

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No. RFP889
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<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other
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LIVING WAGE APPLIES: YES NO

Requisition/Project No: RFP No. 00201

TERM OF CONTRACT: 30 year with 2-30 year options-to-renew

Requisition/Project Title:- TRANSIT ORIENTED DEVELOPMENT AT NW 215 STREET AND NW 27 AVENUE

Description: Development of land site at NW 215 Street for Transit Department

User Department(s): Transit

Issuing Department: ISD

Contact Person: Kristina Guillen

Phone: 305-375-3248

Estimated Cost: \$5.5M and Revenue Generating

Funding Source: State Grant/ Proposer Funds

REVENUE GENERATING: Yes

ANALYSIS

Commodity/Service No: 92561; 90656; 98852; 98846	SIC:
Trade/Commodity/Service Opportunities	
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History	
EXISTING	2ND YEAR
3RD YEAR	
Contractor:	
Small Business Enterprise:	
Contract Value:	
Comments:	
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No	

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: *Kristina Guillen*

Date to SBD: March 26, 2015

Date Returned to DPM: _____

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TRANSIT ORIENTED DEVELOPMENT AT NW 215 STREET AND NW 27 AVENUE MIAMI, FLORIDA

Scope of Services

2.1 Introduction

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Transit ("MDT") Department and the Internal Services Department ("ISD"), is soliciting proposals from interested developers for development of certain county-owned property, located south of the Florida Turnpike (Homestead Extension), and adjacent to N.W. 27th Avenue, in the City of Miami Gardens (Property Folio No.: 34-1433-003-0010).

The County will accept proposals from experienced developers with a proven track record for undertaking and successfully completing commercial and/or mixed-use developments. Previous experience in successfully completing commercial and/or mixed-use developments will be a factor in the evaluation of the proposals. The proposer must have the authority to submit the proposal, and bind the Proposer through execution of a Ground Lease and other agreement(s). The County will only award a Ground Lease under this Solicitation to the legal entity that submits the proposal.

The proposed development must include the following elements:

- A. A Transit Hub which shall include, but not be limited to, the following features:
- 1) A minimum of eight Sawtooth Bus Bays with four of the bays being able to accommodate sixty-foot articulated buses and the remaining four bays able to accommodate forty-foot conventional buses.
 - 2) A bus layover area able to accommodate a minimum of two sixty-foot articulated buses.
 - 3) A park and ride facility with a minimum of 350 parking spaces.
 - 4) A kiss and ride (drop-off and pick-up) area.
 - 5) A Transit Terminal to include a building with a waiting room, space for an office, wiring for CCTV and transit vending machines, and a comfort station for bus operators.

The Transit Hub including the bus bays and layover area may be incorporated completely or partially into a building or structure on the Site.

The design of the Transit Hub component must be sufficiently flexible to accommodate evolving transit requirements including the possibility of the expansion of the Metrorail System along the NW 27 Avenue corridor and construction of a Metrorail station on or near the Site. The Selected Proposer will be required to design and construct the Transit Hub; however, the County will provide funding for this component as described in Section 2.10 of this Request for Proposals (RFP). The Transit Hub is the anchor of the NW 27th Avenue Enhanced Bus Project and other MDT and Broward County Bus routes. MDT will provide additional project requirements such as real time bus information, ticket vending machines (TVM) requirements, communication requirements signage requirements, bus station branding requirements and other system related requirement during final negotiation with the selected proposer.

- B. A commercial and/or mixed use development shall offer development of the Site to its highest and best economic use. The development shall provide a pedestrian friendly (walkable) environment which incorporates the Transit Hub, provides amenities to the surrounding community and to Transit Patrons, and includes a variety of uses such as hotel, office, and retail space. **The proposed development shall not include any type of residential**

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component. The commercial and/or mixed use component of the development will be completed entirely at the expense of the Selected Proposer. No public funding of any kind will be made available for this component of the development.

C. A public open-air plaza must be incorporated into the development, be readily visible and accessible to residents of the surrounding community as well as to patrons of the development, and the Transit Hub. It must contain a minimum of 38,000 square feet of area, provide convenient, shaded seating areas, be attractively landscaped and provide an inviting environment that encourages the use of the public plaza by community residents, as well as patrons of the development and the Transit Hub.

The development component defined as "a public open-air plaza" is required to comply with the Miami-Dade Public Art Ordinance in accordance with Section 2.11.15 of the Miami-Dade County Code (Appendix F) In compliance with the Art in Public Places program (APP), the Developer shall set aside and transfer to APP a minimum contribution of 1.5% of the total costs of design and construction of the public open-air plaza for the commissioning of a work of art to be sited at this specific public space. The Developer is encouraged to contact the Miami-Dade Department of Cultural Affairs to learn more about the potential opportunities and benefits of an early collaboration in achieving program compliance (Refer to Exhibit I for a Guide to Art in Public Places and APP Contact Information) . Design of the public open-air plaza and the proposed use of APP funds in providing innovative amenities for the plaza shall be included in the Proposer's proposal, and will be evaluated as part of the proposal evaluation criteria.

Exhibit 1 includes the following list of documents:

1. Miami-Dade Art in Public Places Ordinance
2. A Guide to Art in Public Places
3. Standard Coordination Language for inclusion in A/E, CM, and Development contracts
4. Link to the Miami-Dade Art in Public Places website: www.miamidadepublicart.org

2.2 Project Objectives

The County's objectives in offering the Site for development are:

a.) The Development Project shall be designed to help address the critical goal of creating a multi-use commercial corridor or hub, which successfully fosters businesses while enhancing transit system operation and passenger requirements, and catalyze private sector investments, promote job creation, and serve the needs and interests of the surrounding community.

b.) To ensure the Development Project and the Transit Hub includes structures of the highest construction quality and standards, and provide state-of-the-art "green building" features so that the improvements meet or exceed the sustainability requirements for the Leadership in Energy and Environmental Design ("LEED"), at least the silver level category.

c.) To enhance the potential benefit to the surrounding community in a variety of ways, including, but not limited to, linking workers to employment centers, creating construction and maintenance jobs, providing a renewed interest in social vitality and expression, and encouraging investment in the area.

d.) To have the Development Project address any existing environmental challenges, and to create an area that is safe, ecologically responsible, functional, and attractive.

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e.) Design the Development Project to increase density and stimulate activity around the Park & Ride component of the Project, which will promote increased patronage of the MDT transit (bus) system. Proposers should creatively consider the possibility of a Metrorail (train) station being placed on, or near the proximity of the Site, along N.W. 27th Avenue. As a result, proposals should include thoughtful ways of how a Metrorail station or landing or overpass can be effectively incorporated into the Site.

f.) Include in the design of the Development Project an open space component (an open air plaza) for the benefit of the neighborhood residents, particularly since the Development Project will significantly reduce the amount of open space currently in the neighborhood

g.) Provide a long-term source of income for the County.

2.3 Project Milestones for Transit Hub

The Selected Proposer acknowledges and agrees to perform the "milestones" below within the prescribed time periods, and such time periods shall not be altered without the prior written permission of the County, specifically the County Mayor, or the Mayor's designee.

The Selected Proposer shall undertake its Development Project with the understanding that notwithstanding anything to the contrary in this Solicitation, or any subsequent Ground Lease, that should the Selected Proposer fail to timely meet any or all of the milestones listed below, such failure shall be deemed an event of default, and the Ground Lease, and any other ancillary agreement and/or documentation related to the Ground Lease and/or this Solicitation shall be subject to termination at the sole discretion of the County.

- 1.) The Selected Proposer shall submit sixty (60%) percent design plans of the Transit Hub to the County for review and approval by December 1, 2016.
- 2.) The Selected Proposer shall commence with construction of the Transit Hub no later than October 3, 2016.
- 3.) The Selected Proposer shall have substantially completed the construction of the Transit Hub no later than June 30, 2019.
- 4.) A portion of the development of the Site may continue after substantial completion of the Transit Hub. However, the Selected Proposer's construction can not interfere with the safe and efficient operation of the Transit Hub.

The Selected Proposer further acknowledges and agrees, as stated above, that failure to meet any and all of the aforementioned milestones shall be an event of default, and the County shall have the sole and absolute right to terminate any Ground Lease that it has with the Selected Proposer resulting from this Solicitation. Upon any termination of the Ground Lease, the County shall immediately re-take possession of the entire Site. Further, any and all plans and documentation pertaining to the design of the Transit Hub shall automatically become the sole property of the County, and shall be immediately delivered to the County, for the County to construct the Transit Hub, with no financial or other obligation to the Selected Proposer. The dates above are based on providing a NTP to the developer by December 5, 2014.

2.4 Development Team

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The Selected Proposer shall assemble a Development Team that includes the professional, technical and construction entities, etc. required to design, finance, construct, market, and manage the Development Project for the Site. The Development Team shall include, but not be limited to, members with significant expertise in building and managing complex commercial development projects.

The Selected Proposer is expected, as necessary, to augment the Development Team to include the requisite skills and capabilities to complete the Development Project using competitive procurement processes. Such processes must meet the requirements of any funding received from the federal government or otherwise the requirements of the County.

The Selected Proposer shall provide for the ongoing management of the Site after the Development Project is completed. At the discretion of the Selected Proposer, on-going Site management may be performed by a for-profit or a non-profit operator.

2.5 The Site

The Site is located within the City of Miami Gardens, across the street from Calder Casino and Race course, between N.W. 27th Avenue and N.W. 29th Avenue, and adjacent to the Florida Turnpike (Homestead Extension). See an illustration of the Site, Exhibit A. The Site is a combination of two (2) parcels of land, separated by an unimproved road, that together create an irregular shape of developable land, which, to the west, is in part, separated by land owned by third-party individuals. The Site is approximately 13.86 acres (based upon information from Boundary Survey dated 10/5/2010). The Site provides significant frontage along N.W. 27th Avenue, a high traffic volume roadway, which travels from Miami-Dade County into Broward County. The current zoning for the Site is R-15-Multifamily, and the land use designation is: Commerce.

For additional and up-to-date information about the Site, the surrounding neighborhood and/or community, and/or the City of Miami Gardens, please visit the City of Miami Gardens Planning Department and/or the City of Miami Gardens website at: www.miamigardens-fl.gov.

2.6 Ground Lease and Development Agreement

The Site will be leased to the Selected Proposer under a long-term Ground Lease in "as-is" "where-is" condition. The rental rate is negotiable, but the initial rental rate is expected to be paid prior to and during the construction phase of the Development Project, and then a graduated increase of the rental rate after the Selected Proposer has secured the Certificate of Completion or Certificate of Occupancy (whichever first occurs) for the Development Project. The Site's lease term will be negotiated; however, in no instance shall the term exceed ninety-nine (99) years.

The County reserves the right to determine the form of the Ground Lease. A Development Agreement shall also be negotiated between the County and the Selected Proposer. Fee simple title ownership of the Site shall remain in the name of the County.

2.7 Project Construction

The construction phase of the Project shall be completed in accordance with the Development Agreement, along with any and all applicable rules, regulations, ordinances and standards required by the City of Miami Gardens, and the County, and/or any other applicable regulatory agency or entity. The Selected Proposer shall obtain, at its sole cost and expense, certified, experienced, and reputable architectural and engineering services, and construction services including, but not limited to, a General Contractor, Project Manager, and subcontractors, and such services will need

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to be secured, at the Selected Proposer's sole cost and expense, and in accordance with the County's rules and regulations, including, but not limited to, the County's Community Business Enterprise Program and the Community Small Business Enterprise Program.

The Selected Proposer shall, at its sole cost and expense, secure any and all licenses, permits, and other governmental approvals required to construct and maintain the Development Project, along with any and all insurances and any required payment and performance bond(s).

Funding for the Transit Hub is identified and explained under section 2.10, Financing. The funding is an allowable maximum that can be used for the Transit Hub design and construction. Any development cost for the Transit Hub that exceeds the approved funding shall be at the sole cost and expense of the Selected Proposer. The County will review and evaluate the Proposer's development plans for the Transit Hub. The cost to develop the Transit Hub will also be evaluated. While the County has allowed the funding identified in Section 2.10 for development of the Transit Hub, development plans that make the best use of the funding or identify cost savings will be viewed more favorably in the evaluation process, and will be eligible to receive more points from the evaluation committee.

No construction will commence on the Site until the Selected Proposer has obtained all required insurances, payment and performance bonds, licenses, approvals, and permits from any and all appropriate entities, agencies, and/or jurisdictions.

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

2.8 Design Guidelines

The Selected Proposer shall conform to the design guidelines outlined by the Florida Building Code, City of Miami Gardens, Miami-Dade County, the Florida Department of Transportation ("FDOT") Transit Facilities Guidelines, the Rapid Transit System Extensions Compendium of Design Criteria (as revised or amended), the requirements imposed by this Solicitation, and all other applicable laws and regulations, which are either now in existence, and/or which may later be enacted or otherwise come into existence. To download the Accessing Transit Design Handbook, please use the following link: <http://www.dot.state.fl.us/Pages/NewTransitFacilitiesDesign.shtm>.

The Rapid Transit System Extensions Compendium of Design Criteria, attached to this Solicitation, marked as Exhibit B, and incorporated herein by this reference, establishes the fundamental criteria and standards for the design of any and all elements related to the transit facilities, including, but not limited to streets, pedestrian facilities, parking lots, parking structures, driveways, lighting, electrical power and subsystem, security systems, and bus bays. Moreover, the Rapid Transit System Extensions Compendium of Design Criteria provides a comprehensive architectural and aesthetic design concept that is intended to present a unified transit system that is not only attractive, and timeless in its identity, but which is also functional for its operation. The requirements and standardized configurations found in the Rapid Transit System Extensions Compendium of Design Criteria must be followed by each and every Proposer and the Selected Proposer.

Regarding design guidelines, in 2011, the County, through its Urban Design Center, performed a substantial amount of background work and analysis pertaining to the Site. That background work included a substantial public outreach campaign and workshop, where residents, stakeholders, officials from the City of Miami Gardens, and staff from County departments, and agencies participated in a series of meetings held to address the issues and concerns

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surrounding the future development of the Site, and to build a consensus for the community's vision for the Site. The final product from the background work is a detailed report entitled: Land Use Planning & Transit Study (of N.W. 215th Street and N.W. 27th Avenue), which provides a comprehensive framework for the Site, including urban design recommendations, land use and zoning requirements, infrastructure analysis, a market and demographic study, and two (2) conceptual master plans for the Site. The two (2) conceptual master plans provide ideas and recommendations regarding where various uses could be situated on the Site, and all in an effort to better help the Proposer understand the requirements and limitations of the Site, as well as to appreciate the issues brought forth by the workshop participants. The conceptual master plans illustrate how the urban design guidelines and principles can be incorporated into the Development Project. The plans also create a framework for a Transit Oriented Development project on the Site, and how it may be a unique and successful destination. A copy of the Land Use Planning & Transit Study for the Site is attached hereto and marked as Exhibit C. The conceptual master plans that are included in the Land Use Planning & Transit Study are intended to offer ideas and/or options on how the County's urban design guidelines and principles can be incorporated into the Site, and to present viable ideas as to how the Site can be developed by the Selected Proposer. The conceptual master plans do not require how the Site shall be developed or otherwise situated for the Development Project. The Selected Proposer will be required to consult with FDOT to determine the appropriate location(s) for ingress and egress to and from the Site. The Selected Proposer will be bound only by its approved proposal, including any approval from FDOT, and the zoning and land use requirements on the Site.

In light of the foregoing, the Proposer shall present a Development Project, along with a preliminary site plan, that takes into account the following information and requirements.

- A. The Development Project must be visually appealing and welcoming to the entire community. The design features must be a priority and include, but are not limited to the following:
1. Pedestrian and Transit patron safety, with sufficient street and sidewalk amenities including lighting and signage; and
 2. Mixed-use commercial development project, which incorporates uses such as office, retail, hotel, institutional, and governmental (note, no residential component); and
 3. State-of-the-art "green building" features so that the improvements meet or exceed the sustainability requirements for the Leadership in Energy and Environmental Design ("LEED") silver level category; and
 4. A combination of surface and/or structured parking on the Site to accommodate all of the various proposed uses, including all necessary public parking along with the required Park & Ride component (consisting of a minimum of 350 parking spaces) for solely Transit Patrons; and
 5. A minimum of eight (8) Sawtooth Bus Bays (four (4) for articulated buses, and four (4) for standard buses) and two (2) layover bus bays, with ample layers of buffering separating the Site from the surrounding neighborhood; and
 6. A Transit Terminal, which may be incorporated into any other building/structure on the Site, so long as the distance from the Transit Terminal is in close proximity to the MDT designated parking spaces; and
 7. Concrete pavement for all bus areas, in accordance with the County's (MDT's) requirements, and

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8. Full and continuous canopied cover for passenger waiting areas at the bus bays; and
 9. Public open space for the nearby residents of the neighborhood and community, additionally, as well as for the use by employees and patrons of the future mixed-use development project.
- B. Open air Plaza for residents of the surrounding neighborhood and community, as well as for any employees and patrons of the mixed-use development project, space shall comply with the City of Miami Gardens requirements for such open space.
- C. Based upon the background work performed by the County's Urban Design Center, along with the anticipated needs of MDT, the County was able to determine additional requirements and restrictions that must be addressed by the Proposer in the proposal. Those requirements and restrictions are the following:
1. The Sawtooth Bus Bays on the Site must have sufficient buffering separating the area of the bus bays that is adequately designed to reduce visual and aural impacts on the nearby residential community.
 2. The Development Project must anticipate the addition of a train station, for an elevated fixed guideway system being added to or near the Site, or in an area in close proximity to the Site. The availability of adjacent pedestrian ingress, egress to and from the train station from the parking lot or parking structure must be considered by the Proposer/Selected Proposer. Further, the County, without cost or expense, shall have a permanent and perpetual right of occupancy, and non-exclusive right of ingress, egress and passageway in, over, under, through and across the Site which shall be necessary or desirable, as determined by the County, for the construction and presence of the train station, and any ancillary entrance, exit and passageway for persons and vehicles, to and from the train station and the parking area(s), regardless of whether or not the future location of the train station, and/or any and all entrances, exits and passageways to be used in exercising such right for the train station shall be as set forth in the Selected Proposer's plans and specifications, or otherwise shown or contemplated in the Development Project.
 3. The Development Project must contain sufficient landscaping between the Development Project and the existing residential areas to serve as a wide and effective buffer against noise and the future activities occurring on the Site.
- D. Miami-Dade Art in Public Places Program (APP): The project shall be subject to the provisions set forth pursuant to Section 2.11.15 of the Miami-Dade County Code (the "Code"), which provisions are incorporated herein by reference. The Basic Services to be provided by the successful respondent A&E of record (A&E) and or Construction Manager (CM) shall extend to include Art in Public Places ("APP") as more particularly described below:

In performance of the Services the A&E/CM shall be responsible for all coordination related to the implementation of the Art in Public Places program at the Project and coordination, by definition, shall include the A&E, CM, and the A&E/CM's designate representatives, as appropriate, from the Architectural and Engineering teams, other consultants and the Contractor to facilitate the design and construction of the Art Scope in regards to the construction project.

The A&E/CM shall confer with the APP Representative in order to develop a concept for art appropriate to the Project and the Site. The Director of the Department of Cultural Affairs shall approve the final concept and location of the Art. The APP Trust shall make final determination of the artist or artists (the "Artist," collectively) upon recommendation of

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the APP Professional Advisory Committee ("PAC"). The A&E/CM is expected to attend all meetings related to the implementation of the APP Program including, but not limited to:

- 1) APP orientation meeting(s) with staff to discuss and determine the scope of the APP program as related to the Project; and
- 2) PAC meetings, including one during the Artist pre-selection phase and one during the Artist Proposal Review and recommendation phase.

APP Program Intent: APP is committed to the collaboration of the Artist with the selected A&E/CM for the Project, other County authorities overseeing the management of the Project (where applicable), and the end-user (where applicable); all as required to fulfill its obligations under the APP Master Plan & Implementation Guidelines to promote the successful integration of the artwork and the Site. Collaborative efforts shall, by definition, include the Artist as a member of the Design Team and the continuous and proactive involvement of the A&E/CM and his designees, the Artist, and APP staff during all phases of the Project development, all as required to ensuring that the requisites of form and function, with respect to both the building architecture and Art, are satisfied and do not conflict with one another.

APP staff will be involved in all aspects of administering the Art selection and the implementation process and will make themselves available to render assistance to the A&E/CM as may be required to facilitate the integration of Art in the Project and Site, including but not limited to providing expert advice on matters intrinsic to the public art processes.

Coordination of APP Construction Documents Development: In consultation with APP and the Artist, the A&E/CM shall make all the necessary provisions and coordinate the development and/or incorporation of the Art Scope of Work ("Art Scope"), including any architectural/engineering details and/or specifications into the Building Contract Documents for the Project, irrespective of whether developed by the A&E/CM or provided by the Artist own forces. The A&E/CM shall coordinate and/or develop the design of elements necessary for the Art Scope such as anchorage, electrical, and plumbing systems, or other utility installations and/or connections that represent ancillary elements to the Art, in a manner consistent with the APP Intent.

Prior to the construction contract award, the A&E/CM shall provide technical support, including but not limited to assisting the Artist in the development of preliminary and final construction estimates for the ancillary infrastructure work described above that is to become part of the Base Building Construction package. The A&E/CM shall itemize and assign building construction unit costs for work that is mutually agreed among A&E of record, CM, Artist, and APP to be consequential to the Art. The estimate of "Probable Construction Costs" will include any impacts to the building architecture ("Art Impact" or "Debit") as well as any "descoping" to the building architecture due to assimilation within the Art Scope ("Building Credit"). The unit cost estimates described above may be used by APP to negotiate with the CM any reimbursement due to either the Project from the Art Fund or to the Art Fund from the Project as an aggregate to the APP 1.5% contribution.

APP Construction Coordination: The A&E/CM shall coordinate the review and comment (as may be applicable) of shop drawings developed by the Trade Contractors that incorporate elements intrinsic to the Art, and any shop drawings or engineering documents developed by the Artist for compliance with the Building Construction Documents. The A&E/CM shall assist the Artist in securing building permits as applicable to implementation of the Art (Artist to pay for all costs associated with permitting of the Art Scope). The CM shall provide input on recommended construction procedures/approach and shall coordinate the installation of the Art with the Artist during the construction and shall assist the Artist and APP in the resolution of issues pertaining to construction coordination for the Art. The A&E/CM shall periodically monitor the progress of construction and inspect, along with the Artist and APP Representative, work by the Artist own forces and Project Trade Contractors for compliance with the Contract

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Documents.

2.9 Zoning and Land Use

The Site is located within the boundaries of the City of Miami Gardens, and therefore it is subject to the zoning and development restrictions imposed and enforced by the City of Miami Gardens. According to the City of Miami Gardens' zoning code, the Site is currently zoned R-15-Multifamily. Further, the future land use designation for the Site is: Commerce. The foregoing information regarding zoning and land use is provided for convenience and for informational purposes only and shall not be relied upon by the Proposer. It is strongly recommended that the Proposer contact the City of Miami Gardens zoning department to determine the current zoning and land use regulations, as well as any specific development restrictions for the Site.

Zoning changes and/or changes to the Comprehensive Master Development Plan, may be included as part of the proposal. It must be clearly indicated in the proposal that the proposed Development Project is not in conformance with the currently zoning, and why the Proposer reasonably believes that such a zoning change, zoning variance, and/or comprehensive development master plan amendment would be received favorably by the municipality, and the likelihood of it being readily approved.

2.10 Financing

The Selected Proposer shall secure all necessary financing that is not provided to the Development Project as a direct result of this Solicitation. Further, the Selected Proposer is also solely responsible for any and all licenses, authorizations, and/or permits needed prior to, during, and/or after construction of the Development Project. Note: The Selected Proposer shall submit a term sheet and a letter of intent (or a commitment letter) from a lender indicating its willingness to lend an amount necessary for construction financing of the Development Project and/or other financing documents within six (6) months of executing the Ground Lease and/or Development Agreement, indicating that the Selected Proposer has obtained, or has identified and is expected to obtain, sufficient funding to commence and complete the Development Project, within the agreed upon time period as stated in the Ground Lease and the Development Agreement.

Should the Selected Proposer fail, for any reason whatsoever, to secure or maintain adequate financing for the Development Project as approved by the County, as amended or described in the proposal submitted in response to this Solicitation, the County shall be free to seek another Developer for the Development Project, and in doing so, terminate the Ground Lease and/or the Development Agreement. In this instance, the Selected Proposer shall be responsible to pay the County an administrative fee. Such administrative fee shall include, but may not be limited to, re-procurement costs identified by the County.

For the Development Project, the County has identified certain funding solely for the improvements on the Site that pertain to solely the Transit Hub. Such funding, which can only be used as described in this Solicitation, and payment shall be in the form of reimbursement financing (requiring the Selected Proposer to advance the costs for such improvements). For the Transit Hub, the County has identified grants that include the following requirements:

- A.) Grants up to \$5,622,314 – which may be utilized for any and all portions of the Transit Hub.

Funding for the Transit Hub shall become available as follows:

- 1) Up to 43.5% for the Park & Ride component only

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- 2) Up to 56.5% for the Transit Hub.

Additional funding restrictions:

Note: None of the funding above may be used for environmental remediation.

In addition, with specific regard to the aforementioned grant, the Selected Proposer shall keep and maintain a separate itemized accounting for any and all costs and/or expenses associated with the Transit Hub. Such accounting shall be consistent with the County's requirements to submit reimbursement requests with any and all appropriate supporting documentation. Funding identified in 1, and 2 above shall only be used for the portion of the Transit Hub as identified. Funding may not be mixed for portions of the Transit Hub.

Should the Selected Proposer elect to utilize New Market Tax Credits to finance all or a portion of the Development Project, the Selected Proposer must show how it will develop the Site if it is unable to timely secure New Markets Tax Credits within two (2) years from the execution of the Ground Lease.

Should the Selected Proposer desire to utilize special purpose financing, such as, but not limited to, Tax Increment Financing ("TIF") or funding through a Community Development District ("CDD"), then a detailed analysis regarding how such special purpose financing will be utilized, including the expected timing for approvals of such, and examples of how such financing is expected to work is necessary. Further, the Proposer shall describe in detail its experiences in utilizing such special purpose financing with examples of prior first-hand practice or involvement (any failure to describe prior experiences shall be deemed to mean that the candidate does not have any such experience). Should the Selected Proposer desire to utilize TIF, CDD, or similar special purpose financing, the request for establishing a Community Redevelopment Area for a TIF or a CDD, or if otherwise required, would be through the City of Miami Gardens.

2.11 Environmental Issues

In September of 2010, prior to the County purchasing the Site, the County directed a third-party entity, Cherokee Enterprises, Inc., to perform a Phase I Environmental Site Assessment of the Site. The Environmental Site Assessment was performed in an attempt to identify the presence of certain Recognized Environmental Conditions ("RECs") on the Site. According to Cherokee Enterprises, the American Society of Testing and Materials recognizes a REC to be "the presence or likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water on the property". For Cherokee Enterprises, a total of thirteen (13) RECs were identified as part of the investigation of the Site. Of the thirteen (13) RECs selected for investigation and evaluation, two (2) RECs were identified as potential environmental concerns for the Site. Based upon the sampling and testing performed on the Site by Cherokee Enterprises, it was determined that, at minimum, Arsenic concentrations exceeded the Groundwater Cleanup Target Level, and the Arsenic concentration in the sample collected from a monitoring well exceeded the Natural Attenuation Default Source Concentration level. A copy of the Phase I Environmental Site Assessment of the Site is attached hereto, marked as Exhibit D, and incorporated herein by this reference.

Further, the Site is located within a designated Brownfield area, known as the Carol City BFA brownfield area. According to the Florida Department of Environmental Protection ("FDEP"), brownfields are defined as an abandoned, idled, or underused industrial and commercial area or facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. The State of Florida maintains a program entitled *Florida's Brownfield Program*, which offers various incentives to clean up and redevelop a brownfield site. As a result,

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the Proposer is encouraged to contact the State of Florida to determine if any of the incentives offered through Florida's Brownfield Program are applicable to the Site.

The County will provide the Proposer any other environmental studies as of the date of award, if available. If necessary, the Proposer shall request and secure any required additional environmental reviews, pursuant to the requirements of the County's Department of Regulatory and Economic Resources, or any other applicable regulatory agency as they may pertain to the Site. The County will assist in the preparation and review of these assessments according to its obligations as a landlord or land owner under the Ground Lease and/or the Development Agreement. However, the Selected Proposer shall be solely and fully responsible for providing any and all information to any department, agency or governmental entity and paying the cost of any and all studies and analyses required for completion of these assessments, along with being solely responsible for all costs and expenses associated with any applying for or securing any and all licenses, permits, and/or other approvals. The Selected Proposer shall also be solely responsible for any environmental remediation or clean-up of the Site, if required. The County does not make or offer any representation or warranty, whatsoever, regarding the condition of the Site, or its suitability or sustainability for any particular use(s), including, but not limited to, the use(s) contemplated by this Solicitation.

2.12 Property Taxes

As County-owned property, the Site is currently not subject to real estate taxes (*ad valorem* taxes). However, the tax exemption may not be available during or after completion of the Development Project. The County makes no representation as to whether the Site shall continue to not be subject to taxes, fees, and/or assessments once the Site is leased to the Selected Proposer. It is the responsibility of the Selected Proposer to determine any and all tax consequences which may arise due to the Selected Proposer leasing and/or placing the development on County-owned land. Specifically, the County makes no representations or warranties as to the continued availability of any exemption, or tax benefit, or to the Selected Proposer's ability to receive any such exemption or benefit. Further, the Site may be subject to fees and/or impositions imposed by the Miami-Dade County School Board, and/or a taxing different entity, and the Selected Proposer shall be solely responsible for such fees, taxes, and/or other impositions.

2.13 Marketing and Leasing

The marketing for potential tenants and/or occupants of the Development Project is the sole responsibility of the Selected Proposer. In carrying out this responsibility, the Selected Proposer shall comply with the County's policies and marketing requirements, which are, or will later be, designed to ensure that all available leasable space is marketed and leased as widely and fairly as possible. The marketing and leasing of available space may be monitored by County staff to ensure compliance with these requirements, as well as to ensure that the County will receive the agreed upon rent in a timely manner.

- A. The Selected Proposer shall comply with all applicable federal, state, county, and local laws, orders and regulations ensuring compliance with any and all leasing methods and standards.
- B. The Selected Proposer shall, quarterly, provide the County with a record of leasing on the Site.

2.14 Selected Proposer's Responsibilities

The Selected Proposer shall be responsible for the following:

Preparation and submission of a site plan of the proposed development showing all structures to be located on or that will have an impact upon the Site.

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- A. Submission of a financial plan of action indicating how the Development Project will be funded.
- B. Submission of a site plan for the Development Project, which is in compliance with this Solicitation, the County's design requirements, and the Rapid Transit system Extensions Compendium of Design Criteria, as revised or amended (see Exhibit B).
- C. Submission of a project schedule delineating steps to complete timely development of the Site.
- D. At its sole cost and expense, applying for, obtaining and maintaining any and all permits and licenses and approvals, necessary prior to and/or after construction.
- E. Submission of a plan to mitigate any disruption to transit (bus) operations. The plan must be approved in writing by MDT prior to commencement of any work that could impact transit (bus) operations.
- F. Any additional environmental review, soil testing, and/or remediation on the Site. This shall be done at the sole expense of the Selected Proposer.
- G. Timely payment of rent to the County, both before and after construction of the Development Project.
- H. Payment of any and all taxes associated with the development of the Site, and all filing and/or recording fees and taxes associated with filing a lease memorandum, or any other document, and project financing.
- I. After project completion, payment of any other taxes or impositions, including, but not limited to, ad valorem real estate taxes, that may be associated with the Development Project and/or the Site.
- J. Submission of status reports to the County regarding the Development Project on a quarterly basis, or more frequently, if required by the County.
- K. Commencement and completion of the construction of the Development Project in a timely manner, including the open space requirement.
- L. Compliance with the County's Art in Public Places requirements pursuant to Section 2.11.15 of the Miami-Dade County Code.

2.15 Assurance of Completion

A. Pursuant to Chapter 255.05 of the *Florida Statutes*, the Selected Proposer and all its Subcontractors shall furnish an assurance of completion prior to the execution of any contract under this Solicitation. The Selected Proposer shall require each of its Subcontractors to ensure that such assurance covers both the Selected Proposer and the County. This assurance may be:

(i) A performance and payment bond in a penal sum of one hundred (100%) percent of the contract price; or, as may be required or permitted by Section 255.05, *Florida Statutes*, or as otherwise required by state law; or

(ii) A one hundred (100%) percent irrevocable letter of credit issued by a Florida-chartered bank or national bank operating in Florida may be acceptable in lieu of the aforementioned payment and performance bond; or

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(iii) A combination of an irrevocable letter of credit and a payment and performance bond, as agreed upon by the County and the Selected Proposer, which covers one hundred (100%) percent of the construction costs, as determined by the County.

B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government, and authorized to do business in Florida. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the *Federal Register*, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in the circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington D.C. 20226.

C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

D. Failure by the Selected Proposer and its subcontractors to obtain the required assurance of completion within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall render the Selected Proposer ineligible for award, or to the extent that an award has been issued then revocation of such award.

E. Execute and deliver to the County Certificates and Policies of Insurance prior to commencing any operations, which indicate the Selected Proposer has insurance coverage in the type, amount, and classifications as identified in both the Ground Lease and the Development Agreement.

F. The County may retain an ineligible Proposer's Proposal Guaranty/Bid Bond.

2.16 FDOT Approvals

This Solicitation is for the joint development of property purchased with County funds and the construction of a Transit Hub is with funds provided by the Florida Department of Transportation ("FDOT"). Accordingly, all proposals agreements resulting from this Solicitation must comply with the all FDOT requirements for a Transit Oriented Development project. Additionally, award of a Ground Lease agreement subsequent to this Solicitation will be subject to approval from the FDOT.

In addition, since N.W. 27th Avenue is a state-owned roadway, and due to the proximity of the northbound exit ramp off of the Florida Turnpike (Homestead Extension), FDOT must be consulted with regarding any ingress or egress, into or exiting from, the Site. It is the selected Developer's responsibility to obtain median opening approval FDOT as well as others. This median opening is a full access signalized intersection for the development entrance and exit. For any inquires to, or concerns regarding, FDOT possibly approving a Proposer's site plan, and/or any other questions or concerns during the course of this Solicitation, please direct all such inquiries and/or concerns, in writing, directly to FDOT.

Further, the County has determined that the Proposer will need to consider, and make appropriate plans for a proposed bus stop that may be constructed by the County, that will be located on the northern border of the Site. The proposed bus stop will be for express buses exiting the Homestead Extension of the Florida Turnpike ("HEFT"), and then traveling either along N.W. 27th Avenue, or re-entering onto the HEFT. Further, the proposed bus stop will be an in-line, canopied, bus station, which will run parallel to the northern boundary line of the Site (for an illustration of the proposed bus stop, see the conceptual site plan, which is attached hereto, marked as Exhibit H, and is incorporated herein by reference).

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2.17 Payments to the County

The Selected Proposer shall pay the County rent, which shall be from the period between the award and approval by the Board of County Commissioners to completion of the Development Project, as evidence by either a Certificate of Completion or Certificate of Occupancy (which occurs first), shall be known as the Initial Rent, and, thereafter, another rate of rent, beginning after the issuance of the Certificate of Completion or Certificate of Occupancy (which occurs first), which shall be known as the Guaranteed Rent (including periodic increases or fluctuations). The payments shall be provided as follows:

A. Initial Rent

The Selected Proposer shall pay the County rent (Initial Rent) for the period between the award and approval by the Board of County Commissioners and the date that the Selected Proposer is able to occupy any portion of the Development Project, due to the issuance of a Certificate of Completion or Certificate of Occupancy (whichever occurs first), as covered under the Ground Lease and/or the Development Agreement (Date of Beneficial Occupancy).

B. Guaranteed Rent

After the Date of Beneficial Occupancy and through the termination date of the Ground Lease, the Selected Proposer shall pay the County Guaranteed Rent, including any increases or fluctuations, in accordance with the terms of the Ground Lease.

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