the police officers and state attorney. It would be advantageous to provide a secured courtyard/garden area with seating accommodations, which could be served as a calming and peaceful area for staff and parents. In the administration area, the Juvenile Services Department will house the truancy center, filing room, conference rooms, offices, break room, large training room with movable partition, and other employee support areas. Outdoor lunch/seating areas should be provided for staff.



### C.1.4.8.4 Design Criteria

Intake and intake support functions should be on the ground floor of the facility, with non-secure support assessment and counseling areas and administrative functions on the upper levels. Secure areas have specific requirements addressing the safety of detainees and staff. Consideration should also be given to the environment in terms of how it affects the mental health of the occupants. Assessment and counseling areas should convey a sense of safety and comfort, with access to natural light to the extent possible. It is expected that the JSD will need dedicated parking spaces.

For additional information and programmatic requirements refer to Appendix J, Future Juvenile Services Department – General Program Plan and Information Technology Guidance, and Appendix K, Florida Model Jail Standards.

### C.1.4.9 Miami-Dade County Parks, Recreation, and Open Spaces

The PROS Department builds, operates, manages, and maintains the third-largest county park system in the United States, consisting of more than 280 parks and more than 40,000 acres of parks and natural areas comprised of active and passive parklands and nature preserves. It is one of the most diverse park and recreation systems in the world, focusing on placemaking, health and fitness, and conservation and stewardship. Centrally located in downtown Miami, the PROS Administrative offices serve as its headquarters. Replacing the current PROS headquarters and building a new Recreation Center as part of the MetroCenter redevelopment Project will provide the opportunity to continue to deliver world-class parks and public spaces that seamlessly weave into the fabric of the community with services that are accessible, engaging, active, and diverse.

#### C.1.4.9.1 Headquarters Offices

##### *Function*

The PROS Headquarters Offices provide management of the County's numerous parks, recreation areas, and open spaces, with the goal of enhancing the community's quality of life.

##### *Location*

The location of the PROS offices is not predetermined. It is incumbent upon the Master Developer to propose the best site for PROS in conjunction with the given requirements.

##### *Program*

The new PROS Headquarters Offices will comprise approximately 60,000 square feet of office space and a Reception Lobby of approximately 6,400 square feet. It should be designed to be welcoming and universally inclusive, with conservation, health and fitness, and placemaking at the forefront of the design. The headquarters will need to house the following:

- ◆ Office Headquarters
  - More than 100 office spaces at the core of the plan
  - Office area should connect to the Recreation Center
  - Workstation areas with modular spaces
  - Office of the Director
  - Planning, Design, and Construction Excellence
  - Performance Excellence
  - Business Support

- Park Stewardship Operations Senior Management
  - Support Staff
  - Break Room
  - Presentation and Meeting Area
  - Training Area
  - Nursing Station
  - Prayer/Meditation Area
  - Equipment Storage
  - Information Technology (IT) Closets
  - Archival document storage
  - Materials library
  - Conference rooms on each level, with spaces for functions such as printing, filing, and IT services
  - Restrooms, shower/locker rooms
- ◆ Reception Lobby
- Welcoming area with reception desk
  - Waiting area
  - Access to flexible meeting room
  - Multifunctional and flexible spaces
  - Permanent conservation exhibit
  - Interactive technology displays

### *Design Criteria*

The concept of an interactive lobby is requested for the PROS offices, with a variety of displays accessible to visitors to serve as educational tools and to reinforce the connections between the community and the County's outdoor amenities. Staff is not able to work remotely and may work in two shifts, so the design should reflect a comfortable working environment to accommodate a variety of work styles and schedules. The headquarters should also include natural light-filled open areas that blend indoor and outdoor spaces while being functional and safe.

For additional information refer to Appendix L, Future Downtown Parks, Recreation and Open Spaces Department Headquarters and Recreation Center General Program Plan and Guidance.

### **C.1.4.9.2 Recreation and Wellness Center**

#### *Function*

The Recreation Center will serve as a revenue-driven wellness center that provides unique and diverse programming and amenities for community members of all ages and abilities. The Master Developer is encouraged to identify potential co-location or sharing of spaces and programming with the other civic uses herein.

#### *Location*

The PROS Recreation and Wellness Center should be located within a 5-minute walking distance of the PROS headquarters, if possible, and near open spaces, but the location is not fixed. It is incumbent upon the Master Developer to propose the best site for the center.

#### *Program*

The PROS Recreation and Wellness Center should comprise approximately 45,000 square feet with the following preferred program elements:

- ◆ Members-only entrance with access control
- ◆ Fitness and Exercise Rooms
  - Weight training areas
  - Cardio areas
  - Multipurpose studios for group fitness
- ◆ Locker Rooms
  - Separate facilities for men, women, and families
  - Lockers
  - Showers
  - Changing areas
  - Restrooms
  - Storage
- ◆ Community Rooms (150 Seating Capacity), however encouraging co-location with other civic uses.
  - Adaptable
  - Storage Areas
  - Food warming/washing areas
- ◆ Multipurpose Rooms
- ◆ Rock-climbing Wall
- ◆ Childcare Room
  - Fun, flexible, and interactive
  - Booths
  - Tables for tutoring
  - Games
  - Collaborative activities
  - Control desk with access control
  - Single unisex restroom
  - Sensory-friendly space
  - Independent lighting
- ◆ Bicycle Storage Facility
  - Revenue-generating
  - Ground-level access
  - Secure locker/stall facilities
  - Bicycle repair station
- ◆ Gymnasium
  - Innovative technologies to adapt court striping
  - Walking and running track
  - Six retractable goals
  - Adaptive scoreboards
- ◆ Media-technology center
  - Flexible spaces for individual and groups activities
  - Technology-related activities
  - Smart boards

- ◆ Operational Support and Administrative Offices
- ◆ Conference Room
- ◆ Storage Areas

### *Design Criteria*

The Recreation Center should be designed to be welcoming and universally inclusive, with conservation, health, fitness and placemaking at the forefront of the design. The center should build on and leverage community-focused recreational, conservational, technological, and learning-based activities and events that serve as an innovative model in the delivery of park and recreation services to the public. The center is envisioned as a key support for individual and community wellness and conservation awareness. The center should seek to integrate with the public library. It should be designed in a manner that can continue to customize and adapt to the behaviors and use patterns of individuals by using the latest smart technologies. The design should be fully immersive and leverage the use of emerging material technologies. Examples include:

- ◆ LED-lit gymnasium floors that can quickly switch striping between court uses and sport types
- ◆ Interactive digital displays
- ◆ Rooftop recreation areas
- ◆ Multifunctional spaces that consider the design of acoustics, lighting, and finishes for varied programs.

For additional information refer to Appendix L, Future Downtown Parks, Recreation and Open Spaces Department Headquarters and Recreation Center General Program Plan and Guidance.

### **C.1.4.10 Education**

The Master Developer should be responsible for providing education program components within the proposed development based on current and future needs. The Master Developer should be responsible for providing an accredited childcare center as well as K-12 schools within the development.

#### **C.1.4.10.1 Childcare**

The current childcare center (The Carol Glassman Donaldson Center) located within Site 1a is an Apple-Accredited Childcare Center currently operated by the YWCA. The YWCA has operated the center since February 1, 1992. The center is licensed by the Florida Department of Children and Families to serve up to 122 children in 6 classrooms. In August 2019, 24 Early Head Start slots were funded to serve children and families from at-risk backgrounds through Miami-Dade County's Early Head Start Expansion and Childcare Partnership Grant. It is the intent of this development to provide for a childcare center to serve the current and future demand; however, the Master Developer should be responsible for studying the demand and determine what is best suited to serve the community. The Master Developer should at a minimum propose the relocation of the existing childcare center and address the current and future demand.

#### **C.1.4.10.2 K-12 Education**

There is a high demand from the current K-12 student population in the area due to the growth and addition of residential units within this area. The Master Developer should prepare appropriate research, including collaboration with the Downtown Development Authority (DDA) to determine current unmet student demand and the new student requirements (based on residential units provided) by grade levels. The number of students that can be accommodated within the development should be confirmed to alleviate any future unmet needs. The Master Developer should provide educational options for K-12 needs based on this school demand assessment. The Master Developer is expected to coordinate potential school types,

such as magnet schools, with MDCPS for this development. The Master Developer can also team with charter schools to assess the needs. Potential partnerships with the Master Developer are encouraged. While generating the educational program, the following items should be incorporated:

- ◆ Walking distance to public transit
- ◆ Outdoor, recreational space, potentially integrated with other uses including the Parks
- ◆ Integration to neighborhood schools
- ◆ Synergy/green space and open spaces shared with civic and open space uses
- ◆ Extended hours for working parents within the development

### C.1.4.11 County-owned Parking Distribution

The County has done an assessment of parking needs and replacement quantities that will support the day-to-day use and activity in and around the Government Center. County-owned parking should be repositioned on-site. The Master Developer should incorporate a parking replacement strategy for facilities demolished during the development of the district. The replacement parking must be available for the County prior to removal of existing facilities and should incorporate cutting-edge creativity and technology to support the facility. The Master Developer should comply with the current County Ordinance 19-17 regarding providing electric vehicle (EV) charging stations. The Development should take into consideration the County's desire to control and operate the parking quantity in perpetuity as outlined in Table C-3. The County is requesting a total of 2,000 spaces for public use which will include the 1,682 replacement spaces shown below plus 318 additional spaces for growth. Certain of these spaces will be allocated for daily police use.

**Table C-3. Parking Replacement Requirement**

Garage	Block	Number of Spaces
Hickman/G5 Garage	2A	1,059
Miami-Dade Cultural Garage	3A	623
Total Spaces	N/A	1,682

### C.1.4.12 Fleet Parking, Fueling, and Maintenance

Fleet parking, fueling, and maintenance should be repositioned on-site or relocated in the immediate market area, located 5-10 minutes within safe walking distance from the respective county components that it serves.

#### C.1.4.12.1 Fleet Parking

The County requires 132 covered parking spaces with the standard 9-foot by 18-foot size and a minimum clearance height of 8 feet, 6 inches. Of these 132 spaces, a minimum of 50 would need electric infrastructure in place to support a Level II EV charging station, including network access.

#### C.1.4.12.2 Fueling

A new fueling site will need to replace the existing fueling site and accommodate 40,000 gallons of unleaded fuel capacity, supporting four dispensers and eight hoses. The location would need to have adequate space to allow tanker truck access. Access is dependent on the angle of entry and road/pathway width.

The site will need to be secured from the general public during off hours, preferably gated to discourage unauthorized access 24/7. The facility will need to be equipped for future EV charging station installations. There should be infrastructure in place such as conduits for electric and network communications and an adaptable/expandable power grid.

### C.1.4.12.3 Maintenance

A new 4,000 square foot vehicle maintenance building should be provided. The new facility should include an office, garage/work area, storage, breakroom, and bathrooms. The facility should have four fleet vehicle maintenance bays (12 feet wide by 20 feet long) with 15,000 square feet of open parking area/fuel island plus the covered spaces.

## C.1.5 Requirements from Utility Departments

The Master Developer will be responsible for obtaining all property and utility surveys as part of the development due diligence. In addition, the Master Developer will be responsible for coordination with the utility companies, including but not limited to Miami-Dade Water and Sewer Department, Florida Power and Light, and any other required utility companies to determine the water, sewer, and power demands required to support the development and to seek final operating agreements with those utility companies.

As it pertains to water and sewer, a preliminary infrastructure capacity analysis was prepared by the Miami-Dade County Water and Sewer Department (WASD) based on a hypothetical mix of units and spaces. Refer to Appendix M for information regarding this preliminary analysis. The Master Developer will be responsible for verifying the information provided and preparing its own demand analysis for the development. All Construction connection charges should be determined once the Master Developer enters into an agreement for water and sewer service, provided WASD is able to offer those services at the time of the Master Developer's request. Information concerning the estimated cost of facilities must be obtained from a consulting engineer. All costs of engineering and construction will be the responsibility of the Master Developer. Any required easements from the utility departments should be coordinated with Miami-Dade County.

## C.1.6 Geotechnical Report

The Master Developer will be responsible for performing geotechnical testing and soil borings for each site. The Master Developer should retain a Geotechnical Engineer experienced and licensed in the State of Florida for engineering of the imposed loads of the proposed building structure. The licensed engineer should prepare a thorough, final report with recommendations for the type and capacity of the Project foundations, allowable soil bearing capacities, and compaction requirements to provide to the County.

## C.2 Sensitive Security Reference Documents

Sensitive Security Reference Documents should be provided upon request. The Master Developer will need to coordinate with the Facilities and Infrastructure Management Division Internal Services department and Miami-Dade Police Department and comply with Miami-Dade County requirements to obtain any desired documents.

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# RESILIENCE & SUSTAINABILITY STANDARDS



SECTION **D**



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### SECTION D—RESILIENCE AND SUSTAINABILITY STANDARDS

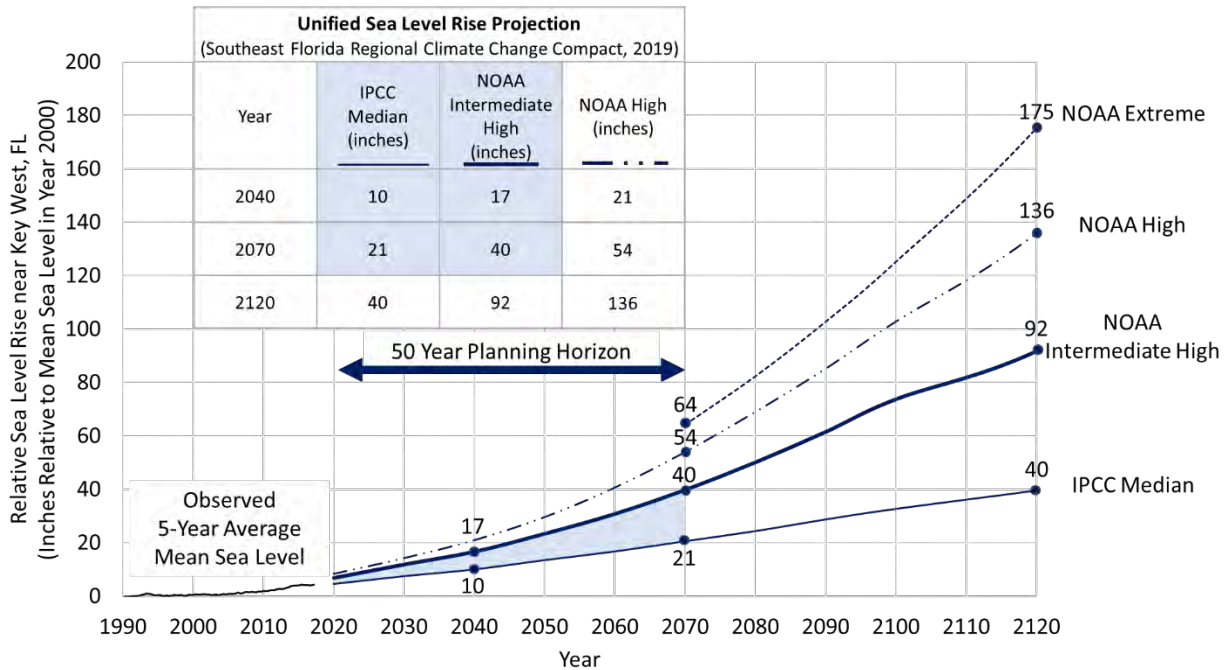
#### D.1 Miami-Dade County Sustainability and Resilience Requirements

Sustainability is meeting our own current needs without compromising the ability of future generations to meet their own needs. It includes natural, social, and economic resources. Resilience is the capacity individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of shocks and stresses they experience. Sustainability is how humans impact the environment; it starts with a functioning system. And resilience is how the environment impacts us. It starts with disruption. Miami-Dade County has a long and rich history in sustainability and resilience leadership, evident in legislation, plans and projects. For reference, see Appendix N, Miami-Dade County Office of Resilience - Downtown Government Center Redevelopment Project - Resilience and Sustainability Requirements and Recommendations, for a list of resilience and sustainability standards prepared by the Office of Resilience in coordination with Jacobs.

##### D.1.1 Sea Level Rise Consideration

Pursuant to Miami-Dade County sea level rise (SLR) requirements in R-451-14, Ordinance 14-79, and CDMP Policy LU-13E, it is the policy of Miami-Dade County that all infrastructure projects, including but not limited to building elevation projects, installation of mechanical and electrical systems, infrastructure modifications, and infrastructure renovations, should consider SLR projections and potential impacts as best estimated at the time of the Project.

Figure D-1. Sea Level Rise Projection



The regionally consistent unified SLR projections (shown on Figure D-1) should be used for guidance during all Project phases, including but not limited to planning, design, and construction to ensure that infrastructure projects will function properly for 50 years or the design life of the Project, whichever is greater.

Projections should be considered not only for base flood elevation + freeboard, but also include design elevation standards for any critical equipment.

### D.1.2 Sustainable (Green) Building Ordinance

Pursuant to the County's Sustainable Buildings Program (Sections 9-71 through 9-75 of the Code, 07-65, R-1200-05, R-617-17, and Implementing Order IO 8-8), all County-funded, leased, or operated building projects must pursue LEED Silver.

All County-funded, leased, or operated infrastructure projects must pursue LEED Silver (for vertical components) and/or Envision Silver (for infrastructure components). An acceptable substitute standard may be pursued with approval from the Miami-Dade County Office of Resilience. Projects are only required to pursue one standard.

### D.1.3 Cool Roof

Miami-Dade County Resolution R-1103-10 and Resolution R-54-18 require a high-reflective roof, a roof made of highly reflective and emissive materials that remain significantly cooler than traditional materials during peak summer weather certified by the U.S. Environmental Protection Agency Energy Star Cool Roof Rating Council. With respect to commercial, low-slope roofs, verified Cool Roof Rating Council ratings of 1) a minimum 3-year-aged solar reflectance of 0.63 and a minimum 3-year-aged thermal emittance of 0.75 or 2) a minimum 3-year-aged solar reflective index of 75 should be required. For projects that do not involve commercial, low-slope roofs, an equivalent standard should be required, and the Office of Resilience should be contacted for guidance regarding equivalent ratings.

Examples of specific LEED credits that may be earned include the Heat Island Reduction credit under both LEED for New Construction and Major Renovations (v4.1), as well as LEED for Existing Buildings: Operations and Maintenance (v4.1).

### D.1.4 Solar Hot Water and Solar Photovoltaic

Per Resolution R-303-17, for a public new construction project that includes a roof, a solar feasibility checklist is required to be submitted to the Office of Resilience prior to 30% design completion as an initial screening for possible solar photovoltaic or solar thermal installation. This includes estimated costs of installation and maintenance, available area, estimated amount of electricity used by the County onsite, opportunity for net metering the output, funding, and financing. If a building uses or will use more than 1,000 gallons of hot water per day, a solar water heating system that provides at least 65 percent of hot water needs should be required.

An example of a specific LEED credit that may be earned is the renewable energy credit under both LEED for New Construction and Major Renovations (v4.1) and LEED for Commercial Interiors (v.4.1).

### D.1.5 Benchmarking Energy and Water Use and Use of Energy Star-Certified Products When Available

Resolution R-228-09, R-918-12 and R-795-12 require all product types incorporated into an Energy Star certification category that are procured for a project should have an EnergyStar certification. In addition, once occupied/functional, County projects (County uses within the development) must continuously track energy and water consumption using the County's existing ECAP software platform (this platform then transmits data to a free federal benchmarking tool known as Energy Star Portfolio Manager or ESPM). The building needs to be built to be ready to track.

Public projects must continuously track energy and water consumption using the County's existing ECAP software platform and a benchmarking tool. These systems help the County strategically manage electricity and water usage and bills, obtain energy and water use intensity values and Energy Star ratings for certain County facilities, and other functions.

For public projects that fall under the enabling legislation but are not owned or operated by the County, aggregated monthly energy and water usage for each building should be recorded and entered on at least an annual basis into the benchmarking tool, and this data should be shared with the Office of Resilience through the Master Developer's County Project Manager on an annual basis. The required monthly energy and water usage data is limited to whole-building data, and energy and water usage for individual units is not required.

### D.1.6 Electric Vehicles Charging Stations and Minimum Requirements

Ordinance O-19-17 is the EV Charging Stations zoning ordinance for *off-street parking*. Refer to the requirements table included in Ordinance 19-17 for the minimum number of EV-ready spaces based on the total number of off-street parking spaces. The required number of electric vehicle supply equipment (EVSE) spaces and EVSE-Ready Spaces are determined based on the total number of off-street parking spaces. EVSE spaces should count toward off-street parking requirements; however, in no event should providing such spaces reduce the number of parking spaces for the physically disabled below the quantity required by the FBC. The requirement is 20 percent of spaces.

Per R-1101-15 and the County's *Plan to Install Electric Vehicle Charging Stations to serve the General Public*, new parking structures and surface lots should have a minimum of 2 percent of the total number of parking spaces dedicated to EV-ready spaces. EVSE-Ready Space should mean a parking space with full circuitry installed in accordance with the FBC and ready for the charger to be connected. EV-ready spaces should have electrical capacity and other infrastructure (dedicated circuits, conduit, wire, electric panels) in place to facilitate the installation of charging stations when demand increases. This percentage may change over time as demand increases

Examples of specific LEED credits that may be earned include the EV credit for LEED New Construction and Major Renovations (v4.1) and the Alternative Fuel Vehicles credit under LEED for Communities: Plan & Design (v.4.1).

### D.1.7 Life-Cycle Cost Analysis

Life-Cycle Cost Analysis County Administrative Order A-11-3 requires a life-cycle cost analysis of the public project's (County uses within the development that are provided with County funding) structure, enclosure, and equipment. Life-cycle cost analysis is an analysis that determines the most cost-effective option among different competing alternatives by including all direct and externalized costs associated with processes,

materials, and goods (more than initial costs are considered) when estimating the actual total cost of an investment. The Office of Resilience is available to assist the Master Developer with the analysis using the Autocade tool and with analysis format.

An example of a specific LEED credit that may be earned is the Building Life-Cycle Impact Reduction credit under LEED for New Construction and Major Renovations (v4.1). Triple-bottom-line benefit-cost analysis is applicable to LEED and Envision projects for certification.

## D.2 County Goals and Options to Meet the Goals

This section describes elements that are not required by County code. However, since the County has set sustainability and resilience-related goals through its CDMP (as noted previously), ordinances, resolutions and implementing orders, and this is a large piece of County-owned land to be redeveloped, this is an opportunity to achieve movement toward those countywide goals. The Master Developer should review these goals and incorporate elements in design and development to achieve these goals. Refer to Appendix N, Miami-Dade County Office of Resilience - Downtown Government Center Redevelopment Project - Resilience and Sustainability Requirements and Recommendations, for a list of resilience and sustainability recommendations prepared by the Office of Resilience in coordination with Jacobs.

### D.2.1 Miami-Dade County Comprehensive Plan Goals

The County should achieve a countywide reduction in greenhouse gas emissions by 80 percent from the baseline year of 2008 to 2050 and work to achieve zero emissions for countywide energy sources. The County should encourage development patterns that reduce emissions and promote energy efficiency. The County should take steps toward having 30 percent of countywide energy obtained from solar by 2030, with the goal of achieving zero emissions for countywide energy sources.

County projects should take steps to reduce greenhouse gas emissions for County facilities and operations by decreasing fuel consumption, reducing electricity usage, and increasing use of renewable energy sources, among other strategies. Specific measures should include:

- ◆ Reduce the consumption of gasoline in County operations by 30 percent and the consumption of diesel fuel in County operations by 70 percent from the baseline year of 2016 to 2028 and further move toward conversion of the County's fleet to EVs
- ◆ Incorporate green building practices into the design of County facilities and infrastructure
- ◆ Reduce electricity usage for County facilities by 20 percent from the baseline year of 2009 to 2025

The following section outlines development options to achieve these goals.

### D.2.2 Best Practices and Options to be Considered Supporting County Resilience and Sustainability Goals

It is recommended that that Master Developer consider and evaluate all options to meet County sustainability and resilience goals. Consideration should include benefits and costs over time as well as feasibility and practicality. The Master Developer should include this analysis in the proposal for County consideration.

### D.2.2.1 LEED for Neighborhoods Development

LEED for Neighborhoods Development (LEED-ND) is a rating system that integrates the principles of smart growth, urbanism, and green building into a national system for neighborhood design. LEED-ND certification provides independent, third-party verification that a development's location and design meet accepted high levels of environmentally responsible, sustainable development. The Master Developer should consider and evaluate the feasibility of designing and developing this property to achieve the LEED-ND designation.

### D.2.2.2 District Energy System and/or Microgrid

The County's existing infrastructure includes two chilled-water loops. These chilled-water loops could be considered a thermal microgrid. A microgrid is a local energy grid that can disconnect from the traditional grid and operate autonomously, as needed. It provides backup for the grid in case of emergencies (resilience) and can lower energy consumption costs, allowing for energy reliability and, if the sources are renewable, low greenhouse gas emissions (sustainability). Microgrids vary in scope and size based on the number of customers, load types and functions, and the presence or absence of a connection to the larger electric grid. A microgrid can power a single facility or a microgrid can power a larger area. This could be an important element and co-benefit to the Resilience Hub and neighborhood as a whole.

District energy systems are characterized by one or more central plants producing hot water, steam, and/or chilled water, which then flows through a network of insulated pipes to provide hot water, space heating, and/or air conditioning for nearby buildings. Energy districts can combine loads from multiple buildings to create economies of scale.

A virtual power plant (VPP) is a power management system that cohesively and collectively manages different onsite distributed energy resources (DER), that is, solar and battery storage, EV charging (vehicle to grid), and thermal energy storage, in an online (remote) manner to rapidly alter energy flows according to user or client preferences. VPPs typically rely on special software and can be a flexible and useful management tool to manage the energy generated by the pool of different DER sources in an aggregated and strategic way in response to electricity/energy demand, thus helping to reduce peak energy demand from the traditional electricity grid. VPPs can reduce the risk of incurring significant additional energy-related fees related to peak loads increases. VPPs can also help optimize the pool of DER assets and can help with energy use forecasting. VPPs are more often used by utilities and companies that perform energy aggregation.

It is recommended that microgrids, energy district, and VPP options be explored by the Master Developer both from the technology side and the State of Florida regulatory requirements. Exploring all possible sources of energy and reliability should also be discussed and explored in partnership with the relevant utility provider(s). The Master Developer, at a minimum, should explore initial costs, costs over time, and value in terms of greenhouse gas reductions toward County goals.

### D.2.2.3 Bike and Pedestrian Connectivity

Sustainable and livable communities promote pedestrian and bicycle safety and encourage multimodal transportation options and access. There are many co-benefits, including reducing traffic congestion, calming traffic, preserving road infrastructure, increasing retail visibility, job creation, and enhancement of property values, all in support of County goals. The Master Developer should consider and evaluate best practices in bicycle and pedestrian safety and connectivity.

#### D.2.2.4 Flood and Stormwater Best Practices

Flood and stormwater best practices should be reviewed and considered to address extreme precipitation, storms, flooding, and SLR. Options to be considered include but are not limited to bioswales, urban gardens, permeable surfaces, green space, flood panels, and dry/wet flood proofing. The Master Developer should consider and evaluate best practices for stormwater mitigation.

#### D.2.2.5 Interiors Green Procurement Preference

Pursuant to Resolution R-1053-09 Green Seal or EcoLogo certified products should be considered. These include but are not limited to:

- ◆ Carpet – with the highest level of recycled content
- ◆ Computers and electronic equipment
- ◆ Paint – volatile organic compound (VOC) and Lead-free
- ◆ Ultra-low energy, Energy Star certification category, EnergyStar certification
- ◆ Furniture – should be low VOC
- ◆ Lighting – energy-efficient and lower-mercury

The Master Developer should consider and evaluate best practices in green procurement.

#### D.2.2.6 Landscaping

Native, Florida-friendly plant material is preferred, as are xeriscaping guidelines. Landscaping and trees to address urban heat- effects and rising temperatures are also encouraged, as well as expanding the tree canopy in the development. The Master Developer should consider and evaluate best practices for use of Florida-friendly and salt-tolerant plant material.

#### D.2.2.7 Electric Vehicle Infrastructure

An EV charging network is an infrastructure system of charging stations to recharge EVs, including machinery and equipment necessary and integral to support an EV, such as battery charging stations, rapid-charging stations, and battery exchange stations. Consideration should be given by the Master Developer in this large-scale redevelopment to install infrastructure needed over time to accommodate the transition to EVs (Level 2 charging stations). Current federal administration goals are that half of new car sales to be electric, fuel cell, or hybrid electric vehicles by 2030. If half of all cars sold by 2030 are electric, EVs could make up between 60 and 70 percent of cars on the road by 2050. Local planning projections at the time of design and construction would be recommended to determine needs over time.

# APPENDICES

Appendices are in a separate file



### ATTACHMENT 3 – DEVELOPMENT AGREEMENT TERM SHEET

This Term Sheet provides a summary of certain anticipated proposed terms for the Development Agreement. This Term Sheet is subject to changes and updates and does not reflect all terms relevant to the Project. The final terms of the Development Agreement are to be negotiated pursuant to the RFP.

1.	Scope	<p>Miami-Dade County (County) is offering approximately 16.6 contiguous acres of County-owned land within downtown Miami, Florida (the Development Site), for private redevelopment via a long-term Development Agreement. The Development Site represents a combination of excess land and underutilized parcels formed from eleven (11) primary sites, the majority of which are improved and occupied with public uses that will need to be relocated and/or reconstructed in order to vacate the lands for development. The Development Site will be subdivided into Development Pads which each represent an area of land on which improvements are intended to be constructed. The Scope of Services is provided as Attachment 1 to the RFP.</p>
2.	Financing	<p>The Master Developer shall provide any and all financing required to meet its obligations under the Development Agreement. The financing may be provided via private debt and/or equity, for the anticipated costs of the Project including reasonable reserves to address construction, design, and operation lifecycle replacement and contingencies. The Master Developer may not be authorized to mortgage, pledge, or assign the Project or any of Master Developer's rights and/or interests under the Project, whether to transfer the Project itself or to obtain financing, without the County's express written approval. Master Developer may not use the full faith and credit of the County to secure financing.</p> <p>The Master Developer shall have the capacity to finance the Project equity and to obtain debt for design and construction of the Project as necessary for the duration of the Development Agreement.. The Master Developer shall provide proof that provides a high level of confidence of the availability of monies that will meet Project funding demands and provide proof that provides a high level of confidence of financing necessary to undertake the project including completion and long-term operation.</p> <p>The financing of the Project may <b>not</b> allow for the cross-collateralization or cross-defaulting with any other property, project or other assets. Further, if the development is phased with separate components, each phase or component of the Project must be independently financed and the financing of any phase(s) or component(s) may not allow for cross-collateralization or cross-defaulting with any other phase(s) or component(s).</p>
3.	Payments, Base Rent, and Participation Rent	<p>The County will reimburse or otherwise make remuneration to the Master Developer for the County-owned, operated, and managed Downtown Intermodal Terminal, to be constructed by Master Developer, such payment shall be a fixed amount and may include a combination of lump sum or milestone contributions during or at the end of construction, and annual debt service. The market value of the County-owned land provided for the Downtown Intermodal Terminal may be considered in the calculation of such remuneration.</p> <p>In exchange for the public improvements to be constructed by Master Developer and provided to the County via lease, condominium deed, or easement, the Master</p>

		<p>Developer shall receive remuneration from the County which may be in the form of milestone payments, lease payments, or other fixed fees. .</p> <p>In exchange for the County-owned land required to construct the Project, including all surface, sub-surface and air rights to be granted as part of the Development Agreement, the Master Developer shall provide remuneration to the County in the form of master development fee(s), ground rent and participation rent.</p>
4.	Rental Revenues	Master Developer shall be entitled to real estate rental revenues associated with property developed on the Development Site pursuant to the Development Agreement provided, however, that the Master Developer shall provide remuneration to the County as established herein.
5.	Ancillary Revenues	<p>Master Developer will be entitled to generate revenues from other ancillary sources such as food and beverages sales, other retail sales, naming rights and advertising associated with property developed on the Development Site pursuant to the Development Agreement.</p> <p>Master Developer shall not be entitled to the following forms of revenue: utilities, cell phone towers, communications infrastructure, or dark fiber.</p> <p>The specific delineation of Master Developer's right to ancillary revenues to be negotiated in Development Agreement.</p>
6.	Development Agreement Term	It is anticipated that the Development Agreement will be in effect for at least 12 to 15 years, and at a minimum through all phases of design and construction, including the establishment of the entities that will be responsible for the common area infrastructure and maintenance obligations.
7.	Design	The County will have design approval rights at various design completion stages to be specified in the Development Agreement. The Downtown Intermodal Terminal shall be built in accordance with the Design Guidelines which is provided as Attachment 2 to the RFP.
8.	Improvements for County Use	<p>The Master Developer shall provide public improvements required by the County for its benefit (public) and/or the benefit of its stakeholders, summarized as follows:</p> <ol style="list-style-type: none"> <li>1. Downtown Intermodal Terminal with a direct connection to the Government Center Station Metrorail and Metromover</li> <li>2. Fleet Parking, Fueling and Maintenance (for governmental fueling) to be repositioned on-site or relocated in the immediate market area within safe walking distance from the respective County component that it serves</li> <li>3. Cultural Arts Campus including signature Library and space for HistoryMiami with shared open spaces and common areas amenities as possible</li> <li>4. Juvenile Assessment Center, including office and services space, preferably incorporated into commercial development on the Children's Courthouse Site Excess Land</li> <li>5. Office space of approximately 60,000 square feet for use by PROS for headquarters and an interactive lobby to be designed and programmed by PROS</li> </ol>

		<ol style="list-style-type: none"> <li>6. Recreation, Wellness and Conservation center of approximately 45,000 square feet, to be within a 5-minute walk of the other PROS headquarters, and shared / synergy with proximate cultural and education space</li> <li>7. New County Commission Chambers to include:             <ol style="list-style-type: none"> <li>(a) 36,000± square feet for commissioner office and conference room space for use by the Board of County Commissioners and their supporting uses currently housed at SPCC</li> <li>(b) 7,350± square feet for commission chambers / flexible auditorium space</li> </ol> </li> <li>8. Construct and reserve up to 2,000 spaces for public parking for to be operated by the County in perpetuity, at its adopted parking rates and policies</li> <li>9. Daycare to include sufficient capacity to meet demand from new residents and businesses, and the existing daycare facility for new residents and businesses, in addition to absorbing the current daycare demand. The existing daycare facility is subject to a lease with the YWCA which was renewed for the 5-year period May 2022 thru April 2027, at a rate of \$1.00 per year to the County, and a 180-day cancellation clause. YWCA shall be given the right of first refusal for the new daycare within the Development Site.</li> </ol>
9.	Permitting	Master Developer will be responsible for obtaining all governmental land use, zoning, building and other permits required to construct and operate the redeveloped property on the Development Site.
10.	Utilities	Master Developer will be responsible for providing or arranging for all utilities required for the development and operation of the Development Site. Master Developer shall be responsible for all utility coordination, impacts and relocations and their associated costs resulting from property developed on the Development Site.
11.	Construction	Construction shall be accomplished in accordance with all applicable State and County requirements for construction.
12.	Public Operations	<p>Master Developer must maintain the County's ability to operate all County uses including but not limited to the Stephen P. Clark Government Center, Metrorail, Metromover, Library, HistoryMiami, Motor Pool and Motor Pool Gas Station, Daycare, Commission Chambers, with minimal disturbance and minimizes disruption to visitors and staff of those County facilities.</p> <p>Master Developer must preserve at all times access to the Metrorail and Metromover and does not diminish the County's level of service for its Transit operations.</p>
13.	Due Diligence	The property is being offered for development on an "as is" basis. Master Developer is solely responsible for completing a comprehensive due diligence process regarding development of the Development Site including but not limited to environmental studies and securing environmental approvals such as NEPA, survey and site plan approvals, title research and curing of any title defects necessary to make the sites available for development (with the County's support).

14.	Payment and Performance Bond	Master Developer shall bond the total cost of construction of each phase through a payment and performance bond(s), alternative form of security or combination of one or more such instruments prior to the commencement of construction in each phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes.
15.	Art in Public Places	Master Developer shall comply with the County requirements, as applicable, for the Art in Public Places Program (Section 2-11.15 of the County Code). The Master Developer shall be responsible for relocating the “Dropped Bowl with Scattered Slices and Peels” artwork, working closely with the County on assessing a suitable location.
16.	Step-in-Rights	The County will have temporary and permanent step-in rights in the event of default by the Master Developer. The Development Agreement shall provide for assignment to the County as necessary to implement the County’s step-in rights.
17.	Indemnification	The Development Agreement will provide for comprehensive indemnification of the County from Master Developer protecting the County from any act relating to or resulting from the performance of the Development Agreement by the Master Developer or its Team Members, employees, agents, servants, partners, principals or subcontractors. This indemnification shall be in addition to any other insurance or other protection required by the Development Agreement.
18.	Insurance	Master Developer shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the Development Agreement.
19.	Inspector General Reviews	<p>According to Section 2-1076 of the County Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.</p> <p>For the Downtown Intermodal Terminal, the County shall deduct one quarter (1/4) of one (1) percent from each invoice paid to the Master Developer to cover the costs of audits performed by the Office of the Inspector General in accordance with Section 2-1076 of the County Code.</p>
20.	Ownership	<p>The County is the undivided owner of the land underlying the Project, and the County and/or its successors and its assigns shall retain fee simple ownership of the land underlying the Project.</p> <ol style="list-style-type: none"> <li>1. The County shall provide the Master Developer with 99 year Leases for those lands and air rights required to construct the entire Project; subsurface rights shall be non-exclusive, and the Master Developer shall not have the right to transfer sub-surface or air rights to any other party except to a tenant via sub-lease as a party to the development to facilitate the Project, and not for profit;</li> <li>2. The Master Developer shall transfer the complete interest in the Downtown Intermodal Terminal Improvements upon completion of construction to the County by way of a Condominium deed, an Easement in Perpetuity, a [__]-Year Lease with a subsequent [__]-year renewal at the County’s sole discretion, or other options which may be acceptable to the FTA;</li> </ol>

		<p>3. The County shall be named as a beneficiary of any interests held including those provide for construction and underwriting purposes, and shall at all times be [contingent lienholder] on any financing and transfer of interests in such improvements;</p> <p>4. Except for the Downtown Intermodal Terminal, Master Developer shall transfer the County-requested improvements to the County via perpetual easement or Lease, cancellable only at the County's discretion or default of obligations specific to said easement(s) or Lease(s).</p> <p>5. The ownership terms for the Master Developer and Sub-Lessees are to be further defined</p>
21.	Green Space Requirements	The Master Developer shall meet the green space requirements pursuant to <b>Attachment 2, Design Guidelines.</b>
22.	Other Required Uses	The Master Developer shall include educational facilities including daycare, primary K-8 and secondary 9-12, as established in the Scope of Services, Section 3.11. The Master Developer shall be responsible for designing, building, funding and financing the educational facilities, and placing an appropriate public or private operator of those facilities.
23.	Ownership / Change in Control	Section 2-8.1 of the County Code requires disclosure of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the Development Agreement, subject to the provisions and limitations therein. The Development Agreement will set forth limitations to, and the process for, transfer in interest or change of ownership.
24.	Owner Initiated Changes	The Development Agreement will set forth the process for owner initiated changes for the Downtown Intermodal Terminal.
25.	Development Agreement Assignment	Master Developer shall not assign, transfer, convey or otherwise dispose of the Development Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
26.	Termination for Cause	The County may cancel or terminate the Development Agreement due to default by Master Developer, after reasonable periods to cure.
27.	Termination for Convenience	The County may cancel or terminate the Development Agreement at any time, in its sole discretion, without cause, by written notice to Master Developer. Consequences for termination for convenience, including County obligations to reimburse Master Developer in the event of such termination, will be set forth in Development Agreement.
28.	Relief Events	Development Agreement will set forth certain events, including force majeure, which extend periods for compliance by both parties of certain obligations under the Development Agreement.
29.	Social and Economic Programs	<p>Master Developer shall comply with all County requirements for social and economic programs, as applicable, including:</p> <ul style="list-style-type: none"> <li>• Responsible Wages (Section 2-11.16 of the County Code and Implementing Order 3-24)</li> </ul>

		<ul style="list-style-type: none"> <li>• Small Business Enterprise Architecture and Engineering Program (Section 2-10.4.01 of the County Code)</li> <li>• Small Business Enterprise Construction Services Program (Section 10-33.02 of the County Code)</li> <li>• Small Business Enterprise Services Program (Section 2-8.1.1.1.1 of the County Code)</li> <li>• Small Business Enterprise Goods Program (Section 2-8.1.1.1.2 of the County Code)</li> <li>• First Source Hiring Referral Program (Section 2-2113 of the County Code)</li> <li>• Residents First Training and Employment Program (Section 2-11.17 of the County Code)</li> <li>• Community Workforce Program (Section 2-1701 of the County Code)</li> <li>• Employ Miami-Dade Program (Administrative Order 3-63)</li> <li>• any other program of the County made applicable to the Master Developer's activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time</li> </ul>
30.	Sustainable Buildings Program	<p>Pending legislative amendments anticipated to be presented for consideration by the Board of County Commissioners in September 2022, the Development Agreement will include the Sustainable Buildings Program provisions in Sections 2.1, and 9-72 to 9-95 of the Miami-Dade County Code and Implementing Order 8-8 which provides that projects constructed on County-owned property meet minimum standards for implementing green building practices in design and construction.</p>

**EXHIBIT 1  
DEVELOPMENT SITE SUMMARY**

This exhibit provides a summary of the sites included within the Project, some excluded sites, and an aerial location map.

**Sites within Project**

Site #	Site Name / Current Use	Site Area (Acres)	Address / Folio	Potential Min. Dev. Sq. Ft.	Potential Max. Dev. Sq. Ft.	Potential Height (Ft)
1a	Stephen P. Clark Center (SPCC) North Excess Land / (Surface Parking & Daycare Tenant)	3.1	111 NW 1 St. 01-4137-023-0020 (Portion)	3,241,000	4,861,000	750
1b	Central Park Space at SPCC (Vita Course, Open Space)	1.9	See 1a.	1,986,000	2,980,000	750
1c	SPCC - Existing Commission Chambers	0.8	See 1a.	836,000	1,255,000	750
2	Hickman Office Building (Parks, Recreation and Open Spaces HQ; Juvenile Assessment Center Office & Intake)	1.7	275 NW 2 St. 01-0109-050-1090	1,629,000	2,222,000	550
3a	Motor Pool Lot (County Fleet Surface Parking)	0.8	120 NW 2 Ave, et al 01-0110-080-1010, 1020, 1030, 1040	767,000	1,045,000	600
3b	Hickman Parking Garage (Public Parking)	1.9	270 NW 2 St. 01-0110-080-1070	1,821,000	2,483,000	600
3c	Motor Pool Gas Station (County Fleet Service & Fuel)	0.3	150 NW 2 Ave. 01-0110-080-1160	287,000	392,000	600
4	Cultural Plaza Office & Garage (Public Office and Parking)	1.3	50 NW 2 Ave. 01-0111-090-1020 (Portion)	1,246,000	1,699,000	650
5	140 Building (In process of demolition, no current uses)	0.5	140 W. Flagler St. 01-0114-040-1080	479,000	653,000	700
6	Cultural Plaza (Public Library and History Museum)	3.3	20 NW 1 Ave. 01-4137-027-0010 (Portion)	3,450,000	5,175,000	750
7	Children's Courthouse Surface Lot (Judicial Parking)	1.0	155 NW 3 St. 01-4137-070-0010 (Portion)	1,045,000	1,568,000	750
Total Redevelopment (Net) Site Acreage (Excluding Rights-of-Way)		16.6		16,787,000	24,333,000	

*\*Note: The potential minimum and maximum development square feet columns are provided for informational purposes. The actual square feet per site will be determined pursuant to the Master Plan which will require park and open spaces, reducing the figures illustrated above. All numbers should be considered estimates.*

**EXHIBIT 1  
DEVELOPMENT SITE SUMMARY**

The following are active County Developments in MetroCenter that are not part of the Development Site and are provided for informational purposes only.

**MetroCenter Excluded Sites**

Site #	Site Name / Current Use	Site Area (Acres)	Address / Folio	Potential Min. Dev. Sq. Ft.	Potential Max. Dev. Sq. Ft.	Height (Stories)
8	Historically Designated Dade County Courthouse; limited to Adaptive Re-Use	1.66	73 W. Flagler St. 01-0111-050-1060	270,000	270,000	28
9	New Civil Courthouse Under Construction (P3)	0.57	Portion of 101 W. Flagler St. 01-4137-027-0010	537,968	537,968	25
10	North River Towers RFP Issued	1.05	395 NW 1 St. & 24 NW N. River Dr., 01-0110-090-1120 & 01-0111-020-1080	815,900	953,214	TBD

**Aerial Location Map**



Notes: Illustrative Purposes Only. Not to Scale. NW 1 Avenue has been realigned immediately west of the Family Courthouse. Development site includes the option of connecting to the Metrorail / Metromover at the eastern (right) edge of Site 1a, which is under the purview of Miami-Dade County Department of Transportation and Public Works and subject to Federal Transit Administration (FTA) Grant Management oversight and approvals for the use of such space. All numbers should be considered estimates.



## PHASE 1 PROPOSER INFORMATION SECTION

### Formatting

All responses should comply with the following formatting:

- All pages should be electronically formatted to be 8½" x 11", except as stated below.
- Font should be at least 11 point, preferably in Times New Roman (or 10 point for tables, graphics and captions).
- Margins should be at least 1" all around.
- Pages shall be numbered. The page number may lie within the 1" margin.
- Financial capability information, such as that provided by a third party, may be provided in different font sizes provided they are legible.
- Graphics are permitted, and should conform to the other format requirements listed.

### Volume A: Proposer and Team Members' Qualifications and Capabilities for Master Development

#### A-1 Executive Summary

Provide an Executive Summary with information for reviewers to become familiar with the Proposer and its ability to satisfy the requirements of the Project. State the number of years in existence, the current number of employees, and the primary markets served.

#### A-2 Team Structure for Master Development

1. Describe how Proposer will organizationally operate for the Master Development activities of the Project (i.e., planning, design, construction, operations, and financing) to include the roles and responsibilities of Proposer, Subcontractors, and Team Members (which includes the Development Advisor, Equity Participant(s), Master Planner, and Marketing and Branding Participant(s)).
2. Provide an organizational chart that shows the structure for the Master Development activities, to include the Master Developer, Subcontractors, and Team Members. In the chart, note for each firm the lead person.
3. Provide an affirmative statement that Proposer and all Team Members have entered into teaming agreement(s) for the provision of the Services in order to provide the County with assurances that the Proposer is capable of providing the Project with the Team Members.

#### A-3 Conflicts of Interest

Provide confirmation for Proposer and each Team Member for the Master Development activities that none of its employees who will be working on the Project has or will have a personal conflict of interest and that it does not have any organizational conflict of interest as defined in the **RFP, Section 2.12**.

(Proposer may provide such confirmation from each Team Member as attachments.)

#### A-4 Project Experience for Master Development

1. Provide a description of Proposer's Master Developer experience, including undertaking and successfully accomplishing project developments of similar scope, cost, and complexity of schedule that demonstrates qualifications. Highlight Proposer's experience in similar large scale projects and bringing resources in master planning, development, financing, and marketing.

2. Provide a description of at least three similar projects for the Proposer and each proposed Team Member for the master development activities (including development advisory, master planning, and marketing and branding activities) that demonstrates unique and superior qualifications. For each project cited, identify the firm's personnel involved in the project and any unique aspects of the project developed to achieve objectives, manage risks, and deliver on schedule.

Where possible, at least one of the projects described for the Proposer and each Team Member should be with a **governmental client** and that is either ongoing or completed within the past seven years.

A-5 Subcontractors for Master Development

1. List the names and addresses of all identified Subcontractors to the Proposer, and describe the extent of work to be performed by each Subcontractor.
2. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors.
3. For future Subcontractors that have not yet been identified, provide a detailed description of the Proposer's selection process for identifying and awarding Subcontractors.

Note: After Proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the Team Members, Key Personnel or Subcontractors identified in its proposal.

A-6 Key Personnel for Master Development

1. Introduce the proposed Key Personnel that will be the Proposer's Project Manager responsible for the successful completion of the Project. Describe the experience and qualifications of the Proposer's Project Manager that demonstrates the ability to lead this Project.
2. Introduce all other proposed Key Personnel (employees assigned to oversee the Master Development activities of the Project) and their roles for the Proposer and each Team Member. Describe each Key Personnel's specific experience related to their role, as well as experience generally which qualifies them to be part of the Team Member's leadership.
3. Attach resumes of Key Personnel which should be limited to two pages per person. Resumes for Key Personnel shall include relevant education, training, licensing and certification, and shall include experience with relevant projects with the following information for each project listed:
  - a) Name of the project and key information relating to the project.
  - b) Dates of work performed on the project.
  - c) Description of the relevant work or services provided and role on the project.
4. Complete and attach **Form C, Key Personnel Reference Contact Information** for the Proposer's Project Manager and all other Key Personnel identified.

A-7 Miami-Dade County Contracts

List all contracts which the Proposer performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:

- a) name of the County Department which administers or administered the contract, contact person and phone number,
- b) description of work,
- c) total dollar value of the contract,
- d) dates covering the term of the contract,
- e) statement of whether the Proposer was the prime contractor or subcontractor, and
- f) the results of the project.

A-8 Prior or Pending Litigation

Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or Subcontractors or Team Members is or has been involved within the last three years.

A-9 Bankruptcy Petitions

List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

**Volume B: Proposer and Team Members' Qualifications and Capabilities for Downtown Intermodal Terminal**

B-1 Team Structure for Downtown Intermodal Terminal

1. Describe how Proposer will organizationally operate for the Downtown Intermodal Terminal activities of the Project (i.e., planning, design, construction, and financing) to include the roles and responsibilities of Proposer and each Team Member to include the Equity Participant, Downtown Intermodal Terminal Designer, and Downtown Intermodal Terminal Builder. Highlight any prior experience of Team Members working together.
2. Provide an organizational chart that shows the structure for the Downtown Intermodal Terminal, to include the Proposer, Subcontractors, Equity Participant, Downtown Intermodal Terminal Designer and Downtown Intermodal Terminal Builder. In the chart, note for each firm the lead person.
3. Provide an affirmative statement that Proposer and all Team Members for the Downtown Intermodal Terminal have entered into teaming agreement(s) for the provision of the relevant Services in order to provide the County with assurances that the Proposer is capable of providing the Services with the Team Members.

B-2 Conflicts of Interest

Provide confirmation for Proposer and each Team Member for the Downtown Intermodal Terminal that none of its employees who will be working on the Project has or will have a personal conflict of interest and that it does not have any organizational conflict of interest as defined in the **RFP, Section 2.12**.

(Proposer may provide such confirmation from each Team Member as attachments.)

B-3 Project Experience for Downtown Intermodal Terminal

1. Describe Proposer's experience successfully accomplishing projects similar to the Downtown Intermodal Terminal.

2. Provide a description of no more than five similar transit projects for the proposed Downtown Intermodal Terminal Designer that demonstrates its unique and superior qualifications. For each project cited, identify the firm's personnel involved in the project and any unique aspects of the project developed to achieve objectives, manage risks, deliver on schedule, and transition to operations.
3. Complete and attach **Form A, Downtown Intermodal Terminal Designer Experience** to provide references on the projects identified in this Section, Item "2" above, for the Team Member that is the Downtown Intermodal Terminal Designer.
4. Provide a description of no more than five similar transit projects for the proposed Downtown Intermodal Terminal Builder that demonstrates its unique and superior qualifications. For each project cited, identify the firm's personnel involved in the project and any unique aspects of the project developed to achieve objectives, manage risks, deliver on schedule, and transition to operations.
5. Complete and attach **Form B, Downtown Intermodal Terminal Builder Experience** to provide references on the projects identified in this Section, Item "4" above, for the Team Member that is the Downtown Intermodal Terminal Builder.

B-4 Subcontractors for Downtown Intermodal Terminal

List the names and addresses of all identified Subcontractors to the Proposer, and describe the extent of work to be performed by each Subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors. For future Subcontractors that have not yet been identified, provide a detailed description of the Proposer's selection process for identifying and awarding Subcontractors.

Note: After Proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the Team Members, Key Personnel or Subcontractors identified in its proposal.

B-5 Key Personnel for Downtown Intermodal Terminal

1. Introduce the proposed Key Personnel that will be the Proposer's Project Manager responsible for the successful completion of the Downtown Intermodal Terminal. Describe the experience and qualifications of the Proposer's Project Manager that demonstrates the ability to lead this aspect of the Project.
2. Introduce all other proposed Key Personnel (employees assigned to oversee development of the Downtown Intermodal Terminal) and their roles for the Proposer and each Team Member. Describe each Key Personnel's specific experience related to their role, as well as experience generally which qualifies them to be part of the Team Member's leadership.
3. Attach resumes of Key Personnel which should be limited to two pages per person. Resumes for Key Personnel shall include relevant education, training, licensing and certification, and shall include experience with relevant projects with the following information for each project listed:
  - a) Name of the project and key information relating to the project.
  - b) Dates of work performed on the project.
  - c) Description of the relevant work or services provided and role on the project.
4. Complete and attach **Form C, Key Personnel References** for the Key Personnel identified.

B-6 OSHA Forms and Safety Record

Attach information identifying the Experience Modification Rate (EMR) and OSHA forms 300 and 300A for the past five (5) years for the Downtown Intermodal Terminal Builder.

## **Volume C: Approach to Project Delivery**

### **C-1 Project Approach**

1. Provide the Proposer's vision statement for the Project that demonstrates alignment with the County's goals and objectives for the public and private uses. Explain how the Proposer's vision will maximize the value and potential of the properties to address community challenges.
2. Identify specific challenges the Proposer and Master Planner foresee in the planning, development, delivery and stabilization of the Project and how Proposer plans to overcome them.
3. Describe Proposer's approach and commitment to quality control and effective oversight throughout Project delivery.
4. Describe Proposer's view of the roles and responsibilities of County, Proposer and any third-party stakeholders in connection with the development of the public improvements required per the RFP, Scope of Services, **Section 3.9, Improvements for County Use**.

### **C-2 Project Goals**

1. Address how the Proposer will achieve the goals in the RFP, Scope of Services, **Section 3.4, Item 1, Blended Highest & Best Economic and Social Use**. Specifically address the approach to balancing public benefit, revenue generation and social return on investment. Specifically address the approach to affordable and market rate housing.
2. Address how the Proposer will achieve the goals in the RFP, Scope of Services, **Section 3.4, Item 2, World-Class Planning and Urban Design**.
3. Address how the Proposer will achieve the goals in the RFP, Scope of Services, **Section 3.4, Item 3, Public Operations and Efficiencies**.

### **C-3 Approach to Master Plan and Project Uses**

1. Describe the Proposer's approach to developing the Master Plan required per the RFP, Scope of Services, **Section 3.5, Master Plan** specifically addressing each of the objectives listed in that section.
2. Describe the Proposer's approach to development phasing and scheduling to be included in the Master Plan for the take-down of the properties in the Development Site, over a long-term period.
3. Describe how the Master Plan will be designed to both adapt to market changes and allow for reliability in projections of economic and financial activity generated by the Master Plan.
4. Address how the Proposer will incorporate into the Master Plan the design and delivery requirements in the RFP, Scope of Services, **Section 3.9, Improvements for County Use**, and how the approach is similar to other successful projects.
5. Address how Proposer will plan to achieve the uses listed in the RFP, Scope of Services, **Section 3.10, Affordable Housing**.

6. Address how Proposer will plan to achieve the uses listed in the RFP, Scope of Services, **Section 3.11, Educational Uses.**

C-4 Approach to Master Developer Obligations

1. Describe the Proposer's approach to completing the Master Developer Obligations in general. Indicate where the Proposer has used the proposed approach to successfully complete similar projects.
2. Specifically address how the Proposer will complete the activities Master Developer Obligations per the RFP, **Scope of Services, Section 3.6** as follows:
  - a) Project Planning Activities
  - b) Development Program Planning and Due Diligence
  - c) Land Planning Activities
  - d) Master Land Development Activities
  - e) Project Development Activities
  - f) Design & Construction
  - g) Contract Management & Delivery

C-5 Downtown Intermodal Terminal Delivery

1. Describe the Proposer's approach to planning, design, and delivery of the Project and how it is similar to other successful projects. Identify specific challenges the Proposer foresees and how it plans to overcome them.
2. Confirm the Proposer's plan for delivery of the Downtown Intermodal Terminal in the first phase of the Project. Discuss the timing of the delivery of the Downtown Intermodal Terminal.
3. Address how the Proposer will achieve the goals for the Downtown Intermodal Terminal, as described in the **Department of Transportation and Public Works Downtown Intermodal Design Narrative** provided as an appendix in Attachment 2, Design Guidelines.

C-6 Sustainable Business Practices

Specify in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social/fair labor standards, and economic, as applicable.

Environmental – Consideration of product attributes

- a) Explain how Proposer will perform the Services by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
- b) Provide Proposer's environmental policies, programs, and certifications.

Social/Fair Labor Standards - Contributions to the health, well-being and development of Proposer's employees

- c) Describe Proposer's principles in support of safe, fair, and equitable work practices and ethical behavior, to include:
  - ✓ Job classification descriptions of any and all services to be performed,
  - ✓ Geographic area within which the services are to be performed provide safe and accessible working conditions,
  - ✓ Equitable wage/benefit determination practices, and

- ✓ Detailed documentation on employee development and evaluation process.

Economic - Equal access to small, diverse and disadvantaged suppliers

- d) Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

## **Volume D: Financial Qualifications**

### **D-1 Proposer's Financial Qualifications Overall**

Provide a copy of Proposer's annual reports for the last three (3) years. Provide access to digital links to 10Ks or other financial data if Proposer is a publicly-traded company.

### **D-2 Financing Experience and Track Record – Master Development**

Describe the Proposer's past experience with obtaining financing for similar development projects comparable in scope and complexity to this Project, including any preliminary documentation demonstrating the ability to secure financing for the Project. Discuss the Proposer's track record in financing comparable projects in the past seven (7) years.

### **D-3 Financial Team Lead Narrative – Master Development**

Identify the individual who is the Financial Team Lead and describe the Financial Team Lead's background and experience in coordinating the financing for similar development projects to this Project.

### **D-4 Financing Narrative – Master Development**

Provide a narrative describing the proposed financing solution. Proposer shall NOT include any specific price information. Include at least:

- a) Approach to funding all construction costs, including pre-construction and project planning; due diligence; design; and all land, site and infrastructure development necessary to prepare the property for vertical development;
- b) Anticipated types and mixes of capital (e.g., construction loans, other debt instruments, equity, etc.).
- c) Discuss the expected sources of that capital, including whether it is sourced internal to the Proposer, through formal or informal partnerships with other entities, and/or through public and private markets
- d) Provide evidence, including comparables, that the contemplated financing is achievable in current market.
- e) For the first phase of the Project, provide a realistic financing schedule and describe the key steps or process the Proposer intends to follow to negotiate financing agreements and obtain committed financing, including any input required from the County.
- f) Discuss financial approaches to mitigating cost overruns, delays, revenue shortfalls, or other unanticipated negative events.
- g) Discuss the risk allocation between the County and the Project Team, and why this transfer achieves an efficient delivery of the Project.

### **D-5 Financing Experience and Track Record – Downtown Intermodal Terminal**

Describe the Proposer's past experience with obtaining financing for similar projects, including any preliminary documentation demonstrating the ability to secure financing for the Project. Discuss the Proposer's track record in financing comparable projects in the past seven (7) years.

### **D-6 Financial Team Lead Narrative - Downtown Intermodal Terminal**

Identify the individual who is the Financial Team Lead and describe the Financial Team Lead's background and experience in coordinating the financing for transit projects of comparable scope and complexity to the Downtown Intermodal Terminal portion of this Project.

D-7 Financing Narrative – Downtown Intermodal Terminal

Provide a narrative describing the proposed financing solution. Proposer shall NOT include any specific price information. Include at least:

- a) Approach to funding all pre-construction costs, including development, due diligence, and design.
- b) Anticipated types and mixes of capital (e.g., construction loans, other debt instruments, equity, etc.).
- c) Discuss the expected sources of that capital, including whether it is sourced internal to the proposer, through formal or informal partnerships with other entities, and/or through public and private markets
- d) Provide evidence, including comparables, that the contemplated financing is achievable in the current market.
- e) Provide a realistic financing schedule and describe the key steps or process the Proposer intends to follow to negotiate financing agreements and obtain committed financing, including any input required from the County.
- f) Discuss financial approaches to mitigating cost overruns, delays, revenue shortfalls, or other unanticipated negative events.
- g) Discuss the risk allocation between the County and the Project Team, and why this transfer achieves an efficient delivery of the Project.

D-8 Surety Letter and/or Letter of Credit for Downtown Intermodal Terminal

Provide a letter from an Eligible Surety (see RFP, **Section 1.2, Definitions for the requirements to be an "Eligible Surety"**) duly authorized in Florida, stating without conditions or qualification that the **Downtown Intermodal Terminal Builder** is capable at the time of the Phase 1 Proposal submission of obtaining a payment and performance bond (or bonds) in an aggregate stated amount of **[\$\_\_\_] million** for the Downtown Intermodal Terminal construction as evidence of Builder's bonding capacity.

The letter must specify:

- a) any assumptions regarding the provision of support for the Downtown Intermodal Terminal Builder,
- b) that the surety has reviewed this RFP and is familiar with the contractual structure and financial structure described in the RFP, and
- c) that the surety has evaluated the Downtown Intermodal Terminal Builder's backlog and work-in-progress in determining its bonding capacity.

Evidence of the surety's rating shall be attached to the letter. Letters stating that the Downtown Intermodal Terminal Builder has "unlimited" bonding capacity are not acceptable.

If the Proposer intends to satisfy the requirements of Section 255.05 of the Florida Statutes via a letter of credit, the Proposer may, at the time of Phase 1 Proposal submission, attach a letter from an Eligible Financial Institution (see RFP, **Section 1.2, Definitions for the requirements to be an "Eligible Financial Institution"**) indicating a willingness to issue a letter or letters of credit in the amount of **[\$\_\_\_] million**. The bank's long-term, unsecured debt rating shall be stated in the letter of bank support.

Note: The requirement to provide the surety letter and the bond amounts referenced above are solely for the purposes of evaluating the financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.



FORM A

**Downtown Intermodal Terminal  
Designer Experience**

COMPANY NAME (1)	PROJECT NAME AND LOCATION (2)	CONTRACT START DATE	CONTRACT END DATE	PROJECT TYPE (DB, DBF, DBFM, or DBFOM)	ROLE ON PROJECT (3)	PROJECT REFERENCE (Name, Title, Company, Phone and Email)
1.						
2.						
3.						
4.						
5.						

Notes:

- (1) List the Team Member name or a Controlled Subsidiary of such Team Member that worked on the project. A maximum of five (5) projects may be included.
- (2) Only list projects worked on within the past ten (10) years.
- (3) Provide a brief summary of the role the company played in the project (i.e., scope of work).

FORM B

**Downtown Intermodal Terminal  
Builder Experience**

COMPANY NAME (1)	PROJECT NAME AND LOCATION (2)	CONTRACT START DATE	CONTRACT END DATE	PROJECT TYPE (DB, DBF, DBFM, or DBFOM)	ROLE ON PROJECT (3)	PROJECT REFERENCE (Name, Title, Company, Phone and Email)
1.						
2.						
3.						
4.						
5.						

Notes:

- (1) List the Team Member name or a Controlled Subsidiary of such Team Member that worked on the project. A maximum of five (5) projects may be included.
- (2) Only list projects worked on within the past ten (10) years.
- (3) Provide a brief summary of the role the company played in the project (i.e., scope of work).

**FORM C  
KEY PERSONNEL REFERENCES**

<b>Proposed Position</b>  (for example Proposer's Project Manager for Master Development)	<b>Key Personnel</b>  (Name, Title and Employing Firm)	<b>Reference</b>  Provide up to 3 References for each Key Personnel (list project name Key Personnel worked on and the reference name, title, company, phone number, and email for that project)
		1. 2. 3.
		1. 2. 3.
		1. 2. 3.
		1. 2. 3.
		1. 2. 3.
Key Personnel include the Project Managers and key employees assigned to oversee the Project for each Team Member. Additional rows may be added.		