ATTACHMENT A

SCOPE OF SERVICES

2.1 Background and Summary

The County, through its Housing and Community Development Department (HCD) and the Department of Transportation and Public Works (DTPW), aims to advance housing and community development initiatives that support neighborhood revitalization, expand housing opportunities, and promote long-term community stability. In furtherance of these objectives, the County seeks to facilitate strategic development opportunities that increase access to quality housing, encourage compatible mixed-use development, and create lasting public benefit.

As part of this effort, the County is seeking to develop the Development Site. that consists of unimproved vacant land as described in Section 2.3, Development Site.

The County is engaging a Developer to design, build, finance, operate and maintain the Project to deliver a turn-key development project in compliance with the Zoning Code of Miami-Dade County, available under Chapter 33 of the Miami-Dade County Code. The Development Site may also qualify for certain incentives available under the Live Local Act, which supports the inclusion of residential uses and affordable housing in strategically located areas.

2.2 Comprehensive Development Plan

The Developer shall develop and implement a comprehensive development plan for the Development Site that is consistent with the County's objectives for the Project.

At a minimum, the comprehensive development plan shall provide for and incorporate, the following elements:

a. A mixed-use residential development, to include affordable, workforce, and market-rate housing components, as appropriate, while incorporating Smart Growth standards.

b. A development approach that provides maximum positive economic impacts to the community, particularly through direct job creation for community residents.

c. A development concept that promotes walkability, livability, neighborhood compatibility, and quality design.

d. A development approach that takes advantage of the Development Site's proximity and accessibility to public transportation, including bus and Metrorail system.

e. Amenities, features, and community-serving elements that are beneficial to the residents of the Development Site and surrounding community.

f. A development program that is capable of being financed, delivered, leased, operated, maintained, and sustained in a timely and commercially reasonable manner.

g. A development approach that incorporates resource and energy efficient features.

h. Compliance with all regulations applicable at the time of commencement of construction of the Project or Project Phase, as applicable.

i. Provides a long-term source of income for the County based upon the value of the Development Site and the proposed uses of the Development Site.

j. Development that incorporates innovative building materials and construction methods that accelerate the overall

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development and construction of the project.

k. A development approach that maximizes the use of the Development Site and ensures that no portions of the Development Site remain undeveloped.

2.3 Development Site

a. The Development Site is a Miami-Dade County Department of Transportation and Public Works (DTPW) owned property, consists of approximately 0.44 acres (19,521 SF) of a Miami-Dade County-owned property (Folio no.: 30-3109-008-0070) and is located at 7500 NW 27th Avenue, Unincorporated County, Florida 33147 in the Miami-Dade Commission District 2. The gross area of the Development Site is approximately 0.53 acres (22,970 S.F.).

b. The Development Site is located within the unincorporated area of Miami-Dade, is zoned North Central Urban Area District (NCUAD) and is designated as Industrial (I) in the Center Sub-District pursuant to Chapter 33 of the Miami-Dade County Code, which provides the County with the expressed regulatory authority over comprehensive planning; district boundary changes, special exceptions, variances, unusual uses, site plan approvals, and other zoning approvals; historic preservation; compliance with environmental regulations; flood protection regulations; issuance of building permits; building inspections; construction-related fire permits and inspections, fire suppression or fire rescue services or annual inspections for fire safety; compliance with the Florida Building Code and the Florida Fire Prevention Code; issuance of certificates of occupancy; building or zoning moratoria; subdivision approvals; and all other types of planning, zoning, subdivision, or building functions or other functions typically performed by departments, boards, or other entities that review or issue development permits or development orders.

c. The Development Site is within the ¼ mile buffer area of the SMART corridor; therefore, the maximum density is 90 units per gross acre with a maximum height of 12 stories. Notwithstanding, should the Selected Developer set aside a minimum of 12.5% workforce housing, a density bonus of 25% may be permitted with an additional height bonus of 6 additional stories. The required minimum open space is 10% of the net lot area, which is calculated at 1,952 SF. Due to the land use designation, residential uses shall be permitted, except that developments with more than fifty (50) residential units shall provide a minimum of ten (10) square feet of retail space for each residential unit on the Development Site. The Floor Area Ratio is not limited.

d. The Development Site is subject to the applicable NCUAD Street Types compliance requirements in accordance with Chapter 33 of the Miami-Dade County Code.

e. Should the property be developed under the Senate Bill 102 "Live Local Act", the maximum density of the property is up to 250 units per acre with building heights limited to the maximum allowed height within 1-mile from the Development Site. The Developer must commit at least 40% of the units, for a period of 30 years, as affordable as defined in Section 420.0004 of the Florida Statutes.

f. The Development Site is provided as-is. The Developer will be responsible for clearing & grubbing the Development Site in preparation for development.

g. The County reserves the right to exclude existing or proposed streets, sidewalks and easements from the Development Site.

h. Due to the proximity of Development Site to the Metrorail, certain conditions exist that may affect the Development Site. The proximity of the Metrorail is critical to this Site. The Developer will be required to take reasonable measures to minimize any damages and disruptions that may occur as a result of Site development and the Developer shall hold harmless the County for any costs, losses, injuries or damages resulting from elevated noise levels and particles or sediments caused by development of the site. Furthermore, the development shall be in compliance with all required horizontal clearances by DTPW to protect the Metrorail structural integrity. A survey of this Site is provided in this Solicitation under Attachment A- Boundary Survey.

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i. The Solicitation does not grant any rights to name or rename any County-owned or operated facility, property, or system. The County may, in its sole discretion, consider granting such rights, and any changed approved by the County will be included on the Development and Lease Agreements.

2.4 Developer's Key Tasks

The Developer shall perform the following key tasks:

a. Identify, secure, and obtain funding for the Project, for all phases of the development and operation, from any available funding sources as indicated herein and as otherwise determined by the Developer, including identifying and addressing any funding gaps.

b. Plan, design, expedite and obtain all approvals and permits, demolish, develop, construct, maintain, and operate the Project in accordance with the Agreement, and in compliance with all applicable Federal, State, and Local laws and regulations.

c. Prevent unauthorized occupancy or use of vacated or newly constructed structures at the Development Site, in compliance with all applicable Federal and State laws. This shall include providing adequate security at the Development Site as applicable.

d. Manage and operate the Development Site throughout all phases of the Project in a manner that promotes resident and community safety, including implementation of CPTED best practices, law enforcement, HCD, and other applicable agencies; and providing adequate staff for maintenance and operation.

2.5 Deliverables

The Developer shall provide to HCD, in a timely manner, all plans, reports, information, pro formas, financial analysis, and other documentation required for the redevelopment of the Development Site and operation of the Project. All financial models and analyses shall be provided in accessible Excel file format with unlocked cells along with any supporting documents, or any resource required for the development and operation of the Development Site and/or as required by HCD. Refer to the Development and Lease Agreements for additional requirements pertaining to deliverables.

2.6 Projected Development Schedule

The Developer shall comply with the development schedule approved by the County for the Project that establishes and governs all major milestones of development including: negotiations, site plan approval, re-zoning (if applicable), design and construction documents, building permit approvals, financial closing, construction, marketing and lease-up.

The development schedule, including milestone deadlines and any applicable remedies or consequence for failure to meet required milestones, such as liquidated damages, will be incorporated into the Development and Lease Agreements. The Developer shall manage and coordinate all activities necessary to achieve timely completion of each phase of the Project in accordance with the approved schedule. The Developer shall promptly notify the County of any circumstances that may materially affect the Project schedule and shall take commercially reasonable actions to mitigate delays and maintain compliance with the development schedule.

2.7 Design and Development Guidelines

a. The Developer shall design and develop the Project in compliance with all applicable Federal, State, and County laws, ordinances, codes, regulations, and requirements, including, but not limited to, the Florida Building Code, Miami-Dade County Code, zoning and land development regulations, the requirements of the Development Agreement. See Development Agreement Article 22.

b. The Project shall be designed to be visually appealing, welcoming, and compatible with the entire community. The Project design shall avoid features that are offensive, include elements that can be determined to be obscene, annoying, degrading, distasteful, hideous, unpleasant, or hateful. The architectural design features must be a

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priority and include a focus on the following which shall include, but not be limited to: 1) pedestrian safety, sufficient lighting and available open space; 2) clear and distinct pedestrian and vehicular entrances and egress; 3) residential unit arrangements that are protected from surrounding traffic noise and lights; and 4) architectural creativity that enhances the neighborhood.

c. The County reserves the right to require modification of design elements and of any element of the Project. Such modifications can be to the façade, shape, and/or the interior space of any building included in the Project, as well as any community features/amenities. Modifications to designs will be done in collaboration with HCD, and the County reserves the right to not approve modifications. All final designs require HCD approval.

2.8 Environmental

The Developer shall perform all environmental due diligence, including conducting environmental site analysis and obtaining Environmental Site Assessment (ESA) reports where such reports were not provided by the County. The Developer shall bear all costs associated with any environmental assessments/testing, and source removal, as required by Miami-Dade County Regulatory and Economic Resources (RER) / Department of Environmental Management (DERM). The Developer shall submit all ESA reports and related environmental documentation prepared by the Developer to DERM for review and approval.

2.9 County Programs

Refer to the Development Agreement for County Programs and requirements including:

a. Article 22 Laws and Ordinances, Section 22.9 regarding the Sustainable Buildings Program and Sea Level Rise and Heat Resilience.
b. Article 22, Section 22.5 regarding Art in Public Places for provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs.

2.10 Budget/Funding

The Developer shall not assume County funding sources will be available as a source of Project financing as such funding may not be available. The Developer shall pursue and identify all other available funding sources as part of its financing approach. However, the County reserves the right to make County funding available which may be considered as gap financing, as appropriate.

2.11 Land Ownership, Land Use, and Property Management

The County shall retain the ownership fee of the Development Site. The Development Site will be leased to the Developer under the Lease Agreement. Management agreements and processes for the completed projects will be subject to review, approval, and oversight by HCD. Any homeownership components will need to consider the County's fee ownership of the land. Refer to the Development Agreement, Article 17 for Mortgages, Transfers, Transfer of Tenant's Interest, New Lease and Lease in Reversion.

2.12 Payments to the County

The Developer shall pay to the County for the use of the Development Site, for the County's participation in the development process, and for the value of the land as components of the project, through commitments to provide the County with portions of different revenue and income streams, including revenue streams resulting from the portions of the Project built on any privately-owned site, as applicable.

In the event that a Proposer proposes to convey a privately-owned site(s) to the County at no cost to the County, such Proposer may propose equitable reductions to any of the below revenue and income streams to account for the value of the site(s) being conveyed to the County. The value of the conveyed site(s) shall be reflected in Form 1 under Other Payments. Said conveyance shall be valued on a fair market basis in accordance with the existing land use and zoning entitlements of the privately-owned site.

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The forms of financial participation for the County are noted below.

1) Lump Sum Ground Lease payment
The Developer shall pay to the County a Lump Sum Ground Lease Payment (capitalized lease payment per unit) for the use of the proposed Project Site. Such Lump Sum Ground Lease Payment shall be received by the County from the selected developer at Financial Closing date.

2) Share of Revenues/ Net Cash Flow
After stabilization period (defined as approximately one year after issuance of Certificate of Occupancy) and through the termination date of the Lease Agreement, the Developer shall pay to the County a share of revenues/ net cash flow in accordance with the Lease and Development Agreement. This shall apply to revenues from all components of the Project. No payments under these provisions shall be considered payments due on any lessor promissory notes, purchase money mortgages, or other liens, where the lender, mortgagee or lien holder is the County. Payments made pursuant to any of these obligations shall not be used as credit against any revenue due to the County (e.g., developer fees, rent, etc.) under the Lease and Development Agreement. Lessor's promissory note/purchase money mortgage will be made only at the discretion of the lessor (i.e., the County) and shall not be assumed to be part of the Developer's financial pro forma or capital stack/sources and use projection.

3) Percentage of Developer Fees
The Developer shall pay to the County a percentage of developer fees at a minimum of thirty percent (30%) of developer fees in accordance with the Development Agreement.

4) Residual Participation
The Developer shall pay to the County a share of net proceeds from capital events such as refinance, resyndication, cash-out or sale of the Project ("Residual Participation"). Such payments shall be made to the County upon the occurrence of each applicable capital event in accordance with the Lease and Development Agreements.

5) Other Payments
The Developer will pay any proposed additional revenue and income streams payable to the County in connection with the proposed Project, including, but not limited to, annual asset management fees, annual phase rent payments, stabilization fees, participation in additional cash flow, or other recurring or one-time payments.

If the Developer proposes to convey privately owned land to the County as part of the Development, the fair market value of such land, as determined above, shall be included under this section. The Developer shall identify the specific revenue or income stream(s) under items 1, 2, and/or 3 listed above that are proposed to be reduced to account for the value of the land being conveyed. The total value of the proposed reduction shall not exceed the fair market value of the privately owned land conveyed to the County.

The Developer is required to pay $3,000 per month for the Davis-Bacon Compliance Review fee during all phases of construction of the Project Site.

2.13 General Contractor and Bonding Requirements

In addition to services required for architectural/engineering, financial, legal, property management, transfer/relocation, zoning and any other required services to fully implement the required redevelopment, the Developer, subject to HCD and DTPW approval, shall procure a general contractor that has the experience, bonding and Insurance capacity to build the Project.

The Developer shall provide the County with Payment and Performance Bonds, as detailed in the Development

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Agreement under Article 1, Section 1.5 Performance and Payment Bonds.

2.14 Real Property Taxes and Charges

As County-owned property, the Development Site is currently not subject to real estate taxes, except to the extent the Development Site consists of privately-owned real estate property. However, such tax exemption may not be available during or after completion of any development project by the Developer. It is the responsibility of the Developer, in conjunction with its legal counsel, to determine any and all tax consequences which may arise due to the Developer developing the Project. The County makes no representations or warranties as to the continued availability of any exemption or tax benefit, or to the Developer receiving any such exemption or benefit.

2.15 Safety Standards and Regulations

The Developer shall comply with the Occupational Safety and Health Administration (OSHA) and the Miami-Dade Transit Construction Safety Manual requirements, Federal, State, and County regulations, and County safety procedures as further detailed in the Development Agreement.

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