

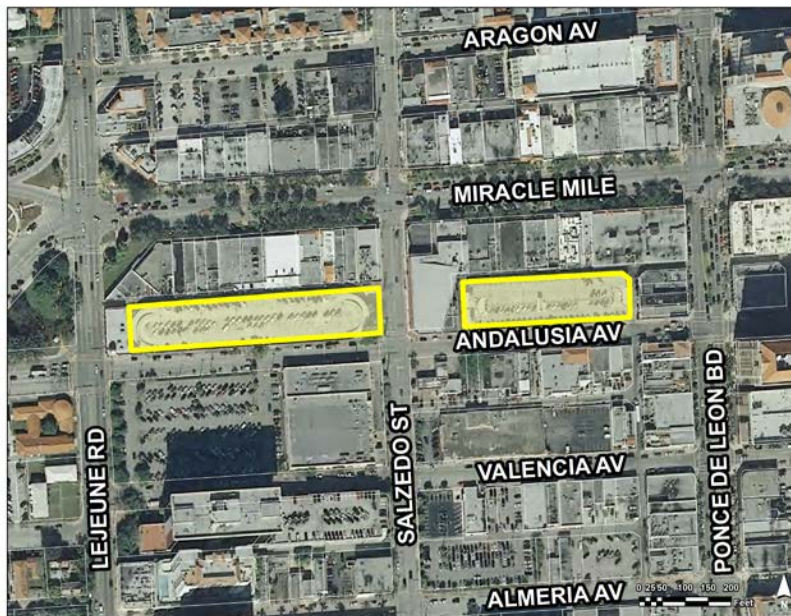
EXHIBIT A

**CORAL
GABLES**
THE CITY BEAUTIFUL

RFP No. _____

**REQUEST FOR PROPOSALS
STAGE I – QUALIFICATIONS AND CONCEPT**

**PRIVATE REDEVELOPMENT OF
CITY-OWNED PROPERTIES – GARAGES 1 AND 4
CENTRAL BUSINESS DISTRICT
CORAL GABLES, FLORIDA**



Date Issued: _____, _____, 2014

Proposals Due: 2:00 PM Thursday, _____, 2014

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PUBLIC NOTICE: REQUEST FOR DEVELOPMENT PROPOSALS

City of Coral Gables, Florida

The City of Coral Gables invites qualified developers to submit qualifications and preliminary development concept proposals for the redevelopment of two City-owned parking facilities in downtown Coral Gables, Florida – Municipal Garages 1 and 4 for development of potentially up to approximately 315,000 square feet of mixed-use, private development and a public parking facilities to be financed and constructed by the developer.

All proposals must be submitted in accordance with a two-stage Request for Development Proposals document which may be obtained from the Chief Procurement Officer, City of Coral Gables, via US Postal Service or other commercial carrier at 2800 SW 72nd Avenue, Miami, FL 33155, 305-460-5101, or mpounds@coralgables.com. This document contains detailed and specific information regarding the properties being offered for development, the City's goals, and the terms and process for the disposition.

A non-mandatory pre-proposal briefing session will be held at the Coral Gables Museum (285 Aragon Avenue), at __:00 PM, _____, _____, 2014.

Stage 1 proposals, comprising qualifications and preliminary development concept, will be received on or before 2:00 PM, _____, _____, 2014. Short-listed proposers will be invited to submit more detailed Stage II proposals.

I. OFFERING SUMMARY AND INTENT

The City of Coral Gables is extending invitations to qualified developers to submit qualifications and preliminary conceptual proposals for the redevelopment of two City-owned properties currently occupied by public parking facilities located in downtown Coral Gables.

Municipal Garage 1 has a site area of 34,941 square feet and Municipal Garage 4 has a site area of 55,000 square feet. Zoning would allow up to approximately 315,000 square feet of private development on the two sites, with the potential to transfer development rights between the parcels.

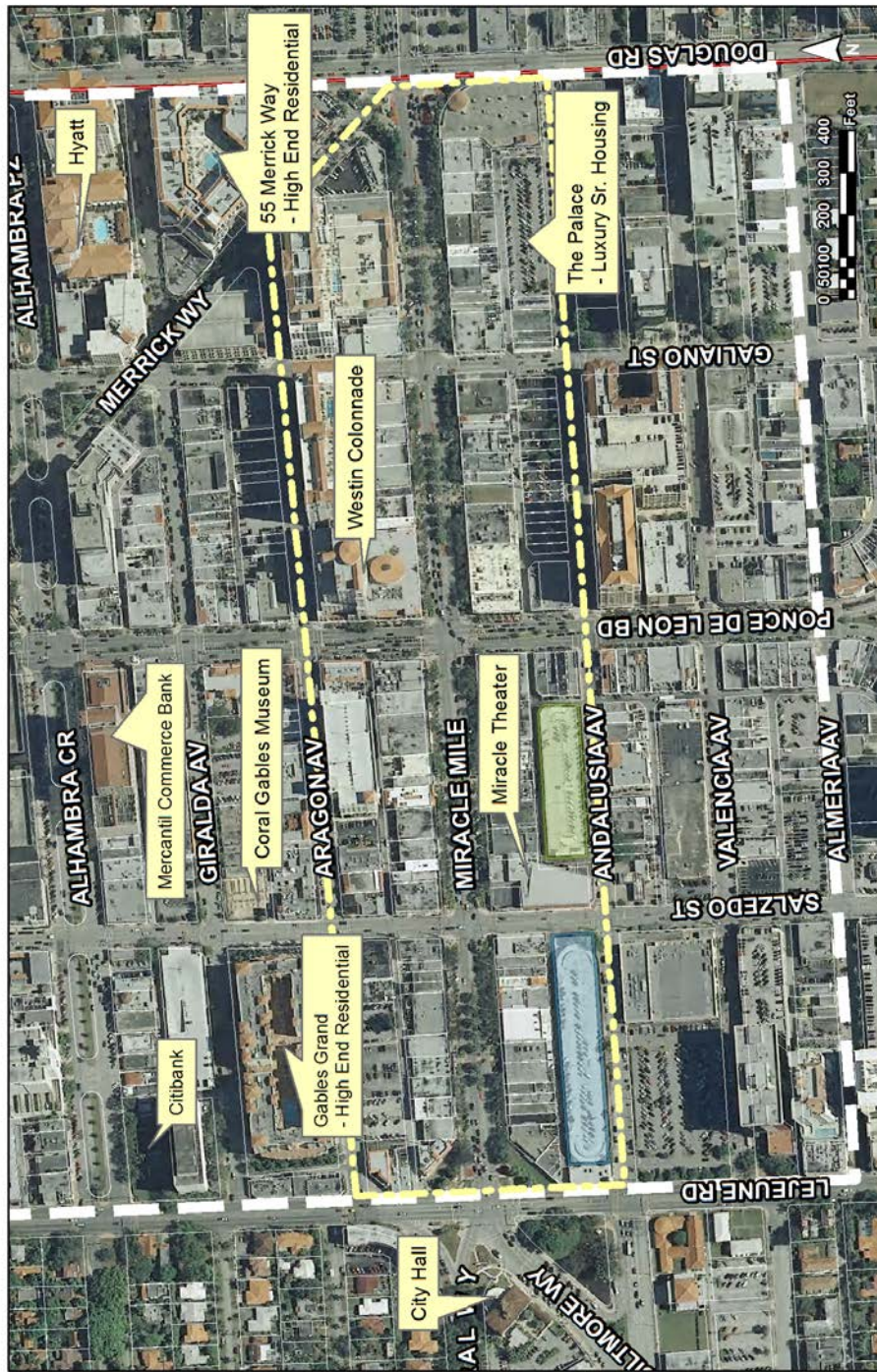
The Developer shall be responsible for financing and constructing a public parking garage with shell space for ground floor commercial uses on the Garage 1 site, possibly with lease of air rights for ancillary private use(s). Upon satisfactory completion of the public parking facility, the Garage 4 site shall be made available for primarily private development by means of long term lease or sale. The development on this site shall also include a smaller number of public parking spaces to be financed and constructed by the Developer. The public parking garage and ground floor commercial shell space on the Garage 1 site and the public parking spaces on the Garage 4 site will be owned and operated by the City.

The City's goals for development of these properties are:

- 1) To maintain and enhance the public parking supply in a cost-effective manner
- 2) To contribute to the vitality, aesthetic appeal, and economic activity of and in the Central Business District
- 3) To generate revenues for the City

Based upon an evaluation of the preliminary proposals, the City will determine a short list of proposers who will be asked to submit full Stage II development proposals including detailed development plans and financial proposals.

DR



Aerial

- City Parking Garage 4
- City Parking Garage 1

- Downtown Overlay District
- Central Business District



City of Coral Gables
Development Services Department
Planning & Zoning Division
March 2014

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II. THE PROPERTY AND DEVELOPMENT

A. Site Location and Property Information

Municipal Garage 1 - 245 Andalusia Avenue, is presently a three-level concrete parking deck containing 282 spaces. The site area is 34,941 square feet (as per Miami-Dade County Property Appraiser) with approximately 350 feet of mid-block frontage on Andalusia Avenue between Salzedo Street and Ponce DeLeon Boulevard. The property is one half block south of the Miracle Mile – Coral Gables' vibrant, traditional commercial corridor.

Municipal Garage 4 - 2450 Salzedo Street, is presently a three-level concrete parking deck containing 354 spaces. The site area is 55,000 square feet (as per Miami-Dade County Property Appraiser) with approximately 550 feet of frontage on Andalusia Avenue and 100 feet of frontage on Salzedo Street; one small private property occupied by a one-story commercial building lies to the west between the property and LeJeune Road. The property is one half block south of the Miracle Mile.

All site utilities (water, electric power, and sanitary sewer) are available to both sites. The City is not aware of any environmental contamination on either site but makes no warranty as to environmental condition. The Developer will be expected to conduct its own environmental due diligence.

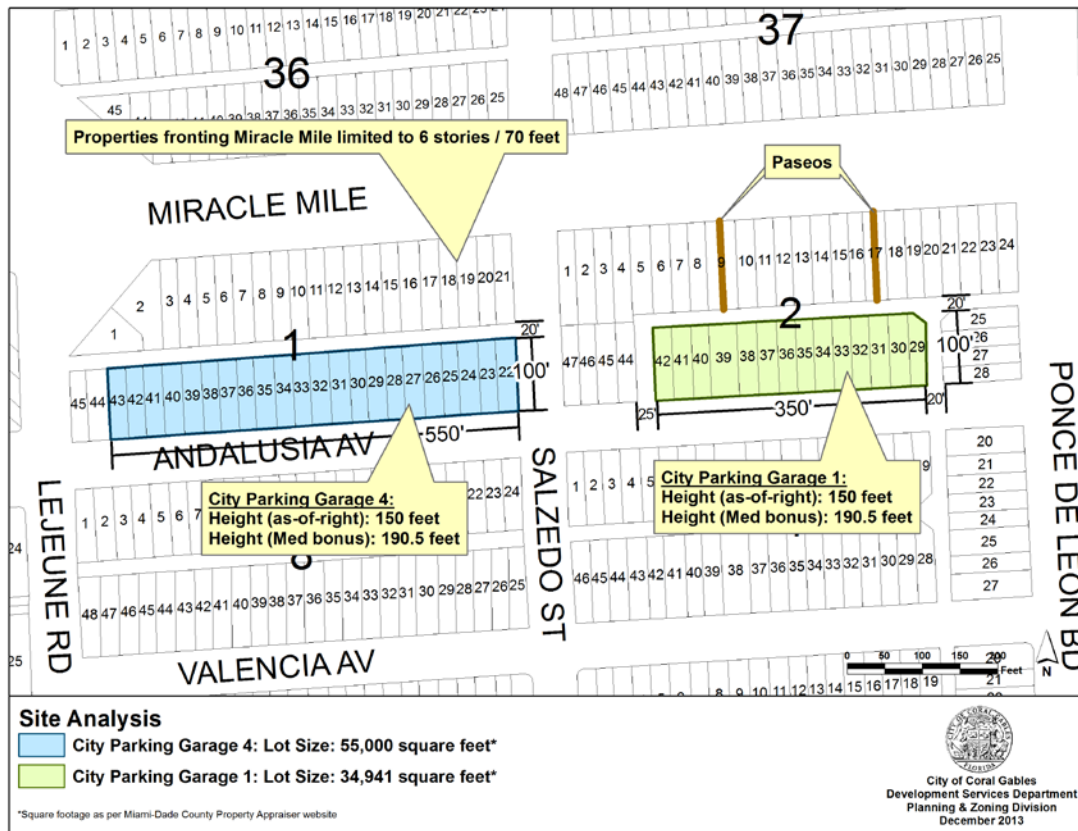
B. Desired Development

1. General Concept. The Garage 1 site shall be redeveloped primarily for a public parking garage, possibly with ancillary private use(s). The Garage 4 site shall be available for primarily private development with a smaller number of public parking spaces. The new public parking garage on the Garage 1 site shall be developed first. Upon its completion, the Garage 4 site shall be made available for development. Together, the development on the Garage 1 and 4 sites shall include a total of 1,000 public parking spaces – the "Public Parking Project".

2. Garage 1 Site. More specifically, the development on the Garage 1 site must include a public parking garage containing a number of public parking spaces equal to 1,000 less the number to be provided in the project to be developed on the Garage 4 site (see Section II.B.3).

Development on this site is also required to include shell space on the ground floor suitable to accommodate active public-oriented commercial or other use. The amount of such commercial frontage should be maximized to the extent it does not unreasonably increase the cost or decrease the operational efficiency of the garage. The City's preliminary analysis indicates that the ground floor of the garage could accommodate between 5,000 and 10,000 square feet of commercial space while also allowing for rear bay parking, ramping to upper levels, access, egress, elevators, stairs and other common areas necessary to serve the garage. The

commercial space is required to be constructed to readily allow fit-out for and tenancy by at least one full-service restaurant.



Any ground floor frontage not occupied by such commercial shell space, access, egress, or lobby areas should be faced with treatment providing visual interest for pedestrians.

The public parking garage and the ground floor commercial shell space to be developed on this site, together, shall comprise the "Garage 1 Public Parking Project".

Additional private use(s) above the Garage 1 Public Parking Project may be proposed. Above and beyond the required public spaces, additional parking, must be provided to serve any such upper level use(s) as may be required by the zoning code. For the purpose of this RFP, the exemption in the zoning code from providing off-street parking for Mediterranean style buildings in the CBD with FAR not in excess of 1.45 would not apply to such upper level uses, but will apply to the Garage 1 Public Parking Project's ground floor commercial space.

Any parking for upper level private uses(s) would be required to be located above the public parking spaces. Valet parking drop-off serving any proposed upper level private use(s) could be located on the ground or second level (with valet parking being required to be on upper levels above the public parking).

Connection of the parking garage to the two existing privately-owned covered paseos between the Miracle Mile and the public alley to the north of the property is required. Securing commitment for long term continued dedication of the existing privately-owned paseos, while not required, is encouraged. Alternately, the requirement for connection to paseo(s) can be fulfilled with an equally convenient alternate proposed paseo(s) if the Proposer can evidence its ability to secure long term dedicated use.

3. Garage 4 Site. The Garage 4 site may be developed for a variety of uses such as office, hotel, retail, restaurant, entertainment, cultural, or other appropriate use allowed under the site's Commercial zoning, and may include residential if developed under the MXD Overlay. See Tables No. 1 and 2 of Article 4, Zoning Code.

Public parking on the Garage 4 site (the "Garage 4 Public Parking Project") shall, at a minimum, comprise the parking spaces fully occupying: (a) any ground floor area (including a ramp to the extent it accommodates parking) other than that to be occupied by commercial space, lobby(ies), or other common areas or back-of-house areas required for the building, or access/egress, non-parkable speed ramps, or valet station serving the parking; and (b) a full adjacent level (second or below-grade) less any necessary vertical penetrations or valet parking station (if not provided on first level) required to serve the private development.

Parking serving private uses(s), including any ground floor commercial space, as required by the zoning code, will be required to be located above the public parking spaces. Valet parking drop-off serving upper level private use(s) could be located on the ground or second level (with valet parking being required to be on upper levels above the public parking).

Securing commitment for creation and long term dedication of a mid-block paseo connecting the Miracle Mile to the alley north of the public parking facility, while not required, is encouraged.

4. Other Development Considerations Applicable to Both Sites. The Garage 1 Public Parking Project and the Garage 4 Public Parking Project must be designed and constructed for a level of service that maximizes user comfort and convenience, provides an intuitive ramping system and parking layout and, in general, appeals to public parking patrons. In addition, we are seeking a design solution that emphasizes long term durability, ease of maintenance and cleaning. Specific design standards and specifications shall be provided to short-listed proposers for preparation of their Stage II proposals. Such design standards and specifications

shall include state-of-the art safety systems, lighting, signage/way-finding, and automated collection systems, as well as an electronic system that identifies vacant spaces.

The City of Coral Gables has a long-standing tradition of requiring high quality design and aesthetics for its buildings and open spaces which is assured by its rigorous review process and detailed zoning regulations. Emphasis is placed on: appropriately proportioned building form in relation to street frontage; interest in building façade treatment with respect to elements such as fenestration, authentic building material, color, ornamentation, step-back, rooftop variation; and consideration for quality public spaces to include street amenities that foster pedestrian interaction in the public realm and with the building users. The City has been designated by LivCom (in collaboration with the United Nations) as one of the top five livable communities of its size in the world. The City seeks in this RFP to attract a development of exceptional design consistent with its reputation as a livable, dynamic, international city.

Building design should be attractive from all perspectives. Of special note, given the low scale of buildings on the Miracle Mile, the rear facades of buildings facing that direction should be treated as public facades warranting high quality design and finish.

In addition to the City's proprietary role of selecting the successful proposal and its reviewing the design to ensure consistency with the spirit of the proposal and any agreed upon refinements, the project is required to be reviewed and approved by the Board of Architects, a volunteer board of local architects which was created to ensure that the architecture furthers the aesthetic quality of the community. The Board meets weekly and will take an active role in the review of all aspects of the project including, but not limited to, elevations, floor plans, massing, color, fenestration, ornamentation, roofing variation, materials, etc.

The project is required to meet the requirements of the Coral Gables Mediterranean Level 2 Style Design bonus whether or not the proposer seeks to obtain the height and FAR bonuses and other incentives that accompany use of the Mediterranean design standards (see below Section II.C. Zoning). The project is required to include ground floor arcades with a minimum vertical volume of space equal to from street level to the first story's height or 18 feet, whichever is greater, in accordance with Section 5-604, Table 3.

The project shall be designed to comply with all criteria for green building certification under a state or nationally recognized green certification program (Florida Green Building Coalition, LEED, FDEP "Green Lodging", etc.). The City Development Review Officer shall evaluate the Developer's credit checklist and detailed narrative in support of eligibility for green certification, and determine whether this requirement is satisfied.

Connection between the garage(s) and paseo(s) should be as direct as possible and the alley-ways improved to enhance the aesthetic experience and perceived safety

of the parking patrons by, at a minimum, improving the crosswalks and adjacent areas through the use of attractive pavers, signage, lighting, and other relevant materials and treatments.

Additional property or air rights contiguous to the offered property may be incorporated in the proposal. The City is prepared to allow air-rights development cantilevering up to 10 feet to the north over the public alley-way abutting each property (i.e. up to the mid-point of the alley-way). Cantilevering up to the first five feet would require a minimum vertical clearance of 16 feet. Cantilevering beyond that point would require a minimum vertical clearance of 22 feet as well as special treatment of the rear façade for fire separation, entailing limiting or elimination of window openings, as specified in Table 705.8 of the 2010 Florida Building Code. In all cases, the rear façade along the alley-way will require appropriate façade treatment consistent with the style and material of the Andalusia façade that masks the garage function and has the appearance of a façade fronting habitable space. Whether or not the project entails cantilevering over the alley-way, it will be required to relocate utilities in the alley-way underground.

The City will also consider proposals calling for encroachment up to five feet beyond the property line on the Andalusia Avenue frontage. If such encroachment is proposed, the proposer will have to demonstrate to the City's satisfaction that the design is safe, permissible, pedestrian-friendly, appropriately designed and consistent with the aesthetics and scale of the existing arcades and streetscape (including street trees and street furniture) found throughout the downtown. The City anticipates that any such encroachment would be facilitated by extension of the abutting sidewalk accommodated by elimination of on-street parking.

To the extent that the proposal relies on any additional private property, the commitment of that private property shall be a key consideration in evaluating the proposal .

C. Zoning

Proposed development must be consistent with the City's Comprehensive Plan and Zoning Code, and with the Florida Building Code. If proposers wish to propose changes to the requirements of the existing Zoning Code or the Comprehensive Plan, they should describe their proposal both with and without the proposed changes. Variances from the Zoning Code and changes to the Zoning Code or the Comprehensive Plan, while potentially permissible, will be the responsibility of the successful proposer to obtain through the appropriate legal process, and no commitment to approval of such variances or changes is implied in this document.

Detailed zoning summaries outlining parking, dimensional and other requirements, limitations, definitions, and procedures are included in the appendices. Proposers are responsible for reviewing the full Zoning Code on the City's website, www.coralgables.com/zoningcode, but certain relevant sections of the Zoning Code are mentioned in this description for ease of reference.

Both the Garage 1 and Garage 4 sites are zoned Commercial District (C) with Mixed Use District (MXD) being an overlay option. See Article 4, Table 1, and Sections 4-201 and 4-302, Zoning Code.

Office, hotel, retail, entertainment, cultural and restaurant are among the uses allowed in the Commercial zone. The Mixed Use overlay is required if the project is to include residential. See Section 4-201.M.6., Zoning Code.

A minimum of 50% of linear street frontage along Andalusia is required to be retail sales and service, office, or restaurant uses or public realm land area (i.e. plazas, courtyards, open space, etc.) uses in the MXD overlay. See Section 4-201.E.10., Zoning Code. If a non-residential mixed use project is proposed in Commercial zoning, it must include at least eight (8%) percent of the entire ground floor of retail commercial and/or office uses. See Section 4-302.D.7.a., Zoning Code.

Under the Commercial zoning, maximum height is 13 stories and 150 feet. Under the Comprehensive Plan Future Land Use designation (Commercial Use High-Rise Density), maximum height is also 150 feet. However, the maximum height may be increased with a Mediterranean design bonus up to 3 additional stories (13.5 feet each) and a maximum height of 190.5 feet. See Section 5-604.C. and D., Zoning Code.

There is no restriction on residential density (units per acre) in the MXD. See Section 4-201.E.13., Zoning Code.

Maximum floor area ratio (FAR) is 3.0 without Mediterranean Style bonus and 3.5 with Mediterranean Style bonus. See Section 4-201.E.3., Sections 4-302.D.4. and D.7.b., and Section 5-604.C. and D., Zoning Code. FAR does not apply to building area occupied by parking. See definition of "Floor Area" in Article 8, Zoning Code.

As the City owns the land lying between the two garage sites (the Miracle Theater and public thoroughfares), a contiguous unified parcel is possible, and the City is willing to entertain proposals that entail unifying the two sites. If the project is developed under the MXD or Planned Area Development (PAD) standards of the zoning code, the total development rights associated with a unified development site (comprised of the Garage 1 and Garage 4 sites) can be combined and moved across the site. See Sections 4-202.M.6. and 3-502.C.5., Zoning Code. Any design proposed over the Actor's Playhouse site must comply with the City's lease for the property, and must be approved by the Historic Preservation Board. Mediterranean Style bonus is mandatory for an MXD overlay district. See Section 4-201.D.6., Zoning Code.

Based on the above FARs, the Garage 1 site would have a development capacity of 104,823 square feet without the Mediterranean bonus and 122,294 square feet with the Mediterranean bonus and the Garage 4 site would have a development capacity of 165,000 square feet without the Mediterranean bonus and 192,500 square feet with the Mediterranean bonus. The combined development capacity for the two sites would be 269,823 square feet without the Mediterranean bonus and 314,794 square feet with the Mediterranean bonus.

Required set-backs, height limits, and parking requirements may result in a build-out below the development capacity indicated by the allowed FAR. Proposers are expected to do preliminary site capacity analysis to determine approximate scale of development for their Stage I proposals.

The code provisions contained herein are not meant to be the only code provisions pertaining to the project and it will be the sole responsibility of the Developer to ensure that all relevant local, state, and federal requirements are met.

D. Transaction Structure

It is the City's intent to negotiate a disposition and development agreement ("Agreement") with the selected proposer (hereafter referred to as "Developer"). The Agreement will encompass the following elements. The Developer will be responsible for financing and constructing the Garage 1 Public Parking Project which the City will own, and, after completion, which the City will operate and receive all revenues therefrom. The Developer will be responsible for all costs associated with the development including, but not limited to, environmental studies and remediation (if necessary), traffic studies, design/engineering, securing of approvals, financing, and management, as well as demolition and other site preparation, construction, and equipping of the Garage 1 Public Parking Project.

Subject to the following provisions, the Developer may be granted a long term air rights lease for any private space developed above the Garage 1 Public Parking Project and a long term land lease or fee simple ownership in the Garage 4 property, with the terms of such lease or sale to be proposed and negotiated to provide the maximum return to the City after accounting for the cost entailed in the Developer's construction of the Public Parking Project. The Developer will be responsible for financing and constructing the Garage 4 Public Parking Project which the City will own, and, after completion, which the City will operate and receive all revenues therefrom. The Developer will be responsible for all associated costs, as specified above relative to the Garage 1 Public Parking Project. Specific provisions for the transaction are as follows:

1. Terms. In the stage II proposal, lease or purchase terms, including any support requested from the City, should be proposed for a project incorporating the allocation of public parking between the two sites specified in Section II.B.2 and 3.

At the Proposer's discretion, a project may be proposed incorporating up to one additional full floorplate level of public parking in the Garage 4 Public Parking Project with a commensurate reduction in the number of spaces required in the Garage 1 Public Parking Project to yield the combined total of 1,000 spaces.

The City will select the public parking program and negotiate the terms under which it would be provided.

2. Traffic. The stage II proposal should also include any traffic improvements/mitigations required to maintain the integrity of the downtown traffic system, which, subject to City approval, would be the responsibility of the Developer to fund as part of the project.

3. Lease or Sale of Garage 4 Site. Relative to the Garage 4 property, proposers may make proposals on either a land lease or fee simple sale basis or may propose both as alternatives. The City prefers a land lease to a sale. If a lease is proposed, the maximum term (including extensions) would be 99 years for the Garage 4 property and 75 years for air rights on the Garage 1 property. See Section V.H. for additional details. In the event of a sale of the Garage 4 site, the Garage 4 Public Parking Project would be owned as a condominium by the City.

4. Nature of Sale or Lease Payments. To the extent the value of the development rights entailed in the proposed land lease or purchase of the Garage 4 property and air rights lease for any private space to be developed above the Garage 1 Public Parking Project exceeds the cost of the Developer's provision of the Public Parking Project, the Developer is expected to provide a substantial portion of its compensation for such incremental value in the form of fixed/guaranteed purchase or lease payments, with any participation purchase or rent payment above that. Any land lease for the Garage 4 property and/or air rights lease for private space in the Garage 1 property must be unsubordinated to project financing, and minimum guaranteed land lease payments must be unsubordinated and noncontingent in nature. Minimum guaranteed rents should provide for escalation over time. Additional participation rent (based on gross revenues rather than net income) is encouraged.

Any proposed purchase of the Garage 4 property is encouraged to include participation payment(s) (e.g. percent of sell-off or percent of sell-off above a certain threshold for a condominium project) in addition to the base price.

5. Potential Variances. Whether proposed as a lease or purchase, proposers should propose a base lease payment or purchase price based on a development program that meets the requirements of the Zoning Code and Comprehensive Plan plus a per unit or per square foot lease payment or purchase price increment for additional allowed development (or other appropriate price adjustment) that would be paid in the event, and to the extent, that proposed variance from or change to the Zoning Code or Comprehensive Plan would be achieved.

6. "As Is" Condition. The properties will be delivered in "as is condition", with the Developer responsible for demolition of existing structures and other site preparation costs

7. Timing and Phasing. The City will convey the Garage 4 property upon completion of the Garage 1 Public Parking Project and the fulfillment by the Developer of conditions precedent to possession of the Garage 4 property. Such conditions will include securing all permits and approvals, approved final design documents, executed construction contract, and financing commitments, and such other provisions to assure that the construction of the agreed upon project on the Garage 4 property will be ready to proceed and its completion assured.

During the time that the Developer is constructing the Garage 1 Public Parking Project, it may undertake (and the City will, as appropriate, cooperate in) due diligence, design, approvals (including unifying the properties in a contiguous unified parcel, if proposed), marketing/pre-leasing/pre-sale, and assembling its financing, so that the conveyance and development of the Garage 4 property may proceed expeditiously upon the completion of the Garage 1 Public Parking Project.

8. Failure to Perform. In the event that the Developer is not able to meet the conditions precedent for conveyance of the Garage 4 property upon completion of the Garage 1 Public Parking Project, and within a reasonable time to perform (subject to force majeure provisions to be negotiated in the Agreement), the Developer would lose its disposition and development rights to the property. In that case, the City and/or Developer would expeditiously re-market the property and, upon closing of any sale or lease to another developer, would compensate the initial developer as follows:

- If the value of the net proceeds from the lease or sale is equal to or greater than the approved cost incurred by the initial developer in building the Garage 1 Public Parking Project, the City and/or successor developer would compensate the initial developer in an amount equal to the approved cost incurred by the initial developer in building the Garage 1 Public Parking Project.
- If the value of the net proceeds from the lease or sale is less than the approved cost incurred by the initial developer in building the Garage 1 Public Parking Project, the City (directly or through the successor developer) would compensate the initial developer in an amount equal to the value of the net proceeds from the lease or sale.

Net proceeds would be calculated by deducting from the value of the lease or sale any costs incurred by the City in achieving the new transaction.

The initial developer may assist the City in marketing the property, including marketing the property on the City's behalf, under terms to be negotiated in the Agreement. The City's acceptance of any proposed successor developer and project

originating from the initial developer's efforts would be conditioned on all of the following:

- The proposed successor developer would have to meet qualifications standards for an acceptable developer, to be negotiated in the Agreement;
- The development to be undertaken by such successor developer would have to conform to the program, design, procedures and controls agreed upon by the initial developer and the City prior to the termination of the initial developer's development rights; or in the event this condition is not met, the proposed development would have to conform to zoning, meet the standards for high quality design and construction and follow the procedures and controls to be negotiated in the Agreement, and contain no less than the finished building area and number of public parking spaces of the project to be developed on the Garage 4 site agreed upon by the initial developer and the City prior to the termination of the initial developer's development rights;
- The development to be undertaken by such successor developer would have to conform to the financial terms agreed upon by the initial developer and the City prior to the cancellation of the initial developer's development rights; or in the event this condition is not met, the proposed financial terms would have to be confirmed as providing a fair market return to the City for the property by a third party appraisal process to be negotiated in the Agreement;
- In the event any of the above conditions are not met, the City's determination, at its sole discretion, that the proposed successor developer, project, and terms are in the City's best interests.
- All provisions of this section and the RFP shall apply to successor developers.

III. RFP PROCESS AND PROCEDURES

A. Summary of Process

1. Evaluation and Selection. This RFP is structured in two stages. In the initial stage, proposers are asked to specify their qualifications and preliminary development concept.

Generally, **Stage I proposals** shall include the following elements. Detailed submission requirements are presented in Section IV.

- Qualifications and capability of the proposer, financial partner (if any), and other members of the development team (which at this stage should include, at a minimum, the architect).
- Preliminary development concept for each of the properties, to include program mix, character and approximate sizing of uses, number and type of parking spaces, preliminary design concept (in terms of number of floors, height, massing, architectural style, and quality level), preliminary schedule, and identification of any adjacent properties incorporated in the proposed project (including the proposed use of any air-rights over adjacent properties).

The City emphasizes that, at this stage, it does not expect, nor will it consider, architectural design, other than the preliminary general design concept as specified above.

The City Manager will assemble an evaluation team to evaluate proposals. The committee will evaluate the Stage I proposals, including interviews of selected respondents, and anticipates recommending a short-list of proposers (likely three or four) to the City Commission. It is anticipated that the City Commission would then determine the short-list of proposers who would be invited to submit Stage II proposals.

More detailed standards and specifications for the Public Parking Project and any other appropriate supplemental information or instructions, including detailed submission requirements, shall be provided to the short-listed proposers.

Generally, **Stage II proposals** shall include all of the following elements.

- Additions or changes to the development team and their qualifications (the City will expect any members of the development team who are proposed to replace team members identified in the initial stage proposal to have at least equal qualifications in the City's judgment)
- Financial statements and/or other information that will enable the City to determine the proposer's financial capacity to successfully finance and develop the project.
- Refined development program

- Conceptual design including site plan, floor plans, elevations, architectural style, construction type, and materials
- Financial feasibility and market analyses, and financing plan
- Proposed terms for lease or purchase of the property (including any adjacent properties (including air rights), if such properties are included in proposal) and for provision of the Public Parking Project with the required public parking program and, if proposed, an alternate public parking program
- Project implementation schedule
- Evidence of site control (which need not be exclusive) for adjacent private properties, if such properties are included in proposal and such control has not already been demonstrated
- Traffic impact analysis, demonstrating the proposed project would not cause unreasonably negative traffic impacts in the context of a CBD environment, and any modifications or improvements required to mitigate such impacts which the Developer would be responsible for funding as part of project
- Deposit

The short-listed proposers will be invited to make a formal presentation, and all proposers may be asked to provide clarifications of and refinements to their Stage I proposals if the evaluation team deems it necessary. The evaluation committee will evaluate the proposals, including the presentations and any clarifications and refinements, and recommend a preferred proposer and ranked alternate proposers to the City Commission, which may then determine the selection and ranking.

2. Deposit. Submission of Stage I proposals entails no fee or deposit. Stage II proposals shall be accompanied by a cashier's check for \$25,000. This deposit shall be refunded to unsuccessful proposers. An additional \$50,000 deposit shall be paid at the time of designation as the preferred (selected) proposer, and these deposits, totalling \$75,000, shall be nonrefundable to the proposer designated to enter into negotiations with the City to offset the actual costs incurred or to be incurred by the City in evaluating responses and negotiation of the Agreement. The proposer who ultimately is successful in reaching agreement with the City (the "Developer") will be responsible for compensating the documented fees of the City's third party attorneys and advisors for the project up to a maximum amount to be specified to the short-listed developers plus any costs incurred by the City related to litigation that may ensue from the project.

3. Negotiation Process. At the time of notification of selection, and upon receipt of the second deposit payment, the City and the selected proposer will enter into negotiations for a period of up to hundred and twenty (120) days. The form and content of the Agreement to be negotiated will be substantially in accordance with the terms and conditions included in this RFP and the selected proposer's proposal.

If the City and the selected proposer have not concluded negotiations and executed an Agreement within one hundred and twenty (120) days, but the City Manager, in his or her sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, and if the selected proposer agrees to continue negotiations, the City Manager may extend the negotiation period for up to an additional 180 days in the City Manager's sole discretion. Further extensions to the negotiation period can only be granted by the City Commission. If the City and the selected proposer cannot negotiate a successful Agreement within the time period described in this RFP, and an extension is not granted by the City Manager and/or City Commission, the City Manager may then begin negotiations with the next ranked proposer following the scheduling time-frames outlined above or issue a new RFP. This process will continue until an Agreement has been executed or the City, through the City Manager, terminates further action under this RFP. No proposer shall have any rights against the City arising from such negotiations.

If an Agreement is reached, the signed Agreement along with a recommendation from the City Manager will be presented to the City Commission. The City Commission's decision of whether to make the award of an Agreement which is in the best interest of the City shall be final.

B. Evaluation Criteria

Stage I proposals will be evaluated using the following equally important criteria (not listed in priority order). As noted below, adequate capability to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- **Capability of the Proposer and Development Team.** Primary focus shall be on the experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: track record of securing financing for (or, itself, financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and architecture; evidence of financing relationships and interest in the proposed project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered. Note that a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered no matter what the proposal's merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criterion weighed along with the other criterion.
- **Extent to which the Proposed Development Concept would Meet the City's Goals.** This would include the proposed project's ability to: (1) be feasible and delivered in a timely manner, considering likelihood and timing

of securing approvals and being market and financially feasible; (2) generate revenues for the City from lease or sale proceeds, real estate taxes, with minimal or no subsidy requested from the City, and generate any other direct or clearly identifiable revenues to the City from the project, thereby enhancing the public parking supply in a cost-effective manner; and (3) contribute to the vitality, amenity, and economic activity of and in the Central Business District (all to the extent such factors can be preliminarily assessed at this stage).

Stage II proposals will be evaluated using the following equally important criteria (not listed in priority order). As noted below, adequate capability to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- **Capability of the Proposer and Development Team.** Based on the same criteria as in the first stage evaluation, which may be supplemented with additional information provided in this stage proposal from previously identified or new team members. As in the first stage evaluation, a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered, no matter what the proposal's merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criteria weighed along with the other criteria. Developer qualifications shall be of primary importance in the evaluation of this criterion.
- **Likelihood of Feasibility.** The likelihood of the proposed project being feasible in a reasonable timeframe, considering: (1) the thoroughness and convincing nature of the market, development/construction, financing, operating, and other elements of the proposer's analyses, assumptions, and strategies; (2) financing commitments, if any; (3) implementation schedule; and (4) conditions and contingencies for realizing the project such as financing, market/pre-leasing, and regulatory/approvals, and how likely these are to be achieved.
- **Financial Return to City.** This would include the value of the proposed lease or sale terms, any subsidy requested from the City, and the value of the Public Parking Project to be provided by the Developer, as well as real estate taxes and any other direct or other clearly identifiable revenues to the City that would be generated by the project, and consideration of the timing and likelihood of receiving these revenues. Also considered will be the nature of the proposed transaction – whether long term lease or purchase of the Garage 4 site and any other transactional aspects of the proposal which the City considers to impact its interests. (It should be noted that, although revenue generated by the project is an important evaluation criterion, the City is not obligated to award a lease to or negotiate with the proposer who proposes the highest financial return to the City.)

- **Enhancement of the Public Parking Supply in a Cost-Effective Manner.** This would include the number of spaces, operational efficiency, aesthetic quality, and amenity of the proposed public parking component.
- **Contribute to the Vitality, Amenity, and Economic Activity of and in the CBD.** This would include consideration of the proposed project's ability to generate patrons for business and other activity appropriate to a vibrant downtown, activate pedestrian areas, minimize traffic or other negative impacts, and have a high quality architecture and aesthetic appeal.

C. Schedule

The anticipated scheduling of the RFP process is as follows:

Stage I RFP advertised & available for distribution.....____day, date____, 2014

Pre-proposal briefing session2:00 PM ____day, date____, 2014

Deadline for receipt of questions.....5:00 PM, ____day, date____, 2014

Stage I proposals due.....2:00 PM, Thursday, date____, 2014

Developer Interviews..... insert approx time-frame

The schedule for the selection of short-listed proposers and the second stage of the RFP process shall be set following the proposer interviews.

D. RFP Availability

The RFP may be obtained from the Chief Procurement Officer, City of Coral Gables, via US Postal Service or other commercial carrier at 2800 SW 72nd Avenue, Miami, FL 33155, 305-460-5101, or mpounds@coralgables.com. To request the RFP through the United States Postal Service, mail your request with the following information: the RFP title, the name of your firm's contact person, your firm's name, complete address to be mailed to, telephone number and email address, along with a \$10.00 check or money order made payable to *City of Coral Gables*.

Proposers who obtain copies of this RFP from sources other than the Chief Procurement Officer risk the potential of not receiving addenda, as their names will not be included on the list of firms participating in the process for this particular RFP. Such proposers are solely responsible for those risks.

E. Proposal Submission

An unbound one-sided original and twelve (12) bound copies (a total of 13) and one (1) digital copy (*pdf format*) on a flash drive/memory stick of the complete proposal must be received by the deadline for receipt of proposals specified in the RFP schedule. The proposal must be submitted on 8-1/2" x 11" paper in a sealed envelope or container clearly stating on the outside the proposer's name and the RFP title (Redevelopment of Garages 1 and 4 – RFP # _____) to:

Chief Procurement Officer
City of Coral Gables
2800 SW 72nd Avenue
Miami, FL 33155

Hand-carried proposals may be delivered prior to the deadline to the above address ONLY between the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The proposal must be signed by an authorized officer of the proposer who is legally authorized to enter into a contractual relationship in the name of the proposer.

In Stage II, in addition to being signed by an authorized officer of the proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer, the proposer must affix its company's corporate seal to the proposal or, in the absence of a corporate seal, the proposals must be notarized by a Notary Public.

The submittal of a Stage II proposal by a proposer will be considered by the City as constituting an offer by the proposer to undertake the development at the financial terms quoted in the proposal and must remain in effect and cannot be rescinded for the duration of the negotiation period, as may be extended.

F. Pre-Proposal Briefing Session

A pre-proposal briefing session has been scheduled for the date, time, and place specified in the RFP schedule. Attendance at the pre-proposal briefing session is strongly recommended but not mandatory. Proposers are encouraged to submit written questions to the Chief Procurement Officer, in advance of the pre-proposal briefing session.

G. Questions to be Requested in Writing

Any questions, explanations or other requests for information desired by the proposer(s) regarding this RFP must be requested in writing to Chief Procurement Officer, City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL

33155, mpounds@coralgables.com. No other professional staff member, consultant, or official is authorized to respond on the City's behalf. Among other penalties, violation of these provisions by any particular proposer shall render any RFP award to said proposer voidable.

H. Additional Information / Addenda

Requests for additional information or clarifications must be made in writing and received by the Chief Procurement Officer, in accordance with the rules specified in this RFP, no later than the deadline for receipt of questions specified in the RFP Schedule. The request must contain the RFP title, proposer's name, address, phone number, and contact person's email address.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda which will be posted on the City's website. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the proposer's responsibility to assure receipt of all addenda. The proposer should review the City's website prior to submitting a proposal to assure that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (see Attachment I).

Proposers who obtain copies of RFPs from sources other than the Chief Procurement Officer will not be included on the Vendor List for that particular RFP and therefore take the risk of not receiving addenda. Such proposers are solely responsible for those risks.

I. Modified Proposals

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The City will only consider the latest version of the proposal.

J. Withdrawal of Proposals

A proposal may be withdrawn in writing only, addressed to the Chief Procurement Officer.

K. Late Proposals and Late Modifications

Subject to Section III. L., below, as well as Section 2-768(g) of the City Code, proposals received after the Proposal Due Date and time are late and may not be

considered. Modifications received after the Proposal Due Date are also late and may not be considered.

L. RFP Postponement / Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

M. Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer. No payment will be made by the City for any responses received, nor for any other effort required of or made by the proposer in the proposal and negotiation process.

N. Exceptions to the RFP

Any exceptions taken to terms of the RFP must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the implications of the exception (if any).

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the proposer will accept all terms and conditions.

O. Public Records Law, Florida Statutes Chapter 119

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 Records Law." Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. The Developer shall acknowledge that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. The Developer shall also agree to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, the Developer shall

agree to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

P. Negotiations

The City may award an Agreement on the basis of initial offers received in the Stage II proposal, without discussions. Therefore, each Stage II offer should contain the proposer's best terms from a monetary and technical standpoint. The City reserves the right to enter into negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful Agreement, the City may terminate said negotiations and begin negotiations with the next ranked proposer. This process will continue until an Agreement has been executed or all selected proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations or termination thereof.

Q. Local Preference

There is no local preference in this RFP process, though local presence and experience (as they may indicate an ability to carry through the development) may be considered as a substantive element in the City's considerations.

R. Compliance With Laws

In performance of the services, the Developer will comply, both as a duty and as a condition of closing, with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Developer to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to the Agreement.

S. Conflict of Interest

The Developer covenants that no person employed by the Developer which exercises any functions or responsibilities in connection with the Proposal or the Agreement has any personal financial interests direct or indirect with the City. The Developer further covenants that, in the performance of the Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of the Developer or its employees must be disclosed in writing to City.

The Developer is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

T. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document and, in the Stage II proposal, includes the specified deposit in form of a cashier's check. Failure to comply with these requirements may deem your proposal non-responsive.

U. EEO and ADA

The Developer must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

V. Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, 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 F.S. 287.017 or CATEGORY TWO for a period of 36 months from the date placed on the convicted vendor list. These restrictions shall also apply to those proposers proposing to purchase the Garage 4 property.

W. Ordinances, Resolutions and/or Administrative Orders

To request a copy of any ordinance, resolution and/or administrative order cited in this RFP, proposers should contact in writing the Chief Procurement Officer, City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155, mpounds@coralgables.com.

X. Pre-Award Visit

After proposal receipt and prior to award of the Agreement, the City has the right to perform, or to have performed, an on-site inspection of the proposer's other projects the City deems to be relevant to the proposed project. Such visits would serve to verify the data and representations submitted, and to determine that the proposer has the overall management and capability adequate to meet the proposed service and other requirements.

Y. City Not Responsible for Brokerage Fees

The City will not be responsible for any brokerage fees in connection with this RFP.

Z. Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. Stage I Proposal

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed project.

The Proposal must include the following information:

1. Cover Page

The cover Page should include the following information:

- a. Title of RFP
- b. Proposer/Name of Firm
- c. Business Address
- d. Business Phone
- e. Website
- f. Email Address
- g. Contact Person

Any further correspondence by the City to the proposer, for the purposes of this RFP, will be addressed to the proposer's "Contact Person" at the address, phone number, and email address submitted by the proposer in this section.

2. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Identification of the Development Team

State the members of the development team. For the Stage I proposal, the team is required to consist only of the proposer (the entity that would serve as the Developer), financial partner (if any), an architect and any other key design professionals, with other team members being optional.

4. Qualifications of the Development Entity

The proposer shall include the name and a description of the legal entity that would serve as the Developer and be party to the Agreement. The proposer shall also provide the names and addresses of all persons and entities having a financial interest in the proposed development and their roles in the project and the proposing entity. For joint ventures, the proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the proposer shall indicate such relationship. The proposer shall also list all proposed anchor tenants and third-party operators of the development. Provide a summary of qualifications and relevant experience of the organization and key principals and staff. Any extensive presentation materials should be presented at the rear of the proposal package.

Specifically, qualifications shall include information regarding the proposer's ability to finance, develop and manage the proposed project. This shall include a thorough description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

Proposers must supply, at a minimum, the following information:

- Number of years the proposer has been in business, number of employees, and the primary markets served.
- Description of proposing organization's history, legal structure and development experience, qualifications and understanding of the development requirements. Attach the qualifications of the development and management team to be assigned to this project and include the names of the representative(s) authorized to act on the proposer's behalf.
- Description of the proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years. The nature of this information provided in the Stage I proposal is at the discretion of the proposer. The proposer is encouraged to provide the maximum level of information that, along with the proposer's track record, will enable the City to evaluate financial capability.

- Letters of interest from financial institutions are encouraged, but not required, for the Stage I proposal. Such letters are required for the Stage II proposal.
- Description of significant, comparable project(s) completed including: 1) name and location of project; 2) description of project; 3) total dollar value of project; 4) lease/contract terms (if any); 5) contact person and phone number for reference (references for public partners in public-private projects are encouraged); 6) specification of your firm's role in the project (e.g. primary developer, development manager, financial partner, consultant, etc.), and 7) the results of the project.
- Submittal of Statement of Qualifications and Business References (Attachment A).
- Key individuals who will be involved in the project on behalf of the development entity and their experience to the extent not described above.
- For entities and individuals, specify their roles in comparable projects.
- The proposer shall also identify any prior relations with the City for the firm, members of its Board, or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.
- Proposer will cooperate fully with any background check.

5. Qualifications of Other Members of the Development Team

For team members identified at this stage, provide a brief profile for each participating firm, as well as the resumes of the key personnel who would be assigned to the project. The proposer should also identify any proposed lending institutions that may participate in the proposed development.

The proposer shall also identify any prior relations with the the City for each individual team member or firm, members of its Board or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.

Submittal of Statement of Qualifications and Business References (Attachment A).

Any extensive presentation materials should be presented at the rear of the proposal package.

6. Development Concept

For each of the two properties, include the following information:

- a. State whether proposed project is confined to the property offered by the City or if it utilizes adjacent property or air rights. If the latter, specify the location, size, use, level of control/commitment of such adjacent property to be included in the proposer's project. If adjacent properties intended to be included in the project are not under the proposer's control, the proposal should include: (1) a base proposed concept assuming only the offered City property (plus air-rights over the abutting alley to the north and encroachment over the Andalusia Right of Way to the south, if either is proposed); and (2) a proposed concept assuming the inclusion of the additional adjacent property. If the proposer wishes to propose variances from or changes to the requirements of the Zoning Code or the City's Comprehensive Plan, the proposal should include: (1) a base proposed concept without the proposed variances or changes; and (2) a proposed concept with the proposed variances or changes.
- b. Preliminary mix of uses and the approximate gross and net square feet in total and for each use, the number of units, rooms, seats, etc., as appropriate to describe the specific uses.
- c. Preliminary parking proposal in terms of number of public spaces in each property, number of other spaces, preliminary estimate of demand for each use.
- d. Preliminary design concept including building height in feet and number of floors, massing, and gross square feet and/or parking spaces per floor and significant proposed on-site and off-site improvements.
- e. Characterization of development, use and design concepts in terms of target markets, price points, potential or committed tenants (including level of interest or commitment), design style, quality level, or other that would give the City a better understanding of the character of the project.
- f. Preliminary Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. The

Schedule should recognize the City's desire to minimize the interruption in public parking availability and expedite development on the Garage 4 site upon completion of the Garage 1 Public Parking Project.

- g. A description of the proposing organization's approach to developing the proposed project and maintaining and managing the proposed private project.

The proposer should supplement the above requirements with tables or spreadsheets to assist in summarizing the concepts discussed. All tables, spreadsheets, plans or drawings should be in 8¹/₂" x 11" format.

7. Acknowledgment

The proposer shall fill out and submit as part of its proposal an Acknowledgment of Addenda (Attachment I).

B. Stage II Proposal

Detailed Stage II proposal submission requirements expanding upon the general requirements summarized in Section II.A.1. shall be provided to short-listed proposers.

V. GENERAL PROVISIONS

A. Development Costs

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

B. Property Taxes

The Developer will be responsible for the payment of all property taxes on land and improvements except that relating to the Public Parking Project. An agreement shall be reached whereby, should the private development be or later become tax-exempt, an in-lieu payment equivalent to the real estate taxes that would be due if taxable will be paid.

C. Federal and State Taxes

The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Developer. The Developer shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Developer be authorized to use the City's Tax Exemption Number in securing such materials.

D. Permits And Approvals

No construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions.

E. Indemnification and Hold Harmless

To the fullest extent permitted by laws and regulations, the Developer shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of the Developer, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish

any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this Agreement, or (iii) any negligent act or omission of the City or the City's selected and appointed officials, attorneys, administrators, consultants, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and the Developer's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when the Developer (or any subconsultant or any person or organization directly or indirectly employed by the Developer) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of the Developer to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject the Developer to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of the Developer, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

F. Insurance

The City will require provision of Insurance generally along the lines presented in Attachment G, and will consider alternatives as may be more appropriate to the specifics of the project and in the City's best interests.

G. Lease/Contract Award

The award(s), if any, shall be made to the proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award, and which proposal is in the best interest of the City, shall be final.

H. Lease/Contract Term

The proposer will propose the duration of a proposed lease, if any, and any extension(s) thereof. However, the term of the lease shall not exceed an initial

term of thirty (30) years with option to renew for: (1) in the case of a proposed land lease for the Garage 4 property, up to two (2) additional terms of thirty (30) years each and a third additional term of nine (9) years, for a total possible maximum term of ninety-nine (99) years; and, (2) in the case of a proposed air rights lease on the Garage 1 property, up to one (1) additional term of thirty (30) years and a second additional term of fifteen (15) years, for a total possible maximum term of seventy-five (75) years. In either case, any renewal extensions would be under the same terms and conditions except as to rental rate. However, the rental rates, if any, for any renewal period shall not, under any circumstance, be less than the last year of the original term plus an annual adjustment based on the Consumer Price Index or some other mutually agreed-upon method of adjustment.

I. Subordination

A lease, if any, shall not be made subject to subordination.

J. Performance and Payment Bond

The City will require provision of Performance and Payment Bonds generally along the lines presented in Attachment H, and will consider alternatives as may be more appropriate to the specifics of the project and in the City's best interests.

K. Availability of Funds

The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

L. Discrimination

It is understood that the Developer shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, sexual orientation, race, color, religion, national origin, sex, or disability. Certified minority business enterprises (as defined in Florida Statutes Secs. 287.0943 and 288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

ATTACHMENTS

A. PROCUREMENT FORMS

1. PROPOSER STATEMENT
2. PUBLIC ENTITY CRIMES STATEMENT
3. DISABILITY NONDISCRIMINATION STATEMENT
4. NON-COLLUSION AFFIDAVIT
5. DRUG-FREE WORKPLACE FORM
6. CERTIFICATION OF PROPOSER STATEMENT
7. LOBBYIST - ISSUE APPLICATION
8. LOBBYIST BIENNIAL REGISTRATION APPLICATION
9. RFP RESPONSE FORM

B. PHOTOS OF GARAGES

C. LEGAL DESCRIPTION OF PROPERTY

D. LAND SURVEYS

E. ZONING SUMMARY

F. INSURANCE REQUIREMENTS

G. PAYMENT AND PERFORMANCE BONDS

ATTACHMENT A

PROCUREMENT FORMS

(Proposer shall prepare and submit (1) original of these forms signed in blue ink as part of its response.)

CITY OF CORAL GABLES

PROPOSER STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the solicitation being submitted for the goods, services and/or construction required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form as applicable may be deemed non-responsive.

Company Name: _____

Contact Name: _____ Title _____

Address: _____

Telephone _____ Cellular _____ Facsimile _____

Email: _____

Federal Employer Identification Number (FEIN No.): _____

Check One: Corporation ____ Partnership ____ Sole Proprietary ____ LLC / LLP ____ Other ____

List all current licenses held and provide copies

(a) State of Florida _____

(b) Miami Dade County _____

(c) City of Coral Gables Municipal License _____

(d) Others _____

1. State the true, exact, correct and complete name of the partnership, corporation, and trade of fictitious name in which business is transacted and the address of the place of business.

Proposer Name: _____

The address of the principal place of business is: _____

2. How many years has organization been in business under present business name? _____

a. Under what other former names has organization operated? _____

3. Are any of the principals of this company employed by the City of Coral Gables? If so, disclose their name(s) below:

4. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

5. Have you ever failed to complete any work awarded to you or been held in default of a contract? (Y) _____ (N) _____ if yes, state when, where and why? (Please provide the name and contact information of the entity which was involved).

6. Have you, or a predecessor company or organization, filed bankruptcy in the last three (3) Years? (Y) _____ (N) _____ if yes, information must be provided pertaining to the proceeding and outcome of the action.

7. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to the business being procured in this RFP. Provide details as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.

8. Has your insurance coverage ever been cancelled for non-payment of insurance premiums or any other reason? (Y) _____ (N) _____ If yes, what was the reason? _____

9. Have you personally inspected the site of the proposed work? (Y) _____ (N) _____

- 10. References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references (*Government entities preferred*):

_____ (Name)	_____ (Contact)	_____ (Phone Number)	_____ (Email)
_____ (Name)	_____ (Contact)	_____ (Phone Number)	_____ (Email)
_____ (Name)	_____ (Contact)	_____ (Phone number)	_____ (Email)

Provide any additional information as to qualifications and/or experience, attach documentation to this form.

VALIDATION:

The undersigned certifies the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

_____ Signature	_____ Print Name of Firm
_____ Print Name	_____ Address
_____ Title	

IF CORPORATION:

_____ Signature	_____ Print Name of Corporation
_____ Print Name	_____ Address
_____ Title	

VALIDATION (Cont'd):

WITNESS:

Signature

Print Name

Title

(CORPORATE SEAL)

Attest: _____ Secretary

IF LIMITED LIABILITY COMPANY (LLC) OR LIMITED LIABILITY PARTNERSHIP (LLP):

Signature

Name of Company

Print Name

Address

Title

IF SOLE PROPRIETORSHIP

Signature

Name of Firm

Print Name

Address

Title

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER
OATHS.**

1. This sworn statement is submitted

to _____

[print name of the public entity]

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN)

If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement:

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g),
Florida Statutes, means a violation of any state or federal law by a person with

respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I

AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

DRAFT - For Discussion Purposes Only 5/22/14

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted _____

(print name of public entity)

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) _____

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement: _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

being first duly sworn, deposes and says that:

- (1) Affiant is the _____,
(Owner, Partner, Officer, Representative or Agent) of _____
the Bidder / Proposer that has submitted the attached Solicitation;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Solicitation;
- (3) Such submittal is genuine and is not a collusive or sham Solicitation;
- (4) Neither the said Bidder / Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder / Proposer or firm, or person to submit a collusive or sham Solicitation in connection with the work for which the attached submittal; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Solicitation price or the Solicitation price of any other Bidder / Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached submittal are fair and proper and are

not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRAFT - For Discussion Purposes Only 5/22/14

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer Signature

Date

CERTIFICATION OF PROPOSER STATEMENT

I _____, _____ certify that I am authorized to act on behalf
(Name) (Title)

of _____ pursuant to the RFP and further
(Name of Business)

acknowledge and understand the information contained in response to this Proposer Statement shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatement that materially affects the Proposer Statement to perform under the contract shall cause the City to reject the bid or proposal, and if necessary, terminate the award and/or contract. I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing statement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

State of Florida

County of _____

On this the __ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida,
personally appeared _____ and whose name(s) is/are subscribes to

(Name(s) of individual(s) who appeared before notary)

the within instrument, and acknowledge its execution.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Type

(Name of Notary Public: Print, Stamp or
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print)

LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I _____ hereby swear or affirm under penalty of

Print Name of Lobbyist

perjury that all the facts contained in this Application are true and that I am aware that these

requirements are in compliance with the provisions of Miami- Dade County Code Sec, 2-11.1(s) governing Lobbying.

Date: _____

Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

Fees Waived for Not for Profit Organization (documentary proof attached) _____

Additional Client Application Attached: _____

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____

LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me
to be the person described in and who executed the foregoing instrument, and acknowledged to and
before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ **Personally Known**

_____ **Produced ID**

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

DRAFT - For Discussion Purposes Only 5/22/14

RFP RESPONSE FORM

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Proposer:

Address:

City/State/Zip:

Telephone No.:

E-mail:

Officer signing Proposal: _____ Title: _____

Note: Addendums issued may be downloaded on-line by visiting www.coralgables.com, "Open Bid Invitation".

ATTACHMENT B
PHOTOS OF GARAGES



Garage 1



Garage 4

ATTACHMENT C
LEGAL DESCRIPTION OF PROPERTY

Garage 1

Parcel 1: Lots 29 through 42, inclusive, Block 2, Coral Gables Crafts Section, according to the plat thereof, as recorded in Plat Book 10 page 40, of the Public Records of Miami-Dade County, Florida.

Garage 4

Parcel 2: Lots 22 through 43, inclusive, Block 1, Coral Gables Crafts Section, according to the plat thereof, as recorded in Plat Book 10 page 40, of the Public Records of Miami-Dade County, Florida.

DRAFT



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ATTACHMENT E
ZONING SUMMARY

Existing designations and site data:

Category	Garage No. 1	Garage No. 4
Property address	245 Andalusia Avenue	385 Andalusia Avenue
Property legal description	Lots: 29-42 Block: 2 Section: "Crafts"	Lots: 22-43 Block: 1 Section: "Crafts"
Total site area (sq. ft.)	34,941 sq. ft.	55,000 sq. ft.
Existing property uses	City Parking Garage No. 1 (282 existing parking spaces)	City Parking Garage No. 4 (354 existing parking spaces)
Comprehensive Plan Map designation	"Commercial Use, High-Rise Intensity"	
Zoning Map designation	Commercial District (C)	
Within Mixed Use District (MXD)	Available	
Within Mediterranean Architectural District (citywide)	Available	
Within Coral Gables Redevelopment Infill District (GRID) (Traffic Concurrency Exemption Zone)	Yes	

Development requirements – Commercial District (C) provisions*:

Zoning Code Provision	Category	Garage No. 1	Garage No. 4
Sec. 4-302 D.1	Minimum parcel of land: Greater than forty-five (45) feet in height shall have a minimum of 200' feet of primary street frontage and minimum land area of 20,000 square feet.	Complies.	
Sec. 4-302 D.2	Minimum parcel dimensions: a. Width. Twenty (25) feet b. Depth. One-hundred (100) feet.	Complies.	
Sec. 4-302 D.4	Floor area ratio: 3.0 FAR without Med. Architectural style bonuses (sq. ft.).	Up to 104,823 sq. ft.	Up to 165,000 sq. ft.

Zoning Code Provision	Category	Garage No. 1	Garage No. 4
Sec. 5-604 C. and D.	Floor area ratio: 3.5 FAR with Med. Architectural style bonuses (sq. ft.).	Up to 122,294 sq. ft.	Up to 192,500 sq. ft.
Sec. 4-302 D.3	Minimum setbacks without Med. Architectural style bonuses:	<p>Front setback:</p> <ul style="list-style-type: none"> i. Up to 15' feet in height: None. ii. The portion of a building above 15' shall be set back 10' from the property line. <p>Side setback:</p> <ul style="list-style-type: none"> 1. Interior side: Up to 45' in height – 0', greater than 45' in height – 15' plus 1' of additional setback for each 3' of height above 45'. 2. Side street: 15'. <p>Rear setback:</p> <ul style="list-style-type: none"> i. Abutting a dedicated alley or street: None. ii. Not abutting dedicated alley or street: Ten 10'. 	
Sec. 5-604 H.1	Minimum setbacks with Med. Architectural style bonuses:	<p>Front setback: 0'</p> <p>Side setback: 0'</p> <p>Rear setback: 0'</p>	
Sec. 4-302 D.3	Balconies:	Cantilevered open balconies may project into the required setback areas a max. six (6) feet.	
Sec. A-36 B.4 Sec. A-63 A.4 Sec. 5-604 C. and D.	Height. The maximum permitted height is as pursuant to the Comprehensive Plan Future Land Use Map designation and/or Site Specific Zoning regulations. <ul style="list-style-type: none"> a. Comprehensive Plan (CP): b. Site Specific Zoning (ZC): 	<p>CP: 150' height with Med bonus of up to 3 additional stories (13.5' each)/ maximum 190.5' height.</p> <p>ZC: 13 stories / 150' height with Med bonus of up to 3 additional stories (13.5' each)/ maximum 190.5' height.</p> <p>ZC Sec. 5-604.A.3 permits supplemental intensity/density or reduction of existing site specific limitations in association with Med bonus.</p>	
Sec. 5-1105 C.1	Required on-site landscaping: 10% of site area (sq. ft.)	Min. 12,229 sq. ft.	Min. 19,250 sq. ft.
Sec. 4-302 D.6	Nighttime use requirements for properties adjacent to a residential district.	Property not adjacent to residential district.	

*Zoning Code Section 4-302

Development requirements – Mixed-Use District (MXD) provisions*:

Zoning Code Provision	Category	Garage No. 1	Garage No. 4
Sec. 4-201 D.2	Minimum site area for an MXD project/building: Twenty-thousand (20,000) square feet.		Complies
Sec. 4-201 E.17	Maximum lot coverage: No minimum or maximum		Complies
Sec. 4-201 E.3	Floor area ratio: 3.0 FAR without Med. Architectural style bonuses (sq. ft.)	Up to 104,823 sq. ft.	Up to 165,000 sq. ft.
Sec. 4-201 E.3	Floor area ratio: 3.5 FAR with Med. Architectural style bonuses (sq. ft.)	Up to 122,294 sq. ft.	Up to 192,500 sq. ft.
Sec. 4-201 E.14	Minimum required setbacks: (excludes Med. bonuses) ZC Sec. 5-604.H.1 (Med bonus provisions) permits the reduction of setbacks to zero (0) feet on all property lines subject to certain standards.	Front setback: Up to 45' in height: None. If over 45' in height: 10' Side setback: Interior side: None Side street: 15' Rear setback: Abutting a dedicated alley or street: None. No abutting dedicated alley or street: 10'	
Sec. 4-201 E.14	Balconies:	Cantilevered open balconies may project into the required setback areas a max. six (6) feet.	
Sec. 4-201 E.15	Permitted setback reductions: A min. of 50% of the total ground floor square footage received from the setback reduction must be provided as street level open space and landscape area.	Must be provided on site	

Zoning Code Provision	Category	Garage No. 1	Garage No. 4
Sec. A-36 B.4 Sec. A-63 A.4 Sec. 4-201 E.6	Height (without Med bonus). The maximum permitted height is as pursuant to the Comprehensive Plan Future Land Use Map designation and/or Site Specific Zoning regulations.	Max permitted height as-of-right: 13 stories / 150 feet.	
Sec. A-36 B.4 Sec. A-63 A.4 Sec. 4-201 E.6	Height (with Med bonus). The maximum permitted height is as pursuant to the Comprehensive Plan Future Land Use Map designation and/or Site Specific Zoning regulations.	<p>Max permitted height with Med bonus: 190.5 feet (limited to 3 additional stories, 13.5 feet each, permitted above 150 feet).</p> <p>ZC Sec. 5-604.A.3 permits supplemental intensity/density or reduction of existing site specific limitations in association with Med bonus.</p>	
Sec. 4-201 E.7	Height of architectural elements.	Commercial District (C); max. 25' height	
Sec. 4-201 E.4	Maximum number of floors.	No min. or max. required.	
Sec. 4-201 E.13	Residential density (units/ac.):	Unlimited density permitted for Individual MXD Buildings located within CBD.	
Sec. 4-201 E.10	Retail frontage on street.	Minimum 50% of linear street frontage shall be retail use.	
Sec. 4-201 E.11	Retail frontage on side street.	Minimum 40% of linear frontage shall be retail use or public realm land area	
Sec. 4-201 D.6	Mediterranean architecture.	Not required for Individual MXD Buildings.	
Sec. 4-201 F.11	Parking garages: Architecture and design.	Parking garage shall include exterior architectural treatments compatible with buildings in development and/or street.	
Sec. 4-201 H.7	Parking garages: Parking and vehicle storage.	Ground floor parking that is located and fronting on a primary street is prohibited, but permitted on secondary streets if fully enclosed within the structure.	
Sec. 4-201 G.1	Required on-site landscaping: 10% of site area (sq. ft.).	Min. 12,229 sq. ft.	Min. 19,250 sq. ft.
Sec. 4-201 M.6	Transfer of density and FAR within the site plan.	The density and FAR may be transferred throughout the contiguous unified parcel.	

*Zoning Code Section 4-201

Parking requirements by use*

Use	Minimum parking requirements
Residential	
Detached dwellings.	One (1) parking space per unit consisting of a roofed structure, which utilizes the same materials as the principle structure and that is a garage, carport, or porte-cochere.
Duplex.	One (1) parking space per unit consisting of a roofed structure, which utilizes the same materials as the principle structure and that is a garage, carport, or porte-cochere.
Live work.	One (1) space per unit, plus one (1) space per three-hundred-and-fifty (350) square feet of work area.
Multi-family dwellings.	Efficiency, one (1) and two (2) bedroom units – 1.75 spaces per unit. Three (3) or more bedroom units – 2.25 spaces per unit.
Single-family.	One (1) parking space consisting of a roofed structure, which utilizes the same materials as the principle structure and that is a garage, carport, or porte-cochere.
Townhouses.	Two (2) parking spaces per unit consisting of a roofed structure, which utilizes the same materials as the principle structure and that is a garage, carport, or porte-cochere.
Non-residential	
Adult uses.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Alcoholic beverage sales.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Animal grooming/boarding.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Assisted living facilities.	One (1) space per full-time employee equivalent (FTE), plus two (2) spaces per five (5) beds.
Auto service stations.	One (1) space per two-hundred-and-fifty (250) square feet of accessory retail floor area.
Bed and breakfast.	One (1) space, plus one (1) space per sleeping room.
Camp.	One (1) space per FTE, plus one (1) space per four (4) students aged sixteen (16) years or older based on maximum capacity.

Use	Minimum parking requirements
Cemeteries.	If services provided in a building, one (1) space per four (4) fixed seats plus one (1) space for each forty (40) square feet of floor area used for temporary seating.
Community center.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Congregate care.	One (1) space per FTE, plus two (2) spaces per five (5) beds.
Day care.	Day care for children: One (1) space per one-hundred (100) square feet of floor area. Day care for adults: One (1) space per three-hundred (300) square feet of floor area.
Educational facilities.	One (1) space per student station.
Funeral homes.	One (1) space per four (4) fixed seats plus one (1) space for each forty (40) square feet of floor area used for temporary seating.
Golf or tennis grounds.	Four (4) spaces per hole (golf). Three (3) spaces per court (tennis). One (1) space per eighteen (18) linear feet of bleachers.
Group homes.	One (1) space per FTE, plus one (1) space per three (3) beds.
Heliport and helistop.	One (1) space per tie-down.
Hospitals.	Two (2) spaces per patient bed.
Indoor recreation / entertainment.	The greater of one (1) space per five (5) fixed seats or one (1) space per three-hundred (300) square feet of floor area.
Manufacturing.	One (1) space per three-hundred (300) square feet office floor area, plus one (1) space per one-thousand (1,000) square feet of all other floor area.
Marinas and marina facilities.	One (1) space per marina slip, plus one (1) space per three-hundred-and-fifty (350) square feet of floor area of marina facilities.
Medical clinic.	One (1) space per two-hundred (200) square feet of floor area, plus one (1) space per FTE.
Mixed use or multi-use.	Parking shall be provided for each use in the mix of uses in correlation with the requirements of this table.
Nursing homes.	One (1) space per FTE, plus one (1) space per three (3) beds.

Use	Minimum parking requirements
Offices.	One (1) space per three hundred (300) square feet of floor area.
Outdoor recreation / entertainment.	One (1) space per four (4) visitors during estimated peak use periods.
Outdoor retail sales, display and/or storage.	One (1) space per three hundred and fifty (350) square feet of land area delineated or put to such use.
Overnight accommodations.	One and one-eighth (1 1/8) spaces per sleeping room.
Private club.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Private yacht basin.	Three (3) spaces per four (4) yacht slips.
Public transportation facility.	One (1) space per one hundred (100) square feet of terminal and station area.
Religious institutions.	One (1) space per five (5) fixed seats plus one (1) space per fifty (50) square feet of assembly room area without fixed seats (not including classrooms).
Research and technology uses.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per one thousand (1,000) square feet all other floor area.
Restaurants.	Twelve (12) spaces per one-thousand (1,000) square feet of floor area.
Restaurants, fast food.	Twelve (12) spaces per one-thousand (1,000) square feet of floor area.
Retail sales and services.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Sales and/or leasing offices.	One (1) space per three-hundred (300) square feet of floor area.
Schools.	One (1) space per FTE, plus one (1) space per four (4) students aged sixteen (16) years or older based on maximum capacity.
Self-storage warehouses.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per one thousand (1,000) square feet all other floor area.
Telecommunications towers.	Zero (0) spaces.
TV / radio studios.	One (1) space per three-hundred (300) square feet of floor area, plus One (1) space per three (3) studio audience members at maximum capacity.
Use	Minimum parking requirements

Utility / infrastructure Facilities.	Zero (0) spaces.
Utility substations.	Zero (0) spaces.
Vehicle sales /displays.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per six-hundred (600) square feet of showroom floor area, plus one (1) space per five (500) square feet of all other floor area.
Vehicle sales/displays, major.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per one thousand (1,000) square feet all other floor area.
Vehicle service, major.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per five hundred (500) square feet all other floor area
Veterinary offices.	One (1) space per two-hundred-and-fifty (250) square feet of floor area.
Wholesale / distribution / warehouse facility.	One (1) space per three-hundred (300) square feet of office floor area, plus one (1) space per one thousand (1,000) square feet all other floor area.
Post office.	One (1) space per two-hundred (200) square feet of floor area.

*Zoning Code Section 5-1409

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ATTACHMENT F

INSURANCE

Developer shall be responsible for all damage to person and or property resulting from their negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Evidence of Insurance

Developer shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Developer shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require which the Developer shall agree to provide.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued or included in the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Developer shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, Developer shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this attachment. Developer may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this attachment.

(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by

the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and CITY's Commission Members, officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease - Policy Limit
	\$2,000,000	Disease - Each Employee

(A)(3) Commercial General Liability Insurance.

Such insurance shall no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the CITY.

CITY and CITY's Commission Members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than the combination of ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 2037 (Additional Insured – Owners, Lessees Or Contractors – Completed Operations).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy, or a substantially equivalent form accepted by the CITY, with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

Developer shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form acceptable to the CITY, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

(A)(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$2,000,000
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(A)(5) Professional Liability Insurance.

Such insurance shall be on a form acceptable to CITY and shall cover Developer for liability arising out of the rendering or failure to render professional services in the performance of the services required in the RFP including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 Each Claim
\$ 3,000,000 Annual Aggregate

(A)(6) Pollution Legal Liability

Such insurance shall cover Developer for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Such condition can be met through the subsequent policy renewals for the required policy period.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The CITY and the CITY's Commission Members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

Unless otherwise authorized by CITY, the Maximum permissible deductible or self-insured retention on the policy shall be \$75,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of Developer and Developer shall pay on behalf of the CITY or CITY's Commission Members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's Commission Members officials, officers, agents and employees.

(A)(7) General Conditions

The insurance provided by the Developer shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by Developer.

Except as otherwise specifically authorized in writing by the CITY, no deductible or self-insured retention for any required insurance provided by Developer pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), Developer shall be responsible for paying on behalf of CITY (and any other person or organization Developer has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of Developer, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's Commission Members, officials, officers or employees by the insurance provided by Developer or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of Developer) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by Developer shall relieve Developer from the responsibility to provide insurance as required by this Contract.

(A)(8) In the event Developer fails to place or allows any required insurance to lapse, CITY may obtain or renew Developer insurance, and CITY may pay all or part of the premiums. Upon demand, Developer shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due Developer from CITY. Developer's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

(A)(9) Developer shall not begin work until, Developer delivers to CITY, a written statement, acceptable to CITY, from Developer's and its Contractor(s)'s insurance agent stating that the insurance agent will provide prior written notice to the CITY of the cancellation, termination or nonrenewal of any insurance required by this attachment. The written statement will be signed by an authorized representative of the insurance agent with the appropriate authority to make such commitment on behalf of such agent. Such notice to CITY shall be provided within five (5) days of the agent receiving knowledge of any such pending cancellation, termination or nonrenewal. Further, in the same written statement, the agent shall agree to notify CITY, in writing, if they cease to become the agent of record for any insurance policies required by this attachment.

Developer's contractor(s) and subcontractors must also meet the above-specified insurance requirements.

ATTACHMENT G
PERFORMANCE AND PAYMENT BONDS

(a) **BONDS REQUIRED:** Prior to commencing any work, Developer shall provide City with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the City, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Prior to commencing any work, Developer shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in paragraph (1) above. Developer shall provide the City with a true copy of the recorded bond(s) as evidence of such recording.

(b) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "VII" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the City with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the City shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the Developer shall, at their expense within five (5) days after the receipt of notice from

the City to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the City. In such event, City may immediately terminate or suspend the Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

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(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the City for all bonds required by the City.